



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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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): Comerica Bank, as Agent 5-22-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Michigan banking corporation
Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Assignment of Security Agreement
Execution Date: 2/13/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
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: 7
7. Total fee (37 CFR 3.41): \$ 190.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
ADDITIONAL FEES ONLY: 02-2880

DO NOT USE THIS SPACE

9. Signature.
05/30/2003 JJALLAHZ 00000007 1610592
40.00 CP
150.00 CP
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: 8

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2003 MAY 22 PM 3:56
FINANCE SECTION

Reg. Ref: 05/30/2003 JJALLAHZ 0011213000
Name/Number: 1610592
FC: 9204 \$75.00 CR

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

Continuation Page to Recordation Form Cover Sheet

Comerica Bank (Conveying Parties)

Comerica Bank-California (Receiving Party)

ADDITIONAL TRADEMARKS

Serial/Reg. No.	Mark
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

4. Assignor hereby represents and warrants that it is the legal and beneficial owner of the interests being sold and assigned by it hereunder and that such interest is free and clear of any lien, participation or other adverse claim created by or through Assignor.

5. This Assignment shall not be effective unless concurrently herewith each of the parties thereto executes and delivers the Credit Agreement and all of the transactions contemplated to occur on the effective date of the Credit Agreement are consummated.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. Capitalized terms used but not defined herein shall have the meanings set forth in the Prior Credit Agreement.

**ASSIGNMENT OF CREDIT AGREEMENT
AND OTHER LOAN DOCUMENTS**

This Assignment of Loan and Security Agreement and Other Loan Documents ("Assignment") is executed and delivered as of the 13 day of February, 2003, by the undersigned parties.

RECITALS:

A. RSI Home Products, Inc., a Delaware corporation ("Company") and Comerica Bank, as agent for certain financial institutions ("Assignor") executed that certain RSI Home Products, Inc. Revolving Credit and Term Loan Agreement dated as of August 2, 2000 (as amended, the "Prior Credit Agreement"), together with the notes issued thereunder ("Notes") and various other loan documents delivered in connection therewith, including without limitation, those documents listed on the attached Schedule A (as such terms are defined therein and collectively referred to herein as "Prior Loan Documents").

B. Comerica Bank-California, as successor agent for the Banks ("Agent" and sometimes "Assignee") under the Credit Agreement referred to below (each such term being defined in the Credit Agreement) wishes to acquire from Assignor all of Assignor's right, title and interest in, to and under the Prior Credit Agreement and the Prior Loan Documents, including without limitation each of the Assignor's Notes issued thereunder and Assignor is willing to assign all of such documents and instruments to Assignee, as successor Agent for the Banks.

NOW THEREFORE, it is hereby agreed as follows:

1. Assignor does hereby sell, assign and transfer, without recourse, representations or warranties except as set forth herein, to Assignee all of Assignor's right, title and interest in, to and under each of the Assignor's Notes, the Prior Credit Agreement and the Prior Loan Documents. It is acknowledged and confirmed that the Assignee, immediately after giving effect to this Assignment, shall hold all of the interest in each of the Assignor's Notes issued thereunder in accordance with the terms of the Credit Agreement.

2. Concurrently with the assignments, grants and conveyances hereunder, the Notes issued under the Prior Credit Agreement are to be renewed by the Banks (as defined below), pursuant to and in accordance with the terms and conditions of that certain RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement (the "Credit Agreement") dated as February 13, 2003, among the financial institutions party thereto (collectively, the "Banks"), the Company and Comerica Bank-California, in its capacity as Agent for Banks, and the Revolving Credit Notes and the Swing Line Note issued thereunder.

3. Assignee expressly acknowledges that the Assignment hereunder has been given by Assignor at the request of such Assignee, without recourse and without representation of warranty except as set forth in paragraph 4 below.

Witness the due execution hereof as of the day and year first above written.

ASSIGNOR:

**COMERICA BANK, a Michigan banking
corporation**

By: 

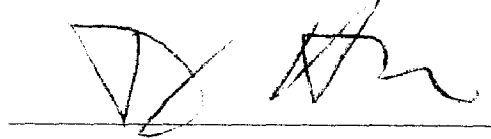
Its: Officer

Acceptance of Assignment

The undersigned hereby accept the within Assignment pursuant to the terms and conditions hereof, all as of 2-13, 2003.

COMERICA BANK-CALIFORNIA, as
Agent

By:



Its:

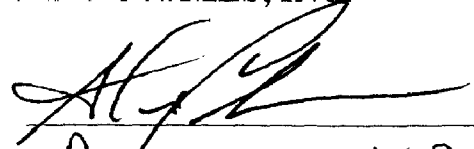
AVP

Acknowledgment and Confirmation

The undersigned, as of 2-13, 2003, hereby acknowledge, approve and agree to be bound by the within assignment, and further acknowledges and confirms that no setoff, defenses or counterclaims exist under any of the Notes (issued under the Prior Credit Agreement), the Prior Credit Agreement or the Prior Loan Documents executed thereunder.

**RSI HOME PRODUCTS, INC.
RSI HOLDING CORPORATION
D.Q.C. MANUFACTURING, INC.
RSI HOME PRODUCT SALES, INC.
RSI HOME PRODUCTS
MANAGEMENT, INC.
RSI-LAMCO, INC.
PHOCUS MANUFACTURING INC.
CODY B. INDUSTRIES, INC.**

By:



Its:

President & COO/CEO

SCHEDULE A

PRIOR LOAN DOCUMENTS

1. Credit Agreement dated August 2, 2000;
2. Revolving Credit Note;
3. Term Note A;
4. Term Note B;
5. Company Pledge Agreement dated August 2, 2000;
6. Parent Pledge Agreement dated August 2, 2000;
7. Phocus Pledge Agreement dated August 2, 2000;
8. Mexican Foreign Pledge Agreement dated January 2, 2001;
9. Security Agreement dated August 2, 2000;
10. Guaranty dated August 2, 2000;
11. North Carolina Deed of Trust, Assignment of Leasehold Interest, Security Agreement and Financing Statement dated March 13, 2001, recorded in Book 1234 Page 117, Lincoln County, North Carolina;
12. North Carolina Deed of Trust, Assignment of Leasehold Interest, Security Agreement and Financing Statement dated May 4, 2001, recorded in Book 1243, Page 474, Lincoln County North Carolina;
13. California Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 2, 2000, recorded as instrument number 20010588961, Orange County, California;
14. Landlord Agreements for the following Leased Properties:
 - (a) 11550 Mosteller Road, Sharonville, Ohio
 - (b) 400 East Orangethorpe, Anaheim, California
 - (c) 11350 Riverside Drive, Mira Loma, California
 - (d) 350 North Generals Blvd., Lincolnton, North Carolina
 - (e) 620 Newport Center Drive, Suite 1030, Newport Beach, California
 - (f) Lincoln County Industrial Park, North Carolina
 - (g) 2120 California Avenue, Corona, California
 - (h) 1601 N. 15th Avenue, Phoenix, Arizona 85705

15. Landlord Consent and Waiver for the following Leased Properties:
 - (a) 350 North Generals Blvd., Lincolnton, NC
 - (b) Lincoln County Industrial Park, North Carolina
 - (c) 400 East Orangethorpe, Anaheim, California
16. Subordination Agreement
17. Acknowledgment re Assignment of the Bailment Agreement by RSI Home Products, S.A. de C.V. dated as of August 9, 2000;
18. UCC Financing Statements listed on Schedule B
19. Patent Agreement dated as of August 2, 2000
20. Trademark Agreement dated as of August 2, 2000

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Angela Alvarez Sujek
Name of Person Signing

Angela Alvarez Sujek
Signature

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