

03-02-2001



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

11. 27 . W

RECORDATION FORM COVER SHEET 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 See Schedule I attached

Mark if additional names of conveying parties attached

Name Champion Enterprises, Inc.

Execution Date
Month Day Year
11 20 00

Formerly _____

75659080

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Michigan

Receiving Party

Mark if additional names of receiving parties attached

Name PNC Bank, National Association

DBA/AKATA _____

Composed of _____

Address (line 1) 249 Fifth Avenue

Address (line 2) _____

Address (line 3) Pittsburgh
City

Pennsylvania
State/Country

15222
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Bank
- Citizenship/State of Incorporation/Organization _____

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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TRADEMARK
REEL: 002200 FRAME: 0033

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)

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.)

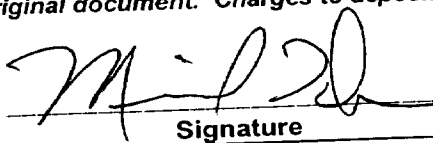
Deposit Account Number: #

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.

Michael L. Dever



11/21/00

Name of Person Signing

Signature

Date Signed

SCHEDULE A

Mark	Registration No.	Registration Date
HOMES OF MERIT AND DESIGN	2,370,233	07-25-00
HOMES OF AMERICA AND DESIGN	2,110,382	11-04-97
A-1	1,313,998	01-08-85
ACCENT MOBILE HOMES	2,042,011	03-04-97
CREATIVE HOUSING	2,042,012	03-04-97
FOXWOOD HOME CENTER	2,043,622	03-11-97
MISCELLANEOUS DESIGN	839,054	11-21-67
ATLANTIC	775,658	08-25-64
CHAMPION	696,685	04-26-60
CHAMPION	978,385	02-12-74
MANATEE	774,432	08-04-64
SEQUOIA	981,878	04-09-74
TAMARACK	865,235	02-25-69
TITAN	1,540,378	05-23-89
SUMMIT CREST	2,019,761	11-26-96
COMMODORE	2,037,714	02-11-97
CONTENDER	2,037,715	02-11-97
DUCHESS	2,242,987	05-04-99
VALUE IN QUALITY THE DUTCH TOUCH	2,148,076	03-31-98
DUTCH	2,050,361	04-08-97
MODULINE INTERNATIONAL MI AND DESIGN	1,042,219	06-29-76
MISCELLANEOUS DESIGN	1,156,279	06-02-81
THE GREAT AMERICAN HOMEMAKER	1,273,869	04-10-84
NEW MOON	726,680	01-23-62
SOUTHWOOD	844,904	02-27-68
KIRKWOOD	835,826	09-26-67
THE GREAT AMERICAN HOMEMAKER	1,575,727	01-02-90
SILVERCREST	2,367,429	07-18-00

Mark	Serial No.	Filing Date
HOMEPRIDE	75/659,080	03-12-99

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of November 20, 2000 is entered into by and between each of the Persons which become a Pledgor hereunder from time to time (each a "Pledgor" and collectively the "Pledgors"), and PNC Bank, National Association, as Agent for the Banks referred to below (the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement by and among Champion Enterprises, Inc., the Guarantors party thereto, the Banks party thereto, PNC Bank, National Association, as Administrative Agent party thereto, Bank One Capital Markets, Inc., as Syndication Agent party thereto, Comerica Bank, as Documentation Agent party thereto and National City Bank, KeyBank National Association, Bank of America, N.A. and Wachovia Bank, N.A., as Co-Agents party thereto, dated as of May 5, 1998, (as amended by Amendment No. 1 to Credit Agreement, dated as of December 18, 1998, as further amended by Amendment No. 2 to Credit Agreement, dated as of March 31, 1999, as further amended by Amendment No. 3 to Credit Agreement, dated as of July 1, 1999, as further amended by Amendment No. 4 to Credit Agreement, dated as of February 14, 2000, as further amended by Amendment No. 5 to Credit Agreement, dated as of June 15, 2000, and as further amended by Amendment No. 6 to Credit Agreement dated as of November 20, 2000) (as from time to time further restated, amended, modified or supplemented, the "Credit Agreement"), Secured Party and the Banks have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. (a) To secure payment and performance of the Obligations and other liabilities of the Borrower and each other Pledgor now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants, and conveys a security interest to Secured Party in the entire right, title and interest of such Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals,

extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights"); provided however, the Secured Obligations secured by this Agreement shall be limited to the maximum amount permitted to be secured under the terms of that certain Indenture dated as of May 3, 1999 (the "Indenture"), among the Borrower, certain of its Subsidiaries and The First National Bank of Chicago, in its capacity trustee for the Borrower's 7-5/8% senior notes due 2009 (the "Securities"), such that the Borrower would not be required to provide that the Securities are secured equally and ratably with the Secured Obligations, and Provided further, that in no event shall the Patents, Trademarks and Copyrights for any purposes under this Agreement include any property of any Debtor to the extent that granting a security interest hereunder in such property would give rise to the obligation of any Pledgor to provide that the Securities are secured equally and ratably with the Secured Obligations secured hereunder. Subject to and without limiting the generality of the foregoing, the Secured Obligations secured hereby, both now existing and hereafter arising, may be an amount equal to the sum of (i) the difference between fifteen percent (15%) of the "Consolidated Net Tangible Assets" of the Borrower (as defined in the Indenture) minus any other secured debt (including Attributable Debt in respect of Sale/Leaseback Transactions, as such terms are defined in the Indenture) of the Borrower and its Significant Subsidiaries which is not a "Permitted Lien" (as defined under the Indenture) and (ii) all Reimbursement Obligations relating to Letters of Credit to the extent they do not constitute "Indebtedness" under the Indenture.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as listed on Schedule B hereto such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Pledgor's Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than assignments or licenses between such Pledgor Borrower of any Guarantor;

(d) such Pledgor has the corporate, partnership or limited liability company, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) to the knowledge of such Pledgor, no claim has been made to such Pledgor or any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in all material respects in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and in the case of trademarks, copyrights and patents registered with the U.S. Patent and Trademark office or the Copyright office, such Pledgor shall give to Secured Party prompt notice thereof in writing. Each Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of the

Patents, Trademarks and Copyrights shall be given such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the any Pledgor; (ii) the Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of any Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Banks. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Banks. Each Pledgor and the Agent and the Banks acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

8. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related

to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Secured Party, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

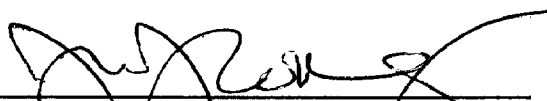
[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

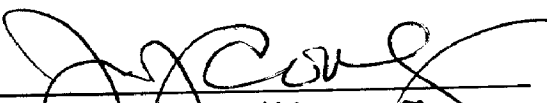
[BORROWER]

CHAMPION ENTERPRISES, INC.

By: 
Name: John J. Collins, Jr.
Title: Senior Vice President [Seal]

[GUARANTORS]

EACH GUARANTOR LISTED ON
SCHEDULE 1 HERETO

By: 
Name: John J. Collins, Jr.
Title: Vice President [Seal]
of each Guarantor listed on
Schedule 1

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

[BORROWER]

CHAMPION ENTERPRISES, INC.

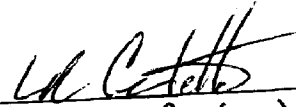
By: _____
Name: _____
Title: _____ [Seal]

[GUARANTORS]

EACH GUARANTOR LISTED ON
SCHEDULE 1 HERETO

By: _____
Name: _____
Title: _____ [Seal]
of each Guarantor listed on
Schedule 1

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Louis R. Costello
Title: Senior VP

SCHEDULE 1

[GUARANTORS]

A-1 HOMES GROUP, INC., a Michigan corporation
ACCENT MOBILE HOMES, INC., a North Carolina corporation
ALPINE HOMES, INC., a Colorado corporation
AMERICAN TRANSPORT, INC., a Nevada corporation
ART RICHTER INSURANCE, INC., a Kentucky corporation
AUBURN CHAMP, INC., a Michigan corporation
BRYAN MOBILE HOMES, INC., a Texas corporation
BUILDERS CREDIT CORPORATION, a Michigan corporation
CAC FUNDING CORPORATION, a Michigan corporation
CAL-NEL, INC., a Texas corporation
CARE FREE HOMES, INC., a Michigan corporation
CHI, INC., A Kansas corporation
CENTRAL MISSISSIPPI MANUFACTURED HOUSING, INC., a Mississippi corporation
CHAMPION FINANCIAL CORPORATION, a Michigan corporation
CHAMPION GP, INC., a Michigan corporation
CHAMPION HOME BUILDERS CO., a Michigan corporation
CHAMPION HOME COMMUNITIES, INC., a Michigan corporation
CHAMPION MOTOR COACH, INC., a Michigan corporation
CHAMPION RETAIL, INC., a Michigan corporation
CHANDELEUR HOMES, INC., a Michigan corporation
CLIFF AVE. INVESTMENTS, INC., a South Dakota corporation
COLONIAL HOUSING, INC., a Texas corporation
COUNTRY ESTATE HOMES, INC., an Oklahoma corporation
COUNTRYSIDE HOMES, INC., a North Dakota corporation
CREST RIDGE HOMES, INC., a Michigan corporation
CRESTPOINTE FINANCIAL SERVICES, INC., a Delaware corporation
DUTCH HOUSING, INC., a Michigan corporation
FACTORY HOMES OUTLET, INC., an Idaho corporation
FLEMING COUNTY INDUSTRIES, INC., a Kentucky corporation

GATEWAY ACCEPTANCE CORP., a South Dakota corporation
GATEWAY MOBILE & MODULAR HOMES, INC., a Nebraska corporation
GATEWAY PROPERTIES CORP., a South Dakota corporation
GEM HOMES, INC., a Delaware corporation
GENESIS HOME CENTERS, LIMITED PARTNERSHIP, a Michigan limited partnership
(Champion GP, Inc. is General Partner authorized to execute documents on behalf of limited partnership)
GRAND MANOR, INC., a Michigan corporation
HEARTLAND HOMES, INC., a Texas corporation
HOMEPRIDE FINANCE CORP., a Michigan corporation
HOMES AMERICA FINANCE, INC., a Nevada corporation
HOMES AMERICA OF ARIZONA, INC., an Arizona corporation
HOMES AMERICA OF CALIFORNIA, INC., a California corporation
HOMES AMERICA OF OKLAHOMA, INC., an Oklahoma corporation
HOMES AMERICA OF PHOENIX, LLC, a Michigan limited liability company
(Homes America of Arizona, Inc. is sole member/manager authorized to execute documents on behalf of limited liability company)
HOMES AMERICA OF UTAH, INC., a Utah corporation
HOMES AMERICA OF WYOMING, INC., a Wyoming corporation
HOMES AMERICA, INC., a Michigan corporation
HOMES OF KENTUCKIANA, LLC, a Kentucky limited liability company
(Trading Post Mobile Homes, Inc. is sole member authorized to execute documents on behalf of limited liability company)
HOMES OF LEGEND, INC., a Michigan corporation
HOMES OF MERIT, INC., a Florida corporation
I.D.A., INCORPORATED, an Oklahoma corporation
IMPERIAL HOUSING, INC., a Texas corporation
INVESTMENT HOUSING, INC., a Texas corporation
ISEMAN CORP., a South Dakota corporation
JASPER MOBILE HOMES, INC., a Texas corporation
LAKE COUNTRY LIVING, INC., a Texas corporation
LAMPLIGHTER HOMES, INC., a Washington corporation
LAMPLIGHTER HOMES (OREGON), INC., an Oregon corporation
M&J SOUTHWEST DEVELOPMENT CORP., a Texas corporation

MANUFACTURED HOUSING OF LOUISIANA, INC., a Michigan corporation
MOBILE FACTORY OUTLET, INC., a Texas corporation
MODULINE INTERNATIONAL, INC., a Washington corporation
NORTHSTAR CORPORATION, a South Dakota corporation
PHILADELPHIA HOUSING CENTER, INC., a Mississippi corporation
PRAIRIE RIDGE, INC., a Kansas corporation
PREMIER HOUSING, INC., a Texas corporation
REDMAN BUSINESS TRUST, a Delaware business trust
REDMAN HOMES MANAGEMENT COMPANY, INC., a Delaware corporation
REDMAN HOMES, INC., a Delaware corporation
REDMAN INDUSTRIES, INC., a Delaware corporation
REDMAN INVESTMENT, INC., a Delaware corporation
REDMAN MANAGEMENT SERVICES BUSINESS TRUST, a Delaware business trust
REDMAN RETAIL, INC., a Delaware corporation
REGENCY SUPPLY COMPANY, INC., a Delaware corporation
SAN JOSE ADVANTAGE HOMES, INC., a California corporation
SERVICE CONTRACT CORPORATION, a Michigan corporation
SOUTHERN SHOWCASE FINANCE, INC., a Michigan corporation
SOUTHERN SHOWCASE HOUSING, INC., a North Carolina corporation
STAR FLEET, INC., an Indiana corporation
THE OKAHUMPKA CORPORATION, a Florida corporation
THOMAS HOMES OF AUSTIN, INC., a Texas corporation
THOMAS HOMES OF BUDA, INC., a Texas corporation
THOMAS HOMES OF TEXAS, INC., a Texas corporation
TOM TERRY ENTERPRISES, INC., a Nevada corporation
TRADING POST MOBILE HOMES, INC., a Kentucky corporation
U.S.A. MOBILE HOMES, INCORPORATED, an Oregon corporation
VICTORY INVESTMENT CO., an Oklahoma corporation
VIDOR MOBILE HOME CENTER, INC., a Texas corporation
WESTERN HOMES CORPORATION, a Delaware corporation
WHITWORTH MANAGEMENT, INC., a Nevada corporation
WRIGHT'S MOBILE HOMES, INC., a Texas corporation

**SCHEDULE A
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

COUNTRY/ STATE	TRADEMARK	OWNER	APP. NO.	FILE DT.	REG. NO.	REG. DT.	STATUS
UNITED STATES	HOMEPRIDE	AUBURN CHAMP, INC.	75/659,080	3/12/ 99			ALLOWED
UNITED STATES	CHAMPION HOME CENTERS	CHAMPION RETAIL, INC.	75/387,938	11/10/ 97			ALLOWED
UNITED STATES	FORTUNE	DUTCH HOUSING, INC.	75/360,391	9/28/ 98.			ALLOWED
UNITED STATES	BLUEGRASS	DUTCH HOUSING, INC.	75/560,397	9/28/ 98			ALLOWED
UNITED STATES	HOMES AMERICA	A-1 HOMES GROUP, INC.	75/189,345	10/18/ 98			PENDING
UNITED STATES	HOMEPRIDE	AUBURN CHAMP, INC.	75/642,702	2/18/ 99			PENDING

Continued on next page

* - Documents to renew filed with Arizona Secretary of State 12/8/00 however, Dialog database indicates registrations as "not renewed" -following-up with the Secretary of State of Arizona.

** Assignment documents from C & J Revocable Trust to A-1 Homes, Group, Inc. in the process of being recorded.

COUNTRY/ STATE	TRADEMARK	OWNER	APP. NO.	FILE DT.	REG. NO.	REG. DT.	STATUS
UNITED STATES	ALLIANCE OF CHAMPIONS	AUBURN CHAMP, INC.	75/642,701	2/18/ 99			PENDING
UNITED STATES	ALLIANCE OF CHAMPIONS	AUBURN CHAMP, INC.	76/023,025	4/17/ 00			PENDING
UNITED STATES	THERMORIZED	AUBURN CHAMP, INC.	75/642,700	2/18/ 99			PENDING
UNITED STATES	HOMEMARK	AUBURN CHAMP, INC.	75/799,695	9/15/ 99			PENDING
UNITED STATES	GENESIS	AUBURN CHAMP, INC.	78/054,174	5/23/ 00			PENDING
UNITED STATES	HOMEPRIDE & DESIGN	AUBURN CHAMP, INC.	76/023,027	4/11/ 00			PENDING
UNITED STATES	WORLD'S LARGEST HOMEBUILDER	AUBURN CHAMP, INC.	76/023,026	4/11/ 00			PENDING
UNITED STATES	CHAMPION HOME CENTERS	CHAMPION HOME CENTERS, INC.	75/864,154	12/ 6/ 99			PENDING
UNITED STATES	CHAMPION HOME CENTER	CHAMPION RETAIL, INC.	75/842,180	11/ 5/ 99			PENDING
UNITED STATES	COMMANDER HOUSING & DESIGN	DUTCH HOUSING, INC.	75/724,151	6/ 8/ 99			PENDING
UNITED STATES	COMMANDER	DUTCH HOUSING, INC.	75/686,558	4/19/ 99			PENDING
UNITED STATES	HOMES OF MERIT & DESIGN	HOMES OF MERIT, INC.	75/602,313	12/ 7/ 98	2,370,233	07/25/00	REGISTERED
UNITED STATES	HOMES OF AMERICA & DESIGN	A-1 HOMES GROUP, INC.	75/073,368	3/15/ 96	2,110,382	11/ 4/ 97	REGISTERED
UNITED STATES	A-1	A-1 HOMES GROUP, INC.	73/427,805	5/27/ 83	1,313,998	1/ 8/ 85	REGISTERED
UNITED STATES	ACCENT MOBILE HOMES	ACCENT MOBILE HOMES, INC.	75/092,928	4/23/ 96	2,042,011	3/ 4/ 97	REGISTERED
UNITED STATES	CREATIVE HOUSING	ACCENT MOBILE HOMES, INC.	75/092,929	4/23/ 96	2,042,012	3/ 4/ 97	REGISTERED
UNITED STATES	FOXWOOD HOME CENTER	ACCENT MOBILE HOMES, INC.	75/093,135	4/23/ 96	2,043,622	3/11/ 97	REGISTERED
UNITED STATES	DESIGN (FLAMING TORCH IN CIRCLE)	CHAMPION HOME BUILDERS CO.	72/247,772	6/10/ 66	839,054	11/21/ 67	REGISTERED
UNITED STATES	ATLANTIC	AUBURN CHAMP, INC.	72/176,779	9/12/ 63	775,658	8/25/ 64	REGISTERED
UNITED STATES	CHAMPION	AUBURN CHAMP, INC.	72/082,482	10/ 1/ 59	696,685	4/26/ 60	REGISTERED
UNITED STATES	MANATEE	AUBURN CHAMP, INC.	72/415,722	2/16/ 72	678,385	2/12/ 74	REGISTERED
UNITED STATES	SEOLIDA	AUBURN CHAMP, INC.	72/170,294	8/ 4/ 63	774,432	8/ 4/ 64	REGISTERED
UNITED STATES	TAMARACK	AUBURN CHAMP, INC.	72/445,749	1/11/ 73	981,878	4/ 9/ 74	REGISTERED
UNITED STATES	TITAN	AUBURN CHAMP, INC.	72/295,218	4/ 9/ 68	865,235	2/25/ 69	REGISTERED
UNITED STATES	SUMMIT CREST	CHAMPION HOME BUILDERS CO.	73/636,916	12/22/ 86	1,540,378	5/23/ 89	REGISTERED
UNITED STATES	COMMODORE	CHAMPION MOTOR COACH, INC.	74/618,225	1/ 5/ 95	2,019,761	11/26/ 96	REGISTERED
UNITED STATES	CONFENDER	CHAMPION MOTOR COACH, INC.	74/656,403	4/ 5/ 95	2,037,714	2/11/ 97	REGISTERED
UNITED STATES	DUCHESS	CHAMPION HOUSING, INC.	74/656,404	4/ 5/ 95	2,037,715	2/11/ 97	REGISTERED
UNITED STATES	VALUE IN QUALITY THE DUTCH TOUCH	DUTCH HOUSING, INC.	75/016,118	11/ 1/ 95	2,242,987	5/ 4/ 99	REGISTERED
UNITED STATES	DUTCH	DUTCH HOUSING, INC.	74/731,801	9/21/ 95	2,148,076	3/31/ 98	REGISTERED
UNITED STATES	MODULINE INTERNATIONAL M I & DESIGN	MODULINE INTERNATIONAL, INC.	74/726,833	9/ 8/ 95	2,050,361	4/ 8/ 97	REGISTERED
UNITED STATES	DESIGN (MODULINE HOME MI "BLOCK FORM")	MODULINE INTERNATIONAL, INC.	73/016,386	3/19/ 74	1,042,219	6/29/ 76	REGISTERED
UNITED STATES	THE GREAT AMERICAN HOMEMAKER	REDMAN HOMES, INC.	73/016,387	3/19/ 74	1,156,279	6/ 2/ 81	REGISTERED
UNITED STATES	NEW MOON	REDMAN HOMES, INC.	73/365,462	5/19/ 82	1,273,869	4/10/ 84	REGISTERED
UNITED STATES			72/119,548	5/ 8/ 61	726,680	1/23/ 62	REGISTERED

* - Documents to renew filed with Arizona Secretary of State 12/8/00 however, Dialog database indicates registrations as "not renewed" -following-up with the Secretary of State of Arizona.

** Assignment documents from C & J Revocable Trust to A-1 Homes, Group, Inc. in the process of being recorded.

COUNTRY/ STATE	TRADEMARK	OWNER	APP. NO.	FILE DT.	REG. NO.	REG. DT.	STATUS
UNITED STATES	SOUTHWOOD	REDMAN HOMES, INC.	72/264,245	2/8/ 67	844,904	2/27/ 68	REGISTERED
UNITED STATES	KIRKWOOD	REDMAN HOMES, INC.	72/249,180	6/28/ 68	835,826	9/28/ 67	REGISTERED
UNITED STATES	THE GREAT AMERICAN HOME MAKER	REDMAN HOMES, INC.	73/759,243	10/24/ 88	1,575,727	1/2/ 90	REGISTERED
UNITED STATES	SILVERCREST	WESTERN HOMES CORPORATION	75/409,192	12/22/ 97	2,367,429	7/18/ 00	REGISTERED

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** Assignment documents from C & J Revocable Trust to A-1 Homes, Group, Inc. in the process of being recorded.

SCHEDULE B
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Those licenses granted to independent retailers of the Loan Parties pursuant to the Alliance of Champions program, the Champion Home Centers program, or other similar programs, sample copies of which have been provided to the Agent.

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