

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641360

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------|
| American Woodmark Corporation | | 04/22/2021 | Corporation: VIRGINIA |
| Professional Cabinet Solutions, Inc. | | 04/22/2021 | Corporation: CALIFORNIA |
| RSI Home Products Management, Inc. | | 04/22/2021 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Wells Fargo, National Association, as Administrative Agent |
| Street Address: | Roanoke Loan Center, 7711 Plantation Road |
| Internal Address: | MAC-4058-017 |
| City: | Roanoke |
| State/Country: | VIRGINIA |
| Postal Code: | 24019 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 5430183 | ATHERTON |
| Registration Number: | 5835294 | CELEBRATE LIFE WITH STYLE |
| Registration Number: | 5656802 | COLEBROOK |
| Registration Number: | 5449357 | EDGEWORTH |
| Registration Number: | 5721002 | KINSDALE |
| Registration Number: | 5377084 | MACARTHUR |
| Registration Number: | 5520778 | OLMSTED |
| Registration Number: | 5794531 | PORTFOLIO |
| Registration Number: | 5935368 | PORTFOLIO SELECT |
| Registration Number: | 1967582 | TIMBERLAKE |
| Registration Number: | 5794530 | VALUE BUILT |
| Registration Number: | 5376674 | WESTFALL |
| Registration Number: | 5868913 | PCS |
| Registration Number: | 5885870 | PROFESSIONAL CABINET SOLUTIONS |

OP \$590.00 5430183

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Registration Number: | 5739993 | ESTATE BY RSI |
| Registration Number: | 4238782 | EXPRESS OPTIONS |
| Registration Number: | 5751500 | RSI |
| Serial Number: | 88626615 | INSPIRE |
| Serial Number: | 87913251 | ORIGINS BY TIMBERLAKE |
| Serial Number: | 88298664 | PROFOLIO |
| Serial Number: | 88298676 | PROFOLIO |
| Serial Number: | 88298683 | PROFOLIO |
| Serial Number: | 88036890 | TIMBERLAKE CONNECT |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1360455 TM |
| NAME OF SUBMITTER: | Jonathan Fuste |
| SIGNATURE: | /Jonathan Fuste/ |
| DATE SIGNED: | 04/22/2021 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of April 22, 2021 (this "Agreement"), by and among American Woodmark Corporation, a Virginia corporation (the "Borrower"), certain Subsidiaries of the Borrower, as identified on the signature pages hereto (such Subsidiaries, together with the Borrower, the "Grantors") and Wells Fargo Bank, National Association ("Wells Fargo Bank"), as Administrative Agent.

Reference is made to (a) the Amended & Restated Credit Agreement, dated as of April 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Lenders from time to time party thereto and Wells Fargo Bank, as Administrative Agent and (b) the Collateral Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower, the other "Grantors" (as defined in the Collateral Agreement) from time to time party thereto and Wells Fargo Bank, as Administrative Agent. The Lenders and the Issuing Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto 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 and the Issuing Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

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

(a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed in Schedule I, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present

or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill and all other assets, rights and interests that uniquely reflect or embody such goodwill) throughout the world; and

(b) all exclusive Trademark Licenses under which any Grantor is a licensee, including, without limitation, those referred to in Schedule I.

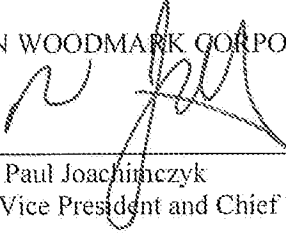
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature Pages Follow]

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

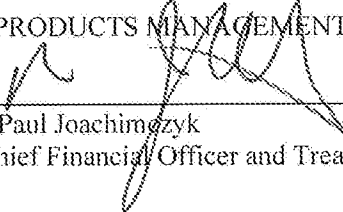
AMERICAN WOODMARK CORPORATION

By: 
Name: Paul Joachimczyk
Title: Vice President and Chief Financial Officer

PROFESSIONAL CABINET SOLUTIONS, INC.

By: 
Name: Paul Joachimczyk
Title: Chief Financial Officer and Treasurer

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 
Name: Paul Joachimczyk
Title: Chief Financial Officer and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Dermaine A. Lewis*
Name: Dermaine A. Lewis
Title: Senior Vice President

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 007267 FRAME: 0490

SCHEDULE I

American Woodmark Corporation

Registered Trademarks: (United States)

| Owner | Mark | Registration No. | Date Registered | Renewal Date |
|-------------------------------|--------------------------------------|------------------|-----------------|--------------|
| American Woodmark Corporation | ATHERTON | 5430183 | 3/20/2018 | 3/20/2028 |
| American Woodmark Corporation | Celebrate Life With Style | 5835294 | 8/13/2019 | 8/13/2029 |
| American Woodmark Corporation | COLEBROOK | 5656802 | 1/15/2019 | 1/15/2029 |
| American Woodmark Corporation | EDGEWORTH | 5449357 | 4/17/2018 | 4/17/2028 |
| American Woodmark Corporation | Kinsdale | 5721002 | 4/9/2019 | 4/9/2029 |
| American Woodmark Corporation | MACARTHUR | 5377084 | 1/9/2018 | 1/9/2028 |
| American Woodmark Corporation | OLMSTED | 5520778 | 7/17/2018 | 7/17/2028 |
| American Woodmark Corporation | Portfolio (Stylized & Design) | 5794531 | 7/2/2019 | 7/2/2029 |
| American Woodmark Corporation | Portfolio Select (Stylized & Design) | 5935368 | 12/17/2019 | 12/17/2029 |
| American Woodmark Corporation | Timberlake & Design | 1967582 | 4/16/1996 | 4/16/2026 |
| American Woodmark Corporation | Value Built (Stylized & Design) | 5794530 | 7/2/2019 | 7/2/2029 |
| American Woodmark Corporation | WESTFALL | 5376674 | 1/9/2018 | 1/9/2028 |

Trademark Applications: (United States)

| Owner | Mark | Serial No. | Date Filed |
|-------------------------------|-----------------------|------------|------------|
| American Woodmark Corporation | INSPIRE | 88626615 | 9/23/2019 |
| American Woodmark Corporation | Origins by Timberlake | 87913251 | 5/9/2018 |
| American Woodmark Corporation | PROFOLIO | 88298664 | 2/12/2019 |
| American Woodmark Corporation | PROFOLIO | 88298676 | 2/12/2019 |
| American Woodmark Corporation | PROFOLIO | 88298683 | 2/12/2019 |
| American Woodmark Corporation | TIMBERLAKE CONNECT | 88036890 | 7/13/2018 |

Professional Cabinet Solutions

Registered Trademarks: (United States)

| Owner | Mark | Registration No. | Date Registered | Renewal Date |
|--------------------------------|--------------------------------|------------------|-----------------|--------------|
| Professional Cabinet Solutions | PCS | 5868913 | 9/24/19 | 9/24/29 |
| Professional Cabinet Solutions | PROFESSIONAL CABINET SOLUTIONS | 5885870 | 10/15/19 | 10/15/29 |

Trademark Applications: (Foreign)



| Country | Owner | Mark | Registration No. | Date Registered | Renewal Date |
|---------|--------------------------------|------|------------------|-----------------|--------------|
| Canada | Professional Cabinet Solutions | PCS | TMA1089777 | 12/15/20 | 12/15/30 |

Trademark Applications: (Foreign)




| Country | Owner | Mark | Serial No. | Date Filed |
|---------|--------------------------------|--------------------------------|------------|------------|
| Canada | Professional Cabinet Solutions | PROFESSIONAL CABINET SOLUTIONS | 1880016 | 1/29/18 |

RSI Home Products Management, Inc.

Registered Trademarks: (United States)

| Owner | Mark | Registration No. | Date Registered | Renewal Date |
|------------------------------------|---|------------------|-----------------|--------------|
| RSI Home Products Management, Inc. |  | 5,739,993 | 4/30/2019 | 4/30/29 |
| RSI Home Products Management, Inc. | EXPRESS OPTIONS | 4,238,782 | 11/6/12 | 11/6/22 |
| RSI Home Products Management, Inc. |  | 5,751,500 | 5/14/19 | 5/14/29 |

Registered Trademarks: (Foreign)

| Country | Owner | Mark | Registration No. | Date Registered | Renewal Date |
|---------|------------------------------------|---|------------------|-----------------|--------------|
| Canada | RSI Home Products Management, Inc. | EXPRESS OPTIONS | TMA989976 | 2/2/18 | 2/2/33 |
| Canada | RSI Home Products Management, Inc. | RSI | TMA1008574 | 11/8/18 | 11/8/33 |
| Canada | RSI Home Products Management, Inc. | VILLA BATH | TMA1060610 | 10/24/19 | 10/24/29 |
| China | RSI Home Products Management, Inc. |  | 23186497 | 3/7/18 | 3/6/28 |
| China | RSI Home Products Management, Inc. |  | 23186495 | 3/7/18 | 3/6/28 |
| China | RSI Home Products Management, Inc. |  | 23186494 | 6/7/18 | 6/6/28 |