

10-12-2001

SHEET

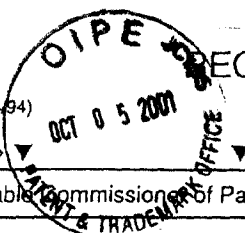
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101871638

Attached original documents or copy thereof.



To the Honorable Commissioner of Pa.

1. Name of conveying party(ies):

Masonite Corporation

10-521

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 28, 2001

2. Name and address of receiving party(ies)

Name: Bank of Montreal, as Agent

Internal Address:

Street Address: 115 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Reedfax
 Internal Address: Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202

Street Address:

10/11/2001 DBYRNE 00000155 1391255

01 FC:481 40.00 01
 02 FC:482 75.00 01
 City: State: ZIP:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory T. Pealer

Name of Person Signing

Signature

October 2, 2001

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002382 FRAME: 0342

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS		REG. NO.	GRANTED
MASONITE (STYLIZED)	73/559,499	1,391,255	APRIL 29, 1986
MASONITE (STYLIZED)	72/317,353	0,876,307	SEPTEMBER 9, 1969
MASONITE	71/512,682	0,512,340	JULY 19, 1949
MASONITE	71/265,873	0,248,040	OCTOBER 16, 1928

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
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COMMON LAW MARKS AND TRADE NAMES

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**



TRADEMARK COLLATERAL AGREEMENT

This 28th day of September, 2001, Masonite Corporation, a corporation ("*Premdor*") with its principal place of business and mailing address at One North Dale Mabry Hwy., Suite 950, Tampa, Florida, 33609 (the "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian banking corporation with its mailing address at 115 South LaSalle, Chicago, Illinois 60603, and its successors and assigns ("*BMO*"), acting as agent for the lenders party to the Credit Agreement dated as of August 31, 2001 (BMO acting as such agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*") and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing a date of August 31, 2001 between Debtor and Agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MASONITE CORPORATION

By

Its

Robert Tubbesing

VICE-PRESIDENT, CFO & TREASURER

ATTEST:

[Signature]
Its Secretary

ROBERT TUBBESING
(Type or Print Name)

BANK OF MONTREAL, as Agent

HARLEY ULSTER
(Type or Print Name)

By

Its

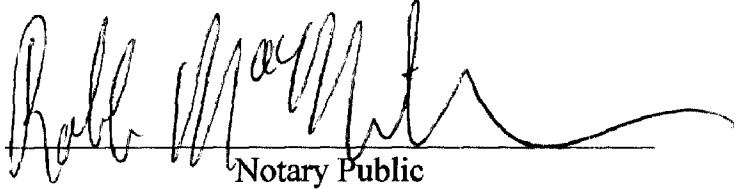
J. Szoldatits
DIRECTOR

Z. SZODATITS
(Type or Print Name)

City of Toronto)
)
Province of Ontario)

I, Robb A. MacMillan a Notary Public in and for the Province of Ontario, aforesaid, do hereby certify that Robert Tubbesing, Vice-President, Chief Financial Officer and Treasurer of Masonite Corporation, a Delaware corporation, and Harley Ulster, Vice-President, General Counsel and Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, Chief Financial Officer and Treasurer and Vice-President, General Counsel and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of September, 2001.


Notary Public

(NOTARIAL SEAL)

Robb A. MacMillan

My Commission Expires:

Never

City of Toronto)
)
Province of Ontario)

I, KATHRYN THOMPSON, a Notary Public in and for the Province of Ontario aforesaid, do hereby certify that ZOLTAN SZODATITS, DIRECTOR of Bank of Montreal, as Agent, a Canadian banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of September, 2001.

(NOTARIAL SEAL)



Notary Public

My Commission Expires:

KATHRYN THOMPSON

(Type or Print Name)

FOR LIFE

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES
