



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help

**Electronic Trademark Assignment System**

Trademark Assignment Recordation Form

Navigation: [Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)ETAS v.1.6.6
PTO-1594 (Rev. 11/15)
OMB No. 0551-0027 (Exp. 04/30/2015)**Signature**

The request must be signed by the filer. The request will not be "signed" in the sense of a traditional paper document. To sign the request, the signer must enter any combination of printable characters that have been adopted to serve the function of a signature, preceded and followed by the forward slash(/) symbol. Acceptable "signatures" could include: /John doe/; /jd/; and /123-4567/.

Sign the request by completing the following fields

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
NORCRAFT CANADA CORPORATION		11/15/2013	unlimited liability company: CANADA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	4th Floor, 20 King Street West		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85279091	URBAN EFFECTS	
CORRESPONDENCE DATA			

Fax Number: 2123037064
Phone: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

Total Attachments: 5

source=Norcraft TMSA#page1.tif
source=Norcraft TMSA#page2.tif
source=Norcraft TMSA#page3.tif
source=Norcraft TMSA#page4.tif
source=Norcraft TMSA#page5.tif

Signature: *	/Christine Dionne/
Name: *	Christine Dionne
Date:	11/19/2013

[Next Screen](#) [Back](#)[Cancel](#) [Save](#)[HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

11/19/2013 02:07 PM EST

Trademark Security Agreement

Trademark Security Agreement, dated as of November 15, 2013 by NORCRAFT CANADA CORPORATION, a Nova Scotia unlimited liability company (the "Pledgor"), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Canadian Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral 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 the following Collateral:

- (a) registered Trademarks and applications therefor of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Security Agreement, or as otherwise provided in the ABL Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

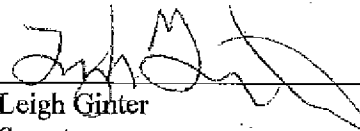
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein shall be subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the Term Collateral Documents (as defined in the Intercreditor Agreement) or the ABL Collateral Documents (as defined in the Intercreditor Agreement), as applicable, and any other intercreditor agreement entered into in accordance with the terms of the ABL Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and any applicable intercreditor agreement, the provisions of the applicable intercreditor agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORCRAFT CANADA CORPORATION

By: 
Name: Leigh Ginter
Title: Secretary

[Signature Page to Trademark Security Agreement (U.S.) (ABL)]

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: YVONNIE GRAY
Title: Manager, Agency

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

APPLICANT	DESCRIPTION	SERIAL NO.
Norcraft Canada Corporation	URBAN EFFECTS	85/279091

