



09-14-2000



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RECORDATION FORM COVER S
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8/25/00

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization

09/14/2000 BNGUYEN 00000270 2238500

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 DP
1000.00 DP

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

TRADEMARK
REEL: 002135 FRAME: 0576

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2238500"/>	<input type="text" value="1877647"/>	<input type="text" value="1858616"/>
<input type="text" value="1780300"/>	<input type="text" value="1860401"/>	<input type="text" value="1637943"/>
<input type="text" value="1648163"/>	<input type="text" value="0928158"/>	<input type="text" value="1523929"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

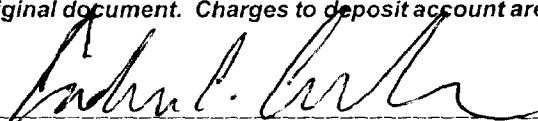
No ☐

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. Charges to deposit account are authorized, as indicated herein.

Andrew C. Ambruoso

Name of Person Signing



Signature

8/25/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

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☐

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☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75244239

75358261

75394224

2200445

1536907

1346911

75394222

75394223

75415598

0953036

1206121

0909894

75454666

75454664

75454665

1713681

2154690

2154688

75485716

75518595

75524491

1888500

2228004

1802110

75696317

75699533

75924642

1864732

1956803

2173293

76054089

0707438

TRADEMARK

REEL: 002135 FRAME: 0578

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, OAKWOOD HOMES CORPORATION, a North Carolina corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of February 27, 1998 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and First Union National Bank, as Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of August 25, 2000 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under

insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25th day of August, 2000.

OAKWOOD HOMES CORPORATION

By: RA Smith
Name: Robert A. Smith
Title: Executive Vice president

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark	Registration No.
NEW GENERATION	2,238,500
VILLA WEST	1,877,647
GOLDEN WEST HOMES and Design	1,858,616
GOLDEN WEST HOMES	1,780,300
GOLDEN HOMES	1,860,401
WESTERN RETIREMENT HOME COUNCIL	1,637,943
WE BUILD HOMES AND DREAMS	1,648,163
GOLDEN WEST	928,158
FREEDOM HOMES	1,523,929
UNDER ONE ROOF	2,200,445
FREEDOM HOMES and Design	1,536,907
Acorn Logo	1,346,911
OAKWOOD	953,036
FREEDOM	1,206,121
PEACHTREE HOUSING and Design	909,894
PEACH TREE	1,713,681
ENERGY COMFORT HOME	2,154,690
ENERGY GUARD	2,154,688
SCHULT	1,888,500
THE FIRST EDITION	2,228,004
CREST HOMES	1,802,110
SCHULT and Design	1,864,732
GOLDEN ESTATE	1,956,803
SATURN	2,173,293
MARLETTE	707,438

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>
SAFE & SOUND	75/244,239
FAMILY DREAM HOME	75/358,261
HOME THEATER DREAM HOME	75/394,224
ENTERTAINER DREAM HOME	75/394,222
PREMIER DREAM HOME	75/394,223
STREET OF DREAMS	75/415,598
DREAMSTREET USA	75/454,666
SMART HOUSE	75/454,664
HOUSESMART	75/454,665
HOUSE SMART	75/485,716
SMART RATE	75/518,595
SMART START	75/524,491
HOUSE SMART and Design	75/696,317
SCHULT and Design	75/699,533
SCHULT	75/924,642
HOUSE SMART	76/054,089