

08-27-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101823745

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fleetwood Folding Trailers, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

08/22/01

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: _____
Street Address: 55 S. Lake Ave, Ste 900
City: Pasadena State: CA Zip: 91101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking assoc.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

<u>946678</u>	<u>1216606</u>	<u>1224140</u>
<u>1290909</u>	<u>1290042</u>	<u>1264152</u>
	<u>987232</u>	<u>964052</u>

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:

Name: Deborah E. Taylor
Internal Address: c/o Latham & Watkins
633 W. 5th St., Ste. 4000

Street Address: 633 W. 5th St., 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DONOT USE THIS SPACE

9. 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.

Deborah E. Taylor
Name of Person Signing

Deborah Taylor
Signature

8/20/01
Date

Total number of pages including coversheet, attachments, and document: 40

Main documents to be recorded with required coversheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/27/2001 6TON11 00000055 946678

01 FC: 481 40.00 OP
02 FC: 482 175.00 OP

TRADEMARK
REEL: 002355 FRAME: 0606

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of July 27, 2001, and entered into by and among FLEETWOOD ENTERPRISES, INC., a Delaware corporation ("Fleetwood"), the Subsidiaries of Fleetwood set forth on the signature pages of this Agreement (each of Fleetwood and each such Subsidiaries is referred to in this Agreement as, a "Grantor" and, collectively the "Grantors"), BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Agent") for the Lenders (the "Secured Party").

Recitals

Each Grantor and Secured Party have entered into that certain Credit Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth at length herein (as it may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, the "Credit Agreement").

Pursuant to the Credit Agreement, each Grantor has granted to Secured Party security interests in certain property described in the Credit Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of its debts, liabilities and obligations described in the Credit Agreement as the "Obligations."

Each Grantor and Secured Party are executing and delivering this Agreement for the purpose of creating and perfecting Secured Party's security interests in each Grantor's Patent and Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Secured Party hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Terms Defined in the Credit Agreement. Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Credit Agreement and not otherwise defined herein have the meanings set forth in the Credit Agreement.

Section 1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Goodwill" means, as to each Grantor, all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution

agreements and General Intangibles owned by each Grantor and arising out of the Patent and Trademark Collateral.

“Patent and Trademark Collateral” is defined in Section 2.1.

“Secured Obligations” means, as to each Grantor, each and all of such Grantor’s debts, liabilities and obligations that are described as “Obligations” in the Credit Agreement.

“U.S. Patent Applications” means, as to each Grantor, all applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

“U.S. Patent Licenses” means, as to each Grantor, all rights of such Grantor under any present or future written agreement, or other present or future license of any right or interest acquired by it, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

“U.S. Patents” means, as to each Grantor, all of the following:

(a) All present and future patents, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all claims (including infringement claims) relating thereto, including, without limitation, all registrations and recordings thereof including those listed in Schedule I(a) attached hereto; and

(b) all proceeds of the foregoing, including 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, extensions and renewals thereof.

“U.S. Trademark Applications” means, as to each Grantor, all applications by any Grantor in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

“U.S. Trademark Licenses” means, as to each Grantor, all rights of any Grantor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

“U.S. Trademarks” means, as to each Grantor, all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and General Intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached

hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including 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, extensions and renewals thereof.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person’s successors, transferees and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II. SECURITY INTEREST AND COLLATERAL

Section 2.1 Grant of Security Interest. As security for the payment and performance of all of its Obligations, each Grantor hereby transfers and assigns to Secured Party, for the benefit of itself and the Lenders, as security with power of sale, and grants to Secured Party, for the benefit of itself and the Lenders, a continuing security interest in, all right, title and interest of such Grantor in, to, under or derived from the following property (collectively, the “Patent and Trademark Collateral”), in each case whether now owned or hereafter acquired or arising and wherever located:

- (a) all U.S. Patents;
- (b) all U.S. Patent Applications;
- (c) all U.S. Patent Licenses;

(d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all claims of Grantors against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing;

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all claims of the Grantor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties. Each Grantor hereby represents and warrants that:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which any Grantor has an interest and identifies the Grantor owning such Patent and Trademark Collateral.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of the Loan Parties' business to any party, except to Secured Party and except in the ordinary course of its business.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person. Each Grantor has neither taken nor failed to take any action with respect to any Patent and Trademark Collateral that could reasonably be expected to have a Material Adverse Effect.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule II(a) and Schedule II(b),

except for licenses granted in the ordinary course of its business. **[To be determined whether any license needs to be scheduled as an exception to this rep.]**

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Credit Agreement, it has not received any written threats of action, which if successful could reasonably be expected to have a Material Adverse Effect, and it has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Agreement or Permitted Liens.

(h) It has the right and power to enter into this Agreement and perform its terms.

ARTICLE IV. COVENANTS

Section 4.1 Covenants. Each Grantor covenants and agrees as follows:

(a) No Grantor will, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral material to the conduct of the Loan Parties' business with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to subsection 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) it reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to the Loan Parties' business, it shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings.

(c) In the event that any Grantor's rights under any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business are infringed,

misappropriated or diluted by a third party, such Grantor (i) shall notify Secured Party promptly after it learns thereof if such infringement, misappropriation or dilution could reasonably be expected to have a Material Adverse Effect and (ii) shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) The applicable Grantor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral or infringement of or interference with another trademark which could reasonably be expected to have a Material Adverse Effect. Such Grantor shall promptly, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall promptly keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) The applicable Grantor shall promptly notify Secured Party if such Grantor knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business may become abandoned or dedicated, (ii) that there has been or could reasonably be expected to be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business.

(f) Subject to subsection 4.1(b), upon the written request of Secured Party, the applicable Grantor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements or amendments thereto, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Agreement, all at the sole expense of such Grantor.

(g) Without Secured Party's prior written consent, no Grantor shall (i) enter into any agreement that would materially impair or conflict with any Grantor's obligations hereunder nor (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in any Grantor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business acquired under such contracts.

(h) Each Grantor shall maintain the security interests created in favor of the Secured Party in the Patent and Trademark Collateral pursuant to this Agreement as valid and duly perfected first priority security interests and shall defend such security

interests against claims and demands of all Persons whomever. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further actions as the Secured Party may request for the purposes of obtaining or preserving all of the benefits, rights and powers granted by each Grantor to the Secured Party pursuant to this Agreement.

ARTICLE V. POWER OF ATTORNEY

Section 5.1 Power of Attorney. Each Grantor hereby irrevocably constitutes and appoints Secured Party, its assignees and any officer, agent or nominee of Secured Party, its assignees, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority, in the name of each Grantor or in its own name, to take any and all actions and to execute and deliver any and all agreements, documents, notices, instruments and writings that Secured Party or Lenders may determine to be necessary or desirable for Secured Party, without notice to or assent by any Grantor, to do any or all of the following if and whenever any Grantor is in default under the Credit Agreement: (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable U.S. Patent License or U.S. Trademark License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the indefeasible payment in full of the Obligations.

ARTICLE VI. PATENT AND TRADEMARK COLLATERAL

Section 6.1 Grant of License to Use Intellectual Property Collateral. Each Grantor hereby grants to Secured Party for the benefit of itself and the Lenders an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor), to do any or all of the following if and whenever an Event of Default has occurred and is continuing under the Credit Agreement: (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by any Grantor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. Each Grantor hereby agrees that the permitted use by the Secured Party or any Lender of the Patent and Trademark Collateral shall be worldwide without any liability for royalties or other related charges from the Secured Party or the Lenders.

Section 6.2 Use and Protection of Patent and Trademark Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantors may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of business, and Secured Party shall from

time to time, execute and deliver, upon the reasonable written request of Grantors, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of Grantors are necessary or appropriate to permit Grantors to continue to do so.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.1 Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, set forth in the Credit Agreement.

Section 7.2 Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

Section 7.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

Section 7.4 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by any Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by the Secured Party and then such amendment or waiver shall be effective only in the specific instance and for the specific purposes for which given.

Section 7.5 Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Credit Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Credit Agreement and is not dealt with herein with more specificity, the Credit Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Section 7.6 Continuing Security Interest; Transfer of Notes and Secured Obligations. This Agreement shall create a continuing security interest in the Patent and Trademark Collateral and shall (i) remain in full force and effect until full and final payment and performance (including after the Termination Date) of the Secured Obligations and termination of any commitments to extend further credit to Grantors, (ii) be binding upon each Grantor, its successors, transferees and assigns, and (iii) inure, together with the rights and remedies of the Secured Party, to the benefit of itself and the Lenders, and the Secured Party's and the Lenders' successors, transferees and assigns. Without limiting the generality of clause (iii), above, the Secured Party and any Lender may assign or otherwise transfer any Term Loan Note or Secured

Obligation held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party and the Lenders herein.

Section 7.7 Reinstatement. To the maximum extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Grantor or any other Person or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for any Grantor or any other Person or any substantial part of its assets, or otherwise, all as though such payments had not been made.

Section 7.8 Survival of Provisions. All representations, warranties and covenants of contained herein shall survive the execution, delivery and acceptance thereof by the parties of this Agreement, and shall terminate only upon the full and final payment and performance by each Grantor of the Obligations.

Section 7.9 Setoff. The Secured Party and the Lenders shall have the rights of setoff set forth in the Credit Agreement.

Section 7.10 Authority of the Secured Party and the Lenders. The Secured Party and the Lenders shall have and be entitled to exercise all powers hereunder which are specifically granted to the Secured Party and the Lenders by the terms hereof, together with such powers as are reasonably incident thereto. The Secured Party and the Lenders may perform any of its duties hereunder or in connection with the Patent and Trademark Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. The Secured Party and the Lenders and their directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

Section 7.11 Release; Termination of Agreement. Subject to the provisions of Sections 7.7 and 7.8 hereof, this Agreement shall terminate upon full and final payment and performance of all the Obligations and termination of all commitments to extend further credit to Grantors. At such time, the Secured Party shall, at the request and expense of Grantors, reassign and redeliver to Grantors all of the Patent and Trademark Collateral hereunder which has not been sold, disposed of, retained or applied by the Secured Party in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Secured Party or the Lenders, except as to the absence of any prior assignments by the Secured Party of its interest in the Patent and Trademark Collateral, and shall be at the expense of Grantors.

Section 7.12 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

Section 7.13 Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA; PROVIDED THAT THE SECURED PARTY AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTORS, THE SECURED PARTY AND THE LENDERS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTORS, THE SECURED PARTY AND THE LENDERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) THE SECURED PARTY AND THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION THE SECURED PARTY OR THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) FLEETWOOD AND EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO FLEETWOOD AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

Section 7.14 WAIVER OF JURY TRIAL. FLEETWOOD, EACH GRANTOR, THE SECURED PARTY AND THE LENDERS EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY SECURED PARTY-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. FLEETWOOD, EACH GRANTOR, THE SECURED PARTY AND THE LENDERS EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 7.15 Limitation Of Liability. No claim may be made by Grantors against the Secured Party or the Lenders, or the affiliates, directors, officers, officers, employees, or agents of the Secured Party or the Lenders for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Loan Document, or any act, omission or event occurring in connection therewith, and each Grantor hereby waives, releases and agrees not to sue upon any claim for such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and Secured Party have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTORS:

GUARANTOR:

FLEETWOOD ENTERPRISES, INC.

By: Boyd R. Plowman
Name: Boyd R. Plowman
Title: Senior Vice President and Chief Financial Officer

SUBSIDIARY GUARANTORS:

FLEETWOOD INTERNATIONAL, INC.

By: Boyd R. Plowman
Name: Boyd R. Plowman
Title: SR VP + CFO

BUCKINGHAM DEVELOPMENT CO.

By: Boyd R. Plowman
Name: Boyd R. Plowman
Title: SR VP + CFO

FMC BORROWERS:

FLEETWOOD HOLDINGS INC.

FLEETWOOD HOMES OF ARIZONA, INC.

FLEETWOOD HOMES OF CALIFORNIA, INC.

FLEETWOOD HOMES OF FLORIDA, INC.

FLEETWOOD HOMES OF GEORGIA, INC.

FLEETWOOD HOMES OF IDAHO, INC.

FLEETWOOD HOMES OF INDIANA, INC.

FLEETWOOD HOMES OF KENTUCKY, INC.

FLEETWOOD HOMES OF NORTH CAROLINA, INC.

FLEETWOOD HOMES OF OREGON, INC.

FLEETWOOD HOMES OF PENNSYLVANIA, INC.

FLEETWOOD HOMES OF TENNESSEE, INC.

FLEETWOOD HOMES OF TEXAS, L.P.

By: FLEETWOOD GENERAL PARTNER
OF TEXAS, INC., its General Partner

FLEETWOOD HOMES OF VIRGINIA, INC.

FLEETWOOD HOMES OF WASHINGTON, INC.

FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.

FLEETWOOD MOTOR HOMES OF INDIANA, INC.

FLEETWOOD MOTOR HOMES OF PENNSYLVANIA, INC.

FLEETWOOD TRAVEL TRAILERS OF CALIFORNIA, INC.

FLEETWOOD TRAVEL TRAILERS OF INDIANA, INC.

FLEETWOOD TRAVEL TRAILERS OF KENTUCKY, INC.

FLEETWOOD TRAVEL TRAILERS OF MARYLAND, INC.

FLEETWOOD TRAVEL TRAILERS OF OHIO, INC.

FLEETWOOD TRAVEL TRAILERS OF OREGON, INC.

FLEETWOOD TRAVEL TRAILERS OF TEXAS, INC.

FLEETWOOD FOLDING TRAILERS, INC.

GOLD SHIELD, INC.

GOLD SHIELD OF INDIANA, INC.

HAUSER LAKE LUMBER OPERATION, INC.

CONTINENTAL LUMBER PRODUCTS, INC.

FLEETWOOD GENERAL PARTNER OF TEXAS, INC.

FLEETWOOD HOMES INVESTMENT, INC.

By: Boyd R. Plowman
Name: Boyd R. Plowman
Title: Senior Vice President and Chief Financial Officer

FRC BORROWERS:

FLEETWOOD RETAIL CORP.

FLEETWOOD RETAIL CORP. OF CALIFORNIA

FLEETWOOD RETAIL CORP. OF IDAHO

FLEETWOOD RETAIL CORP. OF KENTUCKY

FLEETWOOD RETAIL CORP. OF MISSISSIPPI

FLEETWOOD RETAIL CORP. OF NORTH CAROLINA

FLEETWOOD RETAIL CORP. OF OREGON

FLEETWOOD RETAIL CORP. OF VIRGINIA

By: Boyd R. Plowman
Name: Boyd R. Plowman
Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

Accepted and agreed as of
the day and year first above written:

BANK OF AMERICA, N.A.
as Agent

By: _____
Name:
Title:

FLEETWOOD GENERAL PARTNER OF TEXAS, INC.

FLEETWOOD HOMES INVESTMENT, INC.

By: _____
Name: Boyd R. Plowman
Title: Senior Vice President and Chief Financial Officer

FRC BORROWERS:

FLEETWOOD RETAIL CORP.

FLEETWOOD RETAIL CORP. OF CALIFORNIA

FLEETWOOD RETAIL CORP. OF IDAHO

FLEETWOOD RETAIL CORP. OF KENTUCKY

FLEETWOOD RETAIL CORP. OF MISSISSIPPI

FLEETWOOD RETAIL CORP. OF NORTH CAROLINA

FLEETWOOD RETAIL CORP. OF OREGON

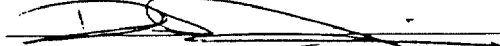
FLEETWOOD RETAIL CORP. OF VIRGINIA

By: _____
Name: Boyd R. Plowman
Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

Accepted and agreed as of
the day and year first above written:

BANK OF AMERICA, N.A.
as Agent

By: 
Name: RUTH Z. EDWARDS
Title: VICEPRESIDENT

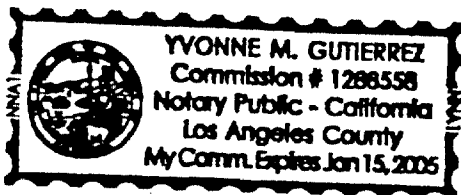
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On July 27, 2001, before me, Yvonne M. Gutierrez,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared Boyd R. Plowman
Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument
the person, or the entity upon behalf of which the person acted,
executed the instrument.



WITNESS my hand and official seal.

Yvonne M. Gutierrez
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and
could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY
SIGNER(S)

DESCRIPTION OF ATTACHED
DOCUMENT

Individual
Corporate Officer
Boyd R. Plowman
Title(s) Senior Vice President & Chief
Financial Officer

Title or Type of Document

Partner(s) Limited
General

Number of Pages

Attorney-In-Fact

Trustee(s)
Guardian/Conservator
Other:

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Guarantor - Fleetwood Enterprises, Inc.

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On July 27, 2001, before me, Yvonne M. Gutierrez,
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Personally appeared Boyd R. Plowman
Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and
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authorized capacity, and that by his signature on the instrument
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Yvonne M. Gutierrez
Signature of Notary Public

OPTIONAL

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could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)
DESCRIPTION OF ATTACHED DOCUMENT
Individual
Corporate Officer
Boyd R. Plowman
Title(s) Senior Vice President & Chief Title or Type of Document
Financial Officer
Partner(s) Limited
General
Attorney-In-Fact
Number of Pages
Trustee(s)
Guardian/Conservator
Other:
Date of Document
Signer is Representing:
Name of Person(s) or Entity(ies)
Guarantor - Fleetwood Enterprises, Inc.
Signer(s) Other Than Named Above

**Disclosure Schedules of
Fleetwood Enterprises, Inc. and Affiliates
(as of July 27, 2001)**

These disclosure schedules (the "**Disclosure Schedules**"), which consist of this cover page and all of the accompanying pages and attachments, are being delivered by Fleetwood Enterprises, Inc. ("**Fleetwood**"), Fleetwood Holdings, Inc. ("**Holdings**"), Fleetwood Retail Corp. ("**Retail**") and certain subsidiaries of Fleetwood, Holdings and Retail (collectively with Fleetwood, Holdings and Retail, the "**Grantors**") in connection with the execution and delivery of that certain Patent and Trademark Security Agreement, dated as of July 27, 2001 (the "**Patent Security Agreement**"), by and among Fleetwood, Holdings, Retail and the Subsidiaries of Holdings and Retail set forth on the signature pages of the Patent Security Agreement, and Bank of America, N.A., as Agent for the Lenders. Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedules shall have the respective meanings ascribed to such terms in the Patent Security Agreement. The introductory language and headings to each section of these Disclosure Schedules are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Patent Security Agreement.

Schedule I(a)

Registered U.S. Patents and Pending Patent Applications

Patents

PATENT NO.	REF. NO.	SERIAL NO.	PATENT NAME	DIVISION	ISSUED
4,746,164	FLE1-R19b		Boulder Floor Patent	Motor Homes	5/24/1988
D383,420	FLE1-AW40	29/056,969	Boulder Front Cap	Motor Homes	9/9/1997
D-384,915	FLE1-AW42	29/056,968	Discovery Front Cap	Motor Homes	10/14/1997
D388,745	FLE1-AW41	29/056,967	Flair Front Cap (Flair)	Motor Homes	1/6/1998
D-320,584	FLE1-X18		Combined Front Panel and Bumper Unit Exterior Surface	Motor Homes	10/8/1991
4,319,778	4101		Cab-Over Bed Structure	Motor Homes	3/16/1982
D-318,835	FLE1-X52		Front Bumper & Front Cap & Hood & Fender Assembly	Motor Homes	8/6/1991
5,588,377	FLE1-AN61	08/428,030	Convertible Table Configuration between Expanded & Compressed Positions		12/31/1996
323,314	FLE1-V42		Motorhome Dashboard	Motor Homes	1/21/1992
319,614	FLE1-V43		Motorhome Dashboard Folding Trailer with Hydraulic Lift System	Motor Homes	9/3/1991
5,505,515					9/3/1991
5,553,906	FLE1-AI34		Floor & Side Wall Connectors		9/10/1996
331,729	FLE1-AD74		Front Panel Unit Exterior Surface	Motor Homes	12/15/1992
334,358	FLE1-AB28		Front Panel Unit Exterior Surface	Motor Homes	3/30/1993
338,856	FLE1-AG04		Front Panel Unit Exterior Surface	Motor Homes	8/31/1993
337,972	FLE1-AD91		Front Panel Unit Exterior Surface	Motor Homes	8/3/1993
4,490,317	4004		Method & Apparatus for Manu- facturing Stress-Skin Panels		12/25/1984
5,501,504	FLE1-AL33		Power Platform	Motor Homes	3/26/1996
5,218,792	FLE1-V47		Body Construction	Motor Homes	6/15/1993
368,677	FLE1-AQ45		Front Cap & Hood Assembly	Motor Homes	4/9/1996
367,246	FLE1-A064		Front Cap & Hood Assembly	Motor Homes	2/20/1996

EXPIRED

338,432	FLE1-AE89	Motor Homes Ornamental Design	Motor Homes	8/17/1993
368,449	FLE1-AQ46	Rear Assembly	Motor Homes	4/2/1996
367,247	FLE1-AO72	Rear Assembly	Motor Homes	2/20/1996
	FLE1-100b	System for Providing Adjustable Occupant Space in Vehicle	Motor Homes	
4,187,653		Structural Members & Joints		2/12/1980
4,534,601	FLE1-AC13b	Lift Assembly for Movable Cabinet	Folding Trailers	8/13/1985
4,342,469		Trailer Suspension Systems		8/3/1982
4,188,047		Trailer Suspension Systems		2/12/1980
4,728,144	FLE1-R19a	Trailer Construction		3/1/1988
4,863,189 &	FLE1-300	Unitifed Floor Assembly		4/13/1993
334,729	FLE1-AB29	Vehicle Window Exterior Surface		
4,682,618		Canvass Retaining Assembly for Camping Trailer		7/28/1987
4,484,759		Hitch Assembly for a Single-Wheel Trailer		11/27/1984
3,738,705		Convertible Bunk Bed & Lounge Chair Assembly	Folding Trailers	EXPIRED
255,027	971484	Camper for Pick-up Truck	Folding Trailers	EXPIRED
5,172,519	FLE1-AC89	Stepper Door		5/20/1980
5,222,287		Compartment Door for RV	RV	12/22/1992
6,007,142	980766	Method of Making a Compartment Door for Recreational Vehicles		6/29/1993
5,237,782	FLE1-AB86	Folding Trailers w/Expandable Room	Folding Trailers	11/9/1999
6,135,526	990222	Slideable Room Assembly for RV	RV	8/24/1993
		Folding Step w/Integrated Storage Compartment for Folding Trailer		5/22/1998
4,192,542		A/C Mounting Assembly for a Camper Trailer	Folding Trailers	3/11/1998
4,040,654		Linkage for Hinged Tailgates		8/9/1977
4,826,235		Expandable Bed Assembly for Camping Trailer		5/2/1989
6,212,710	FLEI-BJ52	Improved Wallboard Joint Compound		5/15/2000
6,212,710	FLEI-BD88	Vehicle Bed Assembly	Folding Trailers	
5,979,972	990073	Folding Trailer w/integral Cargo	Folding Trailers	11/9/1999

6,203,097	980767 286	2,242,124 09/593,873	Platform Folding Trailers w/extendable Room Bed Support Mechanism Operating from a Standing Position	Canadian Folding Trailers	6/14/2000
D338,432 6,183,034	FLE1-AE89 FLEI-BD88	09/369,814 09/272,891	Ornamental Design Molded Unitary Front Cap Folding Vehicle Bed Assembly	Motor Homes Motor Homes Canadian	8/17/1993 2/6/2001
6,217,106	990884	09/407,409	Folding Trailers w/expandable Bed Assembly	Folding Trailers	9/29/1999
D 331,733 5,199,230 4,569,093 6,212,710 6,183,034	2145	60/258,972	Expandable Travel Trailer Motor home rear panel unit exterior surface Venetian blind storage assembly Seat structure Folding vehicle bed assembly Molded unitary front cap for a motor home	Folding Trailers	12/29/2000 12/15/1992 4/6/1993 2/11/1986 4/10/2001 2/6/2001
5,800,002			System for providing adjustable occupant space in a vehicle		9/1/1998
6,203,097		08/278,047	Folding trailer with bed support mechanism operated from a standing position Method and apparatus for efficiently storing fluids		3/20/2001
		2,242,124	Folding trailers with extendable room (Canada)		ABANDONED PENDING

RIGHTS ASSIGNED TO
HYDRA SLIDE IN OCT.
1989

Schedule II(a)

Registered U.S. Trademarks and Pending Applications

Trademarks

SLIDE-IN CAMPERS

TRADEMARK	REG NO.	SERIAL NO.	REF. NO.	TERMS	REG. DATE
ANGLER	1,912,449	74/487,911	EMP/2679,200009	10 YRS	8/15/1995
CARIBOU	1,660,744	74/134,647	EMP 31114/78317	10 YRS	10/15/1991
ELKHORN	1,736,411	74/260,682	EMP/2679/91043	10 YRS	12/1/1992

MISCELLANEOUS

CI LOGO		76/029,559	040401/1916965		FILED 4/00
FLEETWOOD RV		76/074,419	040401/196965		FILED 7/00
GATEWAY RV		75/864,058	040401/199122		FILED 8/00
RV	1,933,016	74/588,763	EMP/2679/215073	10 YRS	11/7/1995
WHOLESALER OUTFITTERS					ABANDONED
SPECSTONE	1,886,077	74/453,888			
SMART ROOM		75/686,192			
VERSACCOOL	2,049,537	74/590,899	EMP/31114/206590	10 YRS	3/28/1995
WALKABOUT	2,003,571	74/595,710	EMP/31114/215023	10 YRS	4/1/1997
DURA GLIDE	2,197,799	75/332,874	EMP/31114/226583	10 YRS	9/24/1996
QUALITY FOR LIFE	2,275,775	75/468,560	EMP/31114/244428	10 YRS	10/20/1998
SECOND IMPRESSIONS	2,373,716	75/523,663	40401/168625	10 YRS	9/7/1999
					8/1/2000

**MOTOR
HOMES**

TRADEMARKS	REG. NO.	SERIAL NO.	REF. NO	TERM	REG. DATE	RENEWAL
AMERICAN DREAM	1,892,065	74/487,910	EMP/2679/200146	10 YRS	5/2/1995	
AMERICAN EAGLE	1,759,144	74/113,288	EMP/2679/81573	10 YRS	3/16/1993	
AMERICAN HERITAGE	2,318,980	75/621,308	040401/175284	10 YRS	2/15/2000	REGISTERED
AMERICAN TRADITION	2,101,571	75/185,210	EMP/31114/214089	10 YRS	9/30/1997	
BOUNDER	1,407,614	581,502	EMP/2679/52040	20 YRS	9/2/1986	
C-SPORT	1,997,552	74/590,883	EMP/31114/216947	10 YRS	8/27/1996	
CORONADO	1,703,116	74/188,904	EMP/31114/245351	10 YRS	7/28/1992	CANCELLED
DISCOVERY	2,292,184	75/446,828			11/16/1999	
EXCURSION		76/258,361	040401/185798			
EXPEDITION		75/417,360	040401/169259		FILED 6/00	
EZ GLIDE	2,456,483	75/332,869	040401/169599	10 YRS	5/29/2001	TTAB proceeding pending
FIESTA		76/143,426	040401/204364		FILED 10/00	
FLAIR	1,673,389	74/160,403	EMP/2679/66336	10 YRS	1/28/1992	
JAMBOREE	983,735		EMP/2679/88667	20 YRS	5/14/1974	5/14/1994
NEXGEN		76/184,035	040401/185798		FILED 12/00	PENDING
PACE ARROW	887,034	72-290,657	EMP/2679/73183	20 YRS	3/3/1970	7/17/1990
PACE ARROW - CANADA	201,303				8/23/1974	EVERY 15 YEARS
SOUTHWIND	1,020,474	73-023,287	EMP/2679/20160	20 YRS	9/16/1975	9/16/1995
SOUTHWIND - CANADA	230,535				9/29/1978	EVERY 15 YEARS
SOUTHWIND STORM	1,942,635	74/614,530	EMP/2679/200123	10 YRS	12/19/1995	
TERRA		76/143,427	040401/20435			FILED INTENT 10/4/2000
TIOGA	940,353	72,414,439	EMP/2679/88380	20 YRS	8/8/1972	8/8/1992
TIOGA - CANADA	189,487				3/23/1973	EVERY 15 YEARS
TUFF COAT		76/131,263	040401/201689			FILED 9/13/00
VISION	1,982,313	74/670,413			6/25/1996	CANCELLED

FOLDING TRAILERS

TRADEMARK	REG. NO.	SERIAL NO.	REF. NO	TERM	REG. DATE	
AVALON	1,857,247	74/381,261	EMP/2679/96666	10 YRS	10/4/1994	
BACKSAVER		76/076,733	040401/198645			
BAYPORT	2,039,439	74/676,051	EMP/31114/217061	10 YRS	2/18/1997	
BRANDYWINE	• 946,678					
CAMPERCADDIE	1,753,929	74/221,435	EMP/2679/84545	10 YRS	2/23/1993	CANCELLED
CAPE COD	1,768,027	74/267,890			4/27/1993	FILED 7/00
CARAVAN		76/086,963	040401/199676			
CASA GRANDE			EMP/31114/236498			
CASA GRANDE		75/371,686				FILED INTENT TO USE
CEDAR	1,768,022	74/183,550				Filed 10/9/97 PENDING
CHESAPEAKE	1,738,231	74/260,416			4/27/1993	CANCELLED
COLORADO	1,739,691	74/260,418			12/8/1992	CANCELLED
DESTINY	2,031,373	74/497,326	EMP/31114/206849	10 YRS	12/15/1992	CANCELLED
EVERGREEN	1,742,250	74/183,547	EMP/2679/91029	10 YRS	1/21/1997	ABANDONED
FAIRVIEW	2,420,054	75/704,362	040401/181163		1/9/01	REGISTERED
FOUR SEASONS	1,784,830	74/283,532			7/27/1993	CANCELLED
GRANDVIEW	1,780,827	74/181,637			7/6/1993	CANCELLED
HURON (CANADA)	TMA 277,865	44384300			3/18/1983	EXPUNGED
MESA	2,232,759	75/241,733	EMP/31114/236536	10 YRS	3/6/1999	(Failed to Renew)
NATCHEZ		75/352,847				REGISTERED
NEWPORT	• 1,290,909					ABANDONED
PIONEER	1,741,170	74/248,606			8/21/1984	REGISTERED
REDWOOD		75/332850	EMP/31114/225742		12/22/1992	CANCELLED
RIO		75/241,749				FILED 7/30/97
ROYALE	1,738,214	74/183,549				ABANDONED
SAVANNAH	1,370,048	73/539,770			12/8/1992	CANCELLED
SENECA (STYLIZED)	1,759,748	74/241,230			11/12/1985	CANCELLED
SENECA	1,692,851	74/146,229			3/23/1993	CANCELLED
					6/9/1992	CANCELLED

TRADEMARK

REEL: 002355 FRAME: 0630

SENECA - CANADA	TMA253,004	443844			12/22/1995
SEQUOIA	• 1,216,606				11/16/1982
SHENANDOAH	• 1,290,042	73-441308			8/21/1984
STONY CREEK	1,908,352	74-553,502	EMP/2679/215071	10 YRS	8/1/1995
SUN RIDGE	2,166,480		EMP/31114/221577	20 YRS	6/16/1998
SUN VALLEY	• 1,224,140	73-296429			12/7/1982
SWING LEVEL	1,789,284	74/260,417	EMP/2679/94768	10 YRS	8/24/1993
TACOMA		72/243,167			FILED 2/12/97 ABANDONED
TACOMA		75/835,864	040401/191685		FILED 5/1/01 PENDING
TAOS	2,051,454	74/690,739	EMP/31114/214649	10 YRS	4/8/1997
TARA	1,370,049	73/739,770			11/12/1985
THUNDER BAY		75/885,672	040401/191674		
ULTRA GLIDE-OUT	2,412,756	75/333,962	EMP/31114/236426		FILED 7/31/97 REGISTERED
WILLIAMSBURG	• 1,264,152	73-296429			2/9/1981
YOSEMITE	1,849,212	74/366,753	EMP/2679/99612	10 YRS	8/9/1994

TRAVEL TRAILERS

TRADEMARK	REG. NO.	SERIAL NO.	REF. NO.	TERM	REG. DATE	RENEWAL
AVION	1,096,646			20 YRS	11/14/1981	FILED 10/00
AVION PLATINUM		76/131,261	040401/203177			
DAKOTA		76/093,027	040401/200167		FILED 8/00	
DURA GLIDE	2,197,799	75/332,874			10/20/1998	REGISTERED
LYNX		76/093,026	040401/198647		FILED 8/00	
MALLARD	880,791				FILED 7/30/97	PURCHASED 7/8/93
MALLARD FEATHER		75/761,228				ABANDONED
MISCELLANEOUS DESIGN	1,074,504		EMP/31114/30252		10/4/1977	10/4/1997
MYSTIQUE		76/249,583	040401/214226		FILED 5/10/01	
ODYSSEY		76/239,134	040401/1214224		FILED 4/11/01	PENDING
PLATINUM		74/473,169			FILED 12/27/93	ABANDONED
PLATINUM						
AVION PLATINUM		76/131,261			FILED 9/19/00	PENDING
PROWLER	840,345	264,661		20 YRS	12/12/1967	12/12/1987
PROWLER - CANADA	188,791				2/23/1973	EVERY 15 YEARS
PROWLER PRIDE		76/266,080	040401/1234689			
SAVANNA	1,888,368	74/483,273			4/11/1995	REGISTERED
STAR DESIGN	1,074,504	111,629		20 YRS	10/4/1977	
TERRY	1,082,441	111,628	EMP/31114/35089	20 YRS	1/17/1978	1/17/1998
TERRY & DESIGN - CANADA	191,275				5/25/1973	EVERY 15
TERRY TRAVEL-PAK AND DESIGN (CANADA)		35526600			11/30/1973	REGISTERED
TERRY TRAVEL-PAK MODEL FOR AROUND THE COMPASS CONVENIENCE						
TRIUMPH	808,385	72/218,098			5/17/1966	EXPIRED
VINTAGE		76/266,081	040401/234335		FILED 5/18/01	
WESTPORT	1,930,572	76/131,262	040401/203180		FILED 9/2000	
WILDERNESS	940,352	74/453,887	EMP/2679/200152	10 YRS	10/31/1995	
YUKON		414,382	EMP/2679/88379	20 YRS	8/8/1972	8/8/1992
		76/093,025	040401/1998648		FILED 8/2000	

TRADEMARK

REEL: 002355 FRAME: 0632

MANUFACTURED HOUSING

TRADEMARK	REG. NO.	SERIAL NO.	REF. NO.	TERM	REG. DATE	RENEWAL
BARRINGTON	897,664	72/318/485	EMP/2679/76805	10 YRS	9/1/1970	EXPUNGED/ (Failed to Renew) REGISTERED 4/17/93
BARRINGTON (CANADA)	TMA 196,450	35029200			12/28/1973	
BEACON HILL	1,458,232	73/610,903			9/22/1987	
BERKSHIRE	957,220	72,409,785	EMP/2679/88470	20 YRS	4/17/1973	
BRIARWOOD	1,322,045	73/478,142	EMP/2679/40619	20 YRS	2/26/1985	
BRITTANY MANOR	1,938,695	74/6114,532	EMP/2679/217063	10 YRS	22/28/95	
BRITTANY PARK	1,556,748	786,047	EMP/2679/71142	20 YRS	9/19/1989	
BROOKFIELD	1,122,755	183,829		20 YRS	7/24/1979	
BROADMORE	749,026	150,045		20 YRS	5/7/1963	5/7/93
BROADMORE - CANADA	188,790	35209800			2/23/1973	EVERY 15 YRS
CAREGARD	1,851,990	74/331,748	EMP/2679/96948	10 YRS	8/30/1994	
CARRIAGE HILL	1,502,962	73/709,336	EMP/2679/64027	20 YRS	9/16/1988	
CELEBRATION	2,276,533	75/350,872	EMP/31114/236481	10 yrs	9/7/1999	FILED 9/3/97
CHADWICK	1,674,244	74/151,831	EMP/2679/83514	10 YRS	2/4/1992	
CHAPARRAL		75/574,204				PENDING
CORONADO	1,713,685	74/1136,803	EMP/2679/82276	10 YRS	9/8/1992	
CROWNPOINTE	1,113,551	174,789		20 YRS	2/20/1979	
DARE TO COMPARE	2,437,036	76/007,424	040401/193587			FILED 9/00
DEER CREEK	2,423,899	75/588,706	040401/172176	10 YRS	1/23/2001	
DESERT VILLA	2,455,788	75/500,292	040401/169,267	10 YRS	5/29/2001	FILED 6/98
DREAM MANOR	1,938,692	74,614,45	EMP/2679/217017	10 YRS	11/28/1995	
DREAM PARK	1,407,616	581,578	EMP/2679/52024	20 YRS	9/2/1986	
EAGLE	2,251,708	75,208,343	EMP/31114/225683			
EAGLE TRACE	1,640,399	74-071,633	EMP/31114/76848	10 YRS	4/9/1991	6/29/2001
EDGEWOOD	1,288,889	400,633	EMP/2679/30153	20 YRS	8/7/1984	
EXCALIBUR		75/554,439	040401/169878		FILED 9/3/98	
FARMINGTON HILL	1,638,299	74/059,443	EMP/2679/78250	10 YRS	3/19/1991	
FESTIVAL	906,536	72-349,271	EMP/2679/82248	20 YRS	1/26/1971	4/9/1991

TRADEMARK

REEL: 002355 FRAME: 0633

FESTIVAL (Stylized) (Canada)	TMA 187,424	35029100	EMP/2679/88528	20 YRS	12/22/1972	EXPUNGED/ (Failed to Renew)
FLEETWOOD	964,053	72-421,240	EMP/2679/88528	20 YRS	7/17/1973	7/17/1993
FLEETWOOD - CANADA	189,854			20 YRS	4/3/1973	EVERY 15 YRS
FLEETWOOD HOMES	2,055,052	75/101,183	EMP/31114/221893	10 YRS	4/22/1997	
GLENBROOK	941,867	418,724	EMP/2679/88392	20 YRS	8/29/1972	8/29/1992
GLENBROOK - CANADA	190,150				4/13/1973	EVERY 15 YRS
GREEN HILL	1,275,063	421,812		20 YRS	4/24/1984	
HARBOR SPRINGS	1,639,024	74-071,232	EMP/2679/96849	10 YRS	3/26/1991	6/26/2001
HICKORY HILL	1,673,387	74/155,121	EMP/2679/83515	10 YRS	1/28/1992	
HIGHLAND PARK	1,419,929	581,579	EMP/2679/52072	20 YRS	12/9/1986	
LAKE POINTE	1,500,455	700,678	EMP/2679.59892	20 YRS	8/16/1988	
LAKE SPRINGS	1,638,306	74-066,527	EMP/31114/78257	10 YRS	3/19/1991	6/26/2001
MEADOW BROOK		75/843,741	040401/191882			FILED 11/99
MEDFORD	1,288,888	400,043	EMP/2679/29492	20 YRS	8/7/1984	
OAK GROVE	1,636,836	74-059,376	EMP/31114/59740	10 YRS	3/5/1991	
OAK KNOLL	1,736,604	74-260,474	EMP/2679/40618	10 YRS	12/1/1992	
OAKLAND	1,738,349	74/260,688	EMP/2679/20171	10 YRS	12/8/1992	
PARK PLACE	1,616,645	74-026,917	EMP/2679/73176	10 YRS	10/9/1990	
QUALITY FOR LIFE	2,275,775	75-468,560	0404401/169252	10 yrs	9/7/1999	
REFLECTION	1,565,806	792,096	EMP/2679/66001	20 YRS	11/14/1989	
RIVERKNOLL	1,386,737	555,180	EMP/7076/48960	20 YRS	3/18/1986	
SADDLE BROOK	1,646,780	74-073,002	EMP/2679/63990	10 YRS	6/4/1991	
SANDALWOOD	1,622,384	74-031,038	EMP/2679/73180	10 YRS	11/13/1990	
SANDPOINTE	980,269	72-450,858	EMP/2679/88650	20 YRS	3/12/1974	3/12/1994
SECOND IMPRESSIONS	2,373,716	75-523,663	040401/168625	10 YRS	8/1/2000	
SEDONA			EMP/31114/254755			
SEDONA (Stylized)	1,776,422	74/241,231			6/15/1993	REGISTERED
SEDONA	1,699,782	74/150,401			7/7/92	CANCELLED
SILVER RIDGE		75/574,205	04040L/171844		Filed 10/20/98	
SPRING HILL	1,159,078	245,569		20 YRS	6/30/1981	
STONE CREEK	1,632,287	74/052,838			1/22/91	CANCELLED
STONERIDGE	1,427,391	586,818	EMP/2679/52092	20 YRS	2/3/1987	
SUNCREST	966,938	72-416,139	EMP/2679/88552	20 YRS	8/23/1973	8/28/1992
SUNPOINTE	1,616,643	74/024,762	EMP/2679,73172	10 YRS	10/9/1990	renewed 2011

ADDITIONAL MARKS

TRADEMARK	REG. NO.	SERIAL NO.	REF. NO.	TERM	REG. DATE	RENEWAL
VENTURE		76/239,133				ABANDONED
FLEETWOOD REVOLUTION		76/230,122				PENDING
INDEPENDENCE		75/787,417				ABANDONED
OAK MANOR		74/614,533				ABANDONED
OUTBACK		74/590,884				ABANDONED
DYNO		74/559,808				ABANDONED
AMERICAN FLYER		74/551,100				ABANDONED
AMERICAN INDEPENDENCE		74/507,164				ABANDONED
BUCKSKIN		74/487,912				ABANDONED
WHITE TAIL		74/487,913				ABANDONED
STERLING		74/487,914				ABANDONED
STERLING LUXURY		74/483,200				ABANDONED
CALYPSO		74/320,334				ABANDONED
RIO GRANDE	1,776,426	74/317,045			6/15/1993	CANCELLED
JOEY		74/306,642				ABANDONED
TANGLEWOOD		74/5266,234				ABANDONED
RAINIER		74/260,415				ABANDONED
CARRI-ALL		74/260,690				ABANDONED
CEDAR AND DESIGN	1,764,377	74/241,229			4/13/1993	CANCELLED
CARRARA PARK		74/176,311				ABANDONED
STONE CREEK	1,674,245	74/158,942			2/4/1992	REGISTERED
AVALON		74/146,230				ABANDONED
COLORADO SPORT	1,711,523	74/146,231			9/1/1992	CANCELLED
CAMPER LUGGAGE		74/146,248				ABANDONED
ARCADIA	1,709,309	74/100,471			8/18/1992	CANCELLED
CAMBRIA	1,649,416	74/084,766			7/2/1991	CANCELLED
HICKORY HILL	1,631,519	74/046,621			1/15/1991	CANCELLED
LARAMIE	1,645,925	74/038,356			5/1/1991	CANCELLED

ROANOKE	1,629,068	74/038,362	12/25/1990	CANCELLED
PLANTATION	1,629,069	74/038,421	12/25/1990	CANCELLED
BALBOA PARK	1,617,537	74/033,202	10/16/1990	CANCELLED
ALEXIS PARK	1,617,538	74/033,318	10/16/1990	CANCELLED
CHAPEL HILL	1,617,536	74/027,313	10/16/1990	CANCELLED
AUBURN	1,645,117	74/019,950	5/21/1991	CANCELLED
EXPRESSION	1,586,671	73/818,750	8/11/1989	CANCELLED
GLENEAGLE	1,587,682	73/818,752	3/20/1990	CANCELLED
IMPRESSION	1,559,747	73/786,046	3/13/1989	CANCELLED
HERITAGE POINTE		73/786,048		ABANDONED
FOREST PARK	1,556,747	73/786,045	9/19/1989	CANCELLED
VANITY PARK	1,502,112	73/699,896	8/30/1988	CANCELLED
SOUTHERN MANOR	1,495,024	73/686,252	7/5/1988	CANCELLED
DELTA MANOR	1,495,025	73/686,253	7/5/1988	CANCELLED
BOUNDER AND DESIGN	1,438,547	73/581,504	5/5/1987	REGISTERED
OAK KNOLL	1,322,043	73/478,140	2/26/1985	CANCELLED
OAKLAND	1,322,044	73/478,141	2/26/1985	CANCELLED
CHADWICK	1,376,605	73/478,143	12/24/1985	CANCELLED
TUFF-WOOD	1,315,810	73/478,144	1/22/1985	(Suppl. Register)
MEADOWBROOK	1,322,046	73/478,145	2/26/1985	CANCELLED
FLEETWOOD AND DESIGN	1,141,276	73/206,408	11/11/1980	RENEWED
FLAIR	1,080,307	73/122,873	12/27/1977	CANCELLED
CORONADO	1,149,722	73/098,411	3/31/81	CANCELLED
TAURUS AND DESIGN	1,019,031	72/405,795	8/26/1976	EXPIRED
TERRY T AND DESIGN	809,177	72/218,096	5/31/1966	EXPIRED
TERRY AND DESIGN	808,384	72/218,097	5/17/1966	RENEWED
B AND DESIGN	791,703	72/202,141	6/29/1965	EXPIRED
F AND DESIGN	792,500	72/202,142	7/13/1965	EXPIRED
AVION AND DESIGN	723,795	72/113,477	11/14/1961	RENEWED
HIGHLAND PARK (CANADA)	TMA 423,392	43902000	4/18/1980	EXPUNGED
JAMBOREE	TMA 230,534	40907000	9/29/1978	(Failed to Renew)
TAURUS AND DESIGN (CANADA)	TMA 230,536	40907200	9/29/1978	REGISTERED
GETTYSBURG	964,052	72/421,169	7/17/1973	REGISTERED
				EXPIRED

VALLEY FORGE
MISCELLANEOUS DESIGN
Mallard Duck Design

987,232

869,973

72/421,168

72/307,655

7/2/1974

5/27/1969

EXPIRED

RENEWED

Schedule II(b)

Unregistered U.S. Trademarks

None.

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Research Report



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1992
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August 21, 1992

WRITER'S DIRECT DIAL NO.

*NOT ADMITTED IN D.C.

Hon. Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Attention of Assignment Branch

Re: Change of Name of Coleman Recreation Vehicles, Inc. to
Fleetwood Folding Trailers, Inc.
Our Ref: EMP/2679/73715

Sir:

Please record the attached Certificate of Amendment to the
Certificate of Incorporation of Coleman Recreation Vehicles, Inc.
changing the name of the corporation to Fleetwood Folding
Trailers, Inc. against the registrations set forth in Appendix A.

Our check in the amount of \$215.00 is enclosed. In the
event that the fee is inadequate, please charge the balance to
Account No. 03-3975, Order No. 2679/73715.

Respectfully submitted,

CUSHMAN, DARBY & CUSHMAN

By Edward M. Prince
Edward M. Prince

EMP:RB
Enclosures

89127063

100 TW 08/31/92 178
100 TW 08/31/92 178

0 481 40.00 CK
0 482 175.00 CK

SEP - 1 11 13 53
TRADEMARK

REEL 890 FRAME 926



State of DELAWARE

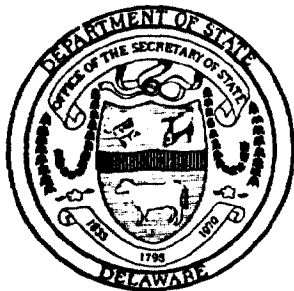


Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Amendment _____
filed in this office on _____ December 28, 1989 _____

TRADEMARK

REEL 0890 FRAME 927



Michael Harkins

Michael Harkins, Secretary of State

BY: *V. Comer*

DATE: April 24, 1990

89935320
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
COLEMAN RECREATION VEHICLES, INC.

FILED
4:30 PM
DEC 28 1989

Pursuant to Section 242 of the General Corporation Law of the State of Delaware

Coleman Recreation Vehicles, Inc., a Delaware corporation (hereinafter called the "Corporation"), does hereby certify as follows:

Article FIRST of the Corporation's Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

FIRST: The name of the corporation is Fleetwood Folding Trailers, Inc.

The foregoing amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Coleman Recreation Vehicles, Inc. has caused this Certificate to be duly executed in its corporate name this 28th day of December, 1989.

COLEMAN RECREATION VEHICLES, INC.

Donald P. Smith
Name: Donald P. Smith
Title: Secretary
Date: June 10 '89

By: *Mark L. Wilson*
Name: Mark L. Wilson
Title: Vice President

ATTEST:

By: *Glenn P. Dickes*
Name: Glenn P. Dickes
Title: Assistant Secretary

REEL 0890 FRAME 928
TRADEMARK

Appendix A

RECORDED
PATENT AND TRADEMARK
OFFICE

AUG 21 1992

REGISTRATIONS TRANSFERRED FROM
COLEMAN RECREATION VEHICLES, INC. TO
FLEETWOOD FOLDING TRAILERS, INC.

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
BRANDYWINE	946,678	Nov. 7, 1972
GETTYSBURG	964,052	July 17, 1973
NEWPORT	1,290,909	Aug. 21, 1984
SEQUOIA	1,216,606	Nov. 16, 1982
SHENANDOAH	1,219,042	Dec. 7, 1982
SUN VALLEY	1,224,140	Jan. 18, 1983
VALLEY FORGE	987,232	July 2, 1974
WILLIAMSBURG	1,264,152	Jan. 17, 1984

TRADEMARK

REEL 0890 FRAME 929

TRADEMARK

REEL: 002355 FRAME: 0646

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