

07-24-2000



101411077

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other First supplement to mortgage Reel 1757, Frames 0676

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Norcraft Companies, L.L.C., a Delaware limited liability company

Execution Date
Month Day Year
06/19/2000

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other limited liability company
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Heller Financial Inc., as Agent

DBA/AKA/TA

Composed of

Address (line 1) 500 West Monroe

Address (line 2)

Address (line 3) Chicago

Illinois

60661

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment)

07/21/2000 MTHA11 00000105 1910102

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

TRADEMARK
REEL: 002106 FRAME: 0688

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,910,102

1,438,075

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Angie Lalount

Name of Person Signing

Angie Lalount

Signature

6/22/00

Date Signed

FIRST SUPPLEMENT TO TRADEMARK MORTGAGE

THIS FIRST SUPPLEMENT TO TRADEMARK MORTGAGE (the "**First Supplement**") made as of this 19th day of June, 2000, by Norcraft Companies, L.L.C., a Delaware limited liability company ("**Mortgagor**"), in favor of Heller Financial, Inc., as agent ("**Mortgagee**") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

W I T N E S S E T H

WHEREAS, Mortgagor, Mortgagee and certain Lenders entered into that certain Credit Agreement dated as of June 16, 1998 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, as amended by that certain Consent, Waiver and Amendment No. 2 of even date herewith, the "**Credit Agreement**"), which Credit Agreement provides for Mortgagee and such Lenders to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, in connection with the execution of the Credit Agreement, Mortgagor executed and delivered to Mortgagee that certain Trademark Mortgage dated as of June 16, 1998 (as amended or otherwise modified from time to time, the "**Trademark Mortgage**"), recorded in the Patent and Trademark Office on July 24, 1998, at Reel 1757, Frames 0676;

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement.
2. Amendment. Mortgagor and Mortgagee hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the federally registered trademarks and trademark applications listed on Schedule A hereto.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Trademark Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademarks (as such term is defined in the Trademark Mortgage after giving effect to the amendments and other modifications contemplated by this First Supplement).
4. Binding Effect; Benefits. This First Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its

Trademarks (as such term is defined in the Trademark Mortgage after giving effect to the amendments and other modifications contemplated by this First Supplement).

4. Binding Effect; Benefits. This First Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this First Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS FIRST SUPPLEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS FIRST SUPPLEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS FIRST SUPPLEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS FIRST SUPPLEMENT.

IN WITNESS WHEREOF, Mortgagor has duly executed this First Supplement as of the date first written above.

NORCRAFT COMPANIES, L.L.C.

By Thomas S. Bagley
Its Vice President

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By _____
Its _____

successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this First Supplement.

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NORCRAFT COMPANIES, L.L.C.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By  _____
Its ANP _____

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
ULTRACRAFT	1,910,102	8/8/95
ULTRACRAFT	1,438,075	4/28/87

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
none		