# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Clayton Homes, Inc.		10/03/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	CMH Homes, Inc.	
Street Address:	5000 Clayton Road	
City:	Maryville	
State/Country:	TENNESSEE	
Postal Code:	37804	
Entity Type:	CORPORATION: NEVADA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2011511	CROSSLAND HOMES

### **CORRESPONDENCE DATA**

Fax Number: (865)523-4478

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 865-546-4305

Email: mgraham@lng-patent.com
Correspondent Name: Luedeka, Neely & Graham, P.C.

Address Line 1: P.O. Box 1871

Address Line 4: Knoxville, TENNESSEE 37901-1871

ATTORNEY DOCKET NUMBER:	49474.00/C-1419.5
NAME OF SUBMITTER:	Mark S. Graham, Esq.
Signature:	/Mark S. Graham/
Date:	10/09/2006

TRADEMARK REEL: 003405 FRAME: 0102

900059690

**Total Attachments: 3** 

source=4947400-corres-20061005-ExecutedAssignmentAgreement#page1.tif source=4947400-corres-20061005-ExecutedAssignmentAgreement#page2.tif source=4947400-corres-20061005-ExecutedAssignmentAgreement#page3.tif

TRADEMARK REEL: 003405 FRAME: 0103

## TRADEMARK ASSIGNMENT AGREEMENT

For good and valuable consideration, the delivery, receipt, and sufficiency of which is expressly acknowledged. Clayton Homes, Inc., a corporation of Delaware, having a business address at 5000 Clayton Road, Maryville. Tennessee ("Assignor"), hereby does irrevocably assign. convey, and transfer to CMH Homes, Inc., a corporation of the State of Nevada, having a business address at 5000 Clayton Road, Maryville. Tennessee ("Assignee"). and Assignee hereby accepts, any and all of Assignor's right, title, and interest in and to the mark CROSSLAND HOMES and Design of U.S. Service Mark Registration 2,011.511 issued October 29. 1996, and in and to any and all other marks, names, company/corporate names, trade names, or logos containing or confusingly similar to the mark CROSSLAND HOMES (and any and all registrations therefor) owned by Assignor or in which Assignor has any rights or interests and which is being or has been used by Assignor or any licensee or predecessor of Assignor (as well as any/all licensees of all predecessors) for any products or services relating to those of the aforementioned '511 registration (hereinafter collectively the "Marks and Registrations"), together with all of the goodwill of the business symbolized by the Marks and Registrations, any and all priority, statutory, convention, treaty, or use rights associated therewith, and any and all rights of action for infringement thereof including, but not limited to, the right to sue for injunctive relief and to collect damages for any past, present, or future infringement of the Marks and Registrations.

The rights and interests assigned herein are not geographically limited and are coextensive with any and all rights and interests of Assignor in the United States and throughout the
world in and to the Marks and Registrations. Assignor agrees to do any and all acts and execute any
and all other papers as may be reasonably requested by Assignee to perfect, evidence, or document
this assignment, it being the intent of the parties that Assignee shall have any and all right, title, and
interest of Assignor of every kind and nature in every country in the world in or pertaining to the
Marks and Registrations so that Assignee shall, henceforth, stand in the shoes of Assignor with
respect to all such right, title, and interest.

This Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

TRADEMARK
REEL: 003405 FRAME: 0104

Wherefore, the parties have caused this Assignment Agreement to be executed by their respective authorized representatives as follows, the same to be effective as of the date of last execution hereof.

Clayton Homes, Inc..

By

John Kalec, Exec. Vice President and CFO

Date

10.3.06, 2006

CMH Homes. Inc..

By

David Booth, President

Date

10.03, 2006

STATE OF TENNESSEE ) ) ss COUNTY OF BLOUNT )

Before me, a notary public of the state and county mentioned, personally appeared John Kalec with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Executive Vice President of Clayton Homes. Inc. for all time periods relevant hereto and that he, as such Executive Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of Clayton Homes, Inc. by himself as its Executive Vice President.

WITNESS my hand and seal at office in Maryville. Temessee this day of

Notary Public

My Commission Expires:

By 1-dd L. Fulks

Date 10-3-08

NOTARY PUBLIC AT LARGE

TRADEMARK
REEL: 003405 FRAME: 0105

STATE OF TENNESSEE)
) s
COUNTY OF BLOUNT )

Before me, a notary public of the state and county mentioned, personally appeared David Booth, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of Clayton Homes, Inc. for all time periods relevant hereto and that he. as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of Clayton Homes, Inc. by himself as its President.

$\sim$	WITN	NESS my hand and seal	at office in Maryville,	Tennessee this	359	day of
	obbes	NESS my nand and seal 2006.				

STATE
OF
NOTARY
PUBLIC
OF BLUMBING
OF BLUMBING
OF BLUMBING
OF BLUMBING

**RECORDED: 10/09/2006** 

My Commission Expires: 11/31/09