

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		11/14/2013	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	NORCRAFT CANADA CORPORATION		
Street Address:	3020 Denmark Avenue, Suite 100		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	CORPORATION: NOVA SCOTIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85279091	URBAN EFFECTS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123186824		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	F147233		
NAME OF SUBMITTER:	Christine Dionne		
Signature:	/Christine Dionne/		
Date:	11/15/2013		

OP \$40.00 85279091

Total Attachments: 4

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") is made as of the 14th day of November 2013, by UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent") in favor of NORCRAFT CANADA CORPORATION, a Nova Scotia unlimited liability company ("Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of December 9, 2009 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Credit Agreement"), among Pledgor, as borrower, the other Loan Parties party thereto, UBS SECURITIES LLC, as lead arranger, as documentation agent and as syndication agent, UBS LOAN FINANCE LLC, as swingline lender, and Agent, as issuing bank, as administrative agent (in such capacity, "Administrative Agent") for the Lenders, and collateral agent for the Secured Parties; (B) Canadian Security Agreement, dated as of December 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement"), made by and among Pledgor, the Guarantors listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement, in favor of Agent; and (C) Trademark Security Agreement, dated as of May 26, 2011, by Pledgor in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Pledgor pledged and granted to the 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 of Pledgor's right, title and interest in, to and under the following: (i) registered Trademarks and applications therefor of the Pledgor listed on Schedule I attached to the Trademark Security Agreement; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 27, 2011 at Reel 004550 Frame 0115.

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

1. The Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the foregoing listed on Schedule I attached hereto

2. The Agent hereby agrees, at the expense of the Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or

reasonably requested by the Pledgor to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral.

3. The Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[signatures follow]

IN WITNESS WHEREOF, Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered on the day and year first above written.

UBS AG, STAMFORD BRANCH,
as Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director
Banking Products Services, US

By: Kenneth Chin
Name: Kenneth Chin
Title: Director
Banking Products Services, US

SIGNATURE PAGE TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005155 FRAME: 0425

Schedule I

**U.S. Trademarks Subject to Security Interest
Recorded May 27, 2011 at Reel 004550 Frame 0115**

Trademark Application:

APPLICANT	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	CLASS/GOODS AND SERVICES
Norcraft Canada Corporation	URBAN EFFECTS	U.S.	85/279091 3/28/2011	International Class 40/U.S. Classes 100, 103 and 106, Manufacture and distribution of kitchen and bathroom cabinets, cabinet drawers and cabinet doors; distribution of kitchen and bathroom cabinet countertops, cabinet hinges and cabinet handles.