

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craftmaster Manufacturing, Inc.		02/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	2030 Main Street, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2841343	CAIMAN
Registration Number:	2763902	CARMELLE
Registration Number:	2767850	CAROLINA
Registration Number:	2779077	CARRARA
Registration Number:	1661737	CLASSIQUE
Registration Number:	2751228	CLASSIQUE RODIA
Registration Number:	2757272	CLASSIQUE SERRANA
Registration Number:	1953493	CLERMONT
Registration Number:	2113664	COLONIST
Registration Number:	1505936	COVENTRY
Registration Number:	1764508	CRAFTMASTER
Registration Number:	2025865	CRAFTMASTER HARVEST
Registration Number:	2029134	CRAFTMASTER NATURAL
Registration Number:	1871351	CREMONA

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Registration Number:	2777669	
Registration Number:	2772433	EXTIRA
Registration Number:	2892842	EXTIRA
Registration Number:	2383200	MIRATEC
Registration Number:	1955768	MORNING SUN

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	02/15/2005

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CRAFTMASTER MANUFACTURING, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of February 9, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 9, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state

thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

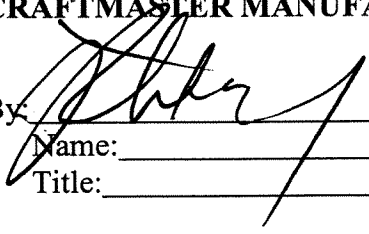
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of February, 2005.

CRAFTMASTER MANUFACTURING, INC.

By: 
Name: _____
Title: _____

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Craftmaster Manufacturing, Inc.	CAIMAN	2841343	11-May-2004
2.	Craftmaster Manufacturing, Inc.	CARMELLE	2763902	16-Sep-2003
3.	Craftmaster Manufacturing, Inc.	CAROLINA	2767850	23-Sep-2003
4.	Craftmaster Manufacturing, Inc.	CARRARA	2779077	04-Nov-2003
5.	Craftmaster Manufacturing, Inc.	CLASSIQUE	1661737	22-Oct-1991
6.	Craftmaster Manufacturing, Inc.	CLASSIQUE RODIA	2751228	12-Aug-2003
7.	Craftmaster Manufacturing, Inc.	CLASSIQUE SERRANA	2757272	26-Aug-2003
8.	Craftmaster Manufacturing, Inc.	CLERMONT	1953493	30-Jan-1996
9.	Craftmaster Manufacturing, Inc.	COLONIST	2113664	18-Nov-1997
10.	Craftmaster Manufacturing, Inc.	COVENTRY	1505936	27-Sep-1988
11.	Craftmaster Manufacturing, Inc.	CRAFTMASTER	1764508	13-Apr-1993
12.	Craftmaster Manufacturing, Inc.	CRAFTMASTER HARVEST	2025865	24-Dec-1996
13.	Craftmaster Manufacturing, Inc.	CRAFTMASTER NATURAL	2029134	07-Jan-1997
14.	Craftmaster Manufacturing, Inc.	CREMONA	1871351	03-Jan-1995
15.	Craftmaster Manufacturing, Inc.	Door Design	2777669	28-Oct-2003
16.	Craftmaster Manufacturing, Inc.	EXTIRA	2772433	07-Oct-2003
17.	Craftmaster Manufacturing, Inc.	EXTIRA with Stylized X	2892842	12-Oct-2004
18.	Craftmaster Manufacturing, Inc.	MIRATEC	2383200	05-Sep-2000
19.	Craftmaster Manufacturing, Inc.	MORNING SUN	1955768	13-Feb-1996