

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
RSI Home Products Management, Inc.		12/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	500 N. State College Blvd., Suite 1350
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92868
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2796727	AMERICAN CLASSICS
Registration Number:	3836253	ARCHITECTURAL BATH
Serial Number:	85152689	CONTINENTAL CABINETS
Serial Number:	85152696	CONTINENTAL CABINETS
Registration Number:	1664930	CONTINENTAL CABINETS INC.
Registration Number:	2899001	ESTATE BY RSI
Serial Number:	77398394	INSIGNIA
Registration Number:	2793759	MASTERBATH
Serial Number:	77771585	MEDISAFE BY RSI
Serial Number:	77771562	MEDISAFE
Serial Number:	77771570	MEDISAFE BY RSI
Registration Number:	3248403	PERMAVAR
Registration Number:	3331447	PERMAVAR
Registration Number:	3423270	QWIK HANG

CH \$765.00 2796727

Serial Number:	77786107	ROCK RIDGE
Registration Number:	1610592	RSI
Serial Number:	77391737	RSI
Registration Number:	3524649	RSI PCS
Registration Number:	3524648	RSI PROFESSIONAL CABINET SOLUTIONS
Registration Number:	3868701	STONETEK
Serial Number:	85143504	STORAGE BASICS
Serial Number:	78913198	STORAGE BASICS
Registration Number:	3332900	STOR-IT-ALL
Serial Number:	78913205	STOR-MOR
Registration Number:	3399808	TOUGH FOR ALL YOUR STUFF
Registration Number:	3796464	TRADEMARK
Registration Number:	3545316	VERSAKIT
Registration Number:	3545356	VERSAKIT
Serial Number:	77273258	VICO
Serial Number:	77273284	VICO VALUE IN COST OUT

CORRESPONDENCE DATA

Fax Number: (415)773-5759
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415.773.5700
Email: zfinley@orrick.com, kseeger@orrick.com, orapoport@orrick.com
Correspondent Name: Zachary S. Finley
Address Line 1: 405 Howard Street
Address Line 2: The Orrick Building
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	1696.500
NAME OF SUBMITTER:	Zachary S. Finley
Signature:	/Zachary S. Finley/
Date:	12/16/2010

Total Attachments: 6
source=Grant of Security Interest (Trademarks)#page1.tif
source=Grant of Security Interest (Trademarks)#page2.tif
source=Grant of Security Interest (Trademarks)#page3.tif
source=Grant of Security Interest (Trademarks)#page4.tif
source=Grant of Security Interest (Trademarks)#page5.tif
source=Grant of Security Interest (Trademarks)#page6.tif

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of December 8, 2010 is executed by RSI HOME PRODUCTS MANAGEMENT, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as administrative agent for the Lenders (as defined below) (in such capacity, together with any successors and assigns in such capacity, the "Administrative Agent"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Credit Agreement, dated as of December 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RSI Home Products, Inc., a Delaware corporation ("RSIHP"), RSI Home Products Manufacturing, Inc., a Delaware corporation ("RSIHP Manufacturing" and, together with RSIHP, collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and Wells Fargo, as Administrative Agent, collateral agent for the Secured Parties, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties may, from time to time, enter into Lender Rate Contracts with one or more of the Borrowers or provide Lender Bank Products to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor, the Borrowers, RSI Home Products Sales, Inc., Continental Cabinets LLC and other entities party thereto from time to time have entered into a Security Agreement dated as of December 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent, for the benefit

of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:


Wells Fargo Bank, National Association
500 N. State College Blvd, Suite 1350
Orange, CA 92868
Attention: Michael Faucher, Vice President
Tel. No. (714) 712-2507
Fax No. (714) 712-2510
E-mail: michael.faucher@wellsfargo.com

This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**RSI HOME PRODUCTS MANAGEMENT,
INC.,
a Delaware corporation**






By: 
Name: Jonathan Robertson
Title: Senior Vice President, General Counsel and
Secretary



[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS)--
RSI HOME PRODUCTS MANAGEMENT, INC.]


**TRADEMARK
REEL: 004435 FRAME: 0329**

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

**Trademarks
United States Patent & Trademark Office**

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status
AMERICAN CLASSICS	76/366,319 2,796,727	02/01/2002 12/23/2003	RSI Home Products Management, Inc.	Registered
ARCHITECTURAL BATH	78,671,621 3,836,253	07/15/2005 08/17/2010	RSI Home Products Management, Inc.	Registered
CONTINENTAL CABINETS	85/152,689	10/14/2010	RSI Home Products Management, Inc.	Pending ITU
	85/152,696	10/14/2010	RSI Home Products Management, Inc.	Pending ITU
	74/089,553 1,664,930	08/20/1990 11/19/1991	RSI Home Products Management, Inc.	Registered (Renewed)
	76/537,246 2,899,001	08/14/2003 11/02/2004	RSI Home Products Management, Inc.	Registered
INSIGNIA	77/398,394	01/13/2009	RSI Home Products Management, Inc.	Pending
MASTERBATH	76/366,320 2,793,759	01/01/2002 12/16/2003	RSI Home Products Management, Inc.	Registered
MEDISAFE	77/771,562	11/17/2009	RSI Home Products Management, Inc.	Pending ITU
	77/771,585	11/17/2009	RSI Home Products Management, Inc.	Pending ITU
MEDISAFE BY RSI	77/771,570	11/17/2009	RSI Home Products Management, Inc.	Pending ITU
PERMAVAR	78/649,800 3,248,403	06/13/2005 05/29/2007	RSI Home Products Management, Inc.	Registered
	78/705,689 3,331,447	09/01/2005 11/06/2007	RSI Home Products Management, Inc.	Registered
QWIK HANG	76/551,730	10/10/2003	RSI Home	Registered

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status
	3,423,270	05/06/2008	Products Management, Inc.	
ROCK RIDGE	77/786,107	07/21/2009	RSI Home Products Management, Inc.	Pending ITU
RSI	73/818,628 1,610,592	08/11/1989 08/21/1990	RSI Home Products Management, Inc.	Registered (Renewed)
	77/391,737	02/07/2008	RSI Home Products Management, Inc.	Pending ITU
RSI PCS	77/034,446 3,524,649	11/01/2006 10/28/2008	RSI Home Products Management, Inc.	Registered
RSI PROFESSIONAL CABINET SOLUTIONS	77/034,442 3,524,648	11/01/2006 10/28/2008	RSI Home Products Management, Inc.	Registered
STONETEK	77/979,073 3,868,701	11/12/2007 10/26/2010	RSI Home Products Management, Inc.	Registered
STORAGE BASICS	85/143,504	10/01/2010	RSI Home Products Management, Inc.	Pending ITU
STORAGE BASICS	78/913,198	06/21/2006	RSI Home Products Management, Inc.	Pending ITU
STOR-IT-ALL	78/978,990 3,332,900	03/24/2005 11/06/2007	RSI Home Products Management, Inc.	Registered
STOR-MOR	78/913,205	06/21/2006	RSI Home Products Management, Inc.	Pending
TOUGH FOR ALL YOUR STUFF	78/802,730 3,399,808	01/30/2006 03/18/2008	RSI Home Products Management, Inc.	Registered
TRADEMARK	77/529,284 3,796,464	07/23/2008 06/01/2010	RSI Home Products Management, Inc.	Registered
VERSAKIT	78/890,184 3,545,316	05/23/2006 12/09/2008	RSI Home Products Management, Inc.	Registered
	78/915,508 3,545,356	06/23/2006 12/09/2008	RSI Home Products Management, Inc.	Registered
VICO	77/273,258	09/06/2007	RSI Home Products Management, Inc.	Pending ITU

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status
	77/273,284	09/06/2007	RSI Home Products Management, Inc.	Pending ITU