

November 3, 2005

MFI INVESTORS, INC.
c/o Quad-C Management, Inc.
230 East High Street
Charlottesville, Virginia 22902
Attention: Anthony R. Ignaczak

BEAR STEARNS CORPORATE LENDING INC.
383 Madison Avenue
New York, NY 10179
Attention: Steve Kampf

Ladies and Gentlemen:

Reference is made to that certain Financing Agreement dated as of May 21, 2004, (as amended and currently in effect, the "Financing Agreement"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Financing Agreement) by and among by and among MFI INVESTORS, INC., a Virginia corporation ("Newco"), MURRAY FEISS IMPORT LLC, a Delaware limited liability company ("Opco"; Newco and Opco sometimes hereinafter are referred to individually as a "Borrower" and collectively as "Borrowers"), QUALITY HOME BRANDS HOLDINGS LLC, a Delaware limited liability company f/k/a Murray Feiss Holdings LLC ("Holdco"), LOCUST GP LLC, a Delaware limited liability company ("Locust"; Holdco and Locust sometimes hereinafter are referred to individually as a "Guarantor" and collectively as "Guarantors"; and Guarantors and Borrowers sometimes hereinafter are referred to individually as an "Obligor" and collectively, and jointly and severally, as "Obligors"), the financial institutions from time to time party to the Financing Agreement as lenders thereunder (each a "Lender" and collectively, "Lenders"), and Dymas Funding Company, LLC ("Dymas"), as administrative agent for the Lenders (Dymas, in such capacity, the "Administrative Agent"); Administrative Agent and Lenders sometimes hereinafter are referred to individually and collectively as the "Lender Group". Borrowers and Guarantors have advised the Lender Group that Obligors desire to repay all of the Obligations, including but not limited to, principal, interest, expenses, fees and other charges, owing by Obligors to the Lender Group.

1. This payoff letter (this "Payoff Letter") will confirm that, upon receipt by Administrative Agent of:
 - a. no later than 12:00 noon, New York City time, on November 4, 2005, a wire transfer of immediately available funds to Administrative Agent in the aggregate amount of \$62,303,521.50, subject to adjustment as set forth in this paragraph 1 (as so adjusted the "Payoff Amount"), consisting of:

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(i) \$61,312,500.00 in respect of unpaid principal outstanding under the Financing Agreement (assuming no further loans or repayments are made);

(ii) \$940,672.42 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being \$13,727.95 per day for each day or portion thereof that elapses after 12:00 noon New York City time on November 4, 2005, before Administrative Agent receives payment in full in immediately available funds of the Payoff Amount); and

(iii) \$50,349.08 representing fees and expenses payable to the Lender Group by Obligors pursuant to the Loan Documents consisting of (A) \$43,672.00 in respect of miscellaneous fees, costs and expenses; and (B) \$6,677.08 in respect of the Unused Line Fee, assuming no further borrowings or repayments of Revolving Loans (the per diem accrual of such Unused Line Fee being \$208.33 per day for each day or portion thereof that elapses after 12:00 noon New York City time on November 4, 2005 before Administrative Agent receives payment in full in immediately available funds of the Payoff Amount);

(b) a fully-executed counterpart of this Payoff Letter signed by each of the Obligors,

the date on which all of the foregoing conditions shall first be satisfied herein called the "Payoff Date"), all of the Obligations shall be terminated and satisfied in full; provided, however, that (A) all Indebtedness of any Obligor in respect of Borrowers' Obligations to indemnify each Indemnified Person under the Financing Agreement and to reimburse the Lender Group for fees and expenses owed to the Lender Group pursuant to the Financing Agreement shall remain in full force and effect, and (B) to the extent that any payments or proceeds (or any portion thereof) received by any member of the Lender Group shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by such member of the Lender Group, whether as a result of any Insolvency Proceeding or otherwise, the Obligations, other Indebtedness of any Obligor to the Lender Group, or part thereof which were intended to be satisfied by any such payment or proceeds shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by the Lender Group, and this Payoff Letter shall in no way impair the claims of the Lender Group with respect to the revived Obligations or other Indebtedness of any Obligor to the Lender Group. If the foregoing assumptions regarding the calculation of the Payoff Amount are not correct, we will so advise the Borrowers in writing on or before the Payoff Date of the adjusted figure for the Payoff Amount, reflecting the appropriate changes in the amounts.

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Upon receipt of the Payoff Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Administrative Agent hereby agrees that (i) all of the security interests and liens securing any or all of the Obligations, including without limitation all security interests in instruments, negotiable documents, cash, chattel paper, an other similar collateral in the possession or control of Administrative Agent (the "Possessory Collateral"), and (ii) all of the Loan Documents, are in each case automatically and without the need for any further action, released and terminated.

2. Please transfer the Payoff Amount to:

Citibank NA
New York, New York
ABA #021-000-089
Account Name: Dymas Funding Company, LLC
Account # 14126333
Ref: Murray Feiss/ Final Payoff

by wire transfer of immediately available funds, for receipt no later than 12:00 noon New York City time, on November 4, 2005.

3. Each Obligor hereby confirms that the commitments of each member of the Lender Group to make loans or other extensions of credit under the Loan Documents are terminated as of the Payoff Date.
4. Administrative Agent, concurrently with the satisfaction of the conditions referred to in paragraph 1 above, hereby (i) authorizes Obligors and Bear Stearns Corporate Lending Inc. and its counsel Skadden, Arps, Slate, Meagher & Flom LLP to prepare and file any Uniform Commercial Code termination statements reasonably necessary to release, as of record, the financing statements previously filed by Administrative Agent with respect to the Obligations, and (ii) agrees to promptly execute and deliver any lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, and all other notices of security interests and liens previously filed by Administrative Agent with respect to the Obligations, and which are prepared at Obligors' expense.
5. Administrative Agent will, as promptly as practicable upon the satisfaction of the conditions referred to in paragraph 1 above, deliver originals of all Possessory Collateral, or affidavits regarding lost documents, to Obligors at the address set forth on the first page of this Payoff Letter.
6. Administrative Agent hereby agrees that it shall, execute and deliver such additional documents and shall provide additional information as Obligors may

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reasonably require to carry out the terms of this Payoff Letter at Obligors' expense.

7. Each Obligor hereby waives, releases, remises and forever discharges each member of the Lender Group, their respective Affiliates and Related Funds and each of their respective officers, directors, agents, employees, consultants and attorneys (each a "Released Party" and collectively the "Released Parties") from any and all claims of any kind or character, known or unknown, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, which in any way arise out of, are connected with or relate to this Payoff Letter, the Financing Agreement, the other Loan Documents or to any acts or omissions of any such Released Party, which any Obligor ever had from the beginning of the world, now has or might hereafter have against any Released Party. As to each and every claim released hereunder, each Obligor hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, each of them specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

As to each and every claim released hereunder, each Obligor also waives the benefit of each other similar provision of applicable federal or state law (including, without limitation, the laws of the State of New York), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto.

8. Each Obligor hereto agrees, represents, and warrants that such party has not voluntarily, by operation of law or otherwise, assigned, conveyed, transferred or encumbered, either directly or indirectly, in whole or in part, any right to or interest in any of the claims released pursuant to paragraph 7 hereof.
9. The Obligors acknowledge that the amounts referred to in paragraph 1 above are enforceable obligations of them owed to the Lender Group pursuant to the provisions of the Financing Agreement and confirm their agreement to the terms and provisions of this Payoff Letter by returning to Administrative Agent a signed counterpart of this Payoff Letter. This Payoff Letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Additionally, each facsimile or email signature will be deemed an original.

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10. This Payoff Letter shall be governed by and construed in accordance with the internal laws of the State of New York as applied to agreements among parties resident therein. Whenever possible, each provision of this Payoff Letter shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Payoff Letter shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Payoff Letter.

*-Remainder of this page intentionally left blank-
-Signature Page Follows-*

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- 11. This is the entire agreement between the parties with respect to the subject matter of this Payoff Letter. There are no other agreements or understandings, written or oral, express or implied.

Very truly yours,

DYMAS FUNDING COMPANY, LLC, as
Administrative Agent

By: Dymas Capital Management
Company, LLC, its Manager

By: Andrew D. March
 Name: Andrew D. March
 Its: Managing Director

ACCEPTED AND AGREED to as of the
date first set forth above.

MFI INVESTORS, INC., a Virginia corporation

By: _____
 Name: _____
 Title: _____

MURRAY FEISS IMPORT LLC, a Delaware
limited liability company

By: _____
 Name: _____
 Title: _____

QUALITY HOME BRANDS HOLDINGS LLC,
a Delaware limited liability company f/k/a Murray
Feiss Holdings LLC

By: _____
 Name: _____
 Title: _____

LOCUST GP LLC, a Delaware
limited liability company

By: Quality Home Brands
 Holdings LLC, its
 sole member

By: _____
 Name: _____
 Title: _____

Payoff Letter

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Very truly yours,

DYMAS FUNDING COMPANY, LLC, as
Administrative Agent

By: Dymas Capital Management
Company, LLC, its Manager

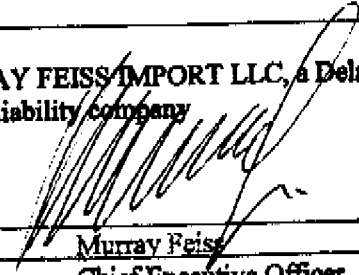
By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED to as of the
date first set forth above.

MFI INVESTORS, INC., a Virginia corporation

By: _____
Name: _____
Title: _____

MURRAY FEISS IMPORT LLC, a Delaware
limited liability company

By: 
Name: Murray Feiss
Title: Chief Executive Officer

LOCUST GP LLC, a Delaware
limited liability company

By: Quality Home Brands
Holdings LLC, its
sole member

By: _____
Name: _____
Title: _____

QUALITY HOME BRANDS HOLDINGS LLC,
a Delaware limited liability company f/k/a Murray
Feiss Holdings LLC

By: _____
Name: _____
Title: _____

Payoff Letter

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Very truly yours,

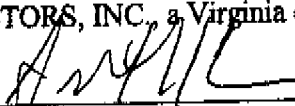
DYMAS FUNDING COMPANY, LLC, as
Administrative Agent

By: Dymas Capital Management
Company, LLC, its Manager

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED to as of the
date first set forth above.

MFI INVESTORS, INC., a Virginia corporation

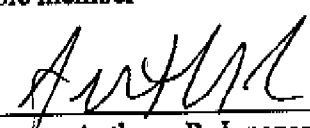
By: 
Name: Anthony R. Ignazcak
Title: President

LOCUST GP LLC, a Delaware
limited liability company

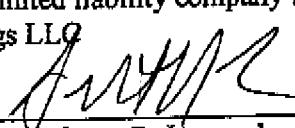
By: Quality Home Brands
Holdings LLC, its
sole member

MURRAY FEISS IMPORT LLC, a Delaware
limited liability company

By: _____
Name: Murray Feiss
Title: Chief Executive Officer

By: 
Name: Anthony R. Ignazcak
Title: Vice President

QUALITY HOME BRANDS HOLDINGS LLC,
a Delaware limited liability company f/k/a Murray
Feiss Holdings LLC

By: 
Name: Anthony R. Ignazcak
Title: Vice President