

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, STAMFORD BRANCH		03/24/2015	UBS AG, STAMFORD BRANCH IS THE CONNECTICUT-BASED, CAPITAL MARKETS FOCUSED ARM OF UBS AG, A SWISS FINANCIAL SERVICES COMPANY, REGULATED IN THE UNITED STATES BY THE FEDERAL RESERVE: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORCRAFT COMPANIES, L.P.		
<b>Street Address:</b>	3020 Denmark Avenue, Suite 100		
<b>City:</b>	Eagan		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55121		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77884390	EUROPA BY NORCRAFT	
<b>Serial Number:</b>	77884240	EUROPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-841-8818		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Catherine V. Riley, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	SKCE-077-024		
<b>NAME OF SUBMITTER:</b>	Catherine V. Riley		

OP \$65.00 77884390

<b>SIGNATURE:</b>	/Catherine Riley/
<b>DATE SIGNED:</b>	03/24/2015
<b>Total Attachments: 4</b> source=Norcraft TM release#page1.tif source=Norcraft TM release#page2.tif source=Norcraft TM release#page3.tif source=Norcraft TM release#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 24<sup>th</sup> day of March 2015, 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 COMPANIES, L.P., a Delaware limited partnership ("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) U.S. 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 March 24, 2010, 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 April 6, 2010 at Reel 4180 Frame 0957.

**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



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Name: Kenneth Chin  
Title: Director




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Name: Houssein Daly  
Title: Associate Director

**Schedule I**  
**U.S. Trademarks Subject to Security Interest**

**Recorded April 6, 2010**  
**Reel/ Frame 4180/0957**

Applicant	Description	Country/Serial No/ Filing Date	Class/ Goods and Services
Norcraft Companies, L.P., dba The Ultracraft Company	 EUROPA BY NORCRAFT	USA/ 77884390/ 02-DEC- 2009	INT. CL. 20 CABINETS
Norcraft Companies, L.P., dba The Ultracraft Company	EUROPA EUROPA	USA/ 77884240/ 02-DEC- 2009	INT. CL. 20 CABINETS