

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Norcraft Companies, L.P.		03/24/2010	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as agent		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	UBS AG, Stamford Branch is the Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77884390	EUROPA BY NORCRAFT	
<b>Serial Number:</b>	77884240	EUROPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125586352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	83507-41		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		

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**900158979**

~~TRADEMARK~~  
**REEL: 004180 FRAME: 0957**

Signature:	/Laura Konrath/
Date:	04/06/2010
Total Attachments: 5 source=norcraft#page1.tif source=norcraft#page2.tif source=norcraft#page3.tif source=norcraft#page4.tif source=norcraft#page5.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 24, 2010 by NORCRAFT COMPANIES, L.P., a Delaware limited partnership, (the "Pledgor"), 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, the Pledgors are party to a U.S. Security Agreement dated December 9, 2009 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, this Trademark Security Agreement supplements the Trademark Security Agreement dated December 9, 2009 by the Pledgor in favor of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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. 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) registered Trademarks and applications therefor of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests 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 payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Security Agreement, or as otherwise provided in the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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.,

as Pledgor

By: NORCRAFT GP, L.L.C.,

its General Partner

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: Mary E. Evans  
Name:


Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By: Irja R. Otsa  
Name:  
Title:

Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Applications:**

APPLICANT	DESCRIPTION	COUNTRY	SERIAL NO./ FILING DATE	CLASS/GOODS AND SERVICES
Norcraft Companies, L.P.	  EUROPA BY NORCRAFT	U.S.	77/884390 12/02/09	20, Cabinets
Norcraft Companies, L.P.	EUROPA	U.S.	77/884240 12/02/09	20, Cabinets