

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Norcraft Companies, L.P.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other: Borrower

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

3. Nature of Conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: October 21, 2003

2. Name and address of receiving party(ies):

Name: UBS AG, Stamford Branch

Internal Address: 677 Washington Street
Street Address:

City: Stamford
State: CT Zip: 03901

- Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: Bank

If assignee is not domiciled in the United States, or domestic representative designation is attached: (Designations must be a separate document from assignment) Yes No
Additional name(s) & address(es) attached? Yes No

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

76/523,476 78/276,158
78/276,161
78/276,152

Additional numbers attached? Yes No

B. Trademark Registration No.(s):

1,761,395 2,499,186 1,340,766
1,558,053 1,046,850 1,522,651
1,426,600 1,563,411 1,399,452

Additional numbers attached? Yes No

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

Name: Erin A. Dugan
Ropes & Gray LLP

Internal Address: Atty. Dkt.: SKCE-077-006

Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) \$ 690.00

- Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 18-1945
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 copy of the original document.

William G. Gosz
Name of Person Signing

William G. Gosz
Signature

4/14/05
Date

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

CH \$690.00 181945 76523476

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2003, by Norcraft Companies, L.P. (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors", together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill relating to such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall forthwith execute, acknowledge, and deliver to the relevant Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and

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security interest in the Trademarks under this Trademark Security Agreement and the Security Agreement.

[signature page follows]

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

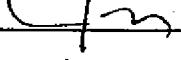
NORCRAFT COMPANIES, L.P.

By: NORCRAFT GP, L.L.C., its general partner

By: 
Name: LEIGH GUTTER
Title: AUTHORIZED PERSON

Accepted and Agreed:
UBS AG, STAMFORD BRANCH as Collateral Agent





By: 
Name: Wilfred V. Saint
Title: Associate Director
Banking Products
Services, US








By: 
Name: Joselin Fernandes
Title: Associate Director
Banking Products
Services, US

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REG NO./ REGISTERED</u>	<u>CLASS/GOODS AND SERVICES</u>
Norcraft Companies, L.P.	BROOKWOOD	U.S.	74/249,125 2/24/92	1,761,395 3/30/93	20, Cabinetry and parts therefor
Norcraft Companies, L.P.	CROSSINGS 	U.S.	73/780,617 2/13/89	1,558,053 9/26/89	20, Cabinetry
Norcraft Companies, L.P.	Design only 	U.S.	73/592,719 4/11/86	1,426,600 1/27/87	20, Cabinets
Norcraft Companies, L.P.	DESIGN OPTIONS	U.S.	75/503,878 6/17/98	2,499,186 10/16/01	40, Custom manufacture of cabinets to the order and specification of others
Norcraft Companies, L.P.	ENCORE	U.S.	73/052,278 5/14/75	1,046,850 8/24/76	20, Kitchen cabinets, vanities and installation kits
	EXCELLENCE IN CABINETRY CROSSINGS 	U.S.	73/778,665 2/3/89	1,563,411 10/31/89	20, Cabinetry
Norcraft Companies, L.P.	FIELDSTONE	U.S.	73/510,012 11/21/84	1,340,766 6/11/85	20, Cabinets
Norcraft Companies, L.P.	HEARTLAND	U.S.	73/722,893 4/18/88	1,522,651 1/31/89	20, Kitchen, bath and furniture cabinets
Norcraft Companies, L.P.	HEARTLAND 	U.S.	73/570,558 11/26/85	1,399,452 7/1/86	20, Cabinets
Norcraft Companies, L.P.	HUNTERSPOINTE	U.S.	74/155,208 4/8/91	1,777,209 6/15/93	20, Cabinets
Norcraft Companies, L.P.	KITCHEN & BATH IDEAS	U.S.	76/032,231 4/24/00	2,563,021 4/23/02	42, Design for others in the field of cabinets

OWNER	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	REG NO./ REGISTERED	CLASS/GOODS AND SERVICES
Norcraft Companies, L.P.	KITCHEN & BATH IDEAS SMI 	U.S.	74/638,071 2/22/95	2,072,305 6/17/97	42, Design for others in the field of cabinets
Norcraft Companies, L.P.	KITCHEN & BATH SMI IDEAS IN MOTION 	U.S.	74/638,072 2/22/95	2,144,891 3/17/98	42, Design for others in the field of cabinets
Norcraft Companies, L.P.	KITCHEN&BATH IDEAS 	U.S.	76/523,476 6/18/03	N/A	35, Retail store services in the field of kitchen and bath cabinetry, appliances, fixtures and countertops 42, Design consulting services
Norcraft Companies, L.P.	MID CONTINENT CABINETRY 	U.S.	75/496,534 6/5/98	2,263,020 7/20/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	N NORCRAFT COMPANIES LLC 	U.S.	75/496,532 6/5/98	2,267,039 8/3/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	NORCRAFT CABINETRY 	U.S.	75/496,745 6/5/98	2,263,022 7/20/99	20, Kitchen, bath and office cabinets
Norcraft Companies, L.P.	NORCRAFT CABINETRY	U.S.	74/206,522 9/24/91	1,705,039 8/4/92	20, Kitchen and bath cabinets
Norcraft Companies, L.P.	NORTHPLAINS	U.S.	74/427,015 7/15/93	1,842,977 7/5/94	20, Cabinetry
Norcraft Companies, L.P.	PDC PERSONAL DESIGN CHOICES 	U.S.	75/721,185 6/3/99	2,505,147 11/6/01	20, Kitchen and bath cabinetry
Norcraft Companies, L.P.	QUALITY MADE AFFORDABLE	U.S.	75/504,043 6/17/98	2,302,914 12/21/99	20, Kitchen, bath and office cabinets