

2/23/04 RI

02-23-2004

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To the Honorable Commissioner of

102764388

Attached original documents or copy thereof.

1. Name of conveying party(ies):
WOODCRAFT INDUSTRIES, INC.

- Individual(s)
- General Partnership
- Corporation MN
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address : 311 South Wacker Dr., Suite 1600

City: Chicago State: IL 60606

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State DE

Other _____

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

February 18, 2004

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1,439,160

Additional numbers attached? NO

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

Name: Rebecca L. Ramstrom

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat Ill ZIP 60661

6. Total number of applications and registrations 1

7. Total fee (37 CFR \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Ramstrom

Name of Person

Rebecca L. Ramstrom
Signature

02-19-04

Total number of pages including cover sheet, attachments, and 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

WHEREAS, Woodcraft Industries, Inc., a Minnesota corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, WII Components, Inc., a Delaware corporation (“Borrower”), has entered into a Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”) and as a Lender, and such Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrower by Lenders;

WHEREAS, Borrower is the parent and sole shareholder of Grantor and, as such, Grantor will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the Loans and other advances made to the Borrower thereunder, and it will be to the Grantor’s direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”), among each of Grantor, Primewood, Inc., a North Dakota corporation (“Primewood”), and Brentwood Acquisition Corp., a Minnesota corporation (“Brentwood” and collectively with Grantor and Primewood, “Debtors”), and Agent (in such capacity, “Grantee”), Debtors have granted to Grantee, for the benefit of Agent and Lenders, a security interest in substantially all the assets of Debtors including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

[remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 10th day of February, 2004.

WOODCRAFT INDUSTRIES, INC., a
Minnesota corporation

By: Dale B. Herbst
Name: Dale B. Herbst
Title: CFO

Acknowledged of Grantee:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

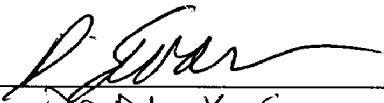
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 16th day of February, 2004.

WOODCRAFT INDUSTRIES, INC., a
Minnesota corporation

By: _____
Name: _____
Title: _____

Acknowledged of Grantee:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:  _____
Name: David K. Swanson
Title: Director

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
WOODCRAFT INDUSTRIES	1,439,160	May 12, 1987

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.