

05-28-2003

Form PTO-1595
(Rev. 10/02)5-23-03^{RE}U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

RSI Home Products, Inc.
RSI Holding CorporationAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: 2/13/2003

2. Name and address of receiving party(ies)

Name: Comerica Bank-California

Internal Address: 2nd Floor

Street Address: 611 Anton Blvd.

City: Costa Mesa State: CA Zip: 92626

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/327021

B. Patent No.(s) 5,277,487;

D343746; 5,794,785

Additional numbers attached? ☒ Yes ☐ No

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

Name: Angela Alvarez Sujek

Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

ADDITIONAL FEES ONLY: 02-2880

05/27/2003 DRYRUNE

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360.00 DP

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9. Signature.

Angela Alvarez Sujek

Name of Person Signing

Angela Alvarez Sujek

Signature

5/20/03

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 014090 FRAME: 0889

Continuation Page to Recordation Form Cover Sheet

RSI Home Products, Inc. (Conveying Party)

Comerica Bank-California (Receiving Party)

ADDITIONAL PATENTS

Patent Registration Nos.
5,735,001
5,579,991
5,322,212
D352235
D348000

PATENTS ONLY

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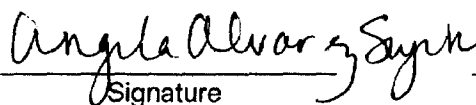
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5,322,212
D352235
D348000

ATTACHMENT 1

**SCHEDULE
TO SECURITY AGREEMENT
PATENTS**

Item A. Issued Patents

Reg. No.	Description
5,794,785	Container for a vanity top or the like
5,735,001	Structural body for water-handling fixture assembly, vanity top assembly and related methods
5,579,991	Display container for vanity tops or the like
5,322,212	Display container for vanity tops and the like
5,277,487	Toe kick drawer and method of manufacturing a cabinet with a toe kick drawer
D 352235	Display carton
D 348000	Display carton
D 343746	Toe kick drawer design

Patent Applications

Serial No.	Description	Filing Date
10/327021	composite material and mold process for injected molded vanity or countertop	December 20, 2002

Item B. Patent Licenses

None.

AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of February 13, 2003, among the undersigned (individually each a "Debtor" and collectively the "Debtors"), and Comerica Bank-California in its capacity as agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement"), among RSI Home Products, Inc. ("Company"), each of the financial institutions party thereto (collectively, the "Banks"), and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, the Debtors agree, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the

Secured Party for the benefit of the Banks a security interest in, all of the following property of such Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent, patentable inventions and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, improvements and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue and all claims against third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

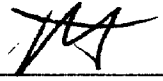
construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTOR:

RSI HOME PRODUCTS, INC., a Delaware corporation

By: 

Its: Secretary

RSI HOLDING CORPORATION, a Delaware corporation

By: 

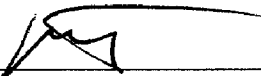
Its: Secretary & VP-Administration

RSI-LAMCO, INC., a California corporation

By: 

Its: Secretary

PHOCUS MANUFACTURING INC., a California corporation

By: 

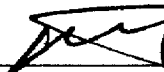
Its: Secretary

**RSI HOME PRODUCTS SALES, INC., a
Delaware corporation**

By: 


Its: Secretary

**RSI HOME PRODUCTS MANAGEMENT,
INC., a Delaware corporation**

By: 

Its: Secretary

**D.Q.C. MANUFACTURING, INC., an Arizona
corporation**

By: 

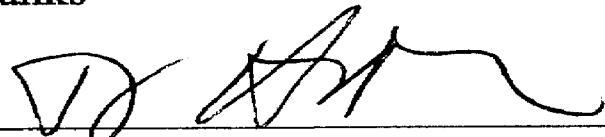
Its: Secretary

**CODY B. INDUSTRIES, INC., a Georgia
corporation**

By: 

Its: Secretary

**COMERICA BANK-CALIFORNIA, as Agent
for the Banks**

By: 

Its: AUP