

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Stanley Works

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

Citizenship (see guidelines)

Execution Date(s) 03/02/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Premdor International Inc.

Internal

Address:

Street Address: P.O. Box 690C

City: Bridgetown ^{C/O KPMG - Barbados, Corporate}

State:

Country: Barbados Zip:

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship US
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joseph W. Berenato, III

Internal Address:

Street Address: Liniak, Berenato & White,

6550 Rock Spring Drive, Ste. 240

City: Bethesda

State: Maryland Zip: 20817

Phone Number: 301-896-0600

Fax Number: 301-896-0607

Email Address: jberenato@l1bw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0548
Authorized User Name Joseph W. Berenato, III

9. Signature:

Signature

08/04/2004

Date

Joseph W. Berenato, III
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-4995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$66.00 500648 0996940

SCHEDULE I**Registered Trademarks and Applications**

	Filed Country	Filed Date	Number	Trademark
8.	U.S.A.	25-Aug-72	996940	STA-TRU (word)
9.	U.S.A.	1-Feb-00	2412598	WELCOMEWATCH (word)

EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "Agreement"), dated as of March 2, 2004, by and among Masonite International Corporation, an Ontario corporation ("Purchaser"), Premdor International Inc., a Barbados corporation ("Assignee"), The Stanley Works ("Seller"), a Connecticut corporation, and Stanley Logistics, Inc., a Delaware corporation, Seller together with Stanley Logistics being the assignors (the "Assignors"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement (as defined below).

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Acquisition Agreement dated as of December 8, 2003 (as amended on the date hereof, the "Acquisition Agreement") pursuant to which Assignee is to acquire all of the Assignors' right, title and interest in and to certain assets, including the trademarks and trademark applications listed on Schedule I hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Acquisition Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignors, all of Assignors' right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Acquisition Agreement (which Acquisition Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Acquisition Agreement).

2. Cooperation and Recordation. Assignors hereby agree to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Trademarks. Assignors agree to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Assignee may record this Agreement (but not the Acquisition Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary, and shall be responsible for all expenses and costs associated therewith. Assignors hereby authorize and request that the Commissioner of Patents and Trademarks of the United States issue to and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations on applications as aforesaid to, and record in the name of, Assignee all right, title, and interest in and to the Assigned Trademarks and to issue the said trademark applications to Assignee, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest.

3. Governing Law; Submission to Jurisdiction. (a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) To the fullest extent permitted by applicable Law, each Party hereto (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any New York State court, in each case, located in the Borough of Manhattan and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in the Borough of Manhattan for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.03 and Section 11.10 of the Acquisition Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof (and Stanley Logistics agrees that any such mailing of process or other papers to it shall be addressed to Seller and made in accordance with Section 11.03 and Section 11.10 of the Acquisition Agreement, and Assignee agrees that any such mailing of process or other papers to it shall be addressed to Purchaser and made in accordance with Section 11.03 and Section 11.10 of the Acquisition Agreement) and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

4. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

5. No Presumption. The signatories to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the signatories' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provisions.

6. Entire Agreement. This Agreement, together with the Acquisition Agreement, the Ancillary Agreements, the Confidentiality Agreement and any arrangement entered into pursuant to Section 5.11 of the Acquisition Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Assignors, Assignee, and Purchaser with respect to the subject matter hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[Signature]
DAVID S. WINAKOR
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008

THE STANLEY WORKS

By: *[Signature]*
Name: JAMES M. LOREE
Title: EXECUTIVE VP & CHIEF FINANCIAL OFFICER

[Signature]
DAVID S. WINAKOR
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008

STANLEY LOGISTICS, INC.

By: *[Signature]*
Name: JAMES M. LOREE
Title: VP, FINANCE

MASONITE INTERNATIONAL CORPORATION

By: *[Signature]*
Name: PAUL BERNARDIS
Title: VICE PRESIDENT

[Signature]
HARLEY ULSTER
COMMISSION DOES NOT EXPIRE

PREMDOR INTERNATIONAL INC.

By: *[Signature]*
Name: PAUL BERNARDIS
Title: VICE PRESIDENT

[Signature]
HARLEY ULSTER
COMMISSION DOES NOT EXPIRE

Before me
(Notary Public)