

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CRAFTMASTER MANUFACTURING, INC.	12/18/2009

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK
Street Address:	2030 Main Street
Internal Address:	Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D576740
Patent Number:	D583068
Patent Number:	D585143
Patent Number:	D576289
Patent Number:	D588708
Patent Number:	D587813
Patent Number:	D587815
Patent Number:	D584830
Patent Number:	D587814
Patent Number:	D585144
Patent Number:	D587816
Patent Number:	D541947
Application Number:	29306505
Application Number:	29314128

OP \$560.00 D576740

CORRESPONDENCE DATA

Fax Number: (212)521-5450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2125215400

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Correspondent Name: Gregory S. Shatan

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NAME OF SUBMITTER:

/Gregory S. Shatan/

Total Attachments: 5

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, CRAFTMASTER MANUFACTURING, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor has entered into a Second Amended and Restated Credit Agreement dated as of December 18, 2009 (said Second Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 9, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

THIS GRANT OF PATENT SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (INCLUDING, WITHOUT LIMITATION, SECTION 1646.5 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this instrument *mutatis mutandis*.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 18th day of December, 2009.

CRAFTMASTER MANUFACTURING, INC.

By: 
Name: Paul D. Manchester
Title: Treasurer and Chief Financial Officer

[Signature Page to Grant of Patent Security Interest]

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

Patents Issued:

<u>Patent Number</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor(s)</u>
D576740	09/02/2008	FLAT PANEL DOOR FACING	Michael F. Steiber
D583068	12/16/2008	FLAT PANEL DOOR FACING	Michael F. Steiber
D585143	01/20/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D576289	09/02/2008	FLAT PANEL DOOR FACING	Michael F. Steiber
D588708	03/17/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D587813	03/03/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D587815	03/03/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D584830	01/13/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D587814	03/03/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D585144	01/20/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D587816	03/03/2009	FLAT PANEL DOOR FACING	Michael F. Steiber
D541947	05/01/2007	FLAT PANEL DOOR FACING	Michael F. Steiber

Grant of Parent Security Interest
to Security Agreement

PATENT
REEL: 023720 FRAME: 0916

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

<u>Patents Pending:</u>				
<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor(s)</u>
CraftMaster Manufacturing, Inc.	04/10/2008	29/306,505	FLAT PANEL DOOR FACING	Michael F. Steiber, Dale E. Schafernack, and Peggie A. Bolan
CraftMaster Manufacturing, Inc.	03/05/2009	29/314,128	FLAT PANEL DOOR PROFILE	Michael F. Steiber, Dale E. Schafernack, and Peggie A. Bolan

Grant of Parent Security Interest
to Security Agreement