

3/31/11

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/06/2011



103621482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORCRAFT COMPANIES, L.P.		03/30/2011	LIMITED PARTNERSHIP, DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 WASHINGTON BLVD		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code	06901		
Entity Type:	Banking Corporation of Switzerland		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number.	78276152	MID CONTINENT PRO SERIES	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9493		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful</i>			
Phone:	617 235 4920		
Email:	trademarks@ropesgray.com, ESimmons@winston.com		
Correspondent Name:	Ann M. Tigani		
Address Line 1	Prudential Tower, 800 Boylston Street		
Address Line 2:	ROPES & GRAY LLP		
Address Line 4	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER	SKCE-077-019		
NAME OF SUBMITTER:	Ann M Tigani		

CH \$40.00 78276152

Signature:	/Ann M Tigani/
Date:	03/31/2011
Total Attachments: 5 source=1st Lien TSA#page1.tif source=1st Lien TSA#page2.tif source=1st Lien TSA#page3.tif source=1st Lien TSA#page4.tif source=1st Lien TSA#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 30, 2011 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, the Pledgors are party to a U.S. Security Agreement dated December 9, 2009 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, this Trademark Security Agreement supplements the Trademark Security Agreement dated December 9, 2009 by the Pledgor in favor of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the 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. Each 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 such Pledgor:

- (a) registered Trademarks and applications therefor of such 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 Pledgors hereby acknowledge and affirm 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 Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors 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 officer 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: 

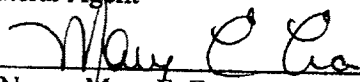
Name: Leigh Ginter

Title: Chief Financial Officer

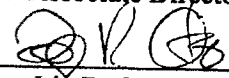
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: 
Name: Mary E. Evans

Title: Associate Director

By: 
Name: Ija R. Otsa

Title: Associate Director

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.	Mid Continent Pro Series	U.S.	78/276152 07/18/03	20, Kitchen cabinets, bath cabinets and office cabinets not including desktop stationery cabinets