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FORM PTO-1565 APR 0 8 2005 E R	ECORDATI 04	1-18-2005	U.S. DEPARTMENT OF COMMERCE
F. C. PRANEWINE	T \(\text{T} \)		Patent and Trademark Office
		02983267	
1. Name of conveying party(ies): Name of c		2. Name and address of rece	eiving party(ies):
Stile U.S. Acquisition Corp., Premdor Finace LL Masonite Door Corporation, WMW, Inc., Woodland Entry Door Corporation, EGER Properties, Door In Pitnu Acquisition Company, Inc., Cutting Edge Tool Louisiana Millwork L.L.C., FBL Corporation, & Ma	ds Millwork I, LTD., Masonite astallation Specialist Corporation, dling, Inc., Florida Made Door Co.,	The Bank of Nova Scotia, Internal Address:	
Additional names(s) of conveying party(ies) att	tached? □ Yes * No		
3. Nature of conveyance:		Street Address: One Liber	rty Plaza
☐ Assignment ☐ Mer	rger		
* Security Agreement Cha	ange of Name	City: New York State:	: <u>NY</u> ZIP: <u>10006</u>
Other		Additional name(s) & address(es)	attached? □ Yes * No
Execution Date: April 6, 2005			
4. Application number(s) or patent number(s):			
If this document is being filed together with a new applica	ation, the execution date of the application	n is:	
Application Numbers:	Registration Numbers:		
SEE ATTACHED LIST	SEE ATTACHED LIST	Γ	
	Additional numbers attached		
5. Name and address of party to whom correspondence conc		6. Total number of applications and	
Name and address of party to whom correspondence conc Name:	cerning document should be mailed:	6. Total number of applications and	patents involved:
	cerning document should be mailed:	6. Total number of applications and	
Name: Robert E. Rude II	cerning document should be mailed:	6. Total number of applications and	
Name: Robert E. Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP	cerning document should be mailed:	6. Total number of applications and	
Name: Robert E. Rude II	cerning document should be mailed:	6. Total number of applications and p 194 7. Total fee (37 CFR 3.41) _\$7,760.0	00
Name: Robert E. Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP	cerning document should be mailed:	6. Total number of applications and part of applications are part of applications and part of applications are part of applications and part of applications are part of applications and part of applications are part of applications are part of applications are part of applications and part of applications are part of ap	posit account
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Name: Robert E, Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP Street Address: 1909 K Street, NW	ZIP: 20006	6. Total number of applications and 194	posit account paying by deposit account)
Name: Robert E. Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP Street Address: 1909 K Street, NW City: Washington State: D.C.	ZIP: 20006	6. Total number of applications and 194	posit account paying by deposit account)
Name: Robert E. Rude II Internal Address: Mayer, Brown, Rowe & Maw LLP Street Address: 1909 K Street, NW City: Washington State: D.C.	ZIP: 20006	6. Total number of applications and 194	posit account paying by deposit account)

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(see schedule for additional information)

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5,344,484	5,756,599	6,500,372
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5,470,631	D411,022	6,584,743
5,718,786	6,187,234	6,764,625
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D371,852	6,579,483	5,293,726
D366,939	6,524,504	6,866,740
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D382,350	6,030,562	6,174,574
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5,693,346	6,364,982	6,461,676
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	6,368,528	
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US99/14516	04/027079	
US99/14518	US99/16681	
US98/25778	US99/02183	
	(59)	

SECTION 3. <u>US Security Agreement</u>. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement; <u>provided</u> that the security interests granted herein shall automatically terminate upon the termination, release or other discharge of the security interests in the Patent Collateral granted pursuant to the US Security Agreement as contemplated by the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the US Security 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 US Security Agreement, the terms of the US Security Agreement, shall govern.

051200-0433-10790-NY03.2427776.5

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

STILE U.S. ACQUISITION CORP.,

Names

Title:

[Patent Security Agreement - Signature Page]

EACH OF THE ENTITIES LISTED ON SCHEDULE I HERETO,

PREMDOR-FINANCE LLC

эу. <u>ј. и</u>

Title:

[Patent Security Agreement - Signature Page]

MASONITE HOLDINGS, INC.

By:

Name Title:

MASONITE DOOR CORPORATION

By:

Náme: Title:

WMW, INC.

By:

Name: Title:

WOODLANDS MILLWORK I, LTD.

By: WMW, INQ.

Its: General Partner

Name:

Name Title:

[Patent Security Agreement - Signature Page]

MASONITE ENTRY DOOR CORPORATION

By:

Name: Title:

EGER PROPERTIES

Ву: ₌₇

Name Title:

DOOR INSTALLATION SPECIALIST CORPORATION

By:

Name: Title:

PINTU ACQUISITION COMPANY, INC.

By:

Name: Title:

MASONITE CORPORATION

By:

Name: Title:

FBL CORPORATION

By:

Name

Title:

[Patent Security Agreement - Signature Page]

LOUISIANA MILLWORK L.L.C.

By: ()

Title:

[Patent Security Agreement - Signature Page]

FLORIDA MADE DOOR CO.

By:

Name:

Title:

[Patent Security Agreement - Signature Page]

CUTTING EDGE TOOLING, INC.

By:

Pattie.

P.56

THE BANK OF NOVA SCOTIA, as Collateral Agent,

Ву

Name:

Title:

Ву

Name: Title: JOHN HOPMANS
MANAGING DIRECTOR

[Patent Security Agreement - Signature Page]

Schedule I

Subsidiary Grantors

Premdor Finance LLC
Masonite Holdings, Inc.
Masonite Door Corporation
FBL Corporation
WMW, Inc.
Woodlands Millwork I, Ltd.
Masonite Entry Door Corporation
Florida Made Door Co.
Door Installation Specialist Corporation
Cutting Edge Tooling, Inc.
Pintu Acquisition Company, Inc.
Masonite Corporation

[Patent Security Agreement - Signature Page]

Patents

PATENT No.	Issued	Country	Owner
1,331,683	8/30/1994	Canada	Masonite Corporation
2,096,392	12/28/1999	Canada	Masonite Corporation
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78,290	4/25/1996	Canada	Masonite International Corp.
102,681	12/14/2004	Canada	Masonite International Corp.
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5,677,369	10/14/1997		Masonite Corporation
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6,312,540	11/6/2001	United States of America	Masonite Corporation
6,253,507	7/3/2001	United States of America	Masonite Entry Door Corp.
5,950,382	9/14/1999	United States of America	[™] Masonite Entry Door Corp.
6,309,503	10/30/2001	United States of America	Masonite Entry Door Corp.
6,335,082	1/1/2002	United States of America	Masonite Entry Door Corp.
6,709,612	3/23/2004	United States of America	Masonite Entry Door Corp.
6,643,694	11/4/2003	United States of America	Masonite Holdings, Inc.
6,773,639	8/10/2004	United States of America	Premdor International, Inc.
D466,615	12/3/2002	United States of America	Masonite Entry Door Corp.
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6,643,991	11/11/2003	United States of America	Premdor International, Inc.
6,622,449	9/23/2003	United States of America	Masonite Entry Door Corp.
6,434,898	8/20/2002	United States of America	Masonite International Corp.
4,791,758	12/20/1988	United States of America	Premdor international, Inc.
5,056,263	10/15/1991	United States of America	Premdor International, Inc.
5,239,799	8/31/1993	United States of America	Premdor International, Inc.
5,369,869	12/6/1994	United States of America	Premdor International, Inc.
5,541,585	7/30/1996	United States of America	Premdor International, Inc.
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D423,462	5/25/2000	United States of America	Premdor International, Inc.
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殇 57

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28 2 B

PATENT SECURITY AGREEMENT, dated as of April 6, 2005 among STILE U.S. ACQUISITION CORP. (the "Borrower"), the entities listed on Schedule I hereto (the "Subsidiary Grantors"; the Borrower and the Subsidiary Guarantors, collectively, the "Grantors") and THE BANK OF NOVA SCOTIA, as Collateral Agent (the "Collateral Agent").

Reference is made to the US Security Agreement dated as of April 6, 2005 (as amended, supplemented or otherwise modified from time to time, the "US Security Agreement"), among the Borrower, the other Grantors named therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of April 6, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantors 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 to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Security Agreement. The rules of construction specified in the US Security Agreement also apply to this Agreement (with all references in any such subsections to "this Security Agreement" being deemed to be references to this Agreement).

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, and during the continuance of an Event of Default assigns, transfers and conveys to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including, without limitation, those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and including any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof.

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