

4/8/5



04-18-2005



Form PTO-1594 (Rev 6-93)

RECORD TRA

102983442

U.S. Department of Commerce Patent and Trademark Office

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

1. Name of conveying party(ies):

Stile U.S. Acquisition Corp., Premdor Finace LLC, Masonite Holdings, Inc., Masonite Door Corporation, WMW, Inc., Woodlands Millwork I, LTD., Masonite Entry Door Corporation, EGER Properties, Door Installation Specialist Corporation, Pitnu Acquisition Company, Inc., Cutting Edge Tooling, Inc., Florida Made Door Co., Louisiana Millwork L.L.C., FBL Corporation, & Masonite Corporation

Individual(s) Association
 General Partnership Limited Partnership
*Corporations
* Other Limited Liability Corporations

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

3. Nature of conveyance:

Assignment Merger
* Security Agreement Change of Name
 Other _____

Execution Date: April 6, 2005

2. Name and address of receiving party(ies):

Name: The Bank of Nova Scotia, as collateral agent

Street Address: One Liberty Plaza

City: New York State: NY ZIP: 10006

Country: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
* Other bank, financial institution

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ATTACHED LIST

B. Trademark No.(s) SEE ATTACHED LIST

Additional numbers attached * Yes No

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

Name: Robert E. Rude II
Internal Address: Mayer, Brown, Rowe & Maw LLP
Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 91

7. Total fee (37 CFR 3.41): \$ 2,290.00

* Enclosed (Check No. 3781)
 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.

Robert E. Rude II [Signature] April 8, 2005
Name of Person Signing Signature Date

04/15/2005 ECOOPER 00000327 503850

01 FC:8521
02 FC:8522

(40.00 OP
2250.00 OP)

Total number of pages comprising cover sheet and document attachments: 33

DCDB01 20720332.1 08-Apr-05 13:09

TRADEMARK
REEL: 003151 FRAME: 0285

TRADEMARKS

503,850	2,914,882	78/456,388
830,876	2,846,034	72/433/813
1,971,092	1,414,612	2,412,598
398,630	851,728	78/490,201
2,208,531	248,040	78/490,209
1,415,010	1,776,243	78/490,619
1,431,970	76/038,165	78/490,655
876,306	76/041,575	78/505,753
504,545	1,536,381	78/505,788
847,965	1,923,665	78/508,277
512,340	1,795,001	78/508,327
876,307	1,560,925	78/515,777
1,391,255	1,536,381	78/519,846
512,420	1,560,925	78/519,851
1,886,072	1,923,665	78/519,861
2,304,522	1,879,770	78/530,349
644,605	76/038,165	78/530,363
1,415,901	76/041,575	78/530,501
2,818,179	78/389,392	78/553,761
2,832,827	78/395,030	78/553,775
76/449,722	78/413,461	78/554,772

(63)

78/554,772	2,815,483
78/544,799	76/387,218
78/554,818	76/387,219
78/561,092	2,863,456
78/561,593	2,889,904
78/562,795	2,861,089
78/575,500	2,902,083
75/670,593	
76/055,770	(28)
2,164,367	(See U.S. Trademark Case Summary Table for additional information.)
2,010,161	
1,615,734	
1,127,796	
76/203,831	
2,678,839	
2,654,083	
76/370,824	
2,845,646	
76/371,190	
76/486,712	
76/367,988	

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2005, among STILE U.S. ACQUISITION CORP. (the "Borrower"), the entities listed on Schedule I hereto (the "Subsidiary Grantors"; the Borrower and the Subsidiary Grantors, collectively, the "Grantors") and THE BANK OF NOVA SCOTIA, as Collateral Agent (the "Collateral Agent").

Reference is made to the US Security Agreement dated as of April 6, 2005 (as amended, supplemented or otherwise modified from time to time, the "US Security Agreement"), among the Borrower, the other Grantors named therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of April 6, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Security Agreement. The rules of construction specified in the US Security Agreement also apply to this Agreement (with all references in any such subsections to "this Security Agreement" being deemed to be references to this Agreement).

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, and during the continuance of an Event of Default assigns, transfers and conveys to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule II (the "Trademarks"), and including any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof;


(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement; provided that security interests granted herein shall automatically terminate upon the termination, release or other discharge of the Collateral Agent's security interest in the Trademark Collateral granted pursuant to the US Security Agreement as contemplated by the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STILE U.S. ACQUISITION CORP.,

By 
Name: _____
Title:

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 003151 FRAME: 0290

EACH OF THE ENTITIES LISTED ON
SCHEDULE I HERETO,

PREMDOR FINANCE LLC

By:


Name:

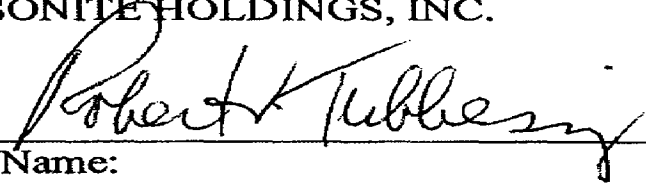
Title:

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 003151 FRAME: 0291

MASONITE HOLDINGS, INC.

By:



Name:

Title:

[Trademark Security Agreement – Signature Page]

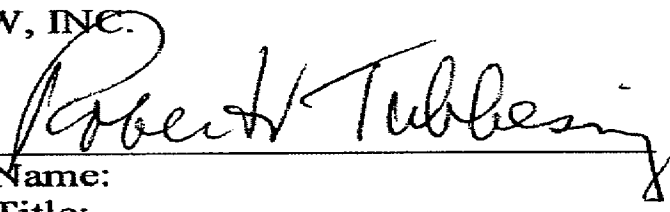
TRADEMARK
REEL: 003151 FRAME: 0292

MASONITE DOOR CORPORATION

By: Robert Tubbesing
Name:
Title:

WMW, INC.

By:



Name:

Title:

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 003151 FRAME: 0294

WOODLANDS MILLWORK I, LTD.

By: WMW, INC
Its: General Partner

By: Robert F. Tubbesing
Name:
Title:

MASONITE ENTRY DOOR CORPORATION

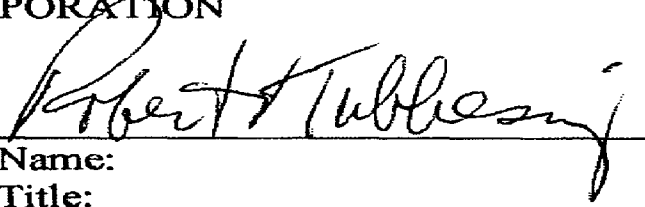
By: Robert H Tubbesing
Name:
Title:

EGER PROPERTIES

By: Robert K Tubbesing
Name:
Title:

DOOR INSTALLATION SPECIALIST
CORPORATION

By:

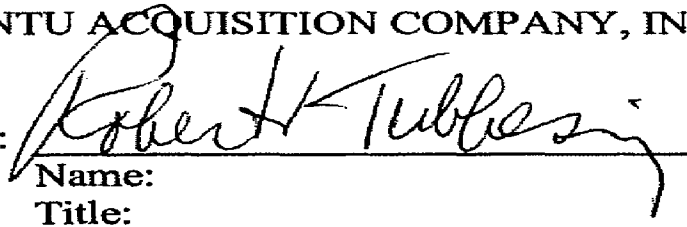

Name:
Title:

PINTU ACQUISITION COMPANY, INC.

By:

Name:

Title:

A handwritten signature in black ink, appearing to read "Robert H. Tubbesing", is written over a horizontal line. The signature is cursive and extends above and below the line.

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 003151 FRAME: 0299

CUTTING EDGE TOOLING, INC.

By: *Rose Murphy*
Name:
Title:

[Trademark Security Agreement – Signature Page]

FLORIDA MADE DOOR CO.

By: Rose Murphy
Name:
Title:

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 003151 FRAME: 0301

LOUISIANA MILLWORK L.L.C.

By: *Ross Murphy*
Name:
Title:

[Trademark Security Agreement – Signature Page]

FBL CORPORATION


By: Rose Murphy
Name:
Title:

[Trademark Security Agreement – Signature Page]

MASONITE CORPORATION

By: Robert Tubbs
Name:
Title:

THE BANK OF NOVA SCOTIA, as Collateral Agent,

By 
Name: JOHN HOPMANS
Title: MANAGING DIRECTOR

By _____
Name:
Title:

[Trademark Security Agreement – Signature Page]

Schedule I

Subsidiary Grantors

Premdor Finance LLC
Masonite Holdings, Inc.
Masonite Door Corporation
FBL Corporation
WMW, Inc.
Woodlands Millwork I, Ltd.
Masonite Entry Door Corporation
Florida Made Door Co.
Door Installation Specialist Corporation
Cutting Edge Tooling, Inc.
Pintu Acquisition Company, Inc.
Masonite Corporation

[Trademark Security Agreement -- Signature Page]

Case Tracking System
U.S. Trademark Case Summary Table

Date: April 5, 2005

Case Number	Client Name	Status	Application Serial Number, Registration No.
26240.102	Masonite Corporation	Registered Registered: 11/16/1948	BENELEX 71/511,565 503,850
26240.102A	Masonite Corporation	Registered Registered: 6/27/1967	BENELEX 72/237,140 830,876
26240.106	Masonite Corporation	Registered Registered: 4/30/1996	CRAFTCORE 74/631,491 1,971,092
26240.108	Masonite Corporation	Registered Registered: 11/10/1942	DURON 71/453,903 398,630
26240.110	Masonite Corporation	Registered Registered: 12/8/1998	FASTOUCH 75/335,146 2,208,531
26240.111	Masonite Corporation	Registered Registered: 10/28/1986	FLAME TEST 73/572,697 1,415,010
26240.114	Masonite Corporation	Registered Registered: 3/10/1987	LEGACY 73/569,074 1,431,970
26240.115A	Masonite Corporation	Registered Registered: 9/9/1969	M STYLIZED TREES DESIGN 72/317,352 876,306
26240.118	Masonite Corporation	Registered Registered: 12/7/1948	MASONEX 71/521,742 504,545
26240.119	Masonite Corporation	Registered Registered: 4/23/1968	MASONITE STYLIZED 72/271,268 847,965
26240.120	Masonite Corporation	Registered Registered: 7/19/1949	MASONITE 71/512,682 512,340
26240.124	Masonite Corporation	Registered Registered: 9/9/1969	MASONITE (BLOCK LETTERS) 72/317,353 876,307

U.S. Trademark Case Summary Table

Date: April 5, 2005

Case Number	Client Name	Status	Application Serial Number, Registration No.	Mark
26240.124A	Masonite Corporation	Registered Registered: 4/29/1986	73/559,499 1,391,255	MASONITE (BLOCK LETTERS)
26240.135	Masonite Corporation	Registered Registered: 7/19/1949	71/539,824 512,420	PRESWOOD
26240.136	Masonite Corporation	Registered Registered: 3/28/1995	74/524,835 1,886,072	PRIMECOTE
26240.140	Masonite Corporation	Registered Registered: 12/28/1999	75/267,850 2,304,522	TRUGRAIN
26240.150	Masonite Corporation	Registered Registered: 4/30/1957	72/008,084 644,605	PANELGROOVE
26240.152	Masonite Corporation	Registered Registered: 11/4/1986	73/589,617 1,415,901	V-SIDE
16240.426	Masonite International Corp	Registered Registered: 2/24/2004	76/436,039 2,818,179	ARTEK
16240.440	Masonite International Corp	Registered Registered: 4/13/2004	76/441,965 2,832,827	MASONITE. THE BEAUTIFUL DOOR
16240.500	Masonite International Corp	Pending Filed on 9/10/2002	76/449,722	MASONITE
16240.510	Masonite International Corp	Registered Registered: 12/28/2004	76/458,333 2,914,882	CAPRI
16240.520	Masonite International Corp	Registered Registered: 5/25/2004	76/458,332 2,846,034	BELLAGIO
26240.103	Masonite International Corp	Registered Registered:	566,259 1,414,612	BEST ALL AROUND

U.S. Trademark Case Summary Table

Date: April 5, 2005

Case
Number
Mark

Client Name
Client Case No.

Status

10/21/1986

Application
Serial Number,
Registration No.

Case Tracking System
 U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>	<u>Mark</u>
26240.115	Masonite International Corp	Registered Registered: 7/2/1968	274,439 851,728	M STYLIZED TREES DESIGN
26240.120A	Masonite International Corp	Registered Registered: 10/16/1928	265,873 248,040	MASONITE
26240.180	Masonite International Corp	Registered Registered: 6/15/1993	74/326,797 1,776,243	SPAN-RITE
26240.300	Masonite International Corp	Pending Filed on 5/1/2000	76/038,165	STEELWOOD ENTRY SYSTEMS
26240.301	Masonite International Corp	Pending Filed on 5/5/2000	76/041,575	STEELWOOD
26240.302	Masonite International Corp	Registered Registered: 4/25/1989	1,536,381	PREMDOR
26240.303	Masonite International Corp	Registered Registered: 10/3/1995	1,923,665	PREMWOOD
26240.304	Masonite International Corp	Registered Registered: 9/28/1993	74/142,008 1,795,001	FAST FIT
26240.305	Masonite International Corp	Registered Registered: 10/17/1989	1,560,925	PREMDOR DESIGN
26240.307	Masonite International Corp	Registered Registered: 4/25/1989	688,578 1,536,381	PREMDOR
26240.308	Masonite International Corp	Registered Registered: 10/17/1989	73/688,617 1,560,925	PREMDOR STYLIZED

Case Tracking System
U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Mark</u>	<u>Case Number</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>
26240.309	Masonite International Corp	Registered Registered: 10/3/1995	74/457,521 1,923,665	PREMWOOD
26240.310	Masonite International Corp	Registered Registered: 2/21/1995	74/386,119 1,879,770	SAFE'N SOUND
26240.311	Masonite International Corp	Suspended	76/038,165	STEEL WOOD ENTRY SYSTEMS
26240.312	Masonite International Corp	Suspended	76/041,575	STEEL WOOD
26240.325	Masonite International Corp	Pending Filed on 3/23/2004	78/389,392	CAVALIER
26240.326	Masonite International Corp	Pending Filed on 4/1/2004	78/395,036	MASONITE DIGITAL TECHNOLOGY & DESI
26240.326B	Masonite International Corp	Pending Filed on	78/395,030	MASONITE DIGITAL TECHNOLOGY
26240.327	Masonite International Corp	Pending Filed on 5/5/2004	78/413,461	SELECT SERIES
26240.328	Masonite International Corp	Pending Filed on 7/26/2004	78/456,388	FAST-FRAME
26240.411	Masonite International Corp	Registered Registered: 10/29/1974	72/433,813 0,996,940	STA-TRU
26240.412	Masonite International Corp	Registered Registered: 12/12/2000	75/904,906 2,412,598	WELCOMEWATCH
26240.415	Masonite International	Pending	78/490,201	MASONITE INSPIRATIONS

U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u> <u>Mark</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>
	Corp	Filed on 9/27/2004	

U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u> <u>Mark</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>
26240.416	Masonite International Corp	Pending Filed on 9/27/2004	78/490,209 INSPIRATIONS
26240.417	Masonite International Corp	Pending Filed on 9/28/2004	78/490,619 INSPIRATIONS
26240.418	Masonite International Corp	Pending Filed on 9/28/2004	78/490,655 XPRESSIONS
26240.419	Masonite International Corp	Pending Filed on 10/26/2004	78/505,753 IMAGINATION BECOMES REALITY
26240.420	Masonite International Corp	Pending Filed on 10/26/2004	78/505,788 IMAGINE THE POSSIBILITIES
26240.421	Masonite International Corp	Pending Filed on 10/29/2004	78/508,277 INDESIGN
26240.422	Masonite International Corp	Pending Filed on 10/29/2004	78/508,327 INDESIGN DOOR DESIGNS YOU INSPIRE
26240.423	Masonite International Corp	Pending Filed on 11/12/2004	78/515,777 CHEYENNE
26240.424	Masonite International Corp	Pending Filed on 11/19/2004	78/519,846 DOORFAB
26240.425	Masonite International Corp	Pending Filed on 11/19/2004	78/519,851 DOOR FABRICATION SERVICES
26240.426	Masonite International Corp	Pending Filed on 11/19/2004	78/519,861 DOORFAB

U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u> <u>Mark</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>	
26240.427	Masonite International Corp	Pending Filed on 12/10/2004	78/530,349	INDESIGN DOORS YOU INSPIRE
26240.428	Masonite International Corp	Pending Filed on 12/10/2004	78/530,363	DIGITECH
26240.429	Masonite International Corp	Pending Filed on 12/10/2004	78/530,501	TIMBERGRAIN
26240.430	Masonite International Corp	Pending Filed on 1/25/2005	78/553,635	BARCELONA
26240.431	Masonite International Corp	Pending Filed on 1/25/2005	78/553,761	CAPE COD
26240.432	Masonite International Corp	Pending Filed on 1/25/2005	78/553,775	NEW HAVEN
26240.433	Masonite International Corp	Pending Filed on 1/27/2005	78/554,772	TUSCON
26240.434	Masonite International Corp	Pending Filed on 1/27/2005	78/554,799	PROVIDENCE
26240.435	Masonite International Corp	Pending Filed on 1/27/2005	78/554,818	ESSEX
26240.436	Masonite International Corp	Pending Filed on 2/4/2005	78/561,092	OXFORD
26240.437	Masonite International Corp	Pending Filed on 2/7/2005	78/561,593	EZ CLEAN GLASS

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U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>	<u>Mark</u>
26240.438	Masonite International Corp	Pending Filed on 2/8/2005	78/562,795	ELMHURST
26240.439	Masonite International Corp	Pending Filed on 2/25/2005	78/575,500	REFLECTION
6240.380	Masonite International Corp	Pending Filed on 3/29/1999	75/670,593	HERITAGE
6240.430	Masonite International Corp	Pending Filed on 5/24/2000	76/055,770	COLORADO SERIES
6240.450	Masonite International Corp	Registered Registered: 6/9/1998	75/041,891 2,164,367	TIMBERGRAIN
6240.470	Masonite International Corp	Registered Registered: 10/22/1996	75/023,855 2,010,161	EVERGREEN
6240.490	Masonite International Corp	Registered Registered: 10/2/1990	74/018,325 1,615,734	HARMONY
6240.600	Masonite International Corp	Registered Registered: 12/18/1979	73/179,802 1,127,796	CASTLEGATE
6240.630	Masonite International Corp	Pending Filed on 2/2/2001	76/203,832	PREMTECH
6240.640	Masonite International Corp	Allowed	76/203,831	PREMTEK
6240.660	Masonite International Corp	Registered Registered: 1/21/2003	76/203,833 2,678,839	PREMVU

U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application</u> <u>Serial Number,</u> <u>Registration No.</u>	<u>Mark</u>
6240.750	Masonite International Corp	Registered Registered: 11/26/2002	76/336,329 2,654,083	MOHAWK
6240.820	Masonite International Corp	Pending Filed on 2/14/2002	76/370,824	PREMCOOR
6240.830	Masonite International Corp	Registered Registered: 5/25/2004	76/371,014 2,845,646	OAKCRAFT
6240.840	Masonite International Corp	Pending Filed on 2/14/2002	76/371,190	ROYAL MAHOOGANY
6240.840B	Masonite International Corp	Pending Filed on 2/3/2003	76/486,712	ROYAL MAHOOGANY
6240.850	Masonite International Corp	Pending Filed on 2/7/2002	76/367,988	MASON SERIES
6240.860	Masonite International Corp	Registered Registered: 2/17/2004	76/367,987 2,815,483	DOOR REWARDS
6240.890	Masonite International Corp	Pending Filed on 3/27/2002	76/387,218	MASONITE
6240.900	Masonite International Corp	Pending Filed on 3/27/2002	76/387,219	MASONITE & DESIGN
6240.910	Masonite International Corp	Registered Registered: 7/13/2004	76/486,711 2,863,456	BARRINGTON
6240.920	Masonite International Corp	Registered Registered: 9/28/2004	76/491,237 2,889,904	BELLEVILLE

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Case Tracking System
U.S. Trademark Case Summary Table

Date: April 5, 2005

<u>Case Number</u>	<u>Client Name</u> <u>Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
6240.930	Masonite International Corp	Registered Registered: 7/6/2004	76/491,238 2,861,089	PALAZZO SERIES
6240.970	Masonite International Corp	Registered Registered: 11/9/2004	76/501,841 2,902,083	PREMCOB

2