

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank, agent for Comerica Bank California, a California Banking Corporation		06/28/2006	Michigan Banking Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	333 Santa Clara Ave
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	A Michigan Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2796727	AMERICAN CLASSICS
Registration Number:	2899001	ESTATE BY RSI
Registration Number:	2793759	MASTERBATH
Registration Number:	2524940	PRESTIGE
Registration Number:	1610592	RSI
Serial Number:	78671621	ARCHITECTURAL BATH

CORRESPONDENCE DATA

Fax Number: (313)496-8454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3139636420
 Email: schultz@millercafield.com
 Correspondent Name: Joni M. Thrower
 Address Line 1: 150 West Jefferson Ave
 Address Line 2: Suite 2500

CH \$165.00 2796727

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: RSI/COMERICA #1

NAME OF SUBMITTER: Joni M. Thrower

Signature: /jonimthrower/

Date: 07/21/2006

Total Attachments: 4
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ASSIGNMENT OF CREDIT AND SECURITY DOCUMENTS

This Assignment of Credit and Security Documents ("Assignment") dated as of June 28, 2006 ("Effective Date") is made by Comerica Bank, a Michigan banking corporation (successor in interest to Comerica Bank-California, a California banking corporation) in its capacity as agent for the Banks under the RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 ("Agent"), to Comerica Bank, a Michigan banking corporation ("Assignee").

Preliminary Statement

A. The Company's wholly owned Subsidiary, RSI Home Products, Inc., a Delaware corporation ("Original Borrower"), and Agent, as agent, lender, swing line lender, and letter of credit issuer, entered into the RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 (as previously amended, modified or supplemented from time to time, the "Prior Credit Agreement"). No other person has become lender under the Prior Credit Agreement.

B. The Company has requested that Assignee extend or continue to extend financial accommodations to the Company pursuant to the Credit Agreement dated as of June 28, 2006 (as amended, modified or supplemented from time to time, the "Credit Agreement"), between Company and Assignee, subject to the satisfaction of certain terms and conditions set forth therein, as a replacement for the Prior Credit Agreement. The initial advance under the Credit Agreement will be used to repay entirely the principal balance of the advances outstanding under the Prior Credit Agreement.

C. Assignee desires to acquire for its sole account all of the interests of Agent under certain agreement and instruments securing or relating to the Prior Credit Agreement.

Agreement

Accordingly, Agent and Assignee agree as follows:

1. Agent hereby sells, assigns and transfers, without recourse, representations or warranties except as set forth herein, to Assignee all of all of Agent's right, title and interest in, to and under each of the following agreements, instruments and documents:

(1) Agreement (Patents) made by RSI Home Products, Inc., the Company, and all other Debtors and Phocus Manufacturing, Inc. (now dissolved) covering among other things the patents identified in Schedule 1 Items A and B.

(2) Agreement (Trademark) made by RSI Home Products, Inc., the Company, and all other Debtors and Phocus Manufacturing, Inc. (now dissolved) covering among other things the trademarks identified in Schedule 1 Items C and D.

(3) Amended and Restated Parent Pledge Agreement (Holding) made by the Company

(4) Amended and Restated Pledge Agreement (Company) made by RSI Home Products, Inc.

(5) Amended and Restated Pledge Agreement (Phocus) made by Phocus Manufacturing Inc. (the obligations under which were assumed by the Company upon the dissolution of Phocus Manufacturing Inc.).

(7) any other document, instrument or agreement of security made at any time by any of the Debtors which provides security for any of the indebtedness, liabilities and obligations under the Prior Credit Agreement.

Agent and Assignee acknowledge and confirm that upon giving effect to this Assignment, Assignee shall hold all of the interest of Agent in and under each of the foregoing documents.

2. Agent represents and warrants that it is the legal and beneficial owner of the interests that it is assigning hereunder and that such interests are free and clear of any lien, participation or other adverse claim created by or through Agent. This Assignment shall not be effective unless concurrently herewith the Company and Assignee execute and deliver the Credit Agreement, and all transactions contemplated by and documents required under the Credit Agreement are consummated or executed and delivered, as the case may be.

3. This Assignment shall be governed by governed by and construed in accordance with the laws of the State of California.

4. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Credit Agreement.

This Assignment of Credit and Security Documents is executed and delivered as of the Effective Date.

Comerica Bank (as successor in interest to
Comerica Bank California), as Agent

By: Richard A. Saulsbury
Name: Richard A. Saulsbury
Title: Senior Vice President

Comerica Bank, in its individual capacity

By: Richard A. Saulsbury
Name: Richard A. Saulsbury
Title: Senior Vice President

SCHEDULE 1

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
US	5,277,487	Toe kick drawer and method of manufacturing a cabinet with a toe kick drawer	Jan. 11, 1994
US	Des. 343,746	Toe kick drawer design (Abandoned)	Feb. 1, 1994
U.S.	D348,000	Display Carton (Owner - RSI Home Products Management, Inc.)	June 21, 1994
U.S.	D352,235	Display Carton (Owner - RSI Home Products Management, Inc.)	Nov. 8, 1994
U.S.	5,322,212	Display Container For Vanity Tops and the Like (Owner - RSI Home Products Management, Inc.)	June 21, 1994
U.S.	5,579,991	Display Container For Vanity Tops and the Like (Owner - RSI Home Products Management, Inc.)	Dec. 3, 1996
US	5,794,785	Container for a vanity top or the like (Expired)	Aug. 18, 1998

Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Pub. Date</u>	<u>Title</u>
CA	29/217,060	Nov. 12, 2004			Display Unit For Cabinetry- (Owner Will be RSI Home Products Management, Inc.)
CA	1992002083674	Nov. 24, 1992	2,083,674 AA	Jul. 29, 1993	Toe kick drawer

Item B. Patent Licenses

Patent #6,409,098	Apparatus and Method for Spraying Single or Multi-Component Material (Under Agreement Dated June 1, 2006 Between RSI Home Products Management, Inc. and Rhino Linings, U.S.A.)
Patent #6,250,567	Apparatus and Method for Spraying Single or Multi-Component Material (Under Agreement Dated June 1, 2006 Between RSI Home Products Management, Inc. and Rhino Linings, U.S.A.)

Item C. Trademarks

Registered Trademarks

<u>Trademark or Service Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Registration or Application Number</u>
American Classics	RSI Home Products Management, Inc.	U.S.	Registration #2796727 2/1/02
Estate by RSI	RSI Home Products Management, Inc.	U.S.	Registration #2899001 8/14/33

MasterBath	RSI Home Products Management, Inc.	U.S.	Registration #2793759	2/1/02
Prestige	Prestige, Inc.	U.S.	Registration #2524940	
RSI	RSI Home Products Management, Inc.	U.S.	Registration #1,610,592	8/21/90

Pending Trademark Applications

Architectural Bath	Prestige	U.S.	Pending, Serial No. 78/671,621	
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