

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank, as Agent		02/20/2013	Texas banking association: TEXAS
RECEIVING PARTY DATA			
Name:	RSI Home Products, Inc.		
Street Address:	400 E. Orangethorpe Ave.		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2796727	AMERICAN CLASSICS	
Registration Number:	3836253	ARCHITECTURAL BATH	
Registration Number:	2899001	ESTATE BY RSI	
Registration Number:	2793759	MASTERBATH	
Registration Number:	1610592	RSI	
CORRESPONDENCE DATA			
Fax Number:	4159848701		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-984-8922		
Email:	jtaylor@omm.com		
Correspondent Name:	Jennifer Taylor, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$140.00 2796727

ATTORNEY DOCKET NUMBER:	0689932-83
NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	02/25/2013
Total Attachments: 6 source=Comerica TM Release of Security Interest#page1.tif source=Comerica TM Release of Security Interest#page2.tif source=Comerica TM Release of Security Interest#page3.tif source=Comerica TM Release of Security Interest#page4.tif source=Comerica TM Release of Security Interest#page5.tif source=Comerica TM Release of Security Interest#page6.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") is dated as of February 20, 2013, and entered into by **COMERICA BANK**, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, successor by merger to Comerica Bank-California, whose principal office is located at 611 Anton Blvd., 2nd Floor, Costa Mesa, California 92626, as agent for and on behalf of the Banks (as defined below) ("Secured Party"), in favor of **RSI HOME PRODUCTS, INC.**, formerly known as RSI Holding Corporation, a Delaware corporation ("Company"), and certain of its subsidiaries (collectively, including Company, the "Debtors" and individually, each a "Debtor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (defined below).

WHEREAS, Company as Borrower, certain financial institutions (the "Banks"), and Secured Party entered into the Credit Agreement dated as of August 1, 2007 (as amended, modified or otherwise supplemented from time to time, the "Credit Agreement"); providing terms and conditions governing certain loans and other credit accommodations extended by the Banks to Borrower. The Credit Agreement replaced the Credit Agreement dated as of June 28, 2006, made between Company and Comerica Bank, as sole lender and letter of credit issuer (as previously amended, modified or otherwise supplemented from time to time, the "2006 Credit Agreement"). The 2006 Credit Agreement itself was made to replace the RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 (as previously amended, modified or otherwise supplemented from time to time, the "2003 Credit Agreement") made by Company's wholly-owned subsidiary, RSI Home Products Manufacturing, Inc. (f/k/a RSI Home Products, Inc.), a Delaware corporation ("Original Borrower") and Comerica Bank, as agent, lender, swing line lender, and letter of credit issuer. The 2003 Credit Agreement amended and replaced in its entirety the RSI Home Products, Inc. Revolving Credit and Term Loan Agreement dated as of August 2, 2000 (as previously amended, modified or otherwise supplemented from time to time, the "2000 Credit Agreement") made by the Original Borrower and Comerica Bank, as agent for certain financial institutions.

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered to Secured Party the Security Agreement dated as of August 1, 2007 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"). The Security Agreement replaced an Amended and Restated Security Agreement dated as of June 28, 2006, that was previously executed and delivered to Comerica Bank (as amended, modified or otherwise supplemented from time to time, the "2006 Security Agreement"). The 2006 Security Agreement itself amended and restated in its entirety an Amended and Restated Security Agreement dated as of February 13, 2003, that was previously executed and delivered to Comerica Bank (as previously amended, modified or otherwise supplemented from time to time, the "2003 Security Agreement"). The 2003 Security Agreement amended and restated in its entirety a Security Agreement dated as of August 2, 2000, that was previously executed and delivered to Comerica Bank (as previously amended, modified or otherwise supplemented from time to time, the "2000 Security Agreement"), and together with the Security Agreement, the 2006 Security Agreement and the 2003 Security Agreement, the "Security Agreements").

WHEREAS, the Debtors previously executed and delivered to Secured Party (i) the Agreement (Trademark) dated as of August 2, 2000 (as previously amended, modified or otherwise supplemented, the "2000 Grant"), (ii) the Agreement (Trademark) dated as of February 13, 2003, as amended by the Omnibus Amendment to Security and Pledge Agreements dated June 28, 2006 and as amended by the Omnibus Amendment to Security and Pledge Agreements dated as of August 1, 2007 (as previously amended, modified or otherwise supplemented, the "2003 Grant"), (iii) the Agreement (Trademark) dated June 26, 2006 (as previously amended, modified or otherwise supplemented, the "2006 Grant") and (iv) the Agreement (Trademark) dated August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "2007 Grant", and together with the 2000 Grant, 2003 Grant and 2006 Grant, the "Grants").

WHEREAS, the Grants were executed in conjunction with the security interest in the Trademark Collateral (defined below) granted to Secured Party by Debtors pursuant to the applicable Security Agreements.

WHEREAS, the Grants were recorded with the United States Patent and Trademark Office on August 2, 2000, at Reel/Frame 2294/0697, May 22, 2003, at Reel/Frame 1743/0208, May 23, 2003, at Reel/Frame 2740/0153, on June 28, 2006, at Reel/Frame 3353/0253, and on July 21, 2006 at Reel/Frame 3353/0179.

WHEREAS, in connection with the satisfaction of the obligations under the Credit Agreement, Secured Party has agreed to terminate and release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases, and discharges fully its security interest in the Trademark Collateral as granted by the Grants and the Security Agreements, and Secured Party reconveys, transfers, and assigns to the Debtors any rights it may have in the Trademark Collateral pursuant to or in connection with the Grants and the Security Agreements.

For purposes of this Release, "Trademark Collateral" means any and all of Debtors' right, title, and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any

State thereof or any foreign country, including those referred to in Schedule A attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Schedule A attached hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule A attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Secured Party further agrees to execute and deliver to the Debtors any and all further documents, instruments and releases, and do any and all further acts which the Debtors (or their respective agents or designees) reasonably request in order to confirm this Release.

THIS RELEASE INCORPORATES BY REFERENCE, AND DEBTORS AND SECURED PARTY HEREBY AGREE TO BE SUBJECT TO, THE PROVISIONS SET FORTH IN SECTIONS 7.2, 7.6 AND 7.7 OF THE SECURITY AGREEMENT.

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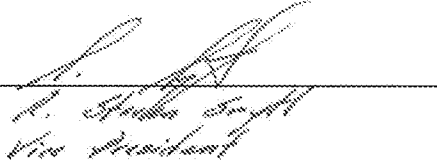
IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

COMERICA BANK, as Secured Party


By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "M. J. ...", is written over a horizontal line. The signature is slanted and somewhat stylized.

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status	Liens
AMERICAN CLASSICS	76/366,319 2,796,727	02/01/2002 12/23/2003	RSI Home Products Management, Inc.	Registered	Comerica Bank 2740/0153 5/23/2003 -- Comerica Bank 3353/0179 07/21/2006
ARCHITECTURAL BATH	78/671,621 3,836,253	07/15/2005 08/17/2010	RSI Home Products Management, Inc.	Registered	Comerica Bank 3353/0179 07/21/2006
	76/537,246 2,899,001	08/14/2003 11/02/2004	RSI Home Products Management, Inc.	Registered	Comerica Bank 3353/0179 07/21/2006
MASTERBATH	76/366,320 2,793,759	02/01/2002 12/16/2003	RSI Home Products Management, Inc.	Registered	Comerica Bank 2740/0153 5/23/2003 -- Comerica Bank 3353/0179 07/21/2006
RSI	73/818,628 1,610,592	08/11/1989 08/21/1990	RSI Home Products Management, Inc.	Registered (Renewed)	Comerica Bank 2740/0153 05/23/2003 -- Comerica Bank 2743/0208 5/22/2003 -- Comerica

Schedule A-1

Release of Trademark Security Interest

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20,948,674.1\125055-00294

**TRADEMARK
REEL: 004970 FRAME: 0107**

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status	Liens
					Bank 3353/0179 07/21/2006

Schedule A-2

Release of Trademark Security Interest

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RECORDED: 02/25/2013

TRADEMARK
REEL: 004970 FRAME: 0108