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TO: KIRKLAND & ELLIS LLP COMPANY: 300 NORTH LASALLE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/25/2009
900137224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airxcel, Inc.		06/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as collateral agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77585938	GREENCUBE	
Serial Number:	77852268	DYNAPACK	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	35621-79 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		

CH \$65.00 77585938

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Signature:	/Donna Gasiorowski/
Date:	06/25/2009
Total Attachments: 7 source=second lien for IP Security Agreement Supplement#page1.tif source=second lien for IP Security Agreement Supplement#page2.tif source=second lien for IP Security Agreement Supplement#page3.tif source=second lien for IP Security Agreement Supplement#page4.tif source=second lien for IP Security Agreement Supplement#page5.tif source=second lien for IP Security Agreement Supplement#page6.tif source=second lien for IP Security Agreement Supplement#page7.tif	

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EXECUTION COPY

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated June 23, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of WILMINGTON TRUST FSB, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Airceel, Inc., as Borrower, AHI Holdings Inc., as Parent, and the Subsidiary Guarantors party thereto have entered into a Second Lien Credit Agreement dated as of August 31, 2005 (the "*Second Lien Credit Agreement*"), with Wilmington Trust FSB, as Administrative Agent, Wilmington Trust Company, as Collateral Agent, and the Lenders party thereto, as amended by the (i) Successor Second Lien Agent Agreement dated as of April 24, 2009, by and between Wilmington Trust FSB, Royal Bank of Canada, Borrower, Parent, and the lender under the Second Lien Credit Agreement and (ii) Forbearance Agreement to the Second Lien Credit Agreement dated as of June 25, 2009, among Borrower, Parent, the Subsidiary Guarantors party thereto, Wilmington Trust FSB, as Administrative Agent, Wilmington Trust Company, as Collateral Agent, and the Lenders party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated August 31, 2005 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Security Agreement*") and that certain Intellectual Property Security Agreement dated August 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*");

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law*), together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

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- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Notwithstanding the foregoing, "Additional Collateral" shall not include and the Grantors shall not be deemed to have granted a security interest in any property or agreement of such Grantor (A) to the extent (but only so long as) (x) the granting of a security interest thereunder is prohibited by any applicable law, (y) requires a consent not obtained of any Governmental Authority pursuant to any applicable law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease, license, agreement, lease, instrument or other document giving rise to such property, in each case solely to the extent that such breach or default is not rendered ineffective by the UCC or other applicable law or, in the case of any consent, such consent is actually required to grant such security interest under applicable law, or (B) any property subject to a Permitted Lien (other than the Liens in favor of the Collateral Agent) to the extent that the grant of such other Liens on such property (i) would result in a material breach or violation of, or constitute a material default under, the agreement or instrument governing such Permitted Lien, or (ii) would result in the actual loss of the use of such property.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Second Lien Representative (as defined in the Intercreditor Agreement), for the benefit of the Second Lien Secured Parties (as defined in the Intercreditor Agreement), pursuant to this Agreement and the exercise of any right or remedy by the Second

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Lien Representative, for the benefit of the Second Lien Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of August 31, 2005 (the "*Intercreditor Agreement*"), among the First Lien Agent, as First Lien Representative, the Second Lien Agent, as Second Lien Representative, the Grantors party thereto and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereto duly authorized as of the date first above written.

ARKCEL, INC.

By



Name: Richard Schreck

Title: Chief Financial Officer

Address for Notices:
3050 North Saint Francis
Wichita, KS 67219

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Schedule A to the
First Lien Intellectual Property Security Agreement Supplement

PATENTS

Owned by Borrower unless otherwise provided.

U.S. PATENTS

TITLE	PAT/SER NO	STATUS
Ventilation System for Boats	61/096,582	Pending
	12/426,745	Pending/ Unpublished

FOREIGN PATENTS/APPLICATIONS

NONE.

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Schedule B to the
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TRADEMARKS

Owned by Borrower unless otherwise provided.

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

MARK	REG NO	GOODS	STATUS
GREENCUBE	77/585,938	Energy Recovery Ventilators for HVAC Units	Pending ITU
DYNAPACK	77/652,268	Packaged air conditioner and gas heater for indoor wall-mounting	Pending ITU

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

NONE.

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Schedule C to the
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