

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Woodmark Corporation		04/22/2021	Corporation: VIRGINIA
Professional Cabinet Solutions, Inc.		04/22/2021	Corporation: CALIFORNIA
RSI Home Products Management, Inc.		04/22/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo, National Association, as Administrative Agent
Street Address:	Roanoke Loan Center, 7711 Plantation Road
Internal Address:	MAC-4058-017
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5430183	ATHERTON
Registration Number:	5835294	CELEBRATE LIFE WITH STYLE
Registration Number:	5656802	COLEBROOK
Registration Number:	5449357	EDGEWORTH
Registration Number:	5721002	KINSDALE
Registration Number:	5377084	MACARTHUR
Registration Number:	5520778	OLMSTED
Registration Number:	5794531	PORTFOLIO
Registration Number:	5935368	PORTFOLIO SELECT
Registration Number:	1967582	TIMBERLAKE
Registration Number:	5794530	VALUE BUILT
Registration Number:	5376674	WESTFALL
Registration Number:	5868913	PCS
Registration Number:	5885870	PROFESSIONAL CABINET SOLUTIONS

OP \$590.00 5430183

Property Type	Number	Word Mark
Registration Number:	5739993	ESTATE BY RSI
Registration Number:	4238782	EXPRESS OPTIONS
Registration Number:	5751500	RSI
Serial Number:	88626615	INSPIRE
Serial Number:	87913251	ORIGINS BY TIMBERLAKE
Serial Number:	88298664	PROFOLIO
Serial Number:	88298676	PROFOLIO
Serial Number:	88298683	PROFOLIO
Serial Number:	88036890	TIMBERLAKE CONNECT

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
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:	1360455 TM
NAME OF SUBMITTER:	Jonathan Fuste
SIGNATURE:	/Jonathan Fuste/
DATE SIGNED:	04/22/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of April 22, 2021 (this “Agreement”), by and among American Woodmark Corporation, a Virginia corporation (the “Borrower”), certain Subsidiaries of the Borrower, as identified on the signature pages hereto (such Subsidiaries, together with the Borrower, the “Grantors”) and Wells Fargo Bank, National Association (“Wells Fargo Bank”), as Administrative Agent.

Reference is made to (a) the Amended & Restated Credit Agreement, dated as of April 22, 2021 (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 and (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. 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 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.

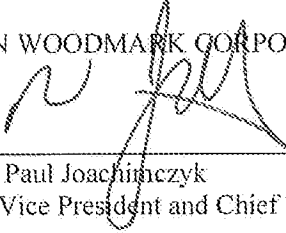
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of 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.

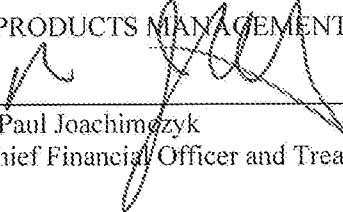
AMERICAN WOODMARK CORPORATION

By: 
Name: Paul Joachimczyk
Title: Vice President and Chief Financial Officer

PROFESSIONAL CABINET SOLUTIONS, INC.

By: 
Name: Paul Joachimczyk
Title: Chief Financial Officer and Treasurer

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 
Name: Paul Joachimczyk
Title: Chief Financial Officer and Treasurer

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 007267 FRAME: 0489

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

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

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 007267 FRAME: 0490

SCHEDULE I

American Woodmark Corporation

Registered Trademarks: (United States)

Owner	Mark	Registration No.	Date Registered	Renewal Date
American Woodmark Corporation	ATHERTON	5430183	3/20/2018	3/20/2028
American Woodmark Corporation	Celebrate Life With Style	5835294	8/13/2019	8/13/2029
American Woodmark Corporation	COLEBROOK	5656802	1/15/2019	1/15/2029
American Woodmark Corporation	EDGEWORTH	5449357	4/17/2018	4/17/2028
American Woodmark Corporation	Kinsdale	5721002	4/9/2019	4/9/2029
American Woodmark Corporation	MACARTHUR	5377084	1/9/2018	1/9/2028
American Woodmark Corporation	OLMSTED	5520778	7/17/2018	7/17/2028
American Woodmark Corporation	Portfolio (Stylized & Design)	5794531	7/2/2019	7/2/2029
American Woodmark Corporation	Portfolio Select (Stylized & Design)	5935368	12/17/2019	12/17/2029
American Woodmark Corporation	Timberlake & Design	1967582	4/16/1996	4/16/2026
American Woodmark Corporation	Value Built (Stylized & Design)	5794530	7/2/2019	7/2/2029
American Woodmark Corporation	WESTFALL	5376674	1/9/2018	1/9/2028

Trademark Applications: (United States)

Owner	Mark	Serial No.	Date Filed
American Woodmark Corporation	INSPIRE	88626615	9/23/2019
American Woodmark Corporation	Origins by Timberlake	87913251	5/9/2018
American Woodmark Corporation	PROFOLIO	88298664	2/12/2019
American Woodmark Corporation	PROFOLIO	88298676	2/12/2019
American Woodmark Corporation	PROFOLIO	88298683	2/12/2019
American Woodmark Corporation	TIMBERLAKE CONNECT	88036890	7/13/2018

Professional Cabinet Solutions

Registered Trademarks: (United States)

Owner	Mark	Registration No.	Date Registered	Renewal Date
Professional Cabinet Solutions	PCS	5868913	9/24/19	9/24/29
Professional Cabinet Solutions	PROFESSIONAL CABINET SOLUTIONS	5885870	10/15/19	10/15/29

Trademark Applications: (Foreign)



Country	Owner	Mark	Registration No.	Date Registered	Renewal Date
Canada	Professional Cabinet Solutions	PCS	TMA1089777	12/15/20	12/15/30

Trademark Applications: (Foreign)




Country	Owner	Mark	Serial No.	Date Filed
Canada	Professional Cabinet Solutions	PROFESSIONAL CABINET SOLUTIONS	1880016	1/29/18

RSI Home Products Management, Inc.

Registered Trademarks: (United States)

Owner	Mark	Registration No.	Date Registered	Renewal Date
RSI Home Products Management, Inc.		5,739,993	4/30/2019	4/30/29
RSI Home Products Management, Inc.	EXPRESS OPTIONS	4,238,782	11/6/12	11/6/22
RSI Home Products Management, Inc.		5,751,500	5/14/19	5/14/29

Registered Trademarks: (Foreign)

Country	Owner	Mark	Registration No.	Date Registered	Renewal Date
Canada	RSI Home Products Management, Inc.	EXPRESS OPTIONS	TMA989976	2/2/18	2/2/33
Canada	RSI Home Products Management, Inc.	RSI	TMA1008574	11/8/18	11/8/33
Canada	RSI Home Products Management, Inc.	VILLA BATH	TMA1060610	10/24/19	10/24/29
China	RSI Home Products Management, Inc.		23186497	3/7/18	3/6/28
China	RSI Home Products Management, Inc.		23186495	3/7/18	3/6/28
China	RSI Home Products Management, Inc.		23186494	6/7/18	6/6/28