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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies): MASONITE INTERNATIONAL CORPORATION
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SunTrust Bank, as Administrative Agent
Internal Address: Suite 1850
Street Address: 401 East Jackson Street
City: Tampa State: FL Zip: 33602
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Georgia
Other
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Amendment to Security Agreement
Execution Date: July 31, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-387,218 76-387,219
B. Trademark Registration No.(s) 1,536,381, 1,560,925, 1,795,001 & 1,879,770
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna J. Hunter, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Street Address: 600 Peachtree Street, N.E. Suite 2400
City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41) \$ 165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 16-0752

SEP 11 4 AM '02
FINANCE SECTION

9. Signature.
Donna J. Hunter
Name of Person Signing
September 4, 2002
Date
Signature

Total number of pages including cover sheet, attachments, and document:

09/09/2002 LNUELLER 00000126 76387218

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

01 FC:481 40.00 OP
02 FC:482 125.00 OP

TRADEMARK REEL: 002578 FRAME: 0116

FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is executed and delivered as of the 31st day of July, 2002 between MASONITE INTERNATIONAL CORPORATION (f/k/a PREMDOR, INC.) an Ontario corporation (the "Pledgor") and SUNTRUST BANK, as successor to BANK OF MONTREAL, in its capacity as agent for the Lenders (as defined in the Amended Credit Agreement described below) (the "Agent").

WHEREAS, the Pledgor, the other signatories thereto, as lenders ("Lenders"), the other signatories thereto as agents ("Other Agents") and the Agent are parties to that certain Credit Agreement dated as of August 31, 2001 (as amended prior to the date hereof, the "Prior Credit Agreement"); and

WHEREAS, to secure the Pledgor's obligations under the Prior Credit Agreement, the Pledgor and the Agent have executed and delivered that certain Trademark Collateral Agreement dated as of September 28, 2001 (the "Trademark Agreement"); and

WHEREAS, in connection with the modification of certain financial and other covenants of the existing credit facilities the Pledgor, the Agent, Other Agents and Lenders have amended and restated the Prior Credit Agreement in its entirety, as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Amended Credit Agreement"); and

WHEREAS, the Pledgor and the Lenders intend that the security interest granted by the Pledgor pursuant to the Trademark Agreement secure all of the Obligations of the Pledgor under the Amended Credit Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Trademark Agreement, and hereby further agree as follows:

1. The Trademark Agreement is hereby further modified and amended to the extent necessary to provide that all capitalized terms used therein and not otherwise defined therein shall have the meanings ascribed thereto in the Amended Credit Agreement.
2. Schedule A-1 of the Trademark Agreement is hereby deleted in its entirety and Schedule 1 attached hereto is substituted in lieu thereof.
3. Except as specifically modified and amended hereby, the text of the Trademark Agreement and all other Credit Documents shall remain unchanged and in full force and effect.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

5. The provisions of this Amendment shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the internal laws of the Province of Ontario, applicable to contracts made and to be performed in the Province of Ontario.

6. This Amendment shall be deemed to be a Credit Document for all purposes.

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

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

Sworn to and subscribed before me this ____ day of July, 2002

MASONITE INTERNATIONAL CORPORATION

By: Robert V. Tubbesin
Name: ROBERT V. TUBBESIN
Title: UP & CFO

Donna J. Hunter

NOTARY PUBLIC

My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Sworn to and subscribed before me this 30th day of July, 2002

SUNTRUST BANK, as Agent

By: Donald J. Carrington
Name: Donald J. Carrington
Title: Duly Authorized Signatory

Donna J. Hunter

NOTARY PUBLIC

My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

SCHEDULE A-1

FEDERAL TRADEMARK REGISTRATIONS

MARKS		REG. NO.	GRANTED
PREMDOR	73/688,578	1,536,381	APRIL 25, 1989
PREMDOR (STYLIZED)	73/688,617	1,560,925	OCTOBER 17, 1989
FAST-FIT (STYLIZED)	74/142,008	1,795,001	SEPTEMBER 28, 1993
SAFE'N SOUND	74/386,119	1,879,770	FEBRUARY 21, 1995

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
MASONITE	76-387,218	MARCH 27, 2002
MASONITE	76-387,219	MARCH 27, 2002