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| Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | RECORDATIO TRADE | |  | | MENT OF COMMERCE nt and Trademark Office | |
| | | 102152387 | | | | | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | | | | | | |
| 1. Name of conveying party(ies): <i>Fleetwood Enterprises, Inc.</i> | | | | 2. Name and address of receiving party(ies) Name: <i>Bank of America, N.A.</i> Internal Address: Street Address: <i>55 S. Lake Ave., Ste 900</i> City: <i>Pasadena</i> State: <i>CA</i> Zip: <i>91101</i> | | | |
| <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other | | | | <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <i>national banking assoc.</i> | | | |
| Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 3. Nature of conveyance: <i>exec. 7-27-2001</i> | | | | | | | |
| <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <i>Corrective document to correct nature of conveyance from assignment to security agreement, previously recorded at reel 002352.</i> | | | | | | | |
| 4. Application number(s) or registration number(s): | | | | FRAME 0697. | | | |
| A. Trademark Application No.(s) <i>76029559 75864058</i> <i>76074419</i> | | | | B. Trademark Registration No.(s) <i>1912449 1736411</i> <i>1660744 1933016</i> | | | |
| Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <i>Deborah E. Taylor</i> Internal Address: <i>40 Latham & Watkins</i> Street Address: <i>633 W. 5th St, # 4000</i> City: <i>Los Angeles</i> State: <i>CA</i> Zip: <i>90071</i> | | | | 6. Total number of applications and registrations involved: 29 | | | |
| | | | | 7. Total fee (37 CFR 3.41).....\$ <i>5490.00</i> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account | | | |
| | | | | 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) | | | |
| DO NOT 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. | | | | | | | |
| <i>Deborah E. Taylor</i> Name of Person Signing | | | | <i>Deborah E. Taylor</i> Signature | | <i>7/16/02</i> Date | |
| Total number of pages including cover sheet, attachments, and document: 78 | | | | | | | |

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

07/18/2002 6TON11 00000187 76029559

01 FC:481 40.00 DP
02 FC:482 5450.00 DP

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/98
OMB 0851-0027

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

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Fleetwood Enterprises, Inc.

07 27 2001

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization _____

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 55 S. Lake Ave., Ste. 900

Address (line 2) _____

Address (line 3) Pasadena
City

CA, USA
State/Country

91101
Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other national banking association

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 the Assignment.)

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)

| | | |
|-----------------|-----------------|-----------------|
| <u>75686192</u> | <u>76076733</u> | <u>75835864</u> |
| <u>76258361</u> | <u>76086963</u> | <u>75885672</u> |
| <u>75417360</u> | <u>75371686</u> | <u>76131261</u> |
| <u>76143426</u> | <u>75352847</u> | <u>76093027</u> |
| <u>76184035</u> | <u>75332850</u> | <u>76093026</u> |
| <u>76143427</u> | <u>75241749</u> | <u>75761228</u> |
| <u>76131263</u> | <u>72243167</u> | <u>76249583</u> |

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| <u>1886077</u> | <u>1759144</u> | <u>2456483</u> |
| <u>2049537</u> | <u>2318980</u> | <u>1673389</u> |
| <u>2003571</u> | <u>2101571</u> | <u>983735</u> |
| <u>2197799</u> | <u>1407614</u> | <u>887034</u> |
| <u>2275775</u> | <u>1997552</u> | <u>201303</u> |
| <u>2373716</u> | <u>1703116</u> | <u>1020474</u> |
| <u>1892065</u> | <u>2292184</u> | <u>230535</u> |

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| <u>906536</u> | <u>1419929</u> | <u>1616645</u> |
| <u>964053</u> | <u>1500455</u> | <u>2275775</u> |
| <u>2055052</u> | <u>1638306</u> | <u>1565806</u> |
| <u>941867</u> | <u>1288888</u> | <u>1386737</u> |
| <u>1275063</u> | <u>1636836</u> | <u>1646780</u> |
| <u>11639024</u> | <u>1736604</u> | <u>1622384</u> |
| <u>11673387</u> | <u>1738349</u> | <u>980269</u> |

TRADEMARK

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Composed of _____

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Citizenship/State of Incorporation/Organization _____

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| <u>1149722</u> | | |
| <u>1019031</u> | | |
| <u>809177</u> | <u>869973</u> | |
| <u>808384</u> | | |
| <u>791703</u> | | |
| <u>792500</u> | | |
| <u>723795</u> | | |

7-23-0

08-28-2001

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



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

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

| | | | |
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| <p>1. Name of conveying party(ies): <u>Fleetwood Enterprises, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | <p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Bank of America, N.A.</u> Internal Address: _____ Street Address: <u>55 S. Lake Ave., Ste 900</u> City: <u>Pasadena</u> State: <u>CA</u> Zip: <u>91101</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <u>23 200</u> <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>national banking assoc.</u></p> <p>If assignee is not domiciled in the United States, domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p> | | | |
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76029559</u> <u>75864058</u> <u>76074419</u></p> <p>B. Trademark Registration No.(s) <u>1912449</u> <u>1736411</u> <u>1660744</u> <u>1933016</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |
| <p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Deborah E. Taylor</u> Internal Address: <u>c/o Latham & Watkins</u> _____ _____ Street Address: <u>633 W. 5th St., #4000</u> _____ City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p> | | <p>6. Total number of applications and registrations involved: <u>219</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>5490.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> | |
| DONOT USE THIS SPACE | | | |
| <p>9. Statement and signature.</p> <p>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.</p> <p><u>Deborah E. Taylor</u> <u>Deborah E. Taylor</u> <u>8/20/01</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></p> <p>Mail documents to be recorded with the required coversheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231</p> | | | |

06/28/2001 13:12:21 00000001 76029559
01 FC:401 46.00 DP
02 FC:402 5458.00 DP

TRADEMARK
REEL: 002352 FRAME: 0697

TRADEMARK
REEL: 002511 FRAME: 0847

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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07272001

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Other

Citizenship State of Incorporation/Organization

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Composed of

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| | | |
|-----------------|-----------------|-----------------|
| <u>76239134</u> | <u>75574204</u> | <u>76169099</u> |
| <u>74473169</u> | <u>75554439</u> | <u>76239133</u> |
| <u>76131261</u> | <u>75843741</u> | <u>76230122</u> |
| <u>76266080</u> | <u>75574205</u> | <u>75787417</u> |
| <u>76266081</u> | <u>75704361</u> | <u>74614533</u> |
| <u>76131262</u> | <u>75588707</u> | <u>74590884</u> |
| <u>76093025</u> | <u>75843742</u> | <u>74559808</u> |

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| <u>1942635</u> | <u>1768027</u> | <u>1784830</u> |
| <u>940353</u> | <u>1768022</u> | <u>1780827</u> |
| <u>189487</u> | <u>1738231</u> | <u>2232759</u> |
| <u>1982313</u> | <u>1739691</u> | <u>1741170</u> |
| <u>1857247</u> | <u>2031373</u> | <u>1738214</u> |
| <u>2039439</u> | <u>1742250</u> | <u>1370048</u> |
| <u>1753929</u> | <u>2420054</u> | <u>1759748</u> |

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FORM PTO-1618C
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OMB 0651-0027

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Trademark Application Number(s)

Registration Number(s)

| | | |
|-----------------|------------------|----------------------|
| <u>74551100</u> | <u>74306642</u> | <u>73786048</u> |
| <u>74507164</u> | <u>745266234</u> | <input type="text"/> |
| <u>74487912</u> | <u>74260415</u> | <input type="text"/> |
| <u>74487913</u> | <u>74260690</u> | <input type="text"/> |
| <u>74487914</u> | <u>74176311</u> | <input type="text"/> |
| <u>74483200</u> | <u>74146230</u> | <input type="text"/> |
| <u>74320334</u> | <u>74146248</u> | <input type="text"/> |

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| <u>1692851</u> | <u>1849212</u> | <u>1074564</u> |
| <u>1908352</u> | <u>1096646</u> | <u>1082441</u> |
| <u>2166480</u> | <u>2197799</u> | <u>808385</u> |
| <u>1789284</u> | <u>880791</u> | <u>1930572</u> |
| <u>2051454</u> | <u>1074504</u> | <u>940352</u> |
| <u>1370049</u> | <u>840345</u> | <u>897664</u> |
| <u>2412756</u> | <u>1888368</u> | <u>1458232</u> |

TRADEMARK

REEL: 002511 FRAME: 0850

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| <u>957220</u> | <u>1502962</u> | <u>2455788</u> |
| <u>1322045</u> | <u>2276533</u> | <u>1938692</u> |
| <u>1938695</u> | <u>1674244</u> | <u>1407616</u> |
| <u>1556748</u> | <u>1713685</u> | <u>2251708</u> |
| <u>1122755</u> | <u>1113551</u> | <u>1640399</u> |
| <u>749026</u> | <u>2437036</u> | <u>1288889</u> |
| <u>1851990</u> | <u>2423899</u> | <u>1638299</u> |

TRADEMARK

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| <u>941867</u> | <u>1288888</u> | <u>1386737</u> |
| <u>1275063</u> | <u>1636836</u> | <u>1646780</u> |
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Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership
 Corporation Association

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 the Assignment.)

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Fleetwood Enterprises, Inc.

07272001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 55 S. Lake Ave., Ste 900

Address (line 2)

Address (line 3) Pasadena CA, USA 91101
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other national banking assoc.

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 the Assignment.)

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)

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TRADEMARK

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Enter Additional Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

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Address (line 3)

- Individual
 General Partnership
 Limited Partnership
 Corporation
 Association
 Other
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Trademark Application Number(s)

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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

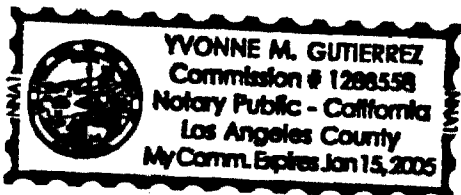
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 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

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
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:
Number of Pages
Date of Document
Signer is Representing:
Name of Person(s) or Entity(ies)
Guarantor - Fleetwood Enterprises, Inc.
Signer(s) Other Than Named Above

SCHEDULE I(a)

REGISTERED U.S. PATENTS AND PENDING PATENT APPLICATIONS

SCHEDULE II(a)

REGISTERED U.S. TRADEMARKS AND PENDING APPLICATIONS

SCHEDULE II(b):

UNREGISTERED U.S. TRADEMARKS

**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 | | Bounder Floor Patent | Motor Homes | 5/24/1988 |
| D383,420 | FLE1-AW40 | 29/056,969 | Bounder 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 | | | Floor & Side Wall Connectors | | 9/10/1996 |
| 5,553,906 | FLE1-AI34 | | Front Panel Unit Exterior Surface | Motor Homes | 12/15/1992 |
| 331,729 | FLE1-AD74 | | Front Panel Unit Exterior Surface | Motor Homes | 3/30/1993 |
| 334,358 | FLE1-AB28 | | Front Panel Unit Exterior Surface | Motor Homes | 8/31/1993 |
| 338,856 | FLE1-AG04 | | Front Panel Unit Exterior Surface | Motor Homes | 8/3/1993 |
| 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

TRADEMARK

REEL: 002511 FRAME: 0877

| | | | | |
|-------------|------------|---|------------------|------------|
| 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 Structural Members & Joints | Motor Homes | 2/12/1980 |
| 4,187,653 | | | | |
| 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 | Unified Floor Assembly | | 4/13/1993 |
| 334,729 | FLE1-AB29 | Vehicle Window Exterior Surface Canvass Retaining Assembly for Camping Trailer | | 7/28/1987 |
| 4,682,618 | | Hitch Assembly for a Single-Wheel Trailer | | 11/27/1984 |
| 4,484,759 | | Convertible Bunk Bed & Lounge | Folding Trailers | EXPIRED |
| 3,738,705 | | Chair Assembly | | EXPIRED |
| 255,027 | 971484 | Camper for Pick-up Truck | Folding Trailers | 5/20/1980 |
| 5,172,519 | FLE1-AC89 | Stepper Door | | 12/22/1992 |
| 5,222,287 | | Compartment Door for RV | RV | 6/29/1993 |
| 6,007,142 | 980766 | Method of Making a Compartment Door for Recreational Vehicles | | 11/9/1999 |
| 5,237,782 | FLE1-AB86 | Folding Trailers w/Expandable Room | Folding Trailers | 8/24/1993 |
| 6,135,526 | 990222 | Slideable Room Assembly for RV | RV | 5/22/1998 |
| | | Folding Step w/Integrated Storage Compartment for Folding Trailer | | |
| 4,192,542 | | A/C Mounting Assembly for a Camper Trailer | Folding Trailers | 3/11/1998 |
| 4,040,654 | | Linkage for Hinged Tailgates Expandable Bed Assembly for Camping Trailer | | 8/9/1977 |
| 4,826,235 | | Improved Wallboard Joint Compound | | 5/2/1989 |
| 6,212,710 | FLEI-BJ52 | Vehicle Bed Assembly | Folding Trailers | 5/15/2000 |
| 6,212,710 | FLEI-BD88 | Folding Trailer w/integral Cargo | Folding Trailers | 11/9/1999 |
| 5,979,972 | 990073 | | | |

| Platform | 980767 | 2,242,124 | 980767 | 2,242,124 | Folding Trailers w/extendable Room | Canadian | 6/14/2000 |
|-----------|-----------|------------|--------|-----------|--|------------------|------------|
| | 286 | 09/593,873 | | | Bed Support Mechanism Operating from a Standing Position | Folding Trailers | |
| D338,432 | FLE1-AE89 | 09/369,814 | | | Ornamental Design | Motor Homes | 8/17/1993 |
| 6,183,034 | FLEI-BD88 | 09/272,891 | | | Molded Unitary Front Cap | Motor Homes | 2/6/2001 |
| | | | | | Folding Vehicle Bed Assembly | Canadian | |
| 6,217,106 | 990884 | 09/407,409 | | | Folding Trailers w/expandable Bed Assembly | Folding Trailers | 9/29/1999 |
| D 331,733 | 2145 | 60/258,972 | | | Expandable Travel Trailer | Folding Trailers | 12/29/2000 |
| 5,199,230 | | | | | Motor home rear panel unit exterior surface | | 12/15/1992 |
| 4,569,093 | | | | | Venetian blind storage assembly | | 4/6/1993 |
| 6,212,710 | | | | | Seat structure | | 2/11/1986 |
| 6,183,034 | | | | | Folding vehicle bed assembly | | 4/10/2001 |
| | | | | | Molded unitary front cap for a motor home | | 2/6/2001 |
| 5,800,002 | | | | | System for providing adjustable occupant space in a vehicle | | 9/1/1998 |
| 6,203,097 | | | | | Folding trailer with bed support mechanism operated from a standing position | | |
| | | 08/278,047 | | | 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 040401/199122 | | FILED 7/00 FILED 8/00 |
| GATEWAY RV | | 75/864,058 | | | |
| RV | 1,933,016 | 74/588,763 | EMP/2679/215073 | 10 YRS | 11/7/1995 |
| WHOLESALE OUTFITTERS | | | | | ABANDONED |
| SPECSTONE | 1,886,077 | 74/453,888 | | | |
| SMART ROOM | | 75/686,192 | | | |
| VERSACOO | 2,049,537 | 74/590,899 | | | |
| WALKABOUT | 2,003,571 | 74/595,710 | EMP/31114/206590 | 10 YRS | 3/28/1995 |
| DURA GLIDE | 2,197,799 | 75/332,874 | EMP/31114/215023 | 10 YRS | 4/1/1997 |
| QUALITY FOR LIFE | 2,275,775 | 75/468,560 | EMP/31114/226583 EMP/31114/244428 | 10 YRS 10 YRS | 9/24/1996 10/20/1998 9/7/1999 |
| SECOND IMPRESSIONS | 2,373,716 | 75/523,663 | 40401/168625 | 10 YRS | 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/3114/216947 | 10 YRS | 8/27/1996 | |
| CORONADO | 1,703,116 | 74/188,904 | | | 7/28/1992 | CANCELLED |
| DISCOVERY | 2,292,184 | 75/446,828 | EMP/31114/245351 | 10 YRS | 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 |
| CAPE COD | 1,768,027 | 74/267,890 | | | 4/27/1993 |
| CARAVAN | | 76/086,963 | 040401/199676 | | CANCELLED |
| CASA GRANDE | | | EMP/3114/236498 | | FILED 7/00 |
| 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 |
| FAIRVIEW | 2,420,054 | 75/704,362 | 040401/181163 | | ABANDONED |
| FOUR SEASONS | 1,784,830 | 74/283,532 | | | REGISTERED |
| GRANDVIEW | 1,780,827 | 74/181,637 | | | CANCELLED |
| HURON (CANADA) | TMA 277,865 | 44384300 | | | CANCELLED |
| MESA | 2,232,759 | 75/241,733 | EMP/31114/236536 | 10 YRS | 7/6/1993 |
| NATCHEZ | | 75/352,847 | | | EXPUNGED |
| NEWPORT | • 1,290,909 | | | | (Failed to Renew) |
| PIONEER | 1,741,170 | 74/248,606 | | | REGISTERED |
| REDWOOD | | 75/332850 | EMP/31114/225742 | | ABANDONED |
| RIO | | 75/241,749 | | | REGISTERED |
| ROYALE | 1,738,214 | 74/183,549 | | | CANCELLED |
| SAVANNAH | 1,370,048 | 73/539,770 | | | FILED 7/30/97 |
| SENECA (STYLIZED) | 1,759,748 | 74/241,230 | | | ABANDONED |
| SENECA | 1,692,851 | 74/146,229 | | | CANCELLED |

TRADEMARK

REEL: 002511 FRAME: 0882

| | | | | | | |
|-----------------|-------------|------------|------------------|--------|--|--------------------------|
| 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 | | | 6/16/1998 |
| SUN VALLEY | • 1,224,140 | 73-296429 | | 20 YRS | | 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 | 2,051,454 | 75/835,864 | 040401/191685 | | | FILED 5/1/01 PENDING |
| TAOS | 1,370,049 | 74/690,739 | EMP/31114/214649 | 10 YRS | | 4/8/1997 |
| TARA | | 73/739,770 | | | | 11/12/1985 CANCELLED |
| 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 | 76/131,261 | 040401/203177 | 20 YRS | 11/14/1981 | FILED 10/00 |
| AVION PLATINUM | | 76/093,027 | 040401/200167 | | FILED 8/00 | |
| DAKOTA | 2,197,799 | 75/332,874 | | | 10/20/1998 | REGISTERED |
| DURA GLIDE | | 76/093,026 | 040401/198647 | | FILED 8/00 | |
| LYNX | 880,791 | 75/761,228 | | | FILED 7/30/97 | PURCHASED 7/8/93 |
| MALLARD | | | EMP/31114/30252 | | 10/4/1977 | ABANDONED |
| MALLARD FEATHER | 1,074,504 | 76/249,583 | 040401/214226 | | Filed 5/10/01 | 10/4/1997 |
| MISCELLANEOUS DESIGN | | 76/239,134 | 040401/1214224 | | FILED 4/11/01 | PENDING |
| MYSTIQUE | | 74/473,169 | | | FILED 12/27/93 | ABANDONED |
| ODYSSEY | | | | | | |
| PLATINUM | | | | | | |
| 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) | TMA 195,808 | 35526600 | | | 11/30/1973 | REGISTERED |
| TERRY TRAVEL-PAK MODEL FOR AROUND THE COMPASS | | | | | | |
| CONVENIENCE | 808,385 | 72/218,098 | | | 5/17/1966 | EXPIRED |
| TRIUMPH | | 76/266,081 | 040401/234335 | | Filed 5/18/01 | |
| VINTAGE | | 76/131,262 | 040401/203180 | | FILED 9/2000 | |
| WESTPORT | 1,930,572 | 74/453,887 | EMP/2679/200152 | 10 YRS | 10/31/1995 | |
| WILDERNESS | 940,352 | 414,382 | EMP/2679/88379 | 20 YRS | 8/8/1972 | 8/8/1992 |
| YUKON | | 76/093,025 | 040401/1998648 | | FILED 8/2000 | |

TRADEMARK

REEL: 002511 FRAME: 0884

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: 002511 FRAME: 0885

| FESTIVAL (Stylized) (Canada) | TMA | 35029100 | 12/22/1972 | EXPUNGED/ (Failed to Renew) |
|------------------------------|-----------|------------|------------------|--------------------------------|
| FLEETWOOD | 964,053 | 72-421,240 | 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 | 10 YRS 4/22/1997 | |
| GLENBROOK | 941,867 | 418,724 | 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 | 10 YRS 3/26/1991 | 6/26/2001 |
| HICKORY HILL | 1,673,387 | 74/155,121 | 10 YRS 1/28/1992 | |
| HIGHLAND PARK | 1,419,929 | 581,579 | 20 YRS 12/9/1986 | |
| LAKE POINTE | 1,500,455 | 700,678 | 20 YRS 8/16/1988 | |
| LAKE SPRINGS | 1,638,306 | 74-066,527 | 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 | |
| OAK GROVE | 1,636,836 | 74-059,376 | EMP/31114/59740 | |
| OAK KNOLL | 1,736,604 | 74-260,474 | EMP/2679/40618 | |
| OAKLAND | 1,738,349 | 74/260,688 | EMP/2679/20171 | |
| PARK PLACE | 1,616,645 | 74-026,917 | EMP/2679/73176 | |
| QUALITY FOR LIFE | 2,275,775 | 75-468,560 | 0404401/169252 | |
| REFLECTION | 1,565,806 | 792,096 | EMP/2679/66001 | |
| RIVERKNOLL | 1,386,737 | 555,180 | EMP/7076/48960 | |
| SADDLE BROOK | 1,646,780 | 74-073,002 | EMP/2679/63990 | |
| SANDALWOOD | 1,622,384 | 74-031,038 | EMP/2679/73180 | |
| SANDPOINTE | 980,269 | 72-450,858 | EMP/2679/88650 | 3/12/1994 |
| SECOND IMPRESSIONS | 2,373,716 | 75-523,663 | 040401/168625 | |
| SEDONA | | | EMP/31114/254755 | |
| SEDONA (Stylized) | 1,776,422 | 74/241,231 | | REGISTERED |
| SEDONA | 1,699,782 | 74/150,401 | | CANCELLED |
| SILVER RIDGE | | 75/574,205 | 04040L/171844 | |
| SPRING HILL | 1,159,078 | 245,569 | Filed 10/20/98 | |
| STONE CREEK | 1,632,287 | 74/052,838 | 20 YRS 6/30/1981 | |
| STONERIDGE | 1,427,391 | 586,818 | 1/22/91 | CANCELLED |
| SUNCREST | 966,938 | 72-416,139 | 20 YRS 2/3/1987 | |
| SUNPOINTE | 1,616,643 | 74/024,762 | EMP/2679/88552 | 8/28/1992 |
| | | | EMP/2679,73172 | renewed 2011 |

| TRADEMARK | REGISTRATION NO. | CLASS | STATUS | FILED DATE | TERM | EXPIRES |
|---------------|------------------|------------------|-----------|------------|--------|-----------|
| TIMBER LAKE | 75/704,361 | 040401/191881 | PENDING | 11/16/98 | 10 YRS | |
| TIMBER LAKE | 75/588,707 | 040401/206157 | ABANDONED | 11/9/99 | 20 YRS | |
| TIMBERWOOD | 75/843,742 | EMP/31114/200176 | | 11/12/1996 | 20 YRS | |
| TRADITION | 76/169,099 | EMP/2679/67845 | | 2/14/1989 | 20 YRS | |
| WATERFORD | 74/473,170 | EMP/2679/41347 | | 2/26/1985 | 20 YRS | |
| WAVERLY CREST | 2,016,005 | EMP/2679/88802 | | 2/11/1975 | 10 YRS | 2/11/1995 |
| WESTFIELD | 1,524,412 | EMP/2679/73171 | | 10/9/1990 | | |
| WESTON | 1,322,059 | | | | | |
| WINGATE | 1,004,617 | | | | | |
| | 1,616,642 | | | | | |

**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 |

TRADEMARK

REEL: 002511 FRAME: 0888

| | | | | |
|------------------------|-------------|------------|------------|-------------------|
| 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 | | | | REGISTERED |
| (CANADA) | TMA 230,536 | 40907200 | 9/29/1978 | REGISTERED |
| GETTYSBURG | 964,052 | 72/421,169 | 7/17/1973 | 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.