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OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102052352

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Norcraft Companies, L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

2. Name and address of receiving party(ies)
Name: Heller Financial, Inc., as agent
Internal
Address: _____
Street Address: 500 West Monroe Street
City: Chicago State: IL Zip: 60661

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/25/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
76/032230; 76/032231

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Goldberg Kohn et al.
 Internal Address: Elizabeth Kostiuik

 Street Address: 55 East Monroe Street
Suite 3700
 City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41)..... \$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Elizabeth Kostiuik

 Name of Person Signing

Elizabeth Kostiuik

 Signature

April 1, 2002

 Date

Total number of pages including cover sheet, attachments, and document: 17

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

TRADEMARK
 REEL: 002480 FRAME: 0374

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
ENCORE	1,046,850
KITCHEN & BATH IDEAS SMI	2,072,305
KITCHEN & BATH SMI IDEAS IN MOTION	2,144,891
BENCHMARK	2,006,891
HEARTLAND	1,399,452
HEARTLAND	1,522,651
CROSSINGS	1,558,053
HEART DESIGN	1,426,600
EXCELLENCE IN CABINETS CROSSINGS	1,563,411
HUNTERSPOINTE	1,777,209
NORTHPLAINS	1,842,977
PDC PERSONAL DESIGN CHOICES	2,505,147
STARMARK	1,162,775
BROOKWOOD	1,761,395
FIELDSTONE	1,340,766

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>
KITCHEN & BATH IDEAS SMI	76/032230
KITCHEN & BATH IDEAS	76/032231

SECOND SUPPLEMENT TO TRADEMARK MORTGAGE

THIS SECOND SUPPLEMENT TO TRADEMARK MORTGAGE (the "Second Supplement") made as of this 25th day of March, 2002, by Norcraft Companies, L.L.C., a Delaware limited liability company ("Mortgagor"), in favor of Heller Financial, Inc., as agent ("Mortgagee") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

W I T N E S S E T H

WHEREAS, Mortgagor, Mortgagee and certain Lenders entered into that certain Credit Agreement dated as of June 16, 1998 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, as amended by that certain Consent and Amendment No. 5 of even date herewith, the "Credit Agreement"), which Credit Agreement provides for Mortgagee and such Lenders to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, in connection with the execution of the Credit Agreement, Mortgagor executed and delivered to Mortgagee that certain Trademark Mortgage dated as of June 16, 1998 (as amended, supplemented or otherwise modified from time to time, including, without limitation, as amended by that certain First Supplement to Trademark Mortgage dated June 19, 2000, the "Trademark Mortgage"), recorded in the Patent and Trademark Office on July 24, 1998, at Reel 1757, Frame 0676;

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement.
2. Amendment. Mortgagor and Mortgagee hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the federally registered trademarks and trademark applications listed on Schedule A hereto.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Trademark Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising

1345.165

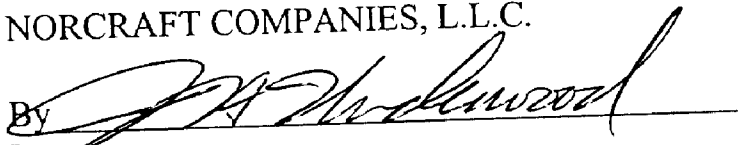
Trademarks (as such term is defined in the Trademark Mortgage after giving effect to the amendments and other modifications contemplated by this Second Supplement).

4. Binding Effect; Benefits. This Second Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this Second Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS SECOND SUPPLEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS SECOND SUPPLEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECOND SUPPLEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS SECOND SUPPLEMENT.


IN WITNESS WHEREOF, Mortgagor has duly executed this Second Supplement as of the date first written above.

NORCRAFT COMPANIES, L.L.C.

By 
Its _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By 
Its SVP

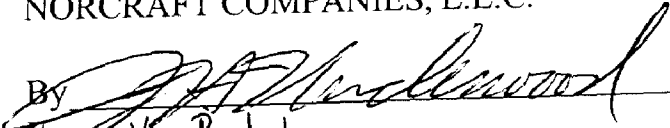
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IN WITNESS WHEREOF, Mortgagor has duly executed this Second Supplement as of the date first written above.

NORCRAFT COMPANIES, L.L.C.

By 
Its Vice President

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By _____
Its _____