

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Omega Cabinets, Ltd.		12/01/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Omega IP Co.
Street Address:	1205 Peters Drive
City:	Waterloo
State/Country:	IOWA
Postal Code:	50703
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2657178	A LIFETIME OF CHOICES
Serial Number:	78327461	A LIFETIME OF CHOICES
Registration Number:	2575854	HOMECREST
Registration Number:	1552925	HOMECREST
Serial Number:	78324248	HOMECREST CABINETRY
Serial Number:	78324245	HOMECREST CABINETRY
Registration Number:	1623711	OMEGA
Serial Number:	76353460	PADLOCK

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 216-622-8200  
 Email: ipdocket@calfee.com  
 Correspondent Name: Douglas B. McKnight  
 Address Line 1: Calfee, Halter & Griswold LLP  
 Address Line 2: 800 Superior Avenue, Suite 1400

CH \$215.00 2657178

Address Line 4: Cleveland, OHIO 44114-2688

ATTORNEY DOCKET NUMBER:

27475/06991

NAME OF SUBMITTER:

Douglas B. McKnight

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of December 1, 2003 (this "Assignment") by and between and OMEGA CABINETS, LTD., a Delaware corporation (together with its successors and permitted assigns, "Assignor"), and OMEGA IP CO., a Delaware corporation (together with its successors and permitted assigns, "Assignee").

### RECITALS:

WHEREAS, (i) those certain trademarks and service marks described on Schedule A hereto, (ii) those certain marks described on Schedule A hereto for which applications for registration are pending, (iii) all domain names, (iv) all trade names, (v) all common law marks and (vi) all trade dress (collectively, the "Trademarks") are owned and used by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, Assignor's right, title and interest in the Trademarks in the United States and Canada, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States, its territorial possessions and Canada, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement or any related claims, including but not limited to dilution and unfair competition, of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) All rights corresponding to the Trademarks in the United States, its territorial possessions and Canada, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.


7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

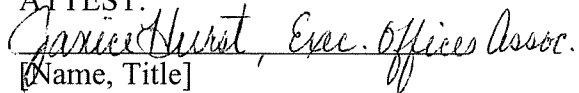
IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

**OMEGA CABINETS, LTD.**

("Assignor")

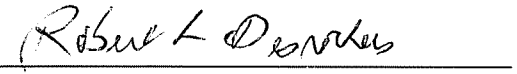
By:   
Richard E. Forbes  
President and Chief Executive Officer

ATTEST:

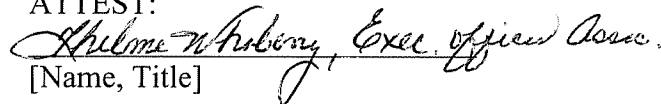
  
[Name, Title]

**OMEGA IP CO.**

("Assignee")

By:   
Robert L. Desrochers  
Vice President and Treasurer

ATTEST:

  
[Name, Title]

STATE OF Indiana )  
 )  
COUNTY OF Dubois ) SS:

On this 5<sup>th</sup> day of December, 2003 before me appeared Richard E. Forbes,  
the person who signed this instrument, who acknowledged that he/she signed it on behalf of the  
identified corporation with authority to do so.

Brenda A. Clark  
Notary Public

My commission expires:

Feb. 5, 2009

BRENDA A CLARK  
NOTARY PUBLIC STATE OF INDIANA  
DUBOIS COUNTY  
MY COMMISSION EXP. FEB. 5, 2009

STATE OF Indiana )  
                                  )     SS:  
COUNTY OF Dubois )

On this 5<sup>th</sup> day of December, 2003 before me appeared Robert L. Desrochers  
the person who signed this instrument, who acknowledged that he/she signed it on behalf of the  
identified corporation with authority to do so.

Brenda A. Clark  
Notary Public

My commission expires:

Feb. 5, 2009

BRENDA A CLARK  
NOTARY PUBLIC STATE OF INDIANA  
DUBOIS COUNTY  
MY COMMISSION EXP. FEB. 5, 2009

**SCHEDULE A**

**Omega Cabinets, Ltd.  
Trademark List**

<b>Trademark</b>	<b>Country</b>	<b>Serial/ Reg. No.</b>
A LIFETIME OF CHOICES	U.S. Federal	/2657178
A LIFETIME OF CHOICES	U.S. Federal	78-327461/
HOMECREST and Design	U.S. Federal	/2575854
HOMECREST and Design	U.S. Federal	/1552925
HOMECREST CABINetry	U.S. Federal	78-324248/
HOMECREST CABINetry and Design	U.S. Federal	78-324245/
OMEGA	U.S. Federal	/1623711
PADLOCK	U.S. Federal	76-353460/