

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Republic Corporation		02/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First Business Capital Corp.		
Street Address:	401 Chamany Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3584770	ALLIANT CABINETS DIRECT	
Registration Number:	3429193	REPUBLIC CABINETRY	
Registration Number:	3659724	RI INC.REPUBLIC INDUSTRIES INC.	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
Phone:	414-273-3500		
Email:	bgilpin@gklaw.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:	Brian G. Gilpin; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	057401-0106		
NAME OF SUBMITTER:	Brian G. Gilpin		

Signature:	/Brian G. Gilpin/
Date:	02/15/2012
Total Attachments: 2 source=republic#page1.tif source=republic#page2.tif	

**NOTICE OF TRADEMARK SECURITY INTEREST**  
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Interest, dated as of February 3, 2012, is made with regard to REPUBLIC CORPORATION, a Delaware corporation, whose address and principal place of business is located at 1400 Warren Drive, Marshall, Texas 75672 (the "Debtor"), by FIRST BUSINESS CAPITAL CORP., with an address of 401 Charmany Drive, Madison, Wisconsin 53719 (the "Secured Party").

R E C I T A L S:

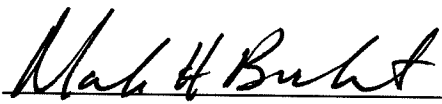
The Debtor and its subsidiaries and the Secured Party have entered into a Loan and Security Agreement dated as of February 3, 2012 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Secured Party has required the execution and delivery of a Patent and Trademark Security Agreement (the "Patent and Trademark Security Agreement") by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Patent and Trademark Security Agreement, and herein, the undersigned gives notice as follows:

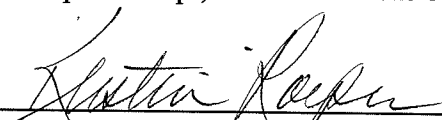
Pursuant to the terms of the Patent and Trademark Security Agreement, Debtor has granted a security interest in favor of the Secured Party in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Trademark Security Interest as of the date written above.


By:   
Mark H. Buchert, Vice President

STATE OF MILWAUKEE    )  
                                          )  
COUNTY OF WISCONSIN    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2012, by Mark H. Buchert, a Vice President for First Business Capital Corp., on behalf of the corporation.

  
Notary Public, State of Wisconsin  
My commission is permanent

### SCHEDULE OF TRADEMARKS

MARK	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS
ALLIANT CABINETS DIRECT	3,584,770	03/03/2009	Registered
REPUBLIC CABINETRY	3,429,193	05/20/2008	Registered
 REPUBLIC INDUSTRIES INC.	3,659,724	07/28/2009	Registered