

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
Wood-Mode, Incorporated	07/07/2011
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6913156
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Co.-J. Paterson
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	840059
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 12 source=7-13-11 Wood-Mode-TM#page1.tif source=7-13-11 Wood-Mode-TM#page2.tif source=7-13-11 Wood-Mode-TM#page3.tif source=7-13-11 Wood-Mode-TM#page4.tif	

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WOOD-MODE, INCORPORATED  
ONE SECOND STREET  
KREAMER, PA 17833

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership

☒ Corporation- State: PA

☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) 07/07/2011

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal

Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: Zip: 15219

☐ Association ☐ Citizenship

☐ General Partnership ☐ Citizenship

☐ Limited Partnership ☐ Citizenship

☒ Corporation ☐ Citizenship PA

☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-3600

Fax Number: 212-299-5656

Email Address: CSDE@a40059

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(5) & 3.41) \$

☐ Authorized to be charged to deposit account

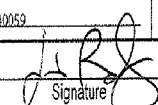
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:



Luis Rodriguez

Name of Person Signing

07/12/2011

Date

Total number of pages including cover sheet, attachments, and document:

12

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Trademarks and Patents)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 7<sup>th</sup> day of July, 2011 by Wood-Mode, Incorporated, a Pennsylvania corporation (the "Grantor"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor and Midtown Kitchen Cabinets, LLC, as borrowers (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrowers' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the

"Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Upon an Event of Default under the Loan Agreement, Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations, Warranties and Agreements. Grantor hereby represents and warrants that the Trademarks listed on Schedule I and the Patents listed on Schedule II hereto constitute all Trademarks and Patents owned or registered to Grantor as of the date of this Agreement.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY BORROWER WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN

THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWERS IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. EACH PARTY HERETO WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST SUCH BORROWER IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY BORROWERS AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WOOD-MODE, INCORPORATED

By:   
Name: R. C. GRANLUND  
Title: Chairman / CEO

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: John J. Shields, Jr.  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS AND PATENTS)]

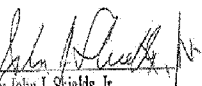
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WOOD-MODE, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: John J. Shields, Jr.  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS AND PATENTS)]

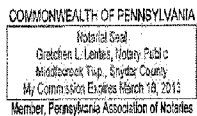


COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Snyder :

On this 30 of June, 2011, before me personally appeared R.L. Grankind to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Wood-Mode, Incorporated, that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.



Gretchen L. Lentz  
Notary Public  
My Commission Expires: 03/18/13



[NOTARY ACKNOWLEDGMENT -- INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS AND PATENTS)]

SCHEDULE I  
TRADEMARK REGISTRATIONS

U.S. Trademarks and Service Marks Owned by Wood-Mode Incorporated

Trademark	Registration No.	Issue Date	Status/Key Dates
BROOKHAVEN	1,524,321	February 14, 1989	Renewed February 14, 2009
CLASSIC MODULARS	966,048	August 14, 1973	Renewed August 14, 2003
ROOMSCAPING	968,913	September 18, 1973	Renewed September 18, 2003
WOOD-METAL and Design 	635,925	October 16, 1956	Renewed October 16, 2006
WOOD-MODE	646,585	June 4, 1957	Renewed June 4, 2007
WOOD-MODE FINE CUSTOM CABINETRY and Design 	1,639,117	March 26, 1991	Renewed March 26, 2011

SCHEDULE II

PATENT REGISTRATIONS

U.S. Patent of Wood-Mode Incorporated

Title	Patent No.	Issue Date	Status
ORGANIZING SYSTEM FOR DRAWERS AND CABINETS	6,913,156	7-5-2005	In good standing 4 <sup>th</sup> Year maintenance fee paid 11/4/2008.

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [ ] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule II attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, [ ] ("Grantee"), having a place of business at [ ] is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated June \_\_, 2011 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the \_\_ day of \_\_\_\_\_.

[ ]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: