

4-25-03

FORM PTO-1594 (Rev. 6-91) OFFICE No. 0651 0011 (exp. 4/9)

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04-25-2003

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U.S. DEPARTMENT OF Patent and Trademark



Tab settings

To the Honorable Commissioner of

102430509

attached original documents or copy thereof.

1. Name of conveying party(ies): U.S. Bank National Association, as Agent

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-Country, Other: a national banking association

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: Release and Reassignment of Trademarks

Execution Date: 04/09/03

2. Name and address of receiving party(ies)

Name: Woodcraft Industries, Inc.

Internal Address:

Street Address: 525 Lincoln Avenue SE

City: St. Cloud State: MN 56304

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State: Minnesota, Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s) - NONE -

B. Trademark Registration

1,439,160 1,854,670

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca L. Foley

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 2

7. Total fee (37 CFR) \$ 65.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/25/2003 INVELLER 00000231 1439160

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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 of the original document.

Rebecca L. Foley

Name of Person

Signature of Rebecca L. Foley

Signature

04/21/03

Total number of pages including cover sheet, attachments, and

5

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

## TERMINATION, RELEASE AND REASSIGNMENT OF TRADEMARKS AND NOTICE

This TERMINATION, RELEASE AND REASSIGNMENT OF TRADEMARKS AND NOTICE (this "Release") is made this 9th day of April, 2003 (the "Release Date") by U.S. Bank National Association, formerly known as First Bank National Association ("First Bank"), a national banking association, as Agent for the lenders from time to time party to the Credit Agreement described below ("Secured Party"), for the benefit of Woodcraft Industries, Inc., a Minnesota corporation, for itself and as a successor in interest to PrimeWood, Inc., a North Dakota corporation ("Debtor").

WHEREAS, Debtor has entered into a Credit Agreement dated as of February 29, 1996 with Secured Party, the guarantors party thereto, and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, Debtor entered into, among other agreements, (1) a Collateral Assignment of Trademarks with First Bank, dated February 29, 1996; (2) an Amended and Restated Collateral Assignment of Trademarks with Secured Party, dated as of June 16, 1998; and (3) a Collateral Assignment of Trademarks between Primewood, Inc. and Secured Party, dated June 16, 1998 (collectively, as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Collateral Assignments"), pursuant to which Debtor assigned its right, title and interest to Secured Party, effective only upon the occurrence and during continuation of an Event of Default (as defined in the Credit Agreement), and granted to Secured Party security interests and liens in and to certain assets of the Debtor, including but not limited to all of the present and thereafter acquired trademarks and trade names and the registrations and applications therefor, including, without limitation, each registered and unregistered trademark identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) all proceeds thereof together with the right to recover past, present and future infringements; (ii) all rights corresponding thereto throughout the world; and (iii) all renewals and extensions thereof, together with the goodwill of the business associated therewith (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") (1) the Collateral Assignment of Trademarks with First Bank, dated February 29, 1996, recorded April 19, 1996 at Reel #1453, Frame #0311; (2) the Amended and Restated Collateral Assignment of Trademarks with Secured Party, dated as of June 16, 1998, recorded June 24, 1998 at Reel #1745, Frame #0694; and (3) the Collateral Assignment of Trademarks between Primewood, Inc. and Secured Party, dated June 16, 1998, recorded June 23, 1998 at Reel #1745, Frame #0567; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Reassignment of Trademarks. Effective as of the Release Date, Secured Party hereby irrevocably and forever reassigns and transfers unto the Debtor, without representation or warranty and without recourse, all of Secured Party's right, title and interest in and to the Trademarks granted or

assigned by Debtor under the Collateral Assignments. For avoidance of doubt, Secured Party hereby releases all rights to enforce the assignment provided in Section 1 of the Collateral Assignments for any past occurrence or continuation of an Event of Default under the Credit Agreement.

2. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and/or liens in or to the Trademarks granted by Debtor under the Collateral Assignments.

3. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.

4. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.


5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

6. Governing Law. The terms and conditions of this Release shall be governed by the internal laws of the State of Minnesota, without regard to its conflicts of law provisions.

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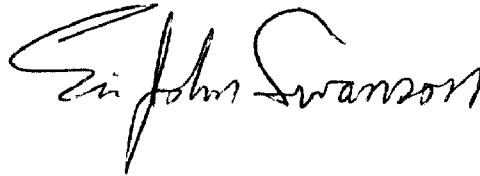
IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**U.S. Bank National Association**

By:   
Name: Carleton L. Olmanson  
Title: Senior Vice President

STATE OF MINNESOTA )      ss.  
COUNTY OF HENNEPIN )

On this 4<sup>th</sup> day of April, 2003, before me personally appeared Carleton Olmanson to me known, who, being by me duly sworn, declared that he is a Sr. Vice President of U.S. Bank National Association, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.



**EXHIBIT A**

**REGISTERED TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
WOODCRAFT INDUSTRIES INC WI	1,439,160	May 12, 1987
PRIMEWOOD	1,854,670	September 20, 1994

**UNREGISTERED TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Effective Date</u></b>
Wide Wrap	March 30, 1998
Prime Wrap	March 30, 1998
PrimeJamb	March 30, 1998
Prime Extension Jamb	March 30, 1998
Prime Mouldings	March 30, 1998
PrimeProgram	March 30, 1998
PrimeWood Transportation Services, Inc.	March 30, 1998