

04-10-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102049991

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

1. Name of conveying party(ies):
 Craftmaster Manufacturing, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

2. Name and address of receiving party(ies)
 Name: Wells Fargo Bank, National Association, as Administrative Agent
 Internal Address: _____
 Street Address: 2030 Main Street, Suite 900
 City: Irvine State: CA Zip: 92614
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: Grant of Trademark Security Interest
 Execution Date: March 28, 2002

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

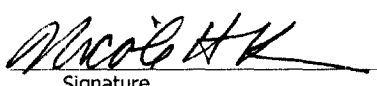
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) None.
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) Please see attached Schedule A.

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole Herron Kolhoff
 Internal Address: _____
 Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
 City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: _____
 7. Total fee (37 CFR 3.41)\$ _____
 Enclosed
 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.
Nicole Herron Kolhoff  April 3, 2002
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/03/2002 BAHMED1 00000082 74486465
 01 001481 40.00 BP
 02 001462 475.00 BP
 LA1-965775.1

TRADEMARK REEL: 002479 FRAME: 0032

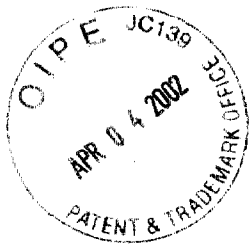
SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

All trademark registrations and applications listed herein are owned by Craftmaster Manufacturing, Inc.

Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
CARMELLE	Registered	74/486365	04-Feb-1994	1896248	30-May-1995
CAROLINA	Pending	76/382408	13-Mar-2002		
CARRARA	Pending	76/382405	13-Mar-2002		
CLASSIQUE	Registered	73/640187	16-Jan-1987	1661737	22-Oct-1991
CLASSIQUE RODIA	Pending	76/382409	13-Mar-2002		
CLASSIQUE SERRANA	Pending	76/382410	13-Mar-2002		
CLERMONT	Registered	74/079816	19-Jul-1990	1953493	30-Jan-1996
CM LOGO	Registered	75/122284	19-Jun-1996	2069608	10-Jun-1997
COLONIST	Registered	75/121880	19-Jun-1996	2113664	18-Nov-1997
COVENTRY	Registered	73/715494	07-Mar-1988	1505936	27-Sep-1988
CRAFTMASTER	Registered	74/245675	12-Feb-1992	1764508	13-Apr-1993
CRAFTMASTER CANYON	Pending	76/382407	13-Mar-2002		
CRAFTMASTER HARVEST	Registered	74/551304	20-Jul-1994	2025865	24-Dec-1996
CRAFTMASTER MESA	Pending	76/382406	13-Mar-2002		
CRAFTMASTER NATURAL	Registered	74/551303	20-Jul-1994	2029134	07-Jan-1997
CREMONA	Registered	74/486682	04-Feb-1994	1871351	03-Jan-1995
DOING MORE WITH DOORS	Registered	75/020332	15-Nov-1995	2013717	05-Nov-1996
EXTIRA	Pending	76/380474	11-Mar-2002		
MIRATEC (STYLIZED)	Registered	75/819093	08-Oct-1999	2383200	05-Sep-2000
MORNING SUN	Registered	74/553769	26-Jul-1994	1955768	13-Feb-1996



GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CRAFTMASTER MANUFACTURING, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of March 28, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, “**Interest Rate Exchangers**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 28, 2002 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in

no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of March, 2002.

CRAFTMASTER MANUFACTURING, INC.

By: 

Name: Jeffrey J. Cobb

Title: Assistant Secretary