

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New Stream Asset Funding, LLC		12/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	NSAF 10, LLC
Street Address:	38 Grove Street
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	77099409	GENESIS
Registration Number:	1703307	ACADIA NATURAL
Registration Number:	1701800	ADIRONDACK HONEY
Registration Number:	2416394	ALUMIDE
Registration Number:	0658937	BONDWOOD
Registration Number:	2161514	BRECKENRIDGE BRAZILIAN NATURAL
Registration Number:	1991237	CAPITAL
Registration Number:	2612500	COACH HOUSE HICKORY
Registration Number:	2838517	CROSSROADS
Registration Number:	1362791	EVERSETT
Registration Number:	2650233	GLENWOOD STRIP
Registration Number:	0651923	HARRIS
Registration Number:	0290424	HARRIS
Registration Number:	2022678	KINGSPORT

OP \$540.00 77099409

Registration Number:	1700570	MOJAVE WHEAT
Registration Number:	2602803	PASSPORT: AUSTRALIA
Registration Number:	3079417	QUIKLOC
Registration Number:	2796090	TAPTIGHT
Registration Number:	2605230	TARK-LOCK
Registration Number:	2503829	VANGUARD
Registration Number:	0838196	WEBBAC

**CORRESPONDENCE DATA**

Fax Number: (203)325-5001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2033255061  
Email: kdonohue@fdh.com  
Correspondent Name: Kathleen Donohue, Finn Dixon & Herling  
Address Line 1: 177 Broad Street  
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Kathleen A. Donohue
Signature:	/Kathleen A. Donohue/
Date:	12/20/2007

Total Attachments: 4  
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the Effective Date (as defined below), is entered into between the Assignor and the Assignee (each as defined below).

The parties hereto hereby agree as follows:

Company: ArborCraft, LLC, a Delaware limited liability company (the "Company").

Lender: New Stream Asset Funding, LLC, a Delaware limited liability company ("Lender").

Credit Agreement: Amended and Restated Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition are used as defined in the Credit Agreement) dated as of December 14, 2007 among the Company, Lender and Harris Wood Holding LLC, a Delaware limited liability company, as guarantor ("Holdings").

Assignor: New Stream Asset Funding, LLC

Assignee: NSAF 10, LLC

Effective Date: December 14, 2007

Aggregate amount of Outstanding Term Loan and remaining Term Loan Commitment for all Lenders	Aggregate amount of Term Loan and Term Loan Commitment being Assigned	Percentage Assigned
\$4,800,000	\$652,000 outstanding Term Loan and 100% of the Term Loan Commitment in the amount of \$4,800,000 together with the Closing Fee in connection with the Term Loan earned on the Closing Date (which such fee has been earned but not paid as of the Effective Date)	100%

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Section 1. Assignment. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, Assignor's rights and obligations in its capacity as Lender under the Credit Agreement (including Indemnified Liabilities owing to or by Assignor thereunder) and the other Loan Documents, in each case to the extent related to the amounts identified above (the "Assigned Interest").

Section 2. Representations, Warranties and Covenants of Assignors. Assignor (a) represents and warrants to Assignee that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) it is the legal and beneficial owner of its Assigned Interest and that such Assigned Interest is free and clear of any lien and other adverse claims, and (iii) by executing, signing and delivering this Assignment, the Person signing, executing and delivering this Assignment on behalf of the Assignor is an authorized signer for the Assignor and is authorized to execute, sign and deliver this Agreement, (b) makes no other representation or warranty and assumes no responsibility, including with respect to the aggregate amount of the Term Loan or the Term Loan Commitment or the percentage of the Term Loan or the Term Loan Commitment represented by the amounts assigned, any statements, representations and warranties made in or in connection with any Loan Document or any other document or information furnished pursuant thereto, the execution, legality, validity, enforceability or genuineness of any Loan Document or any document or information provided in connection therewith and the existence, nature or value of any Collateral, (c) assumes no responsibility (and makes no representation or warranty) with respect to the financial condition of Holdings, the Company or any of their Subsidiaries or the performance or nonperformance by Holdings, the Company or any of their Subsidiaries of any obligation under any Loan Document or any document provided in connection therewith and (d) attaches any Term Note held by it evidencing at least in part the Assigned Interest of such Assignor (or, if applicable, an affidavit of loss or similar affidavit therefor).

Section 3. Representations, Warranties and Covenants of Assignees. Assignee (a) represents and warrants to Assignor that (i) it has full power and authority, and has taken all actions necessary for Assignee, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest assigned to it hereunder and either such Assignee or the Person exercising discretion in making the decision for such assignment is experienced in acquiring assets of such type, and (iii) by executing, signing and delivering this Assignment, the Person signing, executing and delivering this Assignment on behalf of the Assignor is an authorized signer for the Assignor and is authorized to execute, sign and deliver this Agreement, (b) shall perform in accordance with their terms all obligations that, by the terms of the Loan Documents, are required to be performed by it as Lender, (c) confirms it has received such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and shall continue to make its own credit decisions in taking or not taking any action under any Loan Document independently and without reliance upon Lender and based on such documents and information as it shall deem appropriate at the time and (d) specifies as its applicable address for notices the address set forth beneath its name on the signature pages hereof.

Section 4. Determination of Effective Date. The effective date of this Assignment (the "Effective Date") shall be the date set forth in such section above.

Section 5. Effect. As of the Effective Date, (a) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment, have the rights and obligations of Lender under the Credit Agreement and (b) Assignor shall, to the extent provided in this Assignment, relinquish its rights (except those surviving the payment in full of the Obligations) and be released from its obligations under the Loan Documents other than those obligations relating to events and circumstances occurring prior to the Effective Date.

Section 6. Distribution of Payments. On and after the Effective Date, the Company shall make all payments under the Loan Documents in respect of each Assigned Interest (a) in the case of amounts accrued to but excluding the Effective Date, to Assignor and (b) otherwise, to the Assignee; provided, that the Company shall make all payments with respect to the Closing Fee to the Assignee.


Section 7. Miscellaneous. This Assignment is a Loan Document and, as such, is subject to certain provisions of the Credit Agreement, including Annex A (Construction), 10.8 (Governing Law) and 10.12 (Waiver of Jury Trial) thereof. On and after the Effective Date, this Assignment shall be binding upon, and inure to the benefit of, the Assignor and Assignee and their successors and assigns. This Assignment shall be governed by, and be construed and interpreted in accordance with, the law of the State of New York. This Assignment may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.


NEW STREAM ASSET FUNDING, LLC,  
as Assignor

By: New Stream Capital, LLC,  
its Manager

By:   
Name:  
Title:

NSAF 10, LLC,  
as Assignee

By: New Stream Capital, LLC,  
its Manager

By:   
Name:  
Title:

Address for notices for any other purpose:

NASF 10, LLC  
c/o New Stream Private Equity, LLC  
38 Grove Street, 2<sup>nd</sup> Floor  
Ridgefield, Connecticut 06877  
Attention: John D. Langdon and Christy Sadler  
Telephone: (203) 431-0330  
Facsimile: (203) 702-5458

{00470646; 5109-4}