

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHAMPION RETAIL, INC.		10/31/2005	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, N.A., AS COLLATERAL TRUSTEE		
<b>Street Address:</b>	230 West Monroe Street, Suite 2900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2510796	CHAMPION HOME CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 South Wacker Drive		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christopher Dore		
<b>Signature:</b>	/Christopher Dore/		
<b>Date:</b>	01/18/2006		

OP \$40.00 2510796

Total Attachments: 6

**900040085**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2005 (this "Agreement"), is made by CHAMPION RETAIL, INC., a Michigan corporation (the "Grantor"), in favor of WELLS FARGO BANK, N.A., having an address at 230 West Monroe Street, Suite 2900, Chicago, Illinois 60606, as the Collateral Trustee for the Secured Parties (as defined below) under the Collateral Trust Agreement referred to below (together with its successors and assigns from time to time acting as Collateral Trustee under such Collateral Trust Agreement, the "Collateral Trustee").

### W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of October 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the various financial institutions and other Persons from time to time parties thereto (each a "Lender"), and Credit Suisse, Cayman Islands Branch, as Administrative Agent for the Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 31, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Trustee a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Trustee, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or

hereafter adopted or acquired including those which are the subject of a registration or application referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the U.S. Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a), and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including (whether or not within the definition of "Proceeds" pursuant to Section 1.3 of the Security Agreement) any claim by the Grantor against third parties for past, present or future infringement or dilution of the foregoing, or for any injury to the goodwill connected with the use of or symbolized by any Trademarks or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include the items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Collateral Trustee in the Trademark Collateral with the U.S. Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Trustee for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Trustee and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of an irreconcilable conflict, the Security Agreement shall control.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Trustee will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Trustee

hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the Governing Law provisions set forth in Section 7.10 thereof) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document and Secured Instrument. This Agreement is (i) a Secured Instrument for purposes of the Collateral Trust Agreement and shall have (unless otherwise expressly indicated herein) been construed, administered and applied in accordance with the terms and provisions thereof and (ii) a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

CHAMPION RETAIL, INC., as Grantor

By: [Signature]  
Name: John J. Owens, Jr.  
Title: VP

WELLS FARGO BANK, N.A., as Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

On this 27<sup>th</sup> day of October 2005, before me appeared John J. Owens, Jr., the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Grantor with authority to do so.

State of Michigan )

) ss.

County of Oakland

Laura Owens / Notary Public  
My commission expires: 8/29/08

**LAURA L. OWENS**  
NOTARY PUBLIC LAPEER CO., MI  
MY COMMISSION EXPIRES Aug 29, 2008  
ACTING IN OAKLAND COUNTY, MI

WELLS FARGO BANK, N.A., as Trustee

By: Michael T. Lechner  
Name: Michael T. Lechner  
Title: Vice President

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003229 FRAME: 0603**

Schedule I

Owner	Mark	Status	Country	Class	Appl. No	Filing Date	Regis. No	Regis. Date	Next Renewal
Champion Retail, Inc.	CHAMPION HOME CENTER	Registered	USA	35	75/387936	10-Nov-97	2510796	20-Nov-01	20-Nov-11