

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Excel Homes, Inc.		12/23/2004	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Excel Homes Acquisition, LLC		
<b>Street Address:</b>	2595 Interstate Drive		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Harrisburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17110		
<b>Entity Type:</b>	limited liability company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2869486	EXCEL HOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)566-8505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-566-8504		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 1:</b>	32770 Telegraph Road		
<b>Address Line 2:</b>	Suite 225		
<b>Address Line 4:</b>	Bingham Farms, MICHIGAN 48025		
<b>NAME OF SUBMITTER:</b>	Michael A. Lisi		
<b>Signature:</b>	/Michael A. Lisi/		
<b>Date:</b>	12/28/2004		

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Total Attachments: 1  
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## TRADEMARK ASSIGNMENT

Excel Homes, Inc. a Virginia corporation with an address at 2595 Interstate Drive, Suite 101, Harrisburg, Pennsylvania 17110 ("Assignor"), wishes to assign to Excel Homes Acquisition, LLC, a Delaware limited liability company with an address at 2595 Interstate Drive, Suite 101, Harrisburg, Pennsylvania 17110 ("Assignee"), the entire right, title and interest in and to the following trademarks:

Trademark: EXCEL HOMES

Country: USA

Registration No.: 2,869,486

Registration Date: August 3, 2004

and any and all rights and privileges provided under the trademark and other laws of the United States of America, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the goodwill of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (collectively, the "Trademark Rights").

In view of the payment of Ten dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby irrevocably assign and transfer to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

EXCEL HOMES, INC.

By: *E. H. Langley*  
Name: *E. H. LANGLEY*  
Its: *CEO*

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*December 23, 2004*