

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Comerica Bank	12/08/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RSI Home Products, Inc. f/k/a RSI Holding Corporation (and certain of its subsidiaries)
<b>Street Address:</b>	400 E. Orangethorpe Ave.
<b>Internal Address:</b>	Attn: Jonathan Robertson, Sr. VP and General Counsel
<b>City:</b>	Anaheim
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92801
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10327021
Patent Number:	5277487
Patent Number:	5322212
Patent Number:	5579991
Patent Number:	5628949
Patent Number:	5735001
Patent Number:	5794785
Patent Number:	5885503
Patent Number:	D343746
Patent Number:	D348000
Patent Number:	D352235
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$440.00 10327021

**501374538**

**PATENT**  
**REEL: 025482 FRAME: 0348**

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Correspondent Name: Gina M. Durham, Esq.  
Address Line 1: 400 S. Hope Street  
Address Line 2: O'Melveny & Myers LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

689,932-030

NAME OF SUBMITTER:

Gina M. Durham

Total Attachments: 6

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## RELEASE OF PATENT SECURITY INTEREST

This Release of Patent Security Interest (this "Release") is dated as of December 8, 2010, and entered into by **COMERICA BANK**, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, whose address is 611 Anton Blvd., 2nd Floor, Costa Mesa, California 92626, as Agent for and on behalf of the Banks (as defined below) ("Secured Party"), in favor of **RSI HOME PRODUCTS, INC.**, (f/k/a RSI Holding Corporation), a Delaware corporation ("Company"), and certain of its subsidiaries (collectively, including Company, the "Debtors" and individually, each a "Debtor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (defined below).

WHEREAS, Company as Borrower, certain financial institutions (the "Banks"), and Secured Party entered into the Credit Agreement dated as of August 1, 2007 (as amended, modified or otherwise supplemented from time to time, the "Credit Agreement"); providing terms and conditions governing certain loans and other credit accommodations extended by the Banks to Borrower. The Credit Agreement replaced the Credit Agreement dated as of June 28, 2006, made between Company and Comerica Bank, as sole lender and letter of credit issuer (as previously amended, modified or otherwise supplemented from time to time, the "2006 Credit Agreement"). The 2006 Credit Agreement itself was made to replace the RSI Home Products, Inc. Amended and Restated Revolving Credit Agreement dated as of February 13, 2003 (as previously amended, modified or otherwise supplemented from time to time, the "2003 Credit Agreement") made by Company's wholly-owned subsidiary, RSI Home Products Manufacturing, Inc. (f/k/a RSI Home Products, Inc.), a Delaware corporation ("Original Borrower") and Comerica Bank, as agent, lender, swing line lender, and letter of credit issuer. The 2003 Credit Agreement amended and replaced in its entirety the RSI Home Products, Inc. Revolving Credit and Term Loan Agreement dated as of August 2, 2000 (as previously amended, modified or otherwise supplemented from time to time, the "2000 Credit Agreement") made by the Original Borrower and Comerica Bank, as agent for certain financial institutions.

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered to Secured Party the Security Agreement dated as of August 1, 2007 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"). The Security Agreement replaced an Amended and Restated Security Agreement dated as of June 28, 2006, that was previously executed and delivered to Comerica Bank (as amended, modified or otherwise supplemented from time to time, the "2006 Security Agreement"). The 2006 Security Agreement itself amended and restated in its entirety an Amended and Restated Security Agreement dated as of February 13, 2003, that was previously executed and delivered to Comerica Bank (as previously amended, modified or otherwise supplemented from time to time, the "2003 Security Agreement"). The 2003 Security Agreement amended and restated in its entirety a Security Agreement dated as of August 2, 2000, that was previously executed and delivered to Comerica Bank (as previously amended, modified or otherwise supplemented from time to time, the "2000 Security Agreement"), and together with the Security Agreement, the 2006 Security Agreement and the 2003 Security Agreement, the "Security Agreements").

WHEREAS, the Debtors previously executed and delivered to Secured Party (i) the Agreement (Patent) dated as of August 2, 2000 (as previously amended, modified or otherwise supplemented, the "2000 Grant"), (ii) the Agreement (Patent) dated as of February 13, 2003, as amended by the Omnibus Amendment to Security and Pledge Agreements dated June 28, 2006 and as amended by the Omnibus Amendment to Security and Pledge Agreements dated as of August 1, 2007 (as previously amended, modified or otherwise supplemented, the "2003 Grant"), and (iii) the Agreement (Patent) dated June 26, 2006 (as previously amended, modified or otherwise supplemented, the "2006 Grant"), and together with the 2000 Grant, the 2003 Grant and the 2006 Grant, the "Grants").

WHEREAS, the Grants were executed in conjunction with the security interest in the Patent Collateral (defined below) granted to Secured Party by Debtors pursuant to the applicable Security Agreements.

WHEREAS, the Grants were recorded with the United States Patent and Trademark Office on August 2, 2000, at Reel/Frame RF 2294/0697, and on June 28, 2006, at Reel/Frame RF 3353/0253.

WHEREAS, in connection with the satisfaction of the obligations under the Credit Agreement, Secured Party has agreed to terminate and release its security interest in and lien on the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases, and discharges fully its security interest in the Patent Collateral as granted by the Grants and the Security Agreements, and Secured Party reconveys, transfers, and assigns to the Debtors any rights it may have in the Patent Collateral pursuant to or in connection with the Grants and the Security Agreements.

For purposes of this Release, "Patent Collateral" means any and all of Debtors' right, title, and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located:

(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 Schedule A attached hereto;

(b) all patent licenses, including each patent license referred to in Schedule A attached 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 Schedule A attached 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.

Secured Party further agrees to execute and deliver to the Debtors any and all further documents, instruments and releases, and do any and all further acts which the Debtors (or their respective agents or designees) reasonably request in order to confirm this Release (in each case at Debtors' cost and expense).

**THIS RELEASE INCORPORATES BY REFERENCE, AND DEBTORS AND SECURED PARTY HEREBY AGREE TO BE SUBJECT TO, THE PROVISIONS SET FORTH IN SECTIONS 7.2, 7.6 AND 7.7 OF THE SECURITY AGREEMENT.**

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Secured Party has caused this Release of Patent Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

COMERICA BANK, as Secured Party

By: 

Name: R. Steven Smyth

Title: Assistant Vice President

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

Title	Inventors	Current Assignee	Publication No/ Issued Patent No.	Filing Date/ Issue Date	Liens
COMPOSITE MATERIAL AND MOLD PROCESS FOR INJECTED MOLDED VANITY OR COUNTERTOP	Shugert, et al.	RSI Home Products Management, Inc.	20040121161	N/A	Comerica Bank-Calif. R/F 014090/0889 02/13/2003 RF 017971/0570 6/28/2006
TOE KICK DRAWER AND METHOD OF MANUFACTURING A CABINET WITH A TOE KICK DRAWER	Ron Simon	RSI Home Products Management, Inc.	5,277,487	11/09/92 1/11/94	Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank Calif-As Agent RF 04108/0017 2/13/2003 Comerica Bank RF 017971/0577 6/28/2006
DISPLAY CONTAINER FOR VANITY TOPS AND THE LIKE	Strasevicz, et al.	RSI Home Products Management Inc.	5,322,212	12/22/92 6/21/94	Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank Calif-As Agent RF 04108/0017 2/13/2003 Comerica Bank RF 017971/0577 06/28/2006
DISPLAY CONTAINER FOR VANITY TOPS OR THE LIKE	Shoultz	RSI Home Products Management, Inc.	5,579,991	12/03/96	Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank Calif-As Agent RF 04108/0017 2/13/2003 Comerica Bank RF 017971/0577 06/28/2006
MOLD PROCESS FOR	Bordener	RSI Home	5,628,949	04/04/95	Comerica Bank

Title	Inventors	Current Assignee	Publication No/ Issued Patent No.	Filing Date/ Issue Date	Liens
PRODUCING A FINISHED SOLID SURFACE COUNTERTOP		Products Management, Inc.		5/13/97	RF 017971/0570 6/28/2006
STRUCTURAL BODY FOR WATER-HANDLING FIXTURE ASSEMBLY, VANITY TOP ASSEMBLY AND RELATED METHODS	Bitsche	RSI Home Products, Inc.	5,735,001	05/01/96 04/07/98	Comerica Bank-As Agent RF 011812/0528 8/02/2000 Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank Calif-As Agent RF 04108/0017 2/13/2003
CONTAINER FOR A VANITY TOP OR THE LIKE	Simon	RSI Home Products, Inc., a Calif. corp.	5,794,785	08/18/98	Comerica Bank-As Agent RF 011812/0528 8/02/2000 Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank Calif-As Agent RF 04108/0017 2/13/2003
MOLD PROCESS FOR PRODUCING A FINISHED SOLID SURFACE COUNTERTOP	Bordener	RSI Home Products Management, Inc.	5,885,503	05/23/99	Comerica Bank RF 017971/0570 6/18/2006
TOE KICK DRAWER	Simon	RSI Home Products Management, Inc.	D343746	2/01/94	Comerica Bank-Calif. RF 014090/0889 2/13/03 Comerica-Bank, Calif.-As Agent RF 014108/0017 2/13/2003
DISPLAY CARTON	Strasevicz, et al.	General Marble	D348000	6/21/94	Comerica Bank, As Agent

Title	Inventors	Current Assignee	Publication No/ Issued Patent No.	Filing Date/ Issue Date	Liens
		Corporation; RSI Home Products Management, Inc.			RF 011812/0528 8/2/2000 Comerica Bank, Calif. RF 014090/0889 2/13/2003 Comerica Bank-Calif., As Agent RF 014108/0017 2/13/2003
DISPLAY CARTON	Strasevicz, et al.	RSI Home Products Management, Inc.	D352235	11/08/94	Comerica Bank-Calif. RF 014090/0889 2/13/2003 Comerica Bank-Calif., As Agent RF 01408/0017 02/13/2003