

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
Manufacturing Group of America, Inc.		04/08/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	RSI Home Products Management, Inc.		
Street Address:	400 East Orangethorpe Ave.		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1664930	CONTINENTAL CABINETS INC.	
CORRESPONDENCE DATA			
Fax Number:	(949)823-6994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-9600		
Email:	rmanguray@omm.com		
Correspondent Name:	Ria Manguray		
Address Line 1:	610 Newport Center Drive		
Address Line 2:	17th Floor		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	689,932-061		
NAME OF SUBMITTER:	Ria Manguray		
Signature:	/Ria Manguray/		

CH \$40.00 1664930

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**TRADEMARK
 REEL: 004182 FRAME: 0711**

Date:

04/08/2010

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is made and entered into as of April 8, 2010 (the "Effective Date") by and between Manufacturing Group of America, Inc., a Texas corporation (the "Assignor"), and RSI Home Products Management, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, this Assignment is being entered into in connection with the transactions contemplated by that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of April 7, 2010, by and among Assignee, Assignor, Continental Cabinets, Inc., a Texas corporation, Continental Cabinets Manufacturing, Inc., a Texas corporation, and Cardinal Cabinets LLC, a Delaware limited liability company and a Related Person of Assignee ("Buyer").

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the registered Mark described on Schedule 1 attached hereto (the "Assigned Trademark").

NOW, THEREFORE, for good and valuable consideration provided under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Trademark, together with the goodwill of the business associated with the Assigned Trademark, all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademark, including the right to collect all proceeds and damages therefrom.

2. Assignor further agrees that should additional documentation of such assignment or further acts be required to protect, secure, vest and record good title to the Assigned Trademark in Assignee, Assignor will, without further consideration, provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.

3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademark registered in the corresponding jurisdiction.

4. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

5. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

MANUFACTURING GROUP OF AMERICA, INC.

By: 
Name: James Bradley West
Title: Co-Chief Executive Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 8th day of April, 2010, by James Bradley West, the co-Chief Executive Officer of Manufacturing Group of America, Inc. on behalf of said corporation.

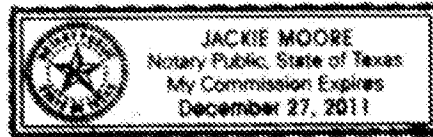
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the state of Texas



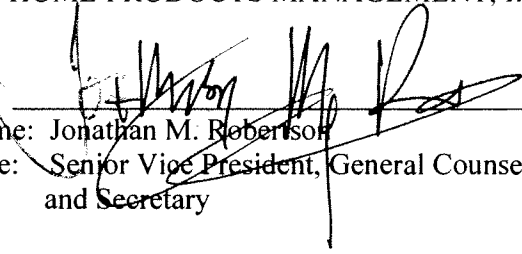
[SEAL]

My Commission Expires:



ASSIGNEE:

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 
Name: Jonathan M. Robertson
Title: Senior Vice President, General Counsel
and Secretary

Schedule 1

ASSIGNED TRADEMARK

Serial Number	Reg. Number	Filing Date	Trademark
74/089553	1,664,930	August 20, 1990	CONTINENTAL CABINETS INC. (and Design)

Schedule 1

NB1:794365.3

RECORDED: 04/08/2010

**TRADEMARK
REEL: 004182 FRAME: 0716**