

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2003, by Norcraft Companies, L.P. (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors", together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill relating to such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall forthwith execute, acknowledge, and deliver to the relevant Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and

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security interest in the Trademarks under this Trademark Security Agreement and the Security Agreement.

[signature page follows]

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

Very truly yours,

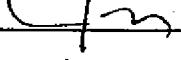
NORCRAFT COMPANIES, L.P.

By: NORCRAFT GP, L.L.C., its general partner

By: 
Name: LEIGH GUTTER
Title: AUTHORIZED PERSON

Accepted and Agreed:
UBS AG, STAMFORD BRANCH as Collateral Agent





By: 
Name: Wilfred V. Saint
Title: Associate Director
Banking Products
Services, US








By: 
Name: Joselin Fernandes
Title: Associate Director
Banking Products
Services, US

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REG NO./ REGISTERED</u>	<u>CLASS/GOODS AND SERVICES</u>
Norcraft Companies, L.P.	BROOKWOOD	U.S.	74/249,125 2/24/92	1,761,395 3/30/93	20, Cabinetry and parts therefor
Norcraft Companies, L.P.	CROSSINGS 	U.S.	73/780,617 2/13/89	1,558,053 9/26/89	20, Cabinetry
Norcraft Companies, L.P.	Design only 	U.S.	73/592,719 4/11/86	1,426,600 1/27/87	20, Cabinets
Norcraft Companies, L.P.	DESIGN OPTIONS	U.S.	75/503,878 6/17/98	2,499,186 10/16/01	40, Custom manufacture of cabinets to the order and specification of others
Norcraft Companies, L.P.	ENCORE	U.S.	73/052,278 5/14/75	1,046,850 8/24/76	20, Kitchen cabinets, vanities and installation kits
	EXCELLENCE IN CABINETRY CROSSINGS 	U.S.	73/778,665 2/3/89	1,563,411 10/31/89	20, Cabinetry
Norcraft Companies, L.P.	FIELDSTONE	U.S.	73/510,012 11/21/84	1,340,766 6/11/85	20, Cabinets
Norcraft Companies, L.P.	HEARTLAND	U.S.	73/722,893 4/18/88	1,522,651 1/31/89	20, Kitchen, bath and furniture cabinets
Norcraft Companies, L.P.	HEARTLAND 	U.S.	73/570,558 11/26/85	1,399,452 7/1/86	20, Cabinets
Norcraft Companies, L.P.	HUNTERSPOINTE	U.S.	74/155,208 4/8/91	1,777,209 6/15/93	20, Cabinets
Norcraft Companies, L.P.	KITCHEN & BATH IDEAS	U.S.	76/032,231 4/24/00	2,563,021 4/23/02	42, Design for others in the field of cabinets

OWNER	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	REG NO./ REGISTERED	CLASS/GOODS AND SERVICES
Norcraft Companies, L.P.	KITCHEN & BATH IDEAS SMI 	U.S.	74/638,071 2/22/95	2,072,305 6/17/97	42, Design for others in the field of cabinets
Norcraft Companies, L.P.	KITCHEN & BATH SMI IDEAS IN MOTION 	U.S.	74/638,072 2/22/95	2,144,891 3/17/98	42, Design for others in the field of cabinets
Norcraft Companies, L.P.	KITCHEN&BATH IDEAS 	U.S.	76/523,476 6/18/03	N/A	35, Retail store services in the field of kitchen and bath cabinetry, appliances, fixtures and countertops 42, Design consulting services
Norcraft Companies, L.P.	MID CONTINENT CABINERY 	U.S.	75/496,534 6/5/98	2,263,020 7/20/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	N NORCRAFT COMPANIES LLC 	U.S.	75/496,532 6/5/98	2,267,039 8/3/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	NORCRAFT CABINERY 	U.S.	75/496,745 6/5/98	2,263,022 7/20/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	NORCRAFT CABINERY	U.S.	74/206,522 9/24/91	1,705,039 8/4/92	20, Kitchen and bath cabinets
Norcraft Companies, L.P.	NORTHPLAINS	U.S.	74/427,015 7/15/93	1,842,977 7/5/94	20, Cabinetry
Norcraft Companies, L.P.	PDC PERSONAL DESIGN CHOICES 	U.S.	75/721,185 6/3/99	2,505,147 11/6/01	20, Kitchen and bath cabinetry
Norcraft Companies, L.P.	QUALITY MADE AFFORDABLE	U.S.	75/504,043 6/17/98	2,302,914 12/21/99	20, Kitchen, bath and office cabinets