

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMPLETE KITCHENS LLC		02/12/2018	Limited Liability Company: VIRGINIA
PROFESSIONAL CABINET SOLUTIONS		02/12/2018	Corporation: CALIFORNIA
RSI HOME PRODUCTS MANAGEMENT, INC.		02/12/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	7711 PLANTATION ROAD
<b>City:</b>	ROANOKE
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24019
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87268202	COMPLETE KITCHENS
<b>Serial Number:</b>	87545281	PCS
<b>Serial Number:</b>	87545290	PROFESSIONAL CABINET SOLUTIONS
<b>Registration Number:</b>	2796727	AMERICAN CLASSICS
<b>Registration Number:</b>	4311625	AMERICANCLASSICS
<b>Registration Number:</b>	4165268	CONTINENTAL CABINETS
<b>Registration Number:</b>	4165269	CONTINENTAL CABINETS
<b>Registration Number:</b>	1664930	CONTINENTAL CABINETS INC.
<b>Registration Number:</b>	2899001	ESTATE BY RSI
<b>Registration Number:</b>	4238782	EXPRESS OPTIONS
<b>Registration Number:</b>	2793759	MASTERBATH
<b>Registration Number:</b>	4363158	MASTERBATH
<b>Registration Number:</b>	3248403	PERMAVAR
<b>Registration Number:</b>	3423270	QWIK HANG
<b>Registration Number:</b>	1610592	RSI

OP \$615.00 87268202

Property Type	Number	Word Mark
Registration Number:	3524649	RSI PCS
Registration Number:	3524648	RSI PROFESSIONAL CABINET SOLUTIONS
Registration Number:	3332900	STOR-IT-ALL
Registration Number:	4209690	VICO
Registration Number:	4304034	VICO VALUE IN COST OUT
Registration Number:	4874871	VILLA BATH
Serial Number:	86617038	ESTATE BY RSI
Serial Number:	86852439	RSI
Serial Number:	86556350	RSI

#### CORRESPONDENCE DATA

Fax Number: 8004947512

*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.*

Phone: 202-370-4750

Email: ipteam@coagencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175489
NAME OF SUBMITTER:	ESTEFANIA LAUREANO
SIGNATURE:	/ESTEFANIA LAUREANO/
DATE SIGNED:	02/13/2018

#### Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of February 12, 2018 (this “Agreement”), by and among certain Subsidiaries of American Woodmark Corporation, a Virginia corporation (the “Borrower”), as identified on the signature pages hereto (such Subsidiaries, the “Grantors”) and Wells Fargo Bank, National Association (“Wells Fargo Bank”), as Administrative Agent.

Reference is made to (a) the Credit Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the Lenders from time to time party thereto and Wells Fargo Bank, as Administrative Agent, (b) the Collateral Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Borrower, the other “Grantors” (as defined in the Collateral Agreement) from time to time party thereto and Wells Fargo Bank, as Administrative Agent and (c) the Joinder Agreement, dated as of February 12, 2018 (the “Joinder Agreement”), by and among the Borrower, each Subsidiary of the Borrower identified on the signature pages thereto as an “Existing Subsidiary Guarantor”, the Grantors and each other Subsidiary of the Borrower identified on the signature pages thereto as an “Additional Subsidiary Guarantor”, in favor of the Administrative Agent. The Lenders and the Issuing Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Joinder Agreement and the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed in Schedule I, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income,

royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present or future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill and all other assets, rights and interests that uniquely reflect or embody such goodwill) throughout the world; and

(b) all exclusive Trademark Licenses under which any Grantor is a licensee, including, without limitation, those referred to in Schedule I.


SECTION 3. Joinder Agreement and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Joinder Agreement and the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Joinder Agreement and the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Joinder Agreement or the Collateral Agreement, the terms of the Joinder Agreement or the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

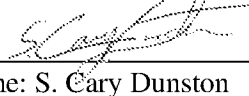
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROFESSIONAL CABINET SOLUTIONS, INC.

By:   
Name: S. Cary Dunston  
Title: Chairman, President and  
Chief Executive Officer

RSI HOME PRODUCTS MANAGEMENT, INC.

By:   
Name: S. Cary Dunston  
Title: Chairman, President and  
Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: *Dermaine Lewis*  
Name: *Dermaine Lewis*  
Title: *Senior Vice President*

SCHEDULE I

**Complete Kitchens LLC**

Trademark Applications: (United States)

Owner	Mark	Serial No.	Date Filed
Complete Kitchens LLC	COMPLETE KITCHENS	87268202	12/14/2016

**Professional Cabinet Solutions**

Trademark Applications: (United States)

Owner	Mark	Serial No.	Date Filed
Professional Cabinet Solutions	PCS	87/545281	7/27/17
Professional Cabinet Solutions	PROFESSIONAL CABINET SOLUTIONS	87/545,290	7/27/17

**RSI Home Products Management, Inc.**

Registered Trademarks: (United States)

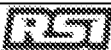



Owner	Mark	Registration No.	Date Registered	Renewal Date
RSI Home Products Management, Inc.	AMERICAN CLASSICS	2,796,727	12/23/03	2/23/23
RSI Home Products Management, Inc.	AMERICANCLASSICS	4,311,625	4/2/13	4/2/23
RSI Home Products Management, Inc.	CONTINENTAL CABINETS	4,165,268	6/26/12	6/26/22
RSI Home Products Management, Inc.		4,165,269	6/26/12	6/26/22
RSI Home Products Management, Inc.		1,664,930	11/19/91	To be abandoned
RSI Home Products Management, Inc.		2,899,001	11/2/04	11/2/24
RSI Home Products Management, Inc.	EXPRESS OPTIONS	4,238,782	11/6/12	11/6/22
RSI Home Products Management, Inc.	MASTERBATH	2,793,759	12/16/03	12/16/23

Owner	Mark	Registration No.	Date Registered	Renewal Date
RSI Home Products Management, Inc.	MASTERBATH	4,363,158	7/9/13	7/9/23
RSI Home Products Management, Inc.	PERMAVAR	3,248,403	5/29/07	To be abandoned
RSI Home Products Management, Inc.	QWIK HANG	3,423,270	5/6/08	5/6/18
RSI Home Products Management, Inc.	RSI	1,610,592	8/21/90	8/21/20
RSI Home Products Management, Inc.	RSI PCS	3,524,649	10/28/08	To be abandoned
RSI Home Products Management, Inc.	RSI PROFESSIONAL CABINET SOLUTIONS	3,524,648	10/28/08	To be abandoned
RSI Home Products Management, Inc.	STOR-IT-ALL	3,332,900	11/6/07	5/6/18
RSI Home Products Management, Inc.	VICO	4,209,690	9/18/12	9/18/22
RSI Home Products Management, Inc.		4,304,034	3/19/13	3/19/23
RSI Home Products Management, Inc.	VILLA BATH	4,874,871	12/22/15	12/22/25




Registered Trademarks: (Foreign)

Country	Owner	Mark	Registration No.	Date Registered	Renewal Date
Canada	RSI Home Products Management, Inc.	AMERICAN CLASSICS	TMA780303	10/21/10	10/21/25
Canada	RSI Home Products Management, Inc.	AMERICAN CLASSICS	TMA897692	3/2/15	3/2/30
Canada	RSI Home Products Management, Inc.	ARCHITECTURAL BATH	TMA815705	1/18/12	1/18/27
Canada	RSI Home Products Management, Inc.	CONTINENTAL CABINETS	TMA977227	7/31/17	7/31/32
Canada	RSI Home Products Management, Inc.		TMA977239	7/31/17	7/31/32
Canada	RSI Home Products Management, Inc.		TMA780087	10/19/10	To be abandoned
Canada	RSI Home Products Management, Inc.	INSIGNIA	TMA869832	1/24/14	To be abandoned
Canada	RSI Home Products Management, Inc.	MASTERBATH	TMA779893	10/15/10	10/15/25
Canada	RSI Home Products Management, Inc.	PERMAVAR	TMA779921	10/15/10	To be abandoned
Canada	RSI Home Products Management, Inc.		TMA730150	12/4/08	To be abandoned









Country	Owner	Mark	Registration No.	Date Registered	Renewal Date
Canada	RSI Home Products Management, Inc.	RSI	TMA780257	10/21/10	10/21/25
Canada	RSI Home Products Management, Inc.		TMA818513	2/28/12	To be abandoned
Canada	RSI Home Products Management, Inc.	RSI PCS	TMA783828	12/1/10	12/1/25
Canada	RSI Home Products Management, Inc.	RSI PROFESSIONAL CABINET SOLUTIONS	TMA783827	12/1/10	12/1/25
Canada	RSI Home Products Management, Inc.	STONETEK	TMA816313	1/27/12	To be abandoned
Canada	RSI Home Products Management, Inc.	STOR-IT-ALL	TMA813197	12/2/11	12/2/26
Canada	RSI Home Products Management, Inc.	STOR-MOR	TMA841914	1/31/13	1/31/28
Canada	RSI Home Products Management, Inc.	TRADEMARK	TMA836812	11/21/12	To be abandoned
Canada	RSI Home Products Management, Inc.	VERSAKIT	TMA763655	4/8/10	To be abandoned
Mexico	RSI Home Products Management, Inc.	VILLA BATH	1646218	6/13/16	3/6/24
Mexico	RSI Home Products Management, Inc.		1756062	5/19/17	6/24/26
Mexico	RSI Home Products Management, Inc.		1698343	11/23/16	6/24/26
Mexico	RSI Home Products Management, Inc.		1680526	9/30/16	6/24/26

Trademark Applications: (United States)

Owner	Mark	Serial No.	Date Filed
RSI Home Products Management, Inc.		86/617,038	5/1/15
RSI Home Products Management, Inc.		86/852,439	12/17/15
RSI Home Products Management, Inc.		86/556,350	5/6/15

Trademark Applications: (Foreign)

Country	Owner	Mark	Serial No.	Date Filed
Canada	RSI Home Products Management, Inc.		1753441	11/2/15
Canada	RSI Home Products Management, Inc.	EXPRESS OPTIONS	1563294	2/2/12
Canada	RSI Home Products Management, Inc.	RSI	1788637	6/27/16
Canada	RSI Home Products Management, Inc.	VILLA BATH	1667532	3/6/14
China	RSI Home Products Management, Inc.		23186497	3/17/17
China	RSI Home Products Management, Inc.		23186496	3/17/17
China	RSI Home Products Management, Inc.		23186495	3/17/17

Country	Owner	Mark	Serial No.	Date Filed
China	RSI Home Products Management, Inc.		23186494	3/17/17
Mexico	RSI Home Products Management, Inc.		1763831	6/24/16