

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): Heller Financial Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Norcraft Companies L.L.C.</u> Internal Address: <u>Suite 100</u> Street Address: <u>3020 Denmark Avenue</u> City: <u>Eagan</u> <u>MN</u> Zip: <u>55121</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u> Execution Date: <u>10/21/03</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): _____ B. Patent No.(s): <u>5,375,923</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin A. Dugan, IP Paralegal</u> <u>Ropes & Gray LLP</u> Internal Address: <u>Atty. Dkt.: SKCE-077</u> Street Address: <u>One International Place</u> City: <u>Boston</u> <u>MA</u> Zip: <u>02110</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Alexander Manganiello</u> <u>A Manganiello</u> <u>11/13/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>4</u>					

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 PATENT
 REEL: 014119 FRAME: 0824

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RELEASE OF PATENTS

THIS RELEASE OF PATENTS is dated as of October 21, 2003 by Heller Financial Inc., in its capacity as Agent for Lenders under the Credit Agreement (as hereinafter defined) ("Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Agent and Norcraft Companies, L.L.C. (predecessor in interest to Norcraft Companies, L.P.) (the "Company"), entered into that certain Credit Agreement dated as of June 16, 1998 (the "Credit Agreement");

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, Company executed and delivered, among other things, that certain Security Agreement and other security documents (collectively, the "Security Documents") to secure the complete and timely payment and satisfaction of the Obligations under the Credit Agreement;

WHEREAS, the Security Documents granted Agent a security interest in, among other things, certain of the Borrower's assets, including, without limitation, the Patents listed on Schedule I (the "Patents") attached hereto;

WHEREAS, Agent recorded, among other things, the Security Interest on April 1, 2002, at Reel 012762, Frame 0490 in the United States Patent and Trademark Office; and

WHEREAS, Company has satisfied all of the Obligations, except for those Obligations which by their terms survive the termination of the Credit Agreement and Security Documents, and has requested that Agent release all of its security interests in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Effective upon the date hereof, Agent, on behalf of the Lenders, hereby, without representation, warranty or recourse, fully releases and terminates its security interests in and liens on:

(a) all of Company's now existing or hereafter acquired right, title and interest in and to: all Patents which are now filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) the goodwill of Company's business connected with the use of the Patents;
and

(c) any and all products and proceeds of any of the foregoing, including, without limitation, (i) any claims by Company against third parties for past, present or future infringement of the Patents or of any license with respect thereto; or (ii) injury to the goodwill associated with the Patents or any license with respect thereto.

Agent further agrees, at the sole cost and expense of Company, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Patents to be duly executed as of the day and year first above written.

Heller Financial Inc., as Agent

By: 

Name: THOMAS S. ROKE

Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
RELEASE OF PATENTS

<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date:</u>	<u>Description:</u>
Norcraft Companies, LLC	5,375,923	12/27/94	Drawer front attachment system.