

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
Woodmark International, LP		07/01/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Nationwide Industries, Inc.		
Street Address:	10333 Windhorst Road		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2490777	THE CASTILLE COLLECTION	
Registration Number:	3416648	BANNER	
Registration Number:	3416649	THE CASTILLE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(813)888-6275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(813) 885-2006		
Email:	mail@tampaiplaw.com		
Correspondent Name:	Arthur W. Fisher, III		
Address Line 1:	5555 W Waters Ave., Ste 609		
Address Line 4:	Tampa, FLORIDA 33634		
NAME OF SUBMITTER:	Arthur W Fisher, III		
Signature:	/Arthur W Fisher, III 26453/		

OP \$90.00 2490777

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TRADEMARK
REEL: 004601 FRAME: 0574

Date:

08/10/2011

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), made and entered into as of July 1, 2009, by and between WOODMARK INTERNATIONAL, L.P., a Delaware limited partnership ("Assignor") and NATIONWIDE INDUSTRIES, INC., a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms hereof, Assignor desires to hereby sell, assign, transfer, convey and deliver all of its right, title and interest in certain of its assets to Assignee, and Assignee desires to assume certain obligations of Assignor;

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** In consideration of good and valuable consideration, including the "Purchase Price" as defined in Section 3 of this Agreement, effective as of the date of this Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's respective right, title and interest in, to and under the assets, properties and rights, tangible and intangible, wherever situated as specifically set forth on Schedule 1 attached hereto and made a part hereof (the "K&B Assets"), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever (collectively, "Liens") except with respect to the that certain Credit Agreement, dated as of June 30, 2004 as amended from time to time, among Assignor, Assignee, the other co-borrowers named therein and Citibank , N.A., as administrative agent.

2. **Assumption.** Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the K&B Assets and further agrees to assume, pay, perform and discharge, as and when due, all of those obligations and liabilities related to the K&B Assets specifically set forth on Schedule 2 attached hereto and made a part hereof (the "Assumed K&B Obligations"). Assignee shall not assume, agree to pay, perform or discharge any obligation or liability of Assignor other than the Assumed K&B Obligations.

3. **Purchase Price.** The purchase price for the K&B Assets (the "Purchase Price") is a payment of (i) [REDACTED] which is acknowledged by both parties to this Agreement to have been paid in full, and (ii) Assignee's assumption of the Assumed K&B Obligations to the extent provided in Section 2 of this Agreement.

4. **Assignor Representations.** Assignor represents, warrants and agrees with Assignee as follows: (a) Assignor has full unrestricted power and capacity to enter into this Agreement and carry out the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized; (c) this Agreement constitutes the valid and binding obligation of Assignor and is enforceable in accordance with its terms; and (d) Assignor is the owner of the Assets, free and

clear of any and all Liens, and the execution of this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any agreement or instrument to which Assignor is a party or by which it or any of its assets or property is bound.

5. **Assignee Representations.** Assignee represents, warrants and agrees with Assignor as follows: (a) Assignee has full unrestricted power and capacity to enter into this Agreement and to carry out this transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and (c) this Agreement constitutes the valid and binding obligation of Assignee and is enforceable in accordance with its terms.

6. **Entire Agreement.** This Agreement embodies the entire agreement of the Assignor and Assignee with respect to the subject matter of this Agreement, and it supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Agreement. There are no agreements or understandings which are not set forth in this Agreement, and this Agreement may be modified only by a written instrument duly executed by the parties hereto.

7. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

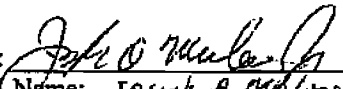
8. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one instrument. Signatures transmitted hereon via facsimile or other electronic image shall be deemed original signatures.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to its conflict of laws provisions.

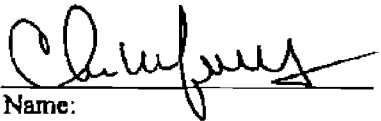
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date first above written.

WOODMARK INTERNATIONAL, L.P.

By: **COUNTRYWIDE HARDWARE, INC.,**
its General Partner

By: 
Name: Joseph A. Martino, Jr.
Title: Vice President

NATIONWIDE INDUSTRIES, INC.

By: 
Name:
Title:

Schedule 1

K&B Assets

The K&B Assets shall only include all of the right, title and interest of Assignor in and to the following assets, properties and rights as of the date hereof:

(a) all inventory of the Assignor relating to its kitchen and bath business (the "K&B Business") (and no inventory relating to the Assignor's former stair parts business) as of the date hereof (the "K&B Inventory").

(b) All accounts receivable relating to the K&B Business.

(c) all replacement parts and spare parts relating to the K&B Business,

(d) all prepaid expenses relating to the K&B Business;

(e) all fixed assets relating to the K&B Business;

(f) Listings, certifications, registrations, licenses and similar approvals relating to the K&B Business of, by or from third parties, including but not limited to governmental agencies.

(g) all rights of Assignor under any written or oral contract, agreement, lease, purchase order, arrangement, commitment, or understanding relating to the K&B Business (the "K&B Contracts").

(h) The following intangible assets of the Assignor relating to the K&B Business:

o the following trademarks:

- THE CASTILLE COLLECTION US Reg. No. 2,490,777
- BANNER US Reg. No. 3,416,648
- THE CASTILLE COLLECTION US Reg. No. 3,416,649
- LIBERTY

o the following websites and domain names

- www.bannerfaucets.com

(i) all of Assignor's documents, files, records, lists and correspondence, wherever located, and in whatever medium, whether hard copy, electronic or otherwise, including all of Assignor's purchase, marketing and sales records, customer and supplier records and lists, customer data, production records, pricing and cost information, manuals, business and marketing plans and proposals, trade secrets, and any confidential information (whether such

confidential information has been reduced to writing or is in electronic format or otherwise), in each case relating to the K&B Business;

(j) all of Assignor's rights and choses in action relating to the K&B Business, including all rights under express or implied warranties from suppliers and vendors and all rights to receive insurance proceeds;

(k) all technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and other know-how relating to the K&B Business;

(l) all of Assignor's goodwill associated with the K&B Business; and

(m) all of Assignor's Books and Records relating to the K&B Business.