

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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.

<p>1. Name of conveying party(ies): Heller Financial, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Norcraft Companies, L.L.C.</u></p> <p>Internal Address: <u>Suite 100</u> Street Address: <u>3020 Denmark Avenue</u></p> <p>City: <u>Eagan</u> State: <u>MN</u> Zip: <u>55121</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input checked="" type="checkbox"/> Limited Partnership: <u>Delaware</u> <input type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release of Security Interest</u></p> <p>Execution Date: <u>October 21, 2003</u></p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): <u>76/032,230</u> <u>76/032,231</u></p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><u>1,705,039</u></td> <td style="border: none;"><u>1,761,385</u></td> <td style="border: none;"><u>1,563,411</u></td> </tr> <tr> <td style="border: none;"><u>1,910,102</u></td> <td style="border: none;"><u>1,558,053</u></td> <td style="border: none;"><u>1,522,651</u></td> </tr> <tr> <td style="border: none;"><u>1,438,075</u></td> <td style="border: none;"><u>1,426,660</u></td> <td style="border: none;"><u>1,777,209</u></td> </tr> </table> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<u>1,705,039</u>	<u>1,761,385</u>	<u>1,563,411</u>	<u>1,910,102</u>	<u>1,558,053</u>	<u>1,522,651</u>	<u>1,438,075</u>	<u>1,426,660</u>	<u>1,777,209</u>
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<u>1,438,075</u>	<u>1,426,660</u>	<u>1,777,209</u>								

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Erin A. Dugan, IP</u> <u>Ropes & Gray</u></p> <p>Internal Address: <u>Atty. Dkt.: SKCE-077</u> Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>21</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>540.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Alexander Manganiello [Signature] 11/13/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$540.00 18-1945 76032230

Additional Conveying Parties (1. Continued):

Additional Receiving Parties (2. Continued):

Assignee Name:
 Internal Address:
 Street Address:
 City: State: Zip Code:

Additional Applications and/or Registration Numbers (4. Continued)

<p>Additional Application Number(s) 4A continued:</p>	<p>Additional Registration Number(s) 4B continued:</p> <p style="text-align: center;">1,399,452 1,046,850 1,340,766 2,563,021 2,072,305 2,144,891 1,842,977 2,505,147 1,162,775 2,006,891</p>
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Additional numbers attached? Yes No

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of October 21, 2003 by Heller Financial Inc., in its capacity as Agent for Lenders under the Credit Agreement (as hereinafter defined) ("Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Agent and Norcraft Companies, L.L.C. (predecessor in interest to Norcraft Companies, L.P.) (the "Company"), entered into that certain Credit Agreement dated as of June 16, 1998 (the "Credit Agreement");

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, Company executed and delivered, among other things, that certain Security Agreement and Trademark Mortgage (collectively, the "Security Documents") to secure the complete and timely payment and satisfaction of the Obligations under the Credit Agreement;

WHEREAS, the Security Documents granted Agent a security interest in, among other things, certain of the Borrower's assets, including, without limitation, the Trademarks listed on Schedule I (the "Trademarks") attached hereto;

WHEREAS, Agent recorded, among other things, the Trademark Mortgages at the Assignment Branch of the United States Patent and Trademark Office. Information relating to the date of recordation, the Reel and Frame where the recordations can be located, and the properties involved are identified on Schedule I attached; and

WHEREAS, Company has satisfied all of the Obligations, except for those Obligations which by their terms survive the termination of the Credit Agreement and Security Documents, and has requested that Agent release all of its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Effective upon the date hereof, Agent, on behalf of the Lenders, hereby, without representation, warranty or recourse, fully releases and terminates its security interests in and liens on:

- (a) all of Company's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;


(b) the goodwill of Company's business connected with the use of or symbolized by the Trademarks; and

(c) any and all products and proceeds of any of the foregoing, including, without limitation, (i) any claims by Company against third parties for past, present or future infringement of the Trademarks or of any license with respect thereto; or (ii) injury to the goodwill associated with the Trademarks or any license with respect thereto.

Agent further agrees, at the sole cost and expense of Company, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

Heller Financial Inc., as Agent

By: 
Name: Thomas S. Bert
Title: DAV AUTHORIZED SENATOR

SCHEDULE I
TO
RELEASE OF TRADEMARK MORTGAGES

There were three different filings of Trademark Mortgages between Norcraft and Heller Financial, Inc., recorded with the Assignment Branch of the US Patent and Trademark Office namely:

A. Trademark Mortgage, signed June 15, 1998, Recorded on June 28, 1998, Recorded at Reel/Frame 1757/0676.

US FEDERAL TRADEMARK REGISTRATIONS:

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date:</u>
Norcraft Companies, L.L.C.	NORCRAFT CABINETRY	1,705,039	08/04/92

B. Trademark Mortgage, signed June 19, 2000, Recorded on June 28, 2000, Recorded at Reel/Frame 2106/0688

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date:</u>
Norcraft Companies, L.L.C.	ULTRACRAFT	1,910,102	08/08/95
Norcraft Companies, L.L.C.	ULTRACRAFT	1,438,075	04/28/89

C. Trademark Mortgage, signed March 25, 2002, Recorded on April 1, 2002, Recorded at Reel/Frame 2480/0374

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date:</u>
Norcraft Companies, L.L.C.	BENCHMARK	2,006,891	10/08/96
Norcraft Companies, L.L.C.	BROOKWOOD	1,761,395	03/30/93
Norcraft Companies, L.L.C.	CROSSINGS	1,558,053	09/26/89
Norcraft Companies, L.L.C.	DESIGN	1,426,600	01/27/87

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date:</u>
Norcraft Companies, L.L.C.	EXCELLENCE IN CABINETRY CROSSINGS (with Design)	1,563,411	10/31/89
Norcraft Companies, L.L.C.	HEARTLAND	1,522,651	01/31/89
Norcraft Companies, L.L.C.	HUNTERSPOINTE	1,777,209	06/15/93
Norcraft Companies, L.L.C.	HEARTLAND (with Design)	1,399,452	05/12/93
Norcraft Companies, L.L.C.	ENCORE	1,046,850	08/24/76
Norcraft Companies, L.L.C.	FIELDSTONE	1,340,766	06/11/85
Norcraft Companies, L.L.C.	KITCHEN & BATH IDEAS	2,563,021	04/23/02
Norcraft Companies, L.L.C.	KITCHEN & BATH SMI IDEAS IN MOTION (with Design)	2,072,305	06/17/97
Norcraft Companies, L.L.C.	KITCHEN & BATH SMI IDEAS IN MOTION (with Design)	2,144,891	3/17/98
Norcraft Companies, L.L.C.	NORTHPLAINS	1,842,977	07/05/94
Norcraft Companies, L.L.C.	PDC PERSONAL DESIGN CHOICES (with Design)	2,505,147	11/06/01
Norcraft Companies, L.L.C.	STARMARK (with Design)	1,162,775	07/28/81

Application(s):

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date:</u>
Norcraft Companies, L.L.C.	KITCHEN & BATH IDEAS SMI	76/032,230	4/24/00
Norcraft Companies, L.L.C.	KITCHEN & BATH IDEAS	76/032,231	4/24/00