

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Norcraft Companies, L.P.		12/09/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3-C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1761395	BROOKWOOD
Registration Number:	1558053	CROSSINGS
Registration Number:	1426600	
Registration Number:	1563411	EXCELLENCE IN CABINETS CROSSINGS
Registration Number:	2563021	KITCHEN & BATH IDEAS
Registration Number:	2892793	KITCHEN&BATH IDEAS
Registration Number:	1705039	NORCRAFT CABINETS
Registration Number:	2505147	PDC PERSONAL DESIGN CHOICES
Registration Number:	1162775	STARMARK
Registration Number:	3030122	FASHION MADE AFFORDABLE
Registration Number:	3357532	KITCHEN CABINET EXPRESS
Registration Number:	3180924	YOUR EVERY DAY PARADE OF KITCHENS
Registration Number:	3168735	KITCHEN & BATHIDEAS CABINETS SHOWROOM

CH \$865.00 1761395

Registration Number:	2499186	DESIGN OPTIONS
Registration Number:	3527121	PDC PERSONAL DESIGN CHOICES
Registration Number:	3475448	STARMARK CABINETRY
Registration Number:	3457226	PLAN TOQUOTE
Registration Number:	3457228	PQ PLAN TO QUOTE
Registration Number:	3652665	DESTINY
Registration Number:	3655930	ENTREÉ
Registration Number:	3334502	VISION
Registration Number:	3118412	ICS INNOVATIVE + CABINET + SOLUTIONS
Registration Number:	2955754	NORCRAFT COMPANIES
Registration Number:	2871323	NORCRAFT COMPANIES, L.L.C.
Registration Number:	3716963	ULTRACRAFT
Serial Number:	77883683	FIELDSTONE
Serial Number:	77883542	FIELDSTONE CABINETRY
Serial Number:	77883565	MID CONTINENT CABINETRY
Serial Number:	77883711	M MID CONTINENT CABINETRY
Serial Number:	77883696	NORCRAFT CABINETRY
Serial Number:	77884183	MID CONTINENT PRO SERIES
Serial Number:	77883996	MID CONTINENT SIGNATURE SERIES
Serial Number:	77719813	U ULTRACRAFT CABINETS FOR LIFE
Serial Number:	78690821	DESTINY

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	215876
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/11/2009

Total Attachments: 7

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Second Lien Trademark Security Agreement

Trademark Security Agreement, dated as of December 9, 2009 by NORCRAFT COMPANIES, L.P., a Delaware limited partnership, (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

W i t n e s s e t h:

WHEREAS, the Pledgor is party to a U.S. Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 the Indenture, the Pledgor hereby agrees 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. 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 the Pledgor:

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

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests 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 payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has

been asserted) and termination of the Security Agreement, or as otherwise provided in the Indenture, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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.,
as Pledgor

By: NORCRAFT GP, L.L.C.,
its General Partner

By: 

Name: Leigh Ginter


Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,







as Collateral Agent


By: 
Name: Richard Prokosch
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Norcraft Companies, L.P.	1,761,395 3/30/93	BROOKWOOD
Norcraft Companies, L.P.	1,558,053 9/26/89	CROSSINGS 
Norcraft Companies, L.P.	1,426,600 1/27/87	Design only 
Norcraft Companies, L.P.	1,563,411 10/31/89	EXCELLENCE IN CABINETS CROSSINGS 
Norcraft Companies, L.P.	2,563,021 4/23/02	KITCHEN & BATH IDEAS
Norcraft Companies, L.P.	2,892,793 10/12/04	KITCHEN & BATH IDEAS 
Norcraft Companies, L.P.	1,705,039 8/4/92	NORCRAFT CABINETS
Norcraft Companies, L.P.	2,505,147 11/6/01	PDC PERSONAL DESIGN CHOICES 
Norcraft Companies, L.P.	1,162,775 7/28/81	STARMARK 

OWNER	REGISTRATION NUMBER	TRADEMARK
Norcraft Companies, L.P.	3,030,122 12/13/05	Fashion Made Affordable
Norcraft Companies, L.P.	3,357,532 12/18/07	KITCHEN CABINET EXPRESS KITCHEN CABINET EXPRESS
Norcraft Companies, L.P.	3,180,924 12/05/06	YOUR EVERY DAY PARADE OF KITCHENS YOUR EVERY DAY PARADE OF KITCHENS
Norcraft Companies, L.P.	3,168,735 11/07/06	KITCHEN AND BATHIDEAS CABINETRY SHOWROOM Kitchen ? & Bath Ideas CABINETRY SHOWROOM
Norcraft Companies, L.P.	2,499,186 10/16/01	Design Options
Norcraft Companies, L.P.	3,527,121 11/04/08	 PDC PERSONAL DESIGN CHOICES
Norcraft Companies, L.P.	3,475,448 07/29/08	STARMARK CABINETRY STARMARK CABINETRY
Norcraft Companies, L.P.	3,457,226 07/01/08	PLAN TOQUOTE PLAN TOQUOTE