## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		103/24/2011	Public Liability Company: SWITZERLAND	

## **RECEIVING PARTY DATA**

Name:	WII Holding, Inc.
Street Address:	525 Lincoln Avenue SE
City:	St. Cloud
State/Country:	MINNESOTA
Postal Code:	56304
Entity Type:	CORPORATION: DELAWARE

Name:	WII Components, Inc. (as successor by merger to WII Merger Corporation)
Street Address:	525 Lincoln Avenue SE
City:	St. Cloud
State/Country:	MINNESOTA
Postal Code:	56304
Entity Type:	CORPORATION: DELAWARE

Name:	Woodcraft Industries, Inc.	
Street Address:	525 Lincoln Avenue SE	
City:	St. Cloud	
State/Country:	MINNESOTA	
Postal Code:	56304	
Entity Type:	CORPORATION: MINNESOTA	

Name:	Brentwood Acquisition Corp.		
Street Address:	453 Industrial Way		
City:	Molalla		
State/Country:	OREGON		

TRADEMARK REEL: 004507 FRAME: 0341

Postal Code:	97038
Entity Type:	CORPORATION: MINNESOTA

Name:	PrimeWood, Inc.
Street Address:	2217 North 9th Street
City:	Wahpeton
State/Country:	NORTH DAKOTA
Postal Code:	58075
Entity Type:	CORPORATION: NORTH DAKOTA

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1439160	WOODCRAFT INDUSTRIES INC.
Registration Number:	1854670	PRIMEWOOD

### **CORRESPONDENCE DATA**

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430
Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1952209
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/28/2011

#### Total Attachments: 6

source=wii intellectiual property release#page1.tif source=wii intellectiual property release#page2.tif source=wii intellectiual property release#page3.tif source=wii intellectiual property release#page4.tif source=wii intellectiual property release#page5.tif source=wii intellectiual property release#page6.tif

TRADEMARK REEL: 004507 FRAME: 0342

### INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (this "IP Security Release") dated March 24, 2011, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Credit Suisse"), as collateral agent (the "Collateral Agent") for the Secured Parties, in favor of WII HOLDING, INC., WII COMPONENTS, INC. (as successor by merger to WII Merger Corporation), WOODCRAFT INDUSTRIES, INC., BRENTWOOD ACQUISITION CORP. AND PRIMEWOOD, INC. (collectively, the "Grantors"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement, the Security Agreement or the IP Security Agreement, as applicable (each as defined below).

WHEREAS, WII Components, Inc., a Delaware corporation (as successor by merger to WII Merger Corporation), has entered into a First Lien Senior Secured Credit Agreement dated as of January 9, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor executed and delivered that certain Security Agreement dated January 9, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed that certain Intellectual Property Security Agreement, dated January 9, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 31, 2007 at Reel 018832 and Frame 0055 with respect to United States patents and patent applications, on January 31, 2007 at Reel 03472 and Frame 0001 with respect to United States trademark registrations and applications, and with the United States Copyright Office on February 21, 2007 in Volume 3548 and Document No. 140 with respect to United States copyrights; and

WHEREAS, the Secured Obligations (as defined in the Security Agreement) have been satisfied and the Collateral Agent now desires to release its security interest, and any security interest the other Secured Parties may have, in and to the Released Collateral identified in this IP Security Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1

SECTION 1. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates and releases in its entirety its security interest in and to the Collateral, including the Collateral set forth on Schedules A, B and C hereto (the "*Released Collateral*"), and all right, title and interest of the Grantors in the Released Collateral are hereby reassigned to the Grantors.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Release. The Collateral Agent shall provide the Grantors, their successors and assigns, or their legal representatives, at the Grantors' expense, such information and assistance as the Grantors may reasonably request (including, without limitation, execution and delivery of any documents as may be reasonably required) in connection with filing the appropriate documentation with the appropriate authority to perfect the release of the security interest on the Released Collateral.

SECTION 3. <u>Governing Law</u>. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

2

TRADEMARK REEL: 004507 FRAME: 0344 IN WITNESS WHEREOF, the Collateral Agent has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

Name: Title:

BILL O'DALY DIRECTOR

By:

Name: Title: Sanja Gazahi

Sanja Gazar Associate

3

# I. Patents

Grantor	Patent <u>Titles</u>	Country	Patent No.	Applic. No.	Filing Date	<u>Issue Date</u>
Woodcraft Industries, Inc.		USA		29/223,864	2/18/2005	

## I. Domain Name Agreements and Trademarks

<u>Grantor</u>	<u>Domain Name</u> <u>Grantor</u> <u>Agreement/Trademark</u>		Serial No. Filed	Reg. No. Registered
Woodcraft Industries, Inc.	www.woodcraftind.com	USA		
Dimension Moldings, Inc.	www.dmoldings.com	USA		
Brentwood Acquisition Corp.	www.brentwoodinc.net	USA		
Woodcraft Industries, Inc. (f/k/a Grand Valley Acquisition, Inc.)	www.gvdc.biz	USA		
Woodcraft Industries, Inc. (f/k/a Grand Valley Acquisition, Inc.)	www.gvdc.net	USA		
Woodcraft Industries, Inc.	WOODCRAFT INDUSTRIES INC. WI Design	USA	73/590,968 3/31/86	1,439,160 5/12/87
Brentwood Acquisition Corp.	Design Only (Stylized Oak Tree)	Oregon		T31230 1/16/97
PrimeWood, Inc.	PRIMEWOOD	USA	74/270,461 4/29/92	1,854,670 9/20/94

## II. Trade Names

<u>Grantor</u>	<u>Names</u>		
Brentwood Acquisition Corp.	Brentwood Corp. (Oregon)		
Brentwood Acquisition Corp.	Progressive Panels (Oregon)		

5

TRADEMARK REEL: 004507 FRAME: 0347

## I. Copyrights

Grantor	Title of Work	Country	<u>Title</u>	Reg. No.	Applic. <u>No.</u>	<u>Issue</u> <u>Date</u>
Woodcraft Industries, Inc.	HARDWOOD CHARACTERISTICS; A Guide for the Cabinet and Furniture Industries	USA		TX-3-621- 818		8/5/1993