

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Norcraft Companies, L.P.		03/24/2010	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	EP-MN-WS3C		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77884390	EUROPA BY NORCRAFT	
Serial Number:	77884240	EUROPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)235-9864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-235-4920		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ann M. Tigani		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2624		
<b>ATTORNEY DOCKET NUMBER:</b>	SKCE-077-017		
<b>NAME OF SUBMITTER:</b>	Ann M. Tigani		

CH \$65.00 77884390

**900159063**

**TRADEMARK  
 REEL: 004181 FRAME: 0586**

Signature:	/a tigani/
Date:	04/07/2010
Total Attachments: 5 source=Norcraft Lien#page1.tif source=Norcraft Lien#page2.tif source=Norcraft Lien#page3.tif source=Norcraft Lien#page4.tif source=Norcraft Lien#page5.tif	

## Second Lien Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 24<sup>th</sup>, 2010 by NORCRAFT COMPANIES, L.P., a Delaware limited partnership, (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Second Lien Security Agreement of even date herewith (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 the Indenture, 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. 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) registered Trademarks and applications therefor of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Security Agreement, or as otherwise provided in the Indenture, 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,  
NORCRAFT COMPANIES, L.P.,  
as Pledgor  
By: NORCRAFT GP, L.L.C.,  
its General Partner

By:   
Name: \_\_\_\_\_  
Title:


Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Richard Prokosch  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Applications:**

APPLICANT	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	CLASS/GOODS AND SERVICES
Norcraft Companies, L.P.	 EUROPA BY NORCRAFT	U.S.	77/884390 12/02/09	20, Cabinets
Norcraft Companies, L.P.	EUROPA	U.S.	77/884240 12/02/09	20, Cabinets