

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MBC IP Co.		10/29/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MasterBrand Cabinets, Inc.		
<b>Street Address:</b>	One MasterBrand Cabinets Drive		
<b>Internal Address:</b>	P.O. Box 420		
<b>City:</b>	Jaspar		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47547-0420		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3640534	SUPERPAC	
<b>Registration Number:</b>	3640535	SUPER PAC BY MASTERBRAND CABINETS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Raymond Rundelli		
<b>Address Line 1:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 2:</b>	800 Superior Avenue, Suite 1400		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-2688		
<b>ATTORNEY DOCKET NUMBER:</b>	27475/10606		
<b>NAME OF SUBMITTER:</b>	Raymond Rundelli		

CH \$65.00 3640534

Signature:	/Raymond Rundelli/
Date:	11/02/2009
Total Attachments: 5 source=00665127#page1.tif source=00665127#page2.tif source=00665127#page3.tif source=00665127#page4.tif source=00665127#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of October 29, 2009 (this "Assignment") by and between and MBC IP CO., a Delaware corporation (together with its successors and permitted assigns, "Assignor"), and MASTERBRAND CABINETS, INC., a Delaware corporation (together with its successors and permitted assigns, "Assignee").

### RECITALS:

WHEREAS, those certain trademarks described on Schedule A hereto along with any logos or stylizations used for those trademarks and any registrations or applications therefor (the "Trademarks") are owned and used by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's right, title and interest in the Trademarks together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of \$1 and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States and its territorial possessions, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement or any related claims, including but not limited to dilution and unfair competition, of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) All rights corresponding to the Trademarks in the United States and its territorial possessions, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or

as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF INDIANA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

MBC IP COMPANY  
("Assignor")

By: Neil P. Lynch

Name: NEIL P. LYNCH

Title: VP, MBC IP Co

MASTERBRAND CABINETS, INC.  
("Assignee")

By: Craig B. Spray

Name: Craig B. Spray

Title: EVP & CFO

STATE OF Indiana )  
                                  ) )  
COUNTY OF Dubois  )

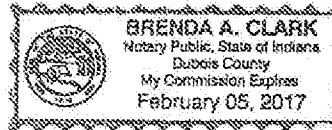
SS:

On this 29<sup>th</sup> day of October, 2009 before me appeared Neil P. Lynch, the person who signed this instrument, who acknowledged that he/she signed it on behalf of MBC IP COMPANY with authority to do so.

Brenda A. Clark  
Notary Public

My commission expires:

Feb. 5, 2017



TRADEMARK

REEL: 004089 FRAME: 0058

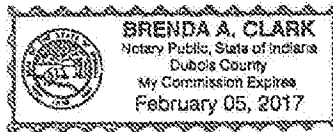
STATE OF Indiana )  
COUNTY OF Dubois ) SS:

On this 29<sup>th</sup> day of October, 2009 before me appeared Craig B. Spray, the person who signed this instrument, who acknowledged that he/she signed it on behalf of MASTERBRAND CABINETS, INC. with authority to do so.

Brenda A. Clark  
Notary Public

My commission expires:

Feb. 5, 2017



SCHEDULE A

Trademark List

Trademark	Country	Reg. No.
SUPERPAC	US	3640534
SUPERPAC BY MASTERBRAND CABINETS, INC. & DESIGN	US	3640535
		App. No.
SUPERPAC	Canada	1372490
SUPERPAC BY MASTERBRAND CABINET, INC. & DESIGN	Canada	1372489