

05-28-2003

Form PTO-1594 (Rev. 10/02) 5-23-03  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings



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

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

1. Name of conveying party(ies):

RSI Home Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 2/13/2003

2. Name and address of receiving party(ies)

Name: Comerica Bank-California, as Agent

Internal Address: 2nd Floor

Street Address: 611 Anton Blvd.

City: Costa Mesa State: CA Zip: 92626

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California banking corporation

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) 76/366319

B. Trademark Registration No.(s) 1,610,592

Additional number(s) attached  Yes  No

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

Name: Angela Alvarez Sujek

Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

ADDITIONAL FEES ONLY: 02-2880

05/27/2003 DBYRNE 00000147 76366319

DO NOT USE THIS SPACE

01 FC:0521 Signature. 40.00 OP  
02 FC:0522 250.00 OP

Angela Alvarez Sujek  
Name of Person Signing

Angela Alvarez Sujek  
Signature

5/20/03  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK  
REEL: 002740 FRAME: 0153

**Continuation Page to Recordation Form Cover Sheet**

**RSI Home Products, Inc. (Conveying Party)**

**Comerica Bank-California (Receiving Party)**

**ADDITIONAL CONVEYING PARTIES**

RSI Holding Corporation, a Delaware corporation

RSI-Lamco, Inc., a California corporation

**Continuation Page to Recordation Form Cover Sheet**

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**Comerica Bank-California (Receiving Party)**

**ADDITIONAL TRADEMARKS**

<b>Serial/Reg. No.</b>	<b>Mark</b>
76/366320	MASTERBATH
76/366321	INSIGNIA (and Design)
76/366318	ESTATE
1,294,288	VANITY FLAIR
2,131,800	ELEGANT INCOUNTERS
2,120,338	BATH EFFECTS
2,303,557	GENERAL MARBLE
2,184,723	LAMCO QUALITY CABINETRY
1,882,029	TECHSTONE

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Name of Person Signing

*Angela Alvarez Sujek*  
Signature

5/20/03  
Date

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2,184,723	LAMCO QUALITY CABINETRY
1,882,029	TECHSTONE

**Item A. Trademarks**

Trademarks

**Registered Trademarks**

<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Registration or Application Number</u>	
RSI	U.S.	Registration #1,610,592	8/21/90
Vanity Flair	U.S.	Registration #1,294,288	9/11/84
Vanity Flair	Canada	Registration #408,013	2/12/93
Elegant Incouters	U.S.	Registration #2,131,800	1/27/98
Bath Effects	U.S.	Registration #2,120,338	12/9/97
General Marble	U.S.	Registration #2,303,557	3/30/98
	Canada	Registration #533,668	
Lamco Quality Cabinetry	U.S.	Registration #2,184,723	8/25/98

**Pending Trademark Applications**

See Attached

**Expired, Abandoned or Cancelled Trademarks**

<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Registration or Application Number</u>	<u>Status</u>
Fashion Flair	U.S.	Registration #1,762,881 4/6/93	Abandoned
Eurosynes	U.S.	Application #75,210,066 12/9/96	Abandoned
Nordic Stone	U.S.	Application #75,021,787 11/14/95	Abandoned
Select-A-Front	U.S.	Application #75,167,790 9/18/96	Discontinued
Pro-Stone	U.S.	Application #75,167,790 9/18/96	Abandoned
Techstone	U.S.	Registration #1,882,029 3/7/95	Abandoned

**Trademark Applications in Preparation**

None

**Item B. Trademark Licenses**

None

**AGREEMENT**

**(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 13, 2003, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank-California in its capacity as Agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among RSI Home Products, Inc. ("Company"), each of the financial institutions party thereto (collectively, the "Banks"), and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, Debtors agree, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage,

pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper

to evidence the release of the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

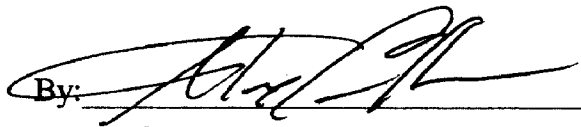
DEBTORS:

**RSI HOME PRODUCTS, INC.**, a Delaware corporation

By: 

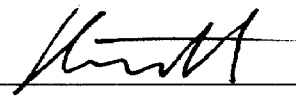
Its: CEO

**RSI HOLDING CORPORATION**, a Delaware corporation

By: 

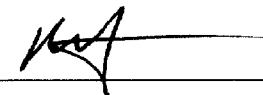
Its: President & COO

**RSI-LAMCO, INC.**, a California corporation

By: 


Its: Secretary

**PHOCUS MANUFACTURING INC.**, a California corporation

By: 


Its: Secretary

**RSI HOME PRODUCTS SALES, INC.,** a  
Delaware corporation

By: 

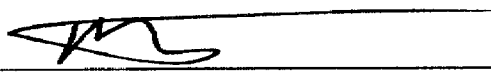
Its: Secretary

**RSI HOME PRODUCTS MANAGEMENT,  
INC.,** a Delaware corporation

By: 


Its: Secretary

**D.Q.C. MANUFACTURING, INC.,** an Arizona  
corporation

By: 

Its: Secretary

**CODY B. INDUSTRIES, INC.,** a Georgia  
corporation

By: 

Its: Secretary

**COMERICA BANK-CALIFORNIA,** as Agent  
for the Banks

By:  

Its: AUP

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : RSI Holding Corporation  
Serial No. : 76/366,319  
Filed : February 1, 2002  
Trademark : AMERICAN CLASSICS  
Class : 20  
Trademark Attorney : Gina M. Fink, Esq.  
Law Office : 103

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : RSI Holding Corporation  
Serial No. : 76/366,320  
Filed : February 1, 2002  
Trademark : MASTERBATH  
Class : 20  
Trademark Attorney : Gina M. Fink, Esq.  
Law Office : 103

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : RSI Holding Corporation  
Serial No. : 76/366,321  
Filed : February 1, 2002  
Trademark : INSIGNIA & design  
Class : 20  
Trademark Attorney : Gina M. Fink, Esq.  
Law Office : 103



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of : RSI Holding Corporation  
Serial No. : 76/366,318  
Filed : February 1, 2002  
Trademark : ESTATE  
Class : 20  
Trademark Attorney : Gina M. Fink, Esq.  
Law Office : 103