(Dec. 40/00)	RKS ONLY  U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies):			
Norcraft Companies, L.P.	Name: UBS AG, Stamford Branch			
Individual(s)  General Partnership  Limited Partnership	Internal Address: 677 Washington Street Street Address:			
Corporation-State:				
x Other: Borrower	City: Stamford			
Additional name(s) of conveying party(ies) attached?	State: CT Zip: 03901  Individual(s) citizenship:  Association:			
3. Nature of Conveyance:	General Partnership:			
Assignment Merger	Limited Partnership:			
x Security Agreement Change of Name	Corporation-State:			
Other:	X Other: Bank			
Execution Date: October 21, 2003	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? Yes No			
Application Number(s) or Registration Number(s):				
A. Trademark Application No.(s): 76/523,476 78/276,158 78/276,161 78/276,152 Additional numbers attached?	B. Trademark Registration No.(s):  1,761,395			
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total Number of applications and registrations involved:			
Name: Erin A. Dugan Ropes & Gray LLP	7. Total fee (37 CFR 3.41) \$ 690.00 Enclosed			
Internal Address: Atty. Dkt.: SKCE-077-006	X Authorized to be charged to Deposit Account			
Street Address: One International Place	Authorized to be charged to credit card (Form 2038 enclosed)			
	8. Deposit account number: 18-1945			
City: Boston State: MA Zip: 02110	(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.				
William G. Gosz W all	man D. Doz 4/14/05			
Name of Person Signing	Signature Date			
Total number of pages including cover sheet, attachments, and document: 9				

Form PTO-1594	RECORDATION FORM COVER SHEET (continued)		Page 2 of 2	
Additional Conve	eying Parties (1. Continu	ed):		
Additional Recei	ving Parties (2. Continue	ed):		
Assignee Name: Internal Address:				
Street Address:				
City:	State:	Zip Code:		
Additional Applic	eations and/or Pegistration	on Numbers (4. Continued)		
Additional Application 4A continued:		Additional Registration Number(s) 4B continued: 1,177,209 2,563,021 2,072,305 2,144,891 2,263,020 2,267,039 2,263,022 1,705,039 1,842,977 2,505,147 2,302,914 2,302,914 2,302,912 1,162,775 1,438,075		
	Additional numbers attached?	Yes X No		

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TRADEMARK **REEL: 003093 FRAME: 0214** 

#### 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. <u>Defined Terms</u>. 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. <u>Termination</u>. 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: 4-16H GHTFR

Title: AUTHORIZED ASSON

Trademark Security Agreement

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

By:

With red V Spint

Name: Associate Director
Title: Banking Products
Services TTC

By:

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

Trademark Security Agreement

## SCHEDULE I

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

### Trademark Registrations:

OWNER	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	REG NO./ REGISTERED	CLASS/GOODS AND SERVICES
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  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
:	Crossings				
Norcraft Companies, L.P.	FIELDSTONE	U.S.	73/510,012 11/21/84	1,340,766 6/11/85	20, Cabrnets
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, LP:	HEARTLAND HEARTLAND	U.S.	73/570,558 11/26/85	1,399,452 7/1/86	20, Cabinets
Noncraft Companies, L.P.	HUNTERSPOINTE	U.S.	74/155,208 4/8/91	1,777,209 6/15/93	20, Cabinets
Norcraft Companies, LP.	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



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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
·	Kitchen Bath				
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
	Ritchen. 10248 Bath				
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
	YKitchen&Bathildeas	, .			bath cabinetry, appliances, fixtures and countertops 42, Design consulting services
Norcraft Companies, L.P.	MID CONTINENT CABINETRY	U.S.	75/496,534 6/5/98	2,263,020 7/20/99	20, Kitchen, bath and office cabinets
-	Mid Continent				•
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 LLC				
Norcraft Companies, L.P.	NORCRAFT CABINETRY	U.S.	75/496,745 6/5/98	2,263,022 7/20/99	20, Kitchen, bath and office cabinets
	Norgraft Cabinetry				•
Norcraft Companies, L.P.	NORCRAFT CABINETRY	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 6/3/9 <del>9</del>	2,505,147 1 <b>1/6/</b> 01	20, Kitchen and bath cabinetry
	PDC		٠.		
Norcraft Companies, L.P.	QUALITY MADE AFFORDABLE	<b>U.S.</b> ·	75/504,043 6/17/98	2,302,914 12/21/99	20, Kitchen, bath and office cabinets
		2	:		

**RECORDED: 04/14/2005**