

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WOODCRAFTERS TX L.P.		10/26/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	22nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2578171	STONECRAFT
Registration Number:	2688332	MARBLE CRAFTERS
Serial Number:	78592682	WOOD CRAFTERS
Serial Number:	78592728	STAK 'N STOR
Serial Number:	78592740	TOTAL BATH SOLUTIONS BY WOODCRAFTERS

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2148554775
 Email: awalker@jenkens.com
 Correspondent Name: Andrea Walker
 Address Line 1: 1445 Ross Avenue
 Address Line 2: Suite 3700
 Address Line 4: Dallas, TEXAS 75202-2799

CH \$140.00 2578171

ATTORNEY DOCKET NUMBER:	46715-1302 WOODCRAFTERS
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	12/01/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into between WOODCRAFTERS TX L.P., a Delaware limited partnership (the "Debtor"), and BANK OF AMERICA, N.A. (the "Lender"), pursuant to that certain Loan and Security Agreement, dated as of October 26, 2006 (as amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the Debtor, the other Obligated Parties party thereto, and the Lender. Initially capitalized terms used but not defined herein have the respective meanings given in the Loan and Security Agreement.

RECITALS:

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Lender a Lien in all General Intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grant. The Debtor hereby grants and assigns to the Lender a continuing Lien and collateral assignment in all of the Debtor'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:

(a) (i) all of the following:

(A) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule 1 annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(D) the right to sue for past, present, and future infringements of any of the foregoing;

(E) rights corresponding to any of the foregoing throughout the world; and

(F) goodwill associated with and symbolized by any of the foregoing;

in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (i) being referred to herein collectively as the “Trademarks”);

(ii) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (each a “Trademark License”);

(iii) each trademark registration (each a “Trademark Registration”); and

(iv) each trademark application (each a “Trademark Application”) (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

2. Loan and Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to the Lender pursuant to the Loan and Security Agreement. This Agreement hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization To Supplement. If this Agreement obtains rights to any new Trademarks or becomes entitled to the benefit of any Trademark Application, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Lender with respect to any such new Trademark or Trademark Application. Without limiting the Debtor’s obligations under this Section 3, the Debtor hereby authorizes the Lender to modify this Agreement unilaterally by amending Schedule I to include any such new Trademark or Trademark Application. Notwithstanding the foregoing, no failure to so modify this

Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing Lien in all Collateral, whether or not listed on Schedule I.

4. Counterparts. This Agreement may be executed in counterparts, each of which taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic mail, and shall have the same force and effect as a manually signed original. The Lender may require confirmation by a manually-signed original, but failure to request or deliver same shall not limit the effectiveness of any signature delivered by facsimile or electronic mail.

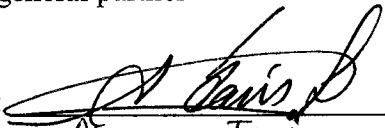
5. Entire Agreement. THIS AGREEMENT AND THE LOAN AND SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE DEBTOR AND THE LENDER WITH RESPECT TO THE DEBTOR'S PLEDGE OF THE TRADEMARK COLLATERAL AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE LOAN AND SECURITY AGREEMENT ARE INTENDED BY THE DEBTOR AS THE FINAL AND COMPLETE EXPRESSION OF THE TERMS HEREOF AND THEREOF, AND NO COURSE OF DEALING AMONG THE DEBTOR AND THE LENDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT, OR MODIFY ANY TERM OF THIS AGREEMENT OR THE LOAN AND SECURITY AGREEMENT. THERE ARE NO ORAL AGREEMENTS AMONG THE DEBTOR AND THE LENDER.

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

WOODCRAFTERS TX L.P.

By: WOODCRAFTERS GP LLC,
its general partner

By: 
Name: Abraham Tanus.
Title: Manager.

Accepted and Acknowledged:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of TEXAS)

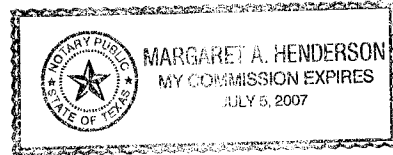
County of DALLAS)

ss.

On OCTOBER 6, 2006 before me, MARGARET A. HENDERSON, a Notary Public, personally appeared H. MICHAEL WILKS, [personally known to me] OR [proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Margaret A. Henderson
Signature of Notary Public



[Notary Seal]

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

WOODCRAFTERS TX L.P.

By: WOODCRAFTERS GP LLC,
its general partner

By: _____
Name: _____
Title: _____

Accepted and Acknowledged:

BANK OF AMERICA, N.A.

By: H. Michael Williams
Name: H. MICHAEL WILLIAMS
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

State of Texas)

County of Hidalgo)

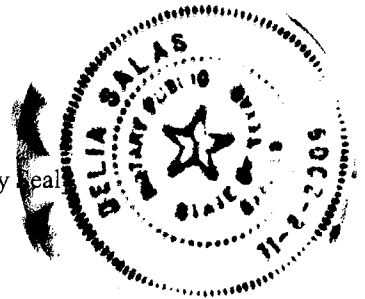
ss.

On Sept. 20, 2006 before me, Delia Salas,
a Notary Public, personally appeared Abraham Tanus, [personally known
to me] **OR** [proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Delia Salas
Signature of Notary Public

[Notary seal]



Schedule 1

U.S. TRADEMARKS
OF
WOODCRAFTERS TX L.P.

Owner of Record	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Woodcrafters TX, L.P.	Marble Crafters	268832	02/18/2003	Registered
Woodcrafters TX, L.P.	Stak 'N Stor	N/A	03/22/2005	Non-final action
Woodcrafters TX, L.P.	Stonecraft	2578171	06/11/2002	Registered
Woodcrafters TX, L.P.	Total Bath Solutions by WoodCrafters	N/A	03/22/2005	Non-final action
Woodcrafters TX, L.P.	Wood Crafters	N/A	03/22/2005	Approved by the examining attorney for publication of opposition