

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 |
|-----------------------------|----------|----------------|--------------|
| WII HOLDING, INC. | | 01/09/2007 | CORPORATION: |
| WII MERGER CORPORATION | | 01/09/2007 | CORPORATION: |
| WII COMPONENTS, INC. | | 01/09/2007 | CORPORATION: |
| WOODCRAFT INDUSTRIES, INC. | | 01/09/2007 | CORPORATION: |
| BRENTWOOD ACQUISITION CORP. | | 01/09/2007 | CORPORATION: |
| PRIMEWOOD, INC. | | 01/09/2007 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------|
| Name: | CREDIT SUISSE |
| Street Address: | ELEVEN MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | SWISS BANK: |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 1439160 | WOODCRAFT INDUSTRIES INC. |
| Registration Number: | 1854670 | PRIMEWOOD |

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Daniel C. Glazer

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

CH \$65.00 1439160

900068189

TRADEMARK
REEL: 003472 FRAME: 0001

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

35610/12815

NAME OF SUBMITTER:

Alexandro Padres

Signature:

/ALEXANDRO PADRES/

Date:

01/30/2007

Total Attachments: 7

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated January 9, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, acting through one or more of its branches or any Affiliate thereof ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, WII Merger Corporation, a Delaware corporation, has entered into a First Lien Senior Secured Credit Agreement dated as of January 9, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated January 9, 2007, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar or any other Person prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright

registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and all other Secured Obligations (as defined in the Security Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Any inconsistency, ambiguity or conflict between this IP Security Agreement and the Security Agreement shall be resolved in the following order of precedence (with (i) having the highest priority): (i) Security Agreement, and (ii) IP Security Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WII HOLDING, INC.

By: Keith Huff
Name: Keith Hegerman
Title: Senior Vice President

Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

WII MERGER CORPORATION

By: Keith Huff
Name: Keith Hegerman
Title: Senior Vice President

Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

WII COMPONENTS, INC.

By: Keith Huff
Name: Keith Hegerman
Title: Senior Vice President


Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

WII Merger Corporation -- IP Security Agreement
Signature Page.

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TRADEMARK
REEL: 003472 FRAME: 0005

WOODCRAFT INDUSTRIES, INC.

By 
Name: L. DAVID CARDENAS
Title: SR. VICE PRESIDENT


Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

BRENTWOOD ACQUISITION CORP.

By : 
Name: L. DAVID CARDENAS
Title: SR. VICE PRESIDENT

Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

PRIMEWOOD, INC.

By 
Name: L. DAVID CARDENAS
Title: SR. VICE PRESIDENT

Address for Notices:
525 Lincoln Avenue SE
St. Cloud, MN 56304

**Schedule A to the
IP Security Agreement**

I. Patents

| <u>Grantor</u> | <u>Patent Titles</u> | <u>Country</u> | <u>Patent No.</u> | <u>Applic. No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|-------------------------------|---------------------------------|-----------------------|------------------------------|---------------------------|---------------------------|--------------------------|
| Woodcraft Industries, Inc. | | USA | | 29/223,864* | 2/18/2005 | |

* That certain Release of Security Interest in Patents by and between Woodcraft Industries, Inc. and Antares Capital Corporation, as Agent, dated January __, 2007, with respect to the foregoing unpublished patent application will be recorded at the United States Patent and Trademark Office reasonably promptly after the patent issues.

**Schedule B to the
IP Security Agreement**

I. Domain Name Agreements and Trademarks

| <u>Grantor</u> | <u>Domain Name Agreement/Trademark</u> | <u>Country/ State</u> | <u>Serial No. Filed</u> | <u>Reg. No. Registered</u> |
|--|--|-----------------------|-------------------------|----------------------------|
| Woodcraft Industries, Inc. | www.woodcraftind.com | USA | | |
| Dimension Moldings, Inc. | www.dmoldings.com | USA | | |
| Brentwood Acquisition Corp. | www.brentwoodinc.net | USA | | |
| Woodcraft Industries, Inc. (f/k/a Grand Valley Acquisition, Inc.) | www.gvdc.biz | USA | | |
| Woodcraft Industries, Inc. (f/k/a Grand Valley Acquisition, Inc.) | www.gvdc.net | USA | | |
| Woodcraft Industries, Inc. | WOODCRAFT INDUSTRIES INC. WI Design | USA | 73/590,968 3/31/86 | 1,439,160 5/12/87 |
| Brentwood Acquisition Corp. | Design Only (Stylized Oak Tree) | Oregon | | T31230 1/16/97 |
| PrimeWood, Inc. | PRIMEWOOD | USA | 74/270,461 4/29/92 | 1,854,670 9/20/94 |

II. Trade Names

| <u>Grantor</u> | <u>Names</u> |
|-----------------------------|-----------------------------|
| Brentwood Acquisition Corp. | Brentwood Corp. (Oregon) |
| Brentwood Acquisition Corp. | Progressive Panels (Oregon) |

**Schedule C to the
IP Security Agreement**

I. Copyrights

| <u>Grantor</u> | <u>Title of Work</u> | <u>Country</u> | <u>Title</u> | <u>Reg. No.</u> | <u>Applic. No.</u> | <u>Issue Date</u> |
|-------------------------------|---|----------------|--------------|------------------|------------------------|-----------------------|
| Woodcraft Industries, Inc. | HARDWOOD CHARACTERISTICS; A Guide for the Cabinet and Furniture Industries | USA | | TX-3-621- 818 | | 8/5/1993 |