

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardell Cabinetry, LLC		08/10/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	H.I.G. Cardell Lenders, LLC		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2197409	CARDELL	
Registration Number:	2663104	SPECTRUM 360 SERIES	
Registration Number:	2715396	SPECTRUM 360 SERIES	
Registration Number:	2754105	CARDELL CABINETRY	
CORRESPONDENCE DATA			
Fax Number:	(561)651-1507		
Phone:	5616535000		
Email:	peter.chiabotti@akerman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	222 Lakeview Avenue		
Address Line 2:	Suite 400		
Address Line 4:	West Palm Beach, FLORIDA 33401		

CH \$115.00 2197409

ATTORNEY DOCKET NUMBER:	246686
NAME OF SUBMITTER:	Peter A. Chiabotti
Signature:	/Peter A. Chiabotti/
Date:	10/17/2011
Total Attachments: 10 source=[Untitled]#page1.tif source=[Untitled]#page2.tif source=[Untitled]#page3.tif source=[Untitled]#page4.tif source=[Untitled]#page5.tif source=[Untitled]#page6.tif source=[Untitled]#page7.tif source=[Untitled]#page8.tif source=[Untitled]#page9.tif source=[Untitled]#page10.tif	

THIS INSTRUMENT IS SUBJECT TO A SUBORDINATION AGREEMENT DATED AS OF AUGUST 10, 2011, BETWEEN H.I.G. CARDELL LENDERS, LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION. BY ITS ACCEPTANCE OF THIS INSTRUMENT, THE HOLDER HEREOF AGREES TO BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT TO THE SAME EXTENT THAT SUBORDINATED LENDER (AS DEFINED THEREIN) IS BOUND.

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 10, 2011, is made by and between Cardell Cabinetry, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature ("Company"), and H.I.G. Cardell Lenders, LLC, a Delaware limited liability company ("Secured Party"), having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo Bank, National Association (the "First Lien Holder"), are parties to a Credit and Security Agreement, dated as of November 4, 2010 (as amended, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the First Lien Holder has extended a senior secured credit facility to Company.

B. Company and Secured Party are parties to a Subordinated Promissory Note (as amended, supplemented or restated from time to time, the "Note") dated the same date as this Agreement, setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Company.

C. As a condition to extending credit to or for the account of Company, Secured Party has required the execution and delivery by Company of (i) this Agreement and (ii) that certain Security Agreement, of even date herewith, by and between Company and the Secured Party (as amended, supplemented or restated from time to time, the "Security Agreement").

D. Company and the Secured Party acknowledge and agree that all terms of this Agreement are subject to the terms of the Subordination Agreement, of even date herewith (as amended, supplemented or restated from time to time), by and among the Secured Party and the First Lien Holder.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note and herein, the parties hereby agree as follows:

1. Recitals; Definitions. The foregoing recitals are hereby incorporated in this Agreement. All terms defined in the Note or Security Agreement that are not otherwise defined herein shall have the meanings given to them in the Note or Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Indebtedness" is used herein in its most comprehensive sense and means any and all advances, debts, obligations and liabilities of Company to Secured Party, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising,

whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Company may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents registered or filed with the U.S. Patent and Trademark Office, and fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Subsidiary” means any Person of which more than 50% of the outstanding ownership interests having general voting power under ordinary circumstances to elect a majority of the Board of Directors or the equivalent of such Person, irrespective of whether or not at the time ownership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency, is at the time directly or indirectly owned by Company, by Company and one or more other Subsidiaries, or by one or more other Subsidiaries.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each registered or filed with the U.S. Patent and Trademark Office, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls

or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) **Subsidiaries.** As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to Company; or (ii) notify Secured Party of such item(s) and cause such Subsidiary to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has good and indefeasible title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, good and indefeasible title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business judgment, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Unless Company determines that a Patent or Trademark is not material to its business, Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such

maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date demanded by Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (i) of this Section 3 and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note and Security Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. An Event of Default under the Note shall constitute an event of default under this Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Note and/or Security Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Company shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. Secured Party shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Secured Party, and Company waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement and issues relating to the validity or enforceability and the interpretation or construction of it shall be governed by the substantive laws (other than conflict laws) of the State of Florida. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

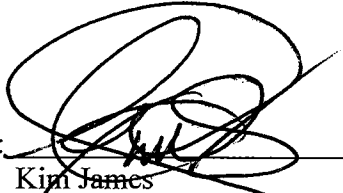
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Cardell Cabinetry, LLC
3215 N. Pan Am Expressway
San Antonio, Texas 78220
Attention: Bill J. Tidwell

CARDELL CABINETRY, LLC

By: 

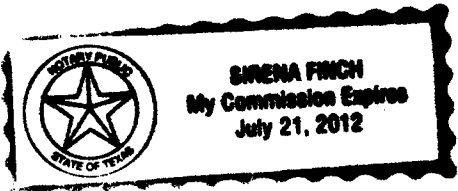
Kim James
Its Chief Financial Officer


H.I.G. Cardell Lenders, LLC
1450 Brickell Avenue, 31st Floor
Miami, FL 33131
Attention: Roman Krislav

H.I.G. CARDELL LENDERS, LLC
By: _____
Roman Krislav
Its Authorized Signatory

STATE OF TEXAS)
)
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 10th of August, 2011, by Kim James, the Chief Financial Officer of Cardell Cabinetry, LLC, a Delaware limited company on behalf of the limited liability company.





Notary Public

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of August, 2011, by Roman Krislav, an Authorized Signatory of H.I.G. Cardell Lenders, LLC, on behalf of the limited liability company.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Cardell Cabinetry, LLC
3215 N. Pan Am Expressway
San Antonio, Texas 78220
Attention: Bill J. Tidwell

CARDELL CABINETRY, LLC

By: _____
Kim James
Its Chief Financial Officer

H.I.G. Cardell Lenders, LLC
1450 Brickell Avenue, 31st Floor
Miami, FL 33131
Attention: Roman Krislav

H.I.G. CARDELL LENDERS, LLC
By: _____
Roman Krislav
Its Authorized Signatory

STATE OF TEXAS)
)
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this _____ of August, 2011, by Kim James, the Chief Financial Officer of Cardell Cabinetry, LLC, a Delaware limited company on behalf of the limited liability company.

Notary Public

STATE OF ~~FLORIDA~~ MICHIGAN)
)
COUNTY OF ~~MIAMI DADE~~ WAYNE)

The foregoing instrument was acknowledged before me this 10th day of August, 2011, by Roman Krislav, an Authorized Signatory of H.I.G. Cardell Lenders, LLC, on behalf of the limited liability company.

Angela Lanzini
Notary Public

ANGELA LANZINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission expires Feb. 24, 2013
Acting in the County of Wayne

wayne

EXHIBIT A

UNITED STATES ISSUED PATENTS

	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		N/A	N/A

UNITED STATES PATENT APPLICATIONS

	<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Display Cabinet ¹		#11250875	10/14/2005

FOREIGN ISSUED PATENTS

	<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		N/A	N/A	N/A

UNITED STATES PATENT APPLICATIONS

	<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		N/A	N/A

¹ Never pursued after initial application was filed. A patent was never issued.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARDELL	2197409	10/20/98
SPECTRUM 360 SERIES	2663104	12/17/02
SPECTRUM 360 SERIES AND DESIGN	2715396	5/13/03
CARDELL CABINETS AND DESIGN	2754105	8/19/03

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None