

TRADEMARKS (

07-21-2004



102796021

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

1. Name of conveying party(ies):
Golden West Leasing, LLC
 101 Convention Center Drive, Suite 840
 Las Vegas, Nevada 98109
 Individual(s) Association
 General Partnership Other
 Limited Partnership
 Limited Liability Company - Nevada
 Corporation -

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

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

Execution Date: **April 13, 2004**

2. Name and address of receiving party(ies):
 Name:
CMH Manufacturing West, Inc. 7.1.9.04
 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).
 (See attached)
2234500

B. Trademark Registration No(s).
 (See Attached)

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:
 22

7. Total fee (37 CFR 3.41).....\$565.00
 Enclosed
 Please charge to deposit account any missing or additional fee

8. Deposit Account No. 12-2355

OPR/FINANCE
JUL 19 AM 7:51

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

June 30, 2004
 Date

Total number of pages including cover sheet: [6]

F:\59290\59290.00.to TMO.2004.06.28.assignment for recordation from Golden West to CMH Mfg. West.wpd

07/20/2004 DBYRNE 00000014 2238500

01 FC:8521 40.00 OP
 02 FC:8522 525.00 OP

*** 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 June 30, 2004
 Date

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

Registered Service Marks and Trademarks

<u>Service Mark or Trademark</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
NEW GENERATION	2,238,500	04/13/1999
GOLDEN WEST HOMES		
And Design	1,858,616	10/18/1994
GOLDEN WEST HOMES	1,780,300	07/06/1993
GOLDEN WEST	928,158	02/01/1972
FREEDOM HOMES	1,523,929	02/07/1989
UNDER ONE ROOF	2,200,445	10/27/1998
FREEDOM HOMES		
And Design	1,536,907	04/25/1989
Acorn Design	1,346,911	07/02/1985
OAKWOOD	953,036	02/13/1973
FREEDOM	1,206,121	08/24/1982
HOUSE SMART	2,654,628	11/26/2002
SMART START	2,438,965	03/27/2001
HOUSE SMART and Design	2,435,841	03/13/2001
SCHULT and Design	2,449,896	05/08/2001
SCHULT	2,601,974	07/30/2002
ENERGY COMFORT HOME	2,154,690	05/05/1998
ENERGY GUARD	2,154,688	05/05/1998
SCHULT	1,888,500	04/11/1995
THE FIRST EDITION	2,228,004	03/02/1999
CREST HOMES	1,802,110	11/02/1993
MARLETTE	707,438	11/22/1960

Federal Pending Service Mark or Trademark Application

<u>Service Mark or Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
HOUSE SMART	76/054,089	05/23/2000

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment") is made as of April 13, 2004, by Golden West Leasing, LLC, a Nevada limited liability company, having its principal place of business at 101 Convention Center Drive, Suite 840, Las Vegas, Nevada 98109 (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").

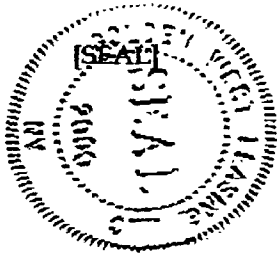
The Assignor and certain other sellers, including Oakwood Homes Corporation, (collectively, the "Sellers") and Clayton Homes, Inc. ("Clayton") are parties to that certain Asset Purchase Agreement, dated as of November 24, 2003, as amended (the "Asset Purchase Agreement"), pursuant to which the Sellers 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 and is using in connection with the goods and services identified in the relevant registrations, the service marks, trademarks, trade dress, service mark applications, trademark applications, trade dress applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (collectively, the "Marks"). 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 Marks, 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 all of the Assignor's rights, title and interests in, to and under the Marks 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 Marks and which are 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 Marks as set forth in this Assignment.

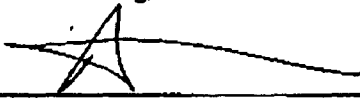
[SIGNATURE FOLLOWS ON NEXT PAGE]

0277991.06
LIB: C2

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




Golden West Leasing, LLC

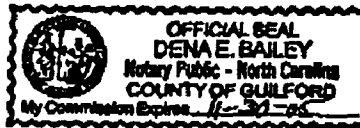
By: 
Name: Douglas R. Muir
Title: Assistant Secretary

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

On this 13th day of April, 2004, before me, Dena E. Bailey, personally appeared Douglas R. Muir, Assistant Secretary of Golden West Leasing, LLC 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.


Notary Public



SCHEDULE A

Federal Registered Service Marks and Trademarks

<u>Service Mark or Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
NEW GENERATION	2,238,500	04/13/1999
GOLDEN WEST HOMES and Design	1,858,616	10/18/1994
GOLDEN WEST HOMES	1,780,300	07/06/1993
GOLDEN WEST	928,158	02/01/1972
FREEDOM HOMES	1,523,929	02/07/1989
UNDER ONE ROOF	2,200,445	10/27/1998
FREEDOM HOMES and Design	1,536,907	04/25/1989
Acorn Design	1,346,911	07/02/1985
OAKWOOD	953,036	02/13/1973
FREEDOM	1,206,121	08/24/1982
HOUSE SMART	2,654,628	11/26/2002
SMART START	2,438,965	03/27/2001
HOUSE SMART and Design	2,435,841	03/13/2001
SCHULT and Design	2,449,896	05/08/2001
SCHULT	2,601,974	07/30/2002
ENERGY COMFORT HOME	2,154,690	05/05/1998
ENERGY GUARD	2,154,688	05/05/1998
SCHULT	1,888,500	04/11/1995
THE FIRST EDITION	2,228,004	03/02/1999
CREST HOMES	1,802,110	11/02/1993
MARLETTE	707,438	11/22/1960

A-1

0277991.06
LIB: C2

Federal Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
HOUSE SMART	76/054,089	05/23/2000

State Registered Service Marks and Trademarks

<u>Service Mark or Trademark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
GOLDEN WEST AND WAGON Design	California	44,557	04/03/1965

Unregistered Service Marks, Trademarks and Trade Names

None.