

**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
RSI-Lamco, Inc.		06/28/2006	CORPORATION: CALIFORNIA
Prestige Cabinets, Inc.		06/28/2006	CORPORATION: DELAWARE
RSI Home Products Management, Inc.		06/28/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	76551730	KWIK-HANG
Serial Number:	78600532	MASTERCLOSET
Serial Number:	78600533	MASTERLAUNDRY
Serial Number:	78649800	PERMAVAR
Serial Number:	78705689	PERMAVAR
Serial Number:	78705686	PRESTIGE CABINETS
Serial Number:	76595571	RSI PROFESSIONAL BUILDER SERVICES
Serial Number:	78594355	STOR-IT-ALL
Serial Number:	78802730	TOUGH FOR ALL YOUR STUFF
Serial Number:	78671621	ARCHITECTURAL BATH
Serial Number:	78896658	GEARBOX
Serial Number:	78896675	GEARBOX. TOUGH FOR ALL YOUR STUFF.

CH \$540.00 76551730

Serial Number:	78913198	STORAGE BASICS
Serial Number:	78913205	STOR-MOR
Serial Number:	78915508	VERSAKIT
Serial Number:	78890184	VERSAKIT
Registration Number:	2796727	AMERICAN CLASSICS
Registration Number:	2899001	ESTATE BY RSI
Registration Number:	2793759	MASTERBATH
Registration Number:	2524940	PRESTIGE
Registration Number:	1610592	RSI

**CORRESPONDENCE DATA**

Fax Number: (313)496-8454

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

Phone: 3139636420

Email: schultz@millercanfield.com

Correspondent Name: Joni M. Thrower

Address Line 1: 150 West Jefferson Ave

Address Line 2: Suite 2500

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	RSI COMERICA #4
NAME OF SUBMITTER:	Joni M. Thrower
Signature:	/jonimthrower/
Date:	07/21/2006

**Total Attachments: 5**

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**AGREEMENT  
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 28, 2006 ("Effective Date"), between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank ("Secured Party").

Preliminary Statement

A. RSI Home Products, Inc., a Delaware corporation ("Original Borrower"), and Secured Party, 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 otherwise supplemented from time to time, the "Prior Credit Agreement"). No other bank has become lender under the Prior Credit Agreement.

B. RSI Holding Corporation, a Delaware corporation and Original Borrower's sole shareholder (the "Company") has requested that Secured Party 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 otherwise supplemented from time to time, the "Credit Agreement"), between Company and Secured Party, subject to the satisfaction of certain terms and conditions set forth therein, as a replacement for the Prior Credit Agreement.

C. In connection with the Credit Agreement, the Debtors have executed and delivered the Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement").

D. As a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Accordingly, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, Debtors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral") whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachments 1 and 2 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 2 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of Attachments 1 and 2 and Item B of Attachment 2 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Related Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

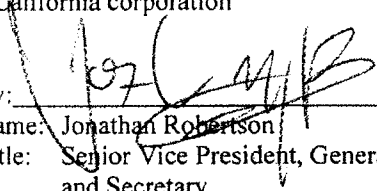
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[Signatures follow on succeeding pages]**

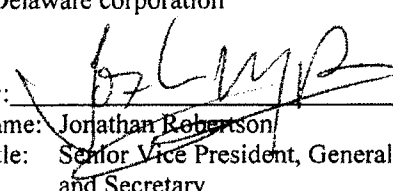
This Agreement (Trademarks) is executed and delivered as of the Effective Date.

**DEBTORS:**

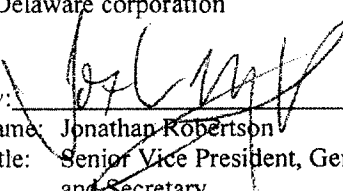
RSI-Lamco, Inc.,  
a California corporation

By:   
Name: Jonathan Robertson  
Title: Senior Vice President, General Counsel  
and Secretary

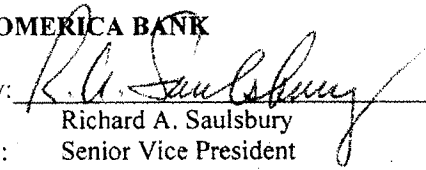
Prestige Cabinets, Inc.,  
a Delaware corporation

By:   
Name: Jonathan Robertson  
Title: Senior Vice President, General Counsel  
and Secretary

RSI Home Products Management, Inc.,  
a Delaware corporation

By:   
Name: Jonathan Robertson  
Title: Senior Vice President, General Counsel  
and Secretary

**COMERICA BANK**

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

ATTACHMENT 1 to  
Agreement (Trademark)

Item A. Trademarks

Trademarks

*Pending Trademark Applications*

Kwik-Hang	RSI Home Products Management, Inc.	U.S.	Pending, Serial No. 76/551,730
Master Closet	RSI Home Products Management, Inc.	U.S.	Pending, Serial No. 78/600532
MasterLaundry	RSI Home Products Management, Inc.	U.S.	Pending, Serial No. 78/600533
PermaVar ✓	Prestige Cabinets, Inc.	U.S.	Pending, Serial No. 78/649,800
PermaVar (Logo)	Prestige Cabinets, Inc.	U.S.	Pending, Serial No. 78/705,689
Prestige Cabinets (Logo)		U.S.	Pending, Serial No. 78/705,686
RSI Professional Builder Services	RSI-Lamco, Inc.	U.S.	Pending, Serial No. 76/595,571
Stor-It-All	RSI Home Products Management, Inc.	U.S.	Pending, Serial No. 78/594,355
Tough For All Your Stuff	RSI Home Products Management, Inc.	U.S.	Pending, Serial No. 78/802,730

ATTACHMENT 2 to  
Agreement (Trademark)

Item A. Trademarks

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 8/14/03
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
Gearbox	Will be RSI Home Products Management, Inc	U.S.	Pending 78/896658
Gearbox. Tough For All Your Stuff	Will be RSI Home Products Management, Inc	U.S.	Pending 78/896675
Storage Basics	Will be RSI Home Products Management, Inc.	U.S.	Pending 78/913198
Stor-Mor	Will be RSI Home Products Management, Inc.	U.S.	Pending 78/913205
VERSAKIT	Will be RSI Home	U.S.	Pending 78/915508 78/890144