06-29-1998

FORM PTO 1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

100749059

RECEIVED JUN 24 1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Comm. ... the attached original documents or copy thereof.

MRD 6-24-98

1. Name of conveying party(ies):
Woodcraft Industries, Inc.
525 Lincoln Avenue S.E.
St. Cloud, Minnesota 56304

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Minnesota
☐ Other
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name ~~and address of receiving~~ party(ies)
Name: U.S. Bank National Association
Internal Address:
Street Address: 601 Second Avenue South
City: Minneapolis State: MN ZIP: 55402
☐ Individual(s)
☒ Association (National banking association)
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: June 16, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,439,160

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marsha Stolt
Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41). . . . . $ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:
04-1420
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marsha Stolt — Name of person Signing
Marsha Stolt — Signature
6-23-98 — Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A TO COLLATERAL
ASSIGNMENT OF TRADEMARKS

TRADEMARKS

Mark	Reg. No./ Ser. No.	Reg. Date/ Filing Date	Goods/Services
"WOODCRAFT INDUSTRIES INC.", "WCI" and Design	1,439,160	May 12, 1987	Furniture and Cabinet Components Made of Wood or Wood, Plastic and Metal, in Class 20 (U.S. CL. 32)

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS

This Amended and Restated Collateral Assignment of Trademarks (the "Assignment"), dated as of June 16, 1998, is made and given by WOODCRAFT INDUSTRIES, INC., a Minnesota corporation (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, formerly known as First Bank National Association, a national banking association as "Agent" under (in such capacity, and together with any successor in such capacity, hereinafter called "Assignee"), and for the benefit of the "Banks" as defined below.

RECITALS

A. WII Acquisition Corp., a Minnesota corporation ("WII"), the banks party thereto from time to time (the "Banks") and the Assignee have heretofore entered into a Credit Agreement dated as of February 29, 1996, as amended by the First Amendment to Credit Agreement dated as of November 15, 1996 and the Second Amendment to Credit Agreement and Limited Waiver dated as of May 30, 1997 (as so amended, the "Existing Credit Agreement").

B. Pursuant to an Assignment and Assumption Agreement dated as of February 29, 1996 between WII, the Assignor and the Assignee (the "Assumption Agreement"), the Assignor assumed all of WII's rights and obligations under the Existing Credit Agreement and certain related documents, including but not limited to a Security Agreement dated as of February 29, 1996 (the "Existing Security Agreement") by and between WII and Assignee.

C. The Assignor has pledged and granted to the Assignee a security interest in the property described in the Existing Security Agreement, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets.

D. To secure the Assignor's obligations under the Existing Credit Agreement, the Assignor has heretofore executed and delivered in favor of the Assignee a Collateral Assignment of Trademarks dated as of February 29, 1996 (the "Existing Collateral Assignment").

E. The Assignor owns and has adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.

F. Concurrently herewith, the Assignor and the Assignee are amending and restating the Existing Credit Agreement in the form of that certain Amended and Restated Credit Agreement dated as of June 16, 1998 by and among the Assignor, PWI Acquisition Inc., a North Dakota corporation ("PWI"), the Banks and the Assignee (as the same may be amended, supplemented, restated or otherwise

modified from time to time, the "Credit Agreement"). All terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement.

G. Concurrently herewith, the Assignor and the Assignee are amending and restating the Existing Security Agreement in the form of that certain Amended and Restated Security Agreement dated as of June 16, 1998 by and among the Assignor and the Assignee (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement").

H. In order to induce the Assignee and the Banks to enter into the Credit Agreement and to extend the credit accommodations to the "Borrowers" (as defined in the Credit Agreement), and in order to secure the payment and performance of (i) all liabilities and obligations of the Borrowers to Assignee or any Bank arising under the Credit Agreement, whether now existing or hereafter arising; (ii) all liabilities and obligations of the Assignor to the Assignee under the Security Agreement, whether now existing or hereafter at any time arising; (iii) all indebtedness, liabilities and obligations of the Assignor to U.S. Bank National Association of every kind, nature or description under that certain Letter of Credit and Reimbursement Agreement dated as of March 1, 1995 between the Assignor and the Assignee, as amended by that certain First Amendment to Reimbursement Agreement dated as of February 29, 1996 between the Assignor and the Assignee and that certain Second Amendment to Reimbursement Agreement dated as of June 16, 1998 between the Assignor and the Assignee, as the same may be supplemented, amended or otherwise modified hereafter, and (iv) all indebtedness, liabilities and obligations of the Borrowers to the Assignee or any Bank of every kind, nature or description under any "Rate Protection Agreement" (as defined in the Credit Agreement) between either Borrower and the Assignee or a Bank (the items described in clauses (i) through (iv) above are collectively referred to herein as the "Liabilities"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, In consideration of the credit accommodations to be extended to the Borrowers and for other good and valuable consideration, the Assignor hereby covenants and agrees with the Assignee that the Existing Collateral Assignment Agreement is hereby amended and restated to read in full as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and

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assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignment shall have no effect.

2. The Assignor hereby covenants and warrants that:

(a) the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Borrower Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents

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to testify as to the same in any material infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except the granting of limited licenses in the ordinary course of the Assignor's business and consistent with the Assignor's past practice.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by the Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction (which the Assignor agrees the Assignee may do at any time, in the Assignee's sole and unlimited discretion but at the Assignor's expense) or to perfect the Assignee's interest in any Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Credit Agreement shall have been terminated in accordance with its terms, all non-contingent Liabilities have been satisfied, and either all contingent Liabilities have expired or a Holding Account Defeasance (as defined in the Credit Agreement) has occurred, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Document, as defined therein.

7. Until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, all non-contingent Liabilities have been satisfied, and either all contingent Liabilities have expired or a Holding Account Defeasance (as defined in the Credit Agreement) has occurred, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any Trademark application pending as of the date of this Assignment or thereafter which a prudent person would prosecute; (ii) to make

application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and the Banks.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document), the expiration of any obligation of the Assignee to extend credit accommodations to the Assignor, and the termination of all Rate Protection Agreements, all "Letters of Credit" (as defined in

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the Credit Agreement"), and the "Kentucky Letter of Credit" (as defined in the Credit Agreement), this Assignment shall terminate and all rights to the Copyrights shall revert to the Assignor.

15. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

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IN WITNESS WHEREOF, the Assignor and the Assignee have executed this instrument.

WOODCRAFT INDUSTRIES, INC.

By _____
Name: Denis L. Gregory
Title: CFO

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By _____
Matthew A. Ross
Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS