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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM323631

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airxcel, Inc.		11/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation	
Street Address:	500 W. Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 33

PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2462365	AIRXCEL	
Registration Number:	3946322	AIRXCEL	
Registration Number:	2437548	CHILLGRILLE	
Registration Number:	2030316	CLASSAIRE	
Serial Number:	86162366	COIL COP	
Serial Number:	86162345	COIL COP	
Registration Number:	2669045	COMPAC	
Registration Number:	3868130	DYNAPACK	
Registration Number:	2449759	FAN/MATE	
Registration Number:	3755669	GREENCUBE	
Registration Number:	2666481	GREENWHEEL	
Registration Number:	2422504	HP 2	
Serial Number:	86341696	ICE	
Serial Number:	86308246	INDUSTRIAL CLIMATE ENGINEERING	
Registration Number:	1147999	MACH	
Registration Number:	2247507	MACH 15	
Registration Number:	2307012	MACH 3 P.S.	
Registration Number:	2307010	MACH 3 PLUS	
Registration Number:	2728803	MARVAIR	
Registration Number:	1571942	MAXXAIR TRADEMARK	
		1 1 47 (10) 10(17) (17)	

900307581 REEL: 005404 FRAME: 0011

Property Type	Number	Word Mark
Registration Number:	3614207	MAXXAIR
Registration Number:	3552030	MAXXBRACKETS
Registration Number:	2926778	MAXXFAN
Registration Number:	2367462	MINI MACH
Registration Number:	2437016	PARK PAC
Registration Number:	2238730	ROUGHNECK
Registration Number:	2322957	SEA MACH
Registration Number:	3128543	TUFF/MAXX
Registration Number:	2166083	TURBO/MAXX
Registration Number:	2330808	TWO TON PLUS HP
Registration Number:	2136634	WINDOW/MAXX
Registration Number:	2629646	
Registration Number:	2577012	

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mrussell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009235
NAME OF SUBMITTER:	Mark Russell
SIGNATURE:	/Mark Russell/
DATE SIGNED:	11/19/2014

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 18, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among AXL Merger Subsidiary, Inc., a Delaware corporation, Airxcel, Inc., a Delaware corporation (the "<u>Borrower</u>"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (a) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

<u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIRXCEL, INC.,

as Grantor

Ву:

Name: TONY W. LEE

Title: VICE PRESIDENT + TREASJRER

ACKNOWLEDGMENT OF GRANTOR

State of New York County of Unis S On this 3 day of November, 2014 before me personally appeared Dry W. Lee, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Airxcel, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation. Kelly Notary Public
Motory Field, Girmany Committee of Notice State of Notice Stat

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION as Agent

Bv:

Name JEFFREY BOTTCHER
THIL: DULY AUTHORIZED SIGNATORY

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. <u>U.S. Federal Trademark Applications and Registrations</u>

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
AIRXCEL SN:75-628049 RN:2,462,365	Renewed June 19, 2011 Int'l Class: 11 First Use: January 29, 2001 Filed: January 26, 1999 Published: November 9, 1999 Registered: June 19, 2001	(Int'l Class: 11) Air conditioners, furnaces, water heaters and gas stoves for recreational vehicles	Airxcel, Inc. (Delaware Corp.)
AIRXCEL AIRXCEL SN:85-082767 RN:3,946,322	Registered April 12, 2011 Int'l Class: 11 First Use: May 23, 2007 Int'l Class: 9 First Use: March 8, 2010 Filed: July 12, 2010 Published: December 7, 2010 Allowed: February 1, 2011	(Int'l Class: 9) Thermostats, electronic controls for use with air conditioners and heat pumps (Int'l Class: 11) Air conditioners, furnaces, and heat pumps	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
CHILLGRILLE SN:75-685388 RN:2,437,548	Renewed March 20, 2011 Int'l Class: 11 First Use: June, 1999 Filed: May 12, 1999 Published: December 28, 1999 Registered: March 20, 2001	(Int'l Class: 11) Vent for vehicle rooftop air conditioner	Airxcel, Inc. (Delaware Corp.)
CLASSAIRE and Design	Renewed	(Int'l Class: 11) Unit ventilators for use	Airxcel, Inc.

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TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
<i>Glassaire</i> SN:75-066389 RN:2,030,316	January 14, 2007 Int'l Class: 11 First Use: January 1, 1996 Filed: February 22, 1996 Published: October 22, 1996 Registered: January 14, 1997	with heating, ventilating and air conditioning systems	(Delaware Corp.) 3050 North Saint Francis Wichita, Kansas 67219
COIL COP COIL COP SN:86-162366	Allowed - Intent to Use Notice of Allowance Issued August 5, 2014 Filed: January 10, 2014 Published: June 10, 2014	(Int'l Class: 9) Theft deterrent system comprised of electronic alarm circuit, alarm sensors and alarm siren for air conditioners and heat pumps	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
COIL COP and Design	Allowed - Intent to Use Notice of Allowance Issued August 5, 2014 Filed: January 10, 2014 Published: June 10, 2014	(Int'l Class: 9) Theft deterrent system comprised of electronic alarm circuit, alarm sensors and alarm siren for air conditioners and heat pumps	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
311.00-102043			
COMPAC SN:76-388944 RN:2,669,045	Renewed December 31, 2012 Int'l Class: 11 First Use: April, 1987 Filed: March 28, 2002 Published: October 8, 2002 Registered: December 31, 2002	(Int'l Class: 11) Air conditioners	Airxcel, Inc. (Delaware Corp.)

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
DYNAPACK	Registered October 26, 2010	(Int'l Class: 11) Packaged air conditioner and gas heater for indoor wall-mounting	Airxcel, Inc. (Delaware
DYNAPACK SN:77-652268 RN:3,868,130	Int'l Class: 11 First Use: June 24, 2010 Filed: January 19, 2009 Published: May 5, 2009 Allowed: July 28, 2009		Corp.)
FAN/MATE	Renewed May 8, 2011	(Int'l Class: 12) Vent covers for land vehicles namely recreational vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-611755 RN:2,449,759	Int'l Class: 12 First Use: December 17, 1998 Filed: December 23, 1998 Published: November 23, 1999 Registered: May 8, 2001		3050 N. St. Francis Wichita, Kansas 67219
GREENCUBE	Registered March 2, 2010	(Int'l Class: 11) Energy recovery ventilators for hvac units	Airxcel, Inc. (Delaware
GREENCUBE SN:77-585938 RN:3,755,669	Int'l Class: 11 First Use: October 7, 2009 Filed: October 6, 2008 Published: February 24, 2009 Allowed: May 19, 2009		Corp.)
GREENWHEEL	Renewed December 24, 2012	(Int'l Class: 11) Energy recovery ventilator	Airxcel, Inc. (Delaware Corp.)
SN:76-388943 RN:2,666,481	Int'l Class: 11 First Use: June, 1993 Filed: March 28, 2002 Published: October 1, 2002 Registered:		. ,

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
	December 24, 2002		
HP 2	Renewed January 23, 2011	(Int'l Class: 11) Rooftop heat pump for vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-446146 RN:2,422,504 Disclaimer: "HP"	Int'l Class: 11 First Use: March, 1995 Filed: March 6, 1998 Published: October 31, 2000 Registered: January 23, 2001		Согр.)
ICE and Design	Pending - Initialized July 22, 2014 Filed: July 18, 2014	(Int'l Class: 11) Air conditioners	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
SN:86-341696			
INDUSTRIAL CLIMATE ENGINEERING INDUSTRIAL CLIMATE ENGINEERING	Pending - Initialized June 16, 2014 Filed: June 12, 2014	(Int'l Class: 11) Air conditioners	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas
SN:86-308246			67219
MACH	Renewed March 3, 2011	(Int'l Class: 11) Air conditioners for recreational vehicles	Airxcel, Inc. (Delaware Corp.)
SN:73-225849 RN:1,147,999	Int'l Class: 11 First Use: May, 1970 Filed: August 2, 1979 Published: December 2, 1980 Registered: March 3, 1981		
MACH 15	Renewed May 25, 2009	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
SN:75-431680 RN:2,247,507 Disclaimer: "15"	Int'l Class: 11 First Use: October, 1992 Filed: February 10, 1998 Published: March 2, 1999 Registered: May 25, 1999		Corp.)
MACH 3 P.S.	Renewed January 11, 2010	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-446128 RN:2,307,012	Int'l Class: 11 First Use: May, 1997 Filed: March 6, 1998 Published: October 19, 1999 Registered: January 11, 2000		
MACH 3 PLUS	Renewed January 11, 2010	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-445176 RN:2,307,010	Int'l Class: 11 First Use: March, 1992 Filed: March 5, 1998 Published: October 19, 1999 Registered: January 11, 2000		O(1p.)
MARVAIR	Renewed June 24, 2013	(Int'l Class: 9) Thermostats and electronic controls for use with air conditioners	Airxcel, Inc. (Delaware Corp.)
SN:76-388942 RN:2,728,803	Int'l Class: 9, 11 First Use: 1975 Filed: March 28, 2002 Published: April 1, 2003 Registered: June 24, 2003	(Int'l Class: 11) Air conditioners and heat pumps	
MAXXAIR	Renewed December 19, 2009	(Int'l Class: 19) Plastic static vent units	Airxcel, Inc. (Delaware Corp.) 3050 N. St.
SN:73-790400			5050 N. Ot.

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
RN:1,571,942	Int'l Class: 19 First Use: December 29, 1988 Filed: March 31, 1989 Published: September 26, 1989 Registered: December 19, 1989		Francis Wichita, Kansas 67219
MAXXAIR MAXXAIR SN:76-604179 RN:3,614,207	Registered 8 & 15 August 5, 2014 Int'l Class: 11 First Use: May 31, 1995 Filed: July 26, 2004 Published: February 17, 2009 Registered: May 5, 2009	(Int'l Class: 11) Ventilating fans for land vehicles and sea craft	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
MAXXBRACKETS SN:78-869057 RN:3,552,030	Registered December 23, 2008 Int'l Class: 6 First Use: October 4, 2006 Filed: April 25, 2006 Published: December 18, 2007 Allowed: March 11, 2008	(Int'l Class: 6) Metal brackets used to attach vent covers to roof vents of recreational land vehicles and sea craft	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
MAXXFAN SN:76-554636 RN:2,926,778	Renewed February 15, 2015 Int'l Class: 12 First Use: July 15, 2004 Filed: October 9, 2003 Published: May 18, 2004 Allowed: August 10, 2004 Registered:	(Int'l Class: 12) Environmental control apparatus, namely, air vents for recreational vehicles	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
	February 15, 2005		
MINI MACH SN:75-445593 RN:2,367,462 Disclaimer: "MINI"	Renewed July 18, 2010 Int'l Class: 11 First Use: January, 1978 Filed: March 5, 1998 Published: November 30, 1999 Registered: July 18, 2000	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
PARK PAC SN:76-004886 RN:2,437,016	Renewed March 20, 2011 Int'l Class: 11 First Use: November 17, 1998 Filed: March 20, 2000 Published: December 26, 2000 Registered: March 20, 2001	(Int'l Class: 11) Air conditioner for recreational park trailers	Airxcel, Inc. (Delaware Corp.)
ROUGHNECK SN:75-431681 RN:2,238,730	Renewed April 13, 2009 Int'l Class: 11 First Use: March, 1982 Filed: February 10, 1998 Published: January 19, 1999 Registered: April 13, 1999	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
SEA MACH SN:75-445177 RN:2,322,957 Disclaimer: "SEA"	Renewed February 28, 2010 Int'l Class: 11 First Use: January, 1995 Filed: March 5, 1998 Published: December 7, 1999	(Int'l Class: 11) Marine rooftop air conditioner	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
	Registered: February 29, 2000		
TUFF/MAXX SN:76-645120 RN:3,128,543	Registered 8 & 15 September 6, 2012 Int'l Class: 11 First Use: April 30, 1997 Filed: August 17, 2005 Published: May 23, 2006 Registered: August 15, 2006	(Int'l Class: 11) Non-fabric external covers for air conditioners on recreational land vehicles	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
TURBO/MAXX SN:74-600513 RN:2,166,083	Renewed June 16, 2008 Int'l Class: 12 First Use: February 10, 1995 Filed: November 18, 1994 Published: October 17, 1995 Registered: June 16, 1998	(Int'l Class: 12) Air vents for recreational vehicles (rvs)	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219
TWO TON PLUS HP SN:75-445577 RN:2,330,808 Disclaimer: "TWO TON"	Renewed March 21, 2010 Int'l Class: 11 First Use: June, 1997 Filed: March 5, 1998 Published: December 28, 1999 Registered: March 21, 2000	(Int'l Class: 11) Central heat pump for vehicles and mobile homes	Airxcel, Inc. (Delaware Corp.)
WINDOW/MAXX SN:75-098454 RN:2,136,634	Renewed February 17, 2008 Int'l Class: 12 First Use: February 9, 1996 Filed: May 3, 1996 Published:	(Int'l Class: 12) Air vents for windows on land vehicles	Airxcel, Inc. (Delaware Corp.) 3050 N. St. Francis Wichita, Kansas 67219

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
	March 25, 1997 Registered: February 17, 1998		
	Renewed Principal Register - Sec. 2(F) October 8, 2012	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-678722 RN:2,629,646	Int'l Class: 11 First Use: September 20, 1973 Filed: April 9, 1999 Published: July 16, 2002 Registered: October 8, 2002		
	Renewed Principal Register - Sec. 2(F) June 11, 2012	(Int'l Class: 11) Rooftop air conditioners for vehicles	Airxcel, Inc. (Delaware Corp.)
SN:75-680937 RN:2,577,012	Int'l Class: 11 First Use: February 26, 1973 Filed: April 12, 1999 Published: March 19, 2002 Registered: June 11, 2002		

B. <u>U.S. State Trademark Registrations</u>

None

C. Foreign Trademark Applications and Registrations

Jurisdiction	TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
Canada	DYNAPACK	Canada	(Int'l Class Class: 11)	AIRXCEL, INC. 3050 N. St. Francis
	RN: 829194 AN: 1445305	Registered Last Status Received: Registered	Wares: (1) Packaged air conditioner and gas heater for indoor wall-mounting.	Wichita, Kansas 67219, US Federal

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Jurisdiction	TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
		Filed: July 20, 2009 Application Published: January 27, 2010 Registered: August 7, 2012		
Canada	MINI MACH RN: 287520 AN: 0503747	Canada Registered Last Status Received: Registered Filed: May 17, 1983 Registered: February 3, 1984	(Int'l Class Class: 11) Wares: (1) Air conditioners.	Airxcel, Inc. 3050 North St. Francis Wichita, Kansas 67204, US Federal
European Community (CTM)	COMPAC RN: 002602993 AN: 002602993	Community Registered Last Status Received: Registered July 10, 2003 Filed: March 4,	(Int'l Class: 11) Wall mounted air conditioner for telecommunication enclosures.	Airxcel, Inc. 3050 N. St. Francis, 67219, Wichita,, Kansas, US Federal

Jurisdiction	TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
		2002 Registered: May 22, 2003 Expiration Date: March 4, 2022		
European Community (CTM)	MARVAIR RN: 002602977 AN: 002602977	Community Registered Last Status Received: Registered June 25, 2003 Filed: March 4, 2002 Registered: May 22, 2003 Expiration Date: March 4, 2022	(Int'l Class: 11) Wall mounted air conditioner for telecommunication enclosures, plus controller for wall mounted air conditioner for telecommunication enclosures.	Airxcel, Inc. 3050 N. St. Francis, 67219, Wichita,, Kansas, US Federal
China	MARVAIR	China	(Translation)	AIRXCEL,INC.
	MARVAIR RN: 9118354	Registered Last Status Received: Registered February 21, 2012	(Int'l Class: 11) Air conditioning equipment; Uses in the telecommunication class engine case the wall hanging type air conditioning; Air conditioning; Counter	American 67219 State of kansas north Wichita Francis avenue 3050 3050 N.ST.FRANCIS WICHITA, KANSAS 67219 USA, US Federal

Jurisdiction	TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
		Filed: February 12, 2011 Application Published: November 20, 2011 Registered: February 21, 2012 Expiration Date: February 20, 2022	current circulation air conditioning; Air conditioning installation; Adds the heat pump; Ship water used cooling system	

RECORDED: 11/19/2014