

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norcraft Companies, L.P.		05/19/2008	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3180924	YOUR EVERY DAY PARADE OF KITCHENS	
Registration Number:	3168735	KITCHEN & BATHIDEAS CABINETRY SHOWROOM	
Registration Number:	3357532	KITCHEN CABINET EXPRESS	
Registration Number:	3334502	VISION	
Registration Number:	3118412	ICS INNOVATIVE + CABINET + SOLUTIONS	
Registration Number:	2955754	NORCRAFT COMPANIES	
Registration Number:	2871323	NORCRAFT COMPANIES, L.L.C.	
Registration Number:	3030122	FASHION MADE AFFORDABLE	
Serial Number:	77433213	PDC PERSONAL DESIGN CHOICES	
Serial Number:	77323955	STARMARK CABINETRY	
Serial Number:	77305143	PQ PLAN TO QUOTE	
Serial Number:	77305084	PLAN TOQUOTE	
Serial Number:	78690821	DESTINY	
Serial Number:	78689845	ULTRACRAFT	

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900107393

TRADEMARK
REEL: 003783 FRAME: 0640

Serial Number:	78689531	DESTINY
Serial Number:	78688548	ENTREÉ

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: kai.goodwin@contractor.thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	582585
NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	05/27/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2008, by Norcraft Companies, L.P., a Delaware limited partnership (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement dated October 21, 2003 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill relating to such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NORCRAFT COMPANIES, L.P.

By: 
Name: LEIGH GINTER
Title: CFO

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NORCRAFT COMPANIES, L.P.

By: _____
Name:
Title:

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name: _____
Title: _____
David B. Julie
Associate Director
Banking Products
Services, US

By: 
Name: _____
Title: _____
Richard L. Tavrow
Director
Banking Products
Services, US

ACKNOWLEDGMENT OF PLEDGOR




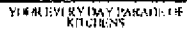
STATE OF Minnesota)
COUNTY OF S Dakota) ss.

On this 19th day of May 2008 before me personally appeared Leigh E. Ginter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alcora Et Companies LP, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.





Karen Jo Kimball
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REG NO./ REGISTERED</u>	<u>CLASS/GOODS AND SERVICES</u>
Norcraft Companies, L.P.		U.S.	77433213 / March 27, 2008	N/A	Custom manufacture of cabinetry; Design consulting services in the field of residential cabinetry
Norcraft Companies, L.P.		U.S.	77323955 / November 7, 2007	N/A	Kitchen and bathroom cabinets; Custom manufacture of cabinetry; Design consulting services in the field of residential cabinetry
Norcraft Companies, L.P.		U.S.	77305143 / October 16, 2007	N/A	Computer software for use in creating price quotes for customers as to the costs of remodeling cabinetry and cabinetry for new construction
Norcraft Companies, L.P.	PLAN TOQUOTE	U.S.	77305084 / October 16, 2007	N/A	Computer software for use in creating price quotes for customers as to the costs of remodeling cabinetry and cabinetry for new construction
Norcraft Companies, L.P.		U.S.	78805331 / February 2, 2006	3,180,924 / December 5, 2006	Retail store service in the field of kitchen and bath cabinetry,

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					appliances, fixtures and countertops; Design consulting services in the field of kitchen and bath cabinetry, appliances, fixtures and countertops
Norcraft Companies, L.P.	Kitchen ? & Bath Ideas <small>CABINETRY SHOWROOM</small>	U.S.	78799352 / January 25, 2006	3,168,735 / November 7, 2006	Retail store service in the field of kitchen and bath cabinetry, appliances, fixtures and countertops; Design consulting services
Norcraft Companies, L.P.	KITCHEN CABINET EXPRESS	U.S.	78767709 / December 6, 2005	3,357,532 / December 18, 2007	Retail store service featuring kitchen and bath cabinets
Norcraft Companies, L.P. d/b/a The Ultracraft Company	Destiny	U.S.	78690821 / August 11, 2005	N/A	Cabinets
Norcraft Companies, L.P. d/b/a The Ultracraft Company	ULTRACRAFT	U.S.	78689845 / August 10, 2005	N/A	Furniture cabinets
Norcraft Companies, L.P. d/b/a The Ultracraft Company	DESTINY	U.S.	78689531 / August 10, 2005	N/A	Cabinets
Norcraft Companies, L.P. d/b/a The Ultracraft Company	ENTRÉE	U.S.	78688548 / August 9, 2005	N/A	Cabinets
Norcraft Companies, L.P. d/b/a The	VISION	U.S.	78688760 / August 9, 2005	3,334,502 / November 13, 2007	Cabinets

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REG NO./ REGISTERED</u>	<u>CLASS/GOODS AND SERVICES</u>
Ultracraft Company					
Norcraft Companies, L.P.	 ICS INNOVATIVE • CABINET • SOLUTIONS	U.S.	78602879 / April 6, 2005	3,118,412 / July 18, 2006	Kitchen and bath design services
Norcraft Companies, L.P.	NORCRAFT COMPANIES	U.S.	78310494 / October 7, 2003	2,955,754 / May 24, 2005	Kitchen, bath and office cabinets; Custom manufactu of cabinets to the order and specification of others
Norcraft Companies, L.P.	 NORCRAFT COMPANIES, LLC.	U.S.	76543212 / September 8, 2003	2,871,323 / August 10, 2004	Kitchen, bath and office cabinets; custom manufactur of cabinets to the order and specification of others
Norcraft Companies, L.P.	FASHION MADE AFFORDABLE	U.S.	78276146 / July 18, 2003	3,030,122 / December 13, 2005	Kitchen, bath and office cabinets