

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		12/13/2013	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Norcraft Companies L.P.		
Street Address:	3020 Denmark Avenue		
Internal Address:	Suite 100		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78276152	MID CONTINENT PRO SERIES	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-235-4393		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Paul J. Sullivan, Ropes & Gray LLP		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	SKCE-077-022		
NAME OF SUBMITTER:	Paul J. Sullivan		

Signature:	/Paul J. Sullivan/
Date:	12/16/2013
Total Attachments: 4 source=Active_39891453_4_Norcraft - Indenture Trademark Security Termination (March 2011 Agreement) (Executed) #page1.tif source=Active_39891453_4_Norcraft - Indenture Trademark Security Termination (March 2011 Agreement) (Executed) #page2.tif source=Active_39891453_4_Norcraft - Indenture Trademark Security Termination (March 2011 Agreement) (Executed) #page3.tif source=Active_39891453_4_Norcraft - Indenture Trademark Security Termination (March 2011 Agreement) (Executed) #page4.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") is made as of the 13th day of December 2013, U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (as defined below) (in such capacity, the "Agent") in favor of NORCRAFT COMPANIES L.P., a Delaware limited partnership ("Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Indenture and the Security Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Indenture, dated as of December 9, 2009 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Indenture"), among Pledgor, as issuer, NORCRAFT FINANCE CORP., a Delaware corporation ("Norcraft Finance"), as co-issuer, each of the Guarantors named therein, and Agent, as trustee and collateral agent for the Holders of the Notes; (B) U.S. Second Lien 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, Norcraft Finance, 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 March 30, 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 Holders of the Notes, 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 March 31, 2011 at Reel 4513 Frame 0070.

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.

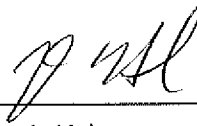
4. This Termination and Release shall be governed by the law of the State of New York.

[signatures follow]

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee and Collateral Agent

By: _____



Name: Joshua A. Hahn
Title: Vice President

Schedule I

**U.S. Trademarks Subject to Security Interest
Recorded March 31, 2011 at Reel 4513 Frame 0070**

Trademark Application:

APPLICANT	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	CLASS/GOODS AND SERVICES
Norcraft Companies, L.P.	Mid Continent Pro Series	U.S.	78/276152 07/18/03	20, Kitchen cabinets, bath cabinets and office cabinets not including desktop stationery cabinets