

07-09-2004

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original documents or copy thereof.

1. Name of conveying party(ies):

HBOS Manufacturing, LP
7800 McCloud Road
Greensboro, NC 27409

- Individual(s)
- General Partnership
- Limited Partnership
- Limited Liability Company - Nevada
- Corporation -
- Association
- Other (North Carolina Limited partnership)

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

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other

Execution Date: **April 13, 2004**

2. Name and address of receiving party(ies):

Name:
CMH Manufacturing West, Inc.

Street Address:
**5000 Clayton Road
Maryville, Tennessee 37804**

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Limited Liability Company
- Corporation - **Nevada**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No(s).

76/299, 584

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

Mark S. Graham, Esq.
LUEDEKA, NEELY & GRAHAM, P.C.
P. O. Box 1871
Knoxville, TN 37901

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed
- Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

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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.

Mark S. Graham
Name of Person Signing

Signature

July 2, 2004
Date

Total number of pages including cover sheet: [4]

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40.00 DP

*** CERTIFICATE OF MAILING ***

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assignment Recordation Services, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

on July 2, 2004
Date

Mark S. Graham, Reg. No. 32,355

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is made as of April 13, 2004, by HBOS Manufacturing, LP, a North Carolina limited partnership, having its principal place of business at 7800 McCloud Road, Greensboro, North Carolina 27409 (the "Assignor"), to CMH Manufacturing West, Inc., a Nevada corporation, having its principal place of business at 5000 Clayton Road, Maryville, Tennessee 37804 (the "Assignee").

The Assignor and certain other sellers, including Oakwood Homes Corporation, (collectively, the "Sellers") and Clayton Homes, Inc. ("Clayton") are parties to that certain Asset Purchase Agreement, dated as of November 24, 2003 as amended (the "Asset Purchase Agreement"), pursuant to which the Sellers have agreed to sell to Clayton and its designees and Clayton and its designees have agreed to buy from the Sellers the Transferred Assets (as defined in the Asset Purchase Agreement), including certain corporate names, logos, trade names, trademarks, and service marks of the Sellers. Assignor owns as of record the trademark and relevant trademark application listed on Schedule A annexed hereto and incorporated herein by reference (collectively, the "Mark"). In accordance with the Asset Purchase Agreement, the Assignor desires to transfer and assign to the Assignee (as the designee of Clayton) and the Assignee desires to accept the transfer and assignment of, all of the Assignor's rights, title and interests in, to and under the Mark, along with the right (to the extent such right is not an Excluded Asset under the Asset Purchase Agreement) to recover for damages and profits for past infringements thereof.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer and assign to the Assignee, a successor to the business of Assignor, or portion thereof, to which the Mark pertains, all of Assignor's rights, title and interests in, to and under the Mark and the registrations thereof for the United States and throughout the world, together with the goodwill of the businesses that are connected with the use of the Mark and which is symbolized thereby, along with the right (to the extent such right is not an Excluded Asset under the Asset Purchase Agreement) to recover for damages and profits for past infringements thereof. Further, Assignor (on behalf of itself and its successors and assigns) agrees, at the reasonable request of Assignee, to execute and deliver all documents and instruments, and to take such other actions reasonably requested by Assignee (at the expense of Assignee, to the extent Assignor incurs costs in taking such actions) that may be necessary, proper or advisable in order to vest in Assignee all of the Assignor's right, title and interest in and to the Mark as set forth in this Assignment.

[SIGNATURE FOLLOWS ON NEXT PAGE]

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The Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

HBOS Manufacturing, LP

By: Oakwood Mobile Homes, Inc.
Its General Partner

By: *Robert A. Smith*
Name: Robert A. Smith
Title: Vice-President

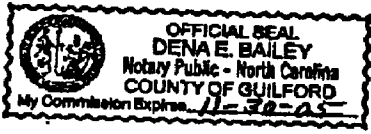


State of North Carolina)
)
County of Guilford) SS.:

On this 13th day of April, 2004, before me, Dena E. Bailey, personally appeared Robert A. Smith, Vice President of Oakwood Mobile Homes, Inc., General Partner of HBOS Manufacturing LP, 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.

Dena E. Bailey
Notary Public



SCHEDULE A

Federal Pending Trademark Application

Trademark
VILLA WEST

Application Number
76/299,584

Application Date
08/14/2001

A-1

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