

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFFIRMATION OF AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEETWOOD ENTERPRISES, INC.		04/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association, a federally chartered bank through the Dept. of the Treasury, not formed or organized in any particular state: UNKNOWN

PROPERTY NUMBERS Total: 148

Property Type	Number	Word Mark
Registration Number:	3481620	AMERICAN ALLEGIANCE
Registration Number:	2903920	AMERICAN COACH
Registration Number:	1759144	AMERICAN EAGLE
Registration Number:	2318980	AMERICAN HERITAGE
Registration Number:	2101571	AMERICAN TRADITION
Registration Number:	3000776	AMERICANA
Registration Number:	2939708	ANNIVERSARY
Registration Number:	1096646	AVION
Registration Number:	2687147	AVION PLATINUM
Registration Number:	2856801	AX6
Registration Number:	0897664	BARRINGTON
Registration Number:	1458232	BEACON HILL

OP \$3715.00 3481620

Registration Number:	0957220	BERKSHIRE
Registration Number:	1438547	BOUNDER
Registration Number:	1407614	BOUNDER
Registration Number:	1556748	BRITTANY PARK
Registration Number:	0749026	BROADMORE
Registration Number:	1122755	BROOKFIELD
Registration Number:	2878654	CARAVAN
Registration Number:	1660744	CARIBOU
Registration Number:	1502962	CARRIAGE HILL
Registration Number:	2276533	CELEBRATION
Registration Number:	1674244	CHADWICK
Registration Number:	2655019	CHESTNUT MANOR
Registration Number:	2509143	CI
Registration Number:	2739788	CLUB FLEETWOOD
Registration Number:	2739369	CONTEMPORARY
Registration Number:	1713685	CORONADO
Registration Number:	1113551	CROWNPOINTE
Registration Number:	2618746	DAKOTA
Registration Number:	2437036	DARE TO COMPARE
Registration Number:	2423899	DEER CREEK
Registration Number:	2455788	DESERT VILLA
Registration Number:	3288639	
Registration Number:	0869973	
Registration Number:	0746487	
Registration Number:	3310698	DISCOVERY
Registration Number:	3285395	DREAM PARK
Registration Number:	2963793	DRIVEN TO EXPLORE
Registration Number:	1640399	EAGLE TRACE
Registration Number:	1288889	EDGEWOOD
Registration Number:	1736411	ELKHORN
Registration Number:	2687373	ENTERTAINER
Registration Number:	2496633	EXCALIBUR
Registration Number:	2522953	EXPEDITION
Registration Number:	2950191	EXPRESSION
Registration Number:	3052798	EXPRESSION HOMES

Registration Number:	3052799	EXPRESSION HOMES
Registration Number:	3031201	F
Registration Number:	0906536	FESTIVAL
Registration Number:	2705159	FIESTA
Registration Number:	1673389	FLAIR
Registration Number:	1141276	FLEETWOOD
Registration Number:	0964053	FLEETWOOD
Registration Number:	2855783	FLEETWOOD FIRST
Registration Number:	2055052	FLEETWOOD HOMES
Registration Number:	2619632	FLEETWOOD RV
Registration Number:	3033084	FLEETWOOD VACATION CLUB
Registration Number:	3412316	FORMULA
Registration Number:	3441436	GABLEWOOD
Registration Number:	2934152	GEARBOX
Registration Number:	0941867	GLENBROOK
Registration Number:	1275063	GREEN HILL
Registration Number:	1639024	HARBOR SPRINGS
Registration Number:	1673387	HICKORY HILL
Registration Number:	1419929	HIGHLAND PARK
Registration Number:	3412315	ICON
Registration Number:	3202591	INSPIRATION
Registration Number:	0983735	JAMBOREE
Registration Number:	1500455	LAKE POINTE
Registration Number:	1638306	LAKE SPRINGS
Registration Number:	2701140	LIFESTAGES
Registration Number:	2669821	LYNX
Registration Number:	0880791	MALLARD
Registration Number:	0746486	MALLARD
Registration Number:	3295239	MALLARD SPORT
Registration Number:	2625680	MEADOWBROOK
Registration Number:	1288888	MEDFORD
Registration Number:	3231498	NITROUS
Registration Number:	1636836	OAK GROVE
Registration Number:	1736604	OAK KNOLL
Registration Number:	1738349	OAKLAND

Registration Number:	3234470	ORBIT
Registration Number:	0887034	PACE ARROW
Registration Number:	1616645	PARK PLACE
Registration Number:	3237989	PEGASUS
Registration Number:	2890401	PINNACLE PARTNERS
Registration Number:	3048544	PIONEER
Registration Number:	3295240	PIONEER SPIRIT
Registration Number:	3095256	POWER PLATFORM
Registration Number:	2733217	PROVIDENCE
Registration Number:	3295241	PROWLER CLASSIC
Registration Number:	2826461	PROWLER REGAL
Registration Number:	3415222	PULSE
Registration Number:	3277466	REDLINE
Registration Number:	1565806	REFLECTION
Registration Number:	3355666	REGAL
Registration Number:	2715631	REVOLUTION
Registration Number:	1386737	RIVERKNOLL
Registration Number:	1646780	SADDLEBROOK
Registration Number:	1622384	SANDALWOOD
Registration Number:	0980269	SANDPOINTE
Registration Number:	2553079	SILVER RIDGE
Registration Number:	1020474	SOUTHWIND
Registration Number:	1159078	SPRING HILL
Registration Number:	2823804	SSQV
Registration Number:	1674245	STONE CREEK
Registration Number:	1427391	STONERIDGE
Registration Number:	2631658	STORAGE OPTIMIZER
Registration Number:	2668820	STORM
Registration Number:	3172343	SUN VALLEY
Registration Number:	0966938	SUNCREST
Registration Number:	1616643	SUNPOINTE
Registration Number:	2828834	TERRA
Registration Number:	1082441	TERRY
Registration Number:	0808384	TERRY
Registration Number:	2835398	TERRY QUANTUM

Registration Number:	3295242	TERRY RESORT
Registration Number:	3399413	THE ROAD TO HAPPINESS, NOW OPEN
Registration Number:	2541295	TIMBERWOOD
Registration Number:	0940353	TIOGA
Registration Number:	2828221	TRADITION
Registration Number:	3436990	TRENDSETTER HOMES
Registration Number:	2753862	TRIUMPH
Registration Number:	2602359	TUFF COAT
Registration Number:	2994009	UP & RUNNING
Registration Number:	3501817	VICTORY
Registration Number:	2583572	VINTAGE
Registration Number:	3089063	VOGUE
Registration Number:	2016005	WATERFORD
Registration Number:	1524412	WAVERLY CREST
Registration Number:	3305591	WESTFIELD
Registration Number:	3285275	WESTON
Registration Number:	2853971	WILDERNESS
Registration Number:	2826460	WILDERNESS ADVANTAGE
Registration Number:	3291908	WILDERNESS SCOUT
Registration Number:	1616642	WINGATE
Registration Number:	2629020	YUKON
Serial Number:	77146665	ADVANTAGE
Serial Number:	77369566	BACKPACK
Serial Number:	77369571	COMPASS
Serial Number:	77396818	FLEETWOOD FINANCIAL SERVICES
Serial Number:	77648632	GLACIER PEAK
Serial Number:	77470695	POWER BRIDGE CHASSIS
Serial Number:	77508823	PROWLER
Serial Number:	77146687	QUANTUM
Serial Number:	77651105	QUEST
Serial Number:	77520477	ULTIMATE FREEDOM

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

TRADEMARK
REEL: 003968 FRAME: 0069

Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	017843-0025
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	04/10/2009

Total Attachments: 55

source=Fleetwood IP security agreement#page1.tif
source=Fleetwood IP security agreement#page2.tif
source=Fleetwood IP security agreement#page3.tif
source=Fleetwood IP security agreement#page4.tif
source=Fleetwood IP security agreement#page5.tif
source=Fleetwood IP security agreement#page6.tif
source=Fleetwood IP security agreement#page7.tif
source=Fleetwood IP security agreement#page8.tif
source=Fleetwood IP security agreement#page9.tif
source=Fleetwood IP security agreement#page10.tif
source=Fleetwood IP security agreement#page11.tif
source=Fleetwood IP security agreement#page12.tif
source=Fleetwood IP security agreement#page13.tif
source=Fleetwood IP security agreement#page14.tif
source=Fleetwood IP security agreement#page15.tif
source=Fleetwood IP security agreement#page16.tif
source=Fleetwood IP security agreement#page17.tif
source=Fleetwood IP security agreement#page18.tif
source=Fleetwood IP security agreement#page19.tif
source=Fleetwood IP security agreement#page20.tif
source=Fleetwood IP security agreement#page21.tif
source=Fleetwood IP security agreement#page22.tif
source=Fleetwood IP security agreement#page23.tif
source=Fleetwood IP security agreement#page24.tif
source=Fleetwood IP security agreement#page25.tif
source=Fleetwood IP security agreement#page26.tif
source=Fleetwood IP security agreement#page27.tif
source=Fleetwood IP security agreement#page28.tif
source=Fleetwood IP security agreement#page29.tif
source=Fleetwood IP security agreement#page30.tif
source=Fleetwood IP security agreement#page31.tif
source=Fleetwood IP security agreement#page32.tif
source=Fleetwood IP security agreement#page33.tif
source=Fleetwood IP security agreement#page34.tif
source=Fleetwood IP security agreement#page35.tif
source=Fleetwood IP security agreement#page36.tif
source=Fleetwood IP security agreement#page37.tif
source=Fleetwood IP security agreement#page38.tif

source=Fleetwood IP security agreement#page39.tif
source=Fleetwood IP security agreement#page40.tif
source=Fleetwood IP security agreement#page41.tif
source=Fleetwood IP security agreement#page42.tif
source=Fleetwood IP security agreement#page43.tif
source=Fleetwood IP security agreement#page44.tif
source=Fleetwood IP security agreement#page45.tif
source=Fleetwood IP security agreement#page46.tif
source=Fleetwood IP security agreement#page47.tif
source=Fleetwood IP security agreement#page48.tif
source=Fleetwood IP security agreement#page49.tif
source=Fleetwood IP security agreement#page50.tif
source=Fleetwood IP security agreement#page51.tif
source=Fleetwood IP security agreement#page52.tif
source=Fleetwood IP security agreement#page53.tif
source=Fleetwood IP security agreement#page54.tif
source=Fleetwood IP security agreement#page55.tif

**AFFIRMATION OF
AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

This **AFFIRMATION OF AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of April 1, 2009 (this "**Agreement**"), is among Fleetwood Enterprises, Inc., a Delaware corporation ("**Fleetwood**") and certain subsidiaries of Fleetwood set forth on the signature pages of this Agreement as debtors and debtors-in-possession (each of Fleetwood and such subsidiary individually a "**Grantor**" and collectively, the "**Grantors**"), and Bank of America, N.A., in its capacity as administrative agent for Lenders (as defined below) under the DIP Facility (as defined below and in such capacity, the "**Agent**"), and their successors and assigns.

PRELIMINARY STATEMENTS

WHEREAS, on March 10, 2009, Fleetwood and certain of its subsidiaries commenced jointly administered Chapter 11 Case No. 09-14254 MJ, by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the "**Bankruptcy Code**"), with the United States Bankruptcy Court for the Central District of California, Riverside Division (the "**Bankruptcy Court**"). Fleetwood and such subsidiaries continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(b) and 1108 of the Bankruptcy Code;

WHEREAS, the parties hereto have entered into that certain Fourth Amended and Restated Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of April 1, 2009, among Fleetwood, Fleetwood Holdings Inc., a Delaware corporation ("**Holdings**"), certain subsidiaries of Fleetwood and Holdings party thereto as debtors and debtors-in-possession, the Agent, and the financial institutions from time to time party thereto ("**Lenders**") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**DIP Facility**");

WHEREAS, the parties hereto are party to the Patent and Trademark Security Agreement (as defined in the DIP Facility and attached hereto as Exhibit A);

WHEREAS, in connection with the DIP Facility, each of the Grantors has agreed to acknowledge and affirm its obligations under the Patent and Trademark Security Agreement; and

WHEREAS, the affirmation of the grant of such security interests has been authorized pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order and, after the entry thereof, will have been so authorized by the Final Order.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise expressly defined herein, all capitalized terms used herein and defined in the DIP Facility shall be used herein as so defined therein.

Section 2. Affirmation of Patent and Trademark Security Agreement. In connection with the DIP Facility, each of the undersigned Grantors that is a party to the Patent and Trademark Security Agreement immediately prior to the Closing Date hereby agrees and confirms, both before and after giving effect to the DIP Facility, that it is a party to and is bound by the Patent and Trademark Security Agreement as a grantor of Collateral thereunder, by virtue of its having been a signatory thereto.

The Patent and Trademark Security Agreement is and shall continue to be in full force and effect and, other than the changes set forth in those certain schedules to the Patent and Trademark Security Agreement specified in Section 3 hereof, is hereby in all respects ratified and confirmed. Each of the undersigned Grantors agrees and acknowledges that all Obligations (for the avoidance of doubt, including without limitation the Obligations as defined in the DIP Facility) of the applicable Grantor constitute Secured Obligations (as defined in the Patent and Trademark Security Agreement).

Section 3. Certain Amended and Restated Schedules to Patent and Trademark Security Agreement. Each of the undersigned Grantors that is a party to the Patent and Trademark Security Agreement immediately prior to the Closing Date hereby agrees with the Agent that (i) the schedules attached hereto shall amend and restate those certain schedules to the Patent and Trademark Security Agreement specified in the schedules attached hereto in their entirety as set forth on each such schedule hereto, (ii) such amended and restated schedules shall be deemed to be a part of the Patent and Trademark Security Agreement, (iii) the amendment and restatement of the those certain schedules to the Patent and Trademark Security Agreement hereby shall not affect the schedules to the Patent and Trademark Security Agreement not so amended and restated and (iv) the schedules attached hereto, and the schedules to the Patent and Trademark Security Agreement not amended and restated hereby, are all true, complete and correct as of the date hereof.

Section 4. Affirmation of Grant of Security Interest. Without limiting the generality of the foregoing, the Patent and Trademark Security Agreement and all of the Collateral described therein granted by each Grantor shall secure and shall continue to secure the payment of all Secured Obligations (as defined in the Patent and Trademark Security Agreement) of such Grantor. Each of the undersigned Grantors that is a party to the Patent and Trademark Security Agreement immediately prior to the Closing Date hereby affirms its grant of a security interest in the Collateral to the Agent for the benefit of the Lenders, as collateral security for the prompt and complete payment and performance when due of the Obligations (as defined in the Patent and Trademark Security Agreement) of such Grantor.

Section 5. Additional Actions. Each of the undersigned agrees from time to time, upon request of the Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Agent may request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with Holdings and the Agent.

Section 7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8. Governing Law. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THE LOAN DOCUMENTS AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE) AND ANY APPLICABLE LAWS

OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE). EACH LOAN PARTY HEREBY CONSENTS AND AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE LOAN PARTIES, THE AGENT AND THE LENDERS PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT THE AGENT, THE LENDERS AND THE LOAN PARTIES ACKNOWLEDGE THAT ANY APPEALS FROM THE BANKRUPTCY COURT MAY HAVE TO BE HEARD BY A COURT OTHER THAN THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH AGENT. EACH LOAN PARTY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH LOAN PARTY HEREBY WAIVES ANY OBJECTION THAT SUCH LOAN PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH LOAN PARTY HEREBY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH LOAN PARTY AT THE ADDRESS SET FORTH IN THE DIP FACILITY AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH LOAN PARTY'S ACTUAL RECEIPT THEREOF OR THREE (3) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAILED, PROPER POSTAGE PREPAID AND CERTIFIED MAIL RETURN RECEIPT REQUESTED.


Section 9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GRANTORS:

FLEETWOOD ENTERPRISES, INC.

By: 
Name: Elden L. Smith
Title: President, Chief Executive Officer

FLEETWOOD HOLDINGS INC.

FLEETWOOD HOMES OF ARIZONA, INC.

FLEETWOOD HOMES OF CALIFORNIA, INC.

FLEETWOOD HOMES OF FLORIDA, INC.

FLEETWOOD HOMES OF GEORGIA, INC.

FLEETWOOD HOMES OF IDAHO, INC.

FLEETWOOD HOMES OF INDIANA, INC.

FLEETWOOD HOMES OF KENTUCKY, INC.

FLEETWOOD HOMES OF NORTH CAROLINA,
INC.

FLEETWOOD HOMES OF OREGON, INC.

FLEETWOOD HOMES OF PENNSYLVANIA, INC.

FLEETWOOD HOMES OF TENNESSEE, INC.

FLEETWOOD HOMES OF TEXAS, L.P.

By: FLEETWOOD GENERAL PARTNER
OF TEXAS, INC., its General Partner

FLEETWOOD HOMES OF VIRGINIA, INC.

FLEETWOOD HOMES OF WASHINGTON, INC.

FLEETWOOD MOTOR HOMES OF CALIFORNIA,
INC.

FLEETWOOD MOTOR HOMES OF INDIANA, INC.

FLEETWOOD MOTOR HOMES OF
PENNSYLVANIA, INC.

FLEETWOOD TRAVEL TRAILERS OF
CALIFORNIA, INC.

FLEETWOOD TRAVEL TRAILERS OF INDIANA,
INC.

FLEETWOOD TRAVEL TRAILERS OF KENTUCKY,
INC.

FLEETWOOD TRAVEL TRAILERS OF
MARYLAND, INC.

FLEETWOOD TRAVEL TRAILERS OF OHIO, INC.

FLEETWOOD TRAVEL TRAILERS OF OREGON,
INC.

FLEETWOOD TRAVEL TRAILERS OF TEXAS, INC.

GOLD SHIELD, INC.

GOLD SHIELD OF INDIANA, INC.

CONTINENTAL LUMBER PRODUCTS, INC.

FLEETWOOD GENERAL PARTNER OF TEXAS,
INC.

FLEETWOOD HOMES INVESTMENT, INC.

FLEETWOOD INTERNATIONAL, INC.

By:



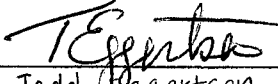
Name: Elden L. Smith

Title: President, Chief Executive Officer

AGENT:

Accepted and agreed as of the day and year first above written:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Todd Eggertsen
Title: Vice President

SCHEDULE I(a)

PATENTS AND PATENTS PENDING

Schedule I(a) to Patent & Trademark Security Agreement
Patents and Patents Pending

<u>PATENT NO.</u>	<u>ISSUED</u>	<u>PATENT NAME</u>	<u>REF.NO./ ATTORNEY</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>STATUS</u>	<u>DIVISION</u>
4,863,189	9/5/1989	UNIFIED FLOOR FRAME ASSEMBLY FOR MODULAR MOBILE HOME	FLE1-300	07/142,554	1/11/1988	Expired	Motor Homes
CA 1282095	3/26/1991	MOTOR HOME FLOOR STRUCTURE (BOUNDER)	FLE1-R19	515323	8/5/1986	Expired	Motor Homes
5,020,448	6/4/1991	SHELF STRUCTURE FOR USE IN MOVING VEHICLES	FLE1-V79	07/397,018	8/22/1989	Abandoned	RV
5,218,792	6/15/1993	MOTOR HOME OR TRAILER BODY CONSTRUCTIONS	FLE1-V47	07/669,924	3/15/1991	Registered	Motor Homes
5,237,782	8/24/1993	SLIDEABLE ROOM ASSEMBLY FOR RECREATIONAL VEHICLES	FLE1-AB86	07/694,122	5/11/1991	Abandoned	RV
5,172,519	12/22/1992	COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	FLE1-AC89	07/730,547	7/16/1991	Abandoned	RV
5,249,837	10/5/1993	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	GOL7-BR28 FLE1-BR28	07/944,844	9/14/1992	Registered	Gold Shield
5,222,287	6/29/1993	METHOD OF MAKING A COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	FLE1-AC89a	07/963,591	10/20/1992	Abandoned	RV
CA 2104713	11/12/1996	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	14873-0903 FLE1-BR28-CA	2104713	8/24/1993	CANADIAN Registered	Gold Shield
183,688	1/8/1997	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	FLE1-BR28-MEX	9305463	9/7/1993	MEXICAN Registered	Gold Shield
5,501,504	3/26/1996	MOTOR HOME CONSTRUCTION (POWER PLATFORM)	FLE1-AL33	08/270141	7/1/1994	Registered	Motor Homes
5,553,906	9/10/1996	FLOOR AND SIDE WALL CONNECTORS	FLE1-AL34	08/280,600	7/26/1994	Registered	Motor Homes
D367,246	2/20/1996	FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	FLE1-AO64	D/030,397	10/28/1994	Registered	Motor Homes
D367,247	2/20/1996	REAR ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	FLE1-AO72	D/030,398	10/28/1994	Registered	Motor Homes

TRADEMARK

REEL: 003968 FRAME: 0079

CONVERTIBLE TABLE
CONFIGURABLE BETWEEN
EXPANDED AND COMPRESSED
POSITIONS

5,588,377	12/31/1996	REAR ASSEMBLY FOR A MOTOR HOME	FLE1-AN61	08/428,030	4/25/1995	Abandoned	RV
D368,449	4/2/1996	FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME	FLE1-AQ46	D/038,506	5/5/1995	Registered	Motor Homes
D368,677	4/9/1996	FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME	FLE1-AQ45	D/038,507	5/5/1995	Registered	Motor Homes
D384,915	10/14/1997	FRONT CAP (DISCOVERY)	FLE1-AW42	D/056,968	7/12/1996	Registered	Motor Homes
D388,745	1/6/1998	FRONT CAP (FLAIR)	FLE1-AW41	D/056,967	7/12/1996	Registered	Motor Homes
D383,420	9/9/1997	FRONT CAP (BOUNDER)	FLE1-AW40	D/056,969	7/12/1996	Registered	Motor Homes
6,212,710	4/10/2001	FOLDING VEHICLE BED ASSEMBLY	14873-0400	09/272,891	3/19/1999	Registered	RV
6,183,034	2/6/2001	MOLDED UNITARY FRONT CAP FOR A MOTOR HOME	14873-0300	09/369,814	8/6/1999	Abandoned	Motor Homes
CA			FLE1-BD68			CANADIAN	
2285739	1/29/2002	FOLDING VEHICLE BED ASSEMBLY	14873-0403	2285739	10/8/1999	To Abandon	RV
6,402,832	6/11/2002	IMPROVED WALLBOARD JOINT COMPOUND	14873-0500	09/571,760	5/15/2000	Abandoned	Mobile Home
6,619,726	9/16/2003	RETRACTABLE AWNING FOR RECREATIONAL VEHICLE	FLE1-BJ52	09/761,857	1/17/2001	Abandoned	RV
6,652,003	11/25/2003	TRAVEL TRAILER CHASSIS WITH EXTENDED AXLE AUPPORT	14873-0600	09/974,954	10/10/2001	Abandoned	Travel Trailers
D502,892	3/15/2005	MOTOR HOME FRONT CAP (AMERICAN EAGLE)	FLE1-BJ61	D/194,254	11/20/2003	Registered	Motor Homes
D503,127	3/22/2005	MOTOR HOME FRONT CAP (PACE ARROW)	14873-0700	D/194,253	11/20/2003	Registered	Motor Homes
D503,128	3/22/2005	MOTOR HOME FRONT CAP (AMERICAN TRADITION)	FLE1-BP45	D/194,271	11/20/2003	Registered	Motor Homes
D503,129	3/22/2005	MOTOR HOME REAR CAP (AMERICAN EAGLE)	14873-1300	D/195,340	12/10/2003	Registered	Motor Homes
7,175,202	2/13/2007	RECREATIONAL VEHICLE CHASSIS (LIBERTY CHASSIS)	14873-1400	10/740,351	12/18/2003	Registered	RV
			14873-1600				
			14873-1200				

TRADEMARK

REEL: 003968 FRAME: 0080

7,036,863	5/2/2006	RECREATIONAL VEHICLE RAMP DOOR SPRING ARRANGEMENT (GEAR BOX)	14873-1800	10/909,952	7/30/2004	Registered	Travel Trailers
7,226,116	6/5/2007	RECREATIONAL VEHICLE FULL WALL SLIDE-OUT (PACE ARROW)	14873-1900	11/056,220	2/11/2005	Registered	Motor Homes
7,390,052	6/24/2008	LIGHT WEIGHT CHASSIS AND HULL	14873-2000	11/178,875	7/11/2005	Registered	RV
D555,824	11/20/2007	LAMP ASSEMBLY (1)	14873-2100	D/259,648	5/12/2006	Registered	Parts
D564,124	3/11/2008	LAMP ASSEMBLY (2)	14873-2200	D/259,654	5/12/2006	Registered	Parts

SCHEDULE II(a)

TRADEMARKS AND TRADEMARKS PENDING

Schedule II(a) to Patent & Trademark Security Agreement
Trademarks and Trademarks Pending

Travel Trailers

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
ADVANTAGE	PENDING	7/15/2004	77/146665	040401/280371			SUSPENDED - WILL ABANDON
AVION	REGISTERED	9/7/1977	73/140327	040401/168557	1,096,646	7/18/1978	WILL CANCEL
AVION PLATINUM	REGISTERED	9/19/2000	76/131261	040401/203177	2,687,147	2/11/2003	WILL CANCEL
AX6	REGISTERED	7/24/2002	78/147068	040401/251212	2,856,801	6/22/2004	10 YEARS
BACKPACK	PENDING	1/11/2008	77/369566	040401/339029			WILL REGISTER
CARAVAN	REGISTERED	4/15/2003	76/506706	040401/261093	2,878,654	8/31/2004	10 YEARS - NO TENT MATERIALS
COMPASS	PENDING	1/11/2008	77/369571	040401/339198			WILL REGISTER
DAKOTA	REGISTERED	7/21/2000	76/093027	040401/200167	2,618,746	9/10/2002	WILL CANCEL
FORMULA	REGISTERED	1/12/2007	77/082337	040401/322692	3,412,316	4/15/2008	10 YEARS
GEARBOX	REGISTERED	6/23/2003	78/265756	040401/263391	2,934,152	3/15/2005	10 YEARS
GEARBOX (CANADA)	REGISTERED	12/14/2004	1240503	TM 60004-1 CA 040401/285737	TMA655796	12/23/2005	15 YEARS
GLACIER PEAK LYNX	PENDING	1/13/2009	77/648632	040401/367628			PENDING
MALLARD	REGISTERED	7/21/2000	76/093026	040401/198647	2,669,821	12/31/2002	WILL CANCEL
MALLARD (HOUSE TRAILERS)	REGISTERED	9/12/1968	72/307216	040401/169427	0880791	11/18/1969	10 YEARS
MALLARD BIRD (DESIGN)	REGISTERED	4/12/1962	72/142114	040401/169424	0746486	3/12/1963	10 YEARS
MALLARD BIRD (DESIGN) (HOUSE TRAILERS)	REGISTERED	9/18/1968	72/307655	040401/169426	0869973	5/27/1969	10 YEARS
MALLARD SPORT	REGISTERED	4/16/1962	72/142329	040401/169425	0746487	3/12/1963	10 YEARS
NITROUS	REGISTERED	10/22/2005	78/738604	040401/302258	3,295,239	9/18/2007	10 YEARS
NORTHERN PRIDE (CANADA)	REGISTERED	10/5/2005	78/726777	040401/298343	3,231,498	4/17/2007	10 YEARS
ORBIT	REGISTERED	4/11/2003	1174406	040401/262181	TMA622,904	10/20/2004	15 YEARS
PEGASUS	REGISTERED	10/21/2004	78/503955	040401/280319	3,234,470	4/24/2007	10 YEARS
	REGISTERED	8/10/2004	78/465230	040401/281431	3,237,989	5/1/2007	10 YEARS

TRADEMARK

REEL: 003968 FRAME: 0083

PIONEER	REGISTERED	7/24/2003	78/278260	040401/199367	3,048,544	1/24/2006	10 YEARS
PIONEER SPIRIT	REGISTERED	10/22/2005	78/738606	040401/302259	3,295,240	9/18/2007	10 YEARS
PROWLER	REGISTERED	6/26/2008	77/508823	040401/345904	3,575,586	2/17/2009	10 YEARS
PROWLER (& DESIGN)	REGISTERED	2/14/1967	72/264661	040401/173001	840,345	12/12/1967	10 YEARS
PROWLER (CANADA)	REGISTERED	4/11/2003	1174405	040401/262,179 TM 56809-1 CA	TMA652666	5/1/2003	15 YEARS
PROWLER (DESIGN) (CANADA)	REGISTERED	4/12/1972	0352100	040401/169804	TMA188791	2/23/1973	15 YEARS
PROWLER CLASSIC	REGISTERED	10/22/2005	78/738608	040401/302260	3,295,241	9/18/2007	10 YEARS
PROWLER REGAL	REGISTERED	7/24/2002	78/147054	040401/249386	2,826,461	3/23/2004	10 YEARS
QUANTUM	PENDING	4/2/2007	77/146687	040401/326586			SUSPENDED - PENDING
REDLINE	REGISTERED	10/5/2005	78/726786	040401/298345	3,277,466	8/7/2007	10 YEARS
REGAL	REGISTERED	4/2/2007	77/146676	040401/326585	3,355,666	12/18/2007	10 YEARS
STORAGE OPTIMIZER	REGISTERED	2/8/2002	76/368425	040401/242381	2,631,658	10/8/2002	WILL CANCEL
SUN VALLEY	REGISTERED	3/3/2005	78/579558	040401/289693	3,172,343	11/14/2006	10 YEARS
TERRY	REGISTERED	1/6/1977	73/111628	040401/169539	1,082,441	1/17/1978	10 YEARS
TERRY (CANADA)	REGISTERED	5/20/04	1174404	040401/262178	TMA610,801	5/20/2004	15 YEARS
TERRY (DESIGN)	REGISTERED	5/5/1965	72/218097	040401/173002	808384	5/17/1966	OFFICE ACTION - MAY CANCEL
TERRY (DESIGN) (CANADA)	REGISTERED	7/17/1972	0355265	040401/169802	TMA191275	5/25/1973	15 YEARS
TERRY QUANTUM	REGISTERED	7/24/2002	78/147061	040401/249,378	2,835,398	4/20/2004	10 YEARS
TERRY RESORT	REGISTERED	10/22/2005	78/738609	040401/302261	3,295,242	9/18/2007	10 YEARS
TRIUMPH	REGISTERED	6/4/2001	76/266081	040401/234335	2753862	8/19/2003	10 YEARS
VINTAGE	REGISTERED	9/19/2000	76/131262	040401/203180	2,583,572	6/18/2002	WILL CANCEL
WILDERNESS	REGISTERED	7/17/2003	78/275740	040401/267206	2,853,971	6/15/2004	10 YEARS
WILDERNESS ADVANTAGE	REGISTERED	7/24/2002	78/147046	040401/249379	2,826,460	3/23/2004	10 YEARS
WILDERNESS SCOUT	REGISTERED	10/22/2005	78/738611	040401/302262	3,291,908	9/11/2007	10 YEARS
YUKON	REGISTERED	7/21/2000	76/093025	040401/198648	2,629,020	10/1/2002	WILL CANCEL

Motor Homes

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
AMERICAN	REGISTERED	4/16/2007	77157794	040401/327484	3,481,620	8/5/2008	10 YEARS
ALLEGIANCE	REGISTERED	4/17/2003	78238659	040401/262212	29,903,920	11/16/2004	10 YEARS
AMERICAN COACH	REGISTERED	11/7/1990	74113288	040401/169321	1,759,144	3/16/1993	10 YEARS
AMERICAN EAGLE	REGISTERED	1/15/1999	75621308	040401/175284	2,318,980	2/15/2000	10 YEARS
AMERICAN HERITAGE	REGISTERED	10/17/1996	75185210	040401/169376	2,101,571	9/30/1997	10 YEARS
AMERICAN TRADITION	REGISTERED	9/7/1977	73140327	040401/168557	1,096,646	7/18/1978	WILL CANCEL
AVION	REGISTERED	2/6/1986	73581502	040401/173009	1,407,614	9/2/1986	10 YEARS
BOUNDER	REGISTERED	2/6/1986	73581504	040401/169463	1,438,547	5/5/1987	10 YEARS
BOUNDER - LOGO	REGISTERED	6/12/2007	77047913	040401/169266	3,310,698	10/16/2007	10 YEARS
DISCOVERY	REGISTERED	1/9/1998	75417360	040401/169259	2,522,953	12/25/2001	10 YEARS
EXPEDITION	REGISTERED	10/10/2000	76143426	040401/204364	2,705,159	4/8/2003	10 YEARS
FIESTA	REGISTERED	4/24/1991	74160403	040401/169265	1,673,389	1/28/1992	10 YEARS
FLAIR	REGISTERED	1/12/2007	77082328	040401/322691	3,412,315	4/15/2008	10 YEARS
ICON	REGISTERED	7/2/1973	72461946	040401/169797	983,735	5/14/1974	10 YEARS
JAMBOREE	REGISTERED	4/1/1977	0409070	040401/169798	TMA230534	9/29/1978	15 YEARS
JAMBOREE (CANADA)	REGISTERED						
PACE ARROW	REGISTERED	2/8/1968	72/290657	040401/169805	887,034	3/3/1970	10 YEARS
(& DESIGN)							
PACE ARROW	REGISTERED	10/25/1973	0369211	040401/169806	TMA201303	8/23/1974	15 YEARS
(CANADA)							
POWER BRIDGE	PENDING	5/9/2008	77/470695	040401/344023			PENDING
POWER PLATFORM	REGISTERED	3/16/2005	78/589295	040401/287091	3,095,256	5/23/2006	10 YEARS
PROVIDENCE	REGISTERED	1/3/2002	76/354384	040401/202069	2,733,217	7/1/2003	10 YEARS
PULSE	REGISTERED	1/12/2007	77/082311	040401/320168	3,415,222	4/22/2008	10 YEARS
QUEST	PENDING	1/16/2009	77/651105	040401/197581			PENDING
REVOLUTION	REGISTERED	7/16/2002	76/431921	040401/249836	2,715,631	5/13/2003	10 YEARS
SOUTHWIND	REGISTERED	6/4/1974	73/023287	040401/169540	1,020,474	9/16/1975	10 YEARS
SOUTHWIND	REGISTERED	4/1/1977	0409071	040401/169794	230,535	9/29/1978	15 YEARS
(CANADA)							
SSQV	REGISTERED	9/28/2001	76/318910	040401/236678	2,823,804	3/16/2004	10 YEARS
STORM	REGISTERED	2/14/2002	76/370594	040401/190358	2,668,820	12/31/2002	10 YEARS
TERRA	REGISTERED	10/10/2000	76/143327	040401/204365	2,828,834	4/6/2004	10 YEARS

TRADEMARK

REEL: 003968 FRAME: 0085

TIOGA
 TIOGA (CANADA)
 TUFF COAT
 ULTIMATE FREEDOM

REGISTERED
 REGISTERED
 REGISTERED
 PENDING

2/3/1972
 5/3/1972
 9/19/2000
 7/11/2008

72/414439
 0352938
 76/131263
 77/520477

040401/169795
 040401/169796
 040401/201689
 040401/346462

940,353
 189,487
 2,602,359
 WILL ABANDON

8/8/1972
 3/23/1973
 7/30/2002
 10 YEARS
 15 YEARS
 MAY CANCEL

Manufactured Housing

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
AMERICANA	REGISTERED	9/15/2003	78/300613	040401/269035	3,000,776	9/27/2005	10 YEARS
ANNIVERSARY	REGISTERED	8/22/2003	78/290907	040401/268213	2,939,708	4/12/2005	10 YEARS
BARRINGTON	REGISTERED	2/6/1969	72/318485	040401/172919	897,664	9/1/1970	10 YEARS
BEACON HILL	REGISTERED	7/23/1986	73/610903	040401/169461	1,458,232	9/22/1987	10 YEARS
BERKSHIRE	REGISTERED	12/9/1971	72/409785	040401/172918	957,220	4/17/1973	10 YEARS
BRITTANY PARK	REGISTERED	3/13/1989	73/786047	040401/169462	1,556,748	9/19/1989	10 YEARS
BROADMORE	REGISTERED	7/30/1962	72/150045	040401/173006	749,026	5/7/1963	10 YEARS
BROADMORE (CANADA)	REGISTERED	4/12/1972	0352098	040401/268029	TMA188790	2/23/1973	15 YEARS
BROOKFIELD	REGISTERED	8/28/1978	73/183829	040401/172514	1,122,755	7/24/1979	10 YEARS
CARRIAGE HILL	REGISTERED	2/4/1988	73/709336	040401/169372	1,502,962	9/16/1988	10 YEARS
CELEBRATION	REGISTERED	9/3/1997	75/350872	040401/169253	2,276,533	9/7/1999	10 YEARS
CHADWICK	REGISTERED	3/27/1991	74/151831	040401/169543	1,674,244	2/4/1992	10 YEARS
CHESTNUT MANOR	REGISTERED	8/17/2001	76/301946	040401/235931	2,655,019	11/26/2002	10 YEARS
CONTEMPORARY	REGISTERED	3/19/2003	78/147568	040401/251245	2,739,369	7/15/2003	10 YEARS
CORONADO	REGISTERED	2/6/1991	74/136803	040401/169320	1,713,685	9/8/1992	10 YEARS
CROWNPOINTE	REGISTERED	6/16/1978	73/174789	040401/172513	1,113,551	2/20/1979	10 YEARS
DEER CREEK	REGISTERED	11/16/1998	75/588706	040401/172176	2,423,899	1/23/2001	10 YEARS
DESERT VILLA	REGISTERED	6/11/1998	75/500292	040401/169267	2,455,788	5/29/2001	10 YEARS
DREAM PARK	REGISTERED	1/23/2007	77/088925	040401/323106	3,285,395	8/28/2007	10 YEARS
EAGLE TRACE	REGISTERED	6/22/1990	74/071633	040401/169541	1,640,399	4/9/1991	10 YEARS
EDGEWOOD	REGISTERED	10/25/1982	73/400633	040401/169251	1,288,889	8/7/1984	10 YEARS
ENTERTAINER	REGISTERED	8/17/2001	76/301943	040401/237501	2,687,373	2/11/2003	10 YEARS
EXCALIBUR	REGISTERED	9/17/1998	75/554439	040401/169878	2,496,633	10/9/2001	10 YEARS
EXPRESSION	REGISTERED	8/13/2003	78/286636	040401/176518	2,950,191	5/10/2005	10 YEARS
FESTIVAL	REGISTERED	1/22/1970	72/349271	040401/172921	906,536	1/26/1971	10 YEARS

GABLEWOOD	REGISTERED	12/01/2006	77/055125	040401/320620	3,441,436	6/3/2008	10 YEARS
GLENBROOK	REGISTERED	3/17/1972	72/418724	040401/173003	941,867	8/29/1972	10 YEARS
GLENBROOK (CANADA)	REGISTERED	7/17/1992	0355264	040401/268030	TMA190150	4/13/1973	15 YEARS
GREEN HILL	REGISTERED	4/15/1983	73/421812	040401/173000	1,275,063	4/24/1984	10 YEARS
HARBOR SPRINGS	REGISTERED	6/21/1990	74/071232	040401/169247	1,639,024	3/26/1991	10 YEARS
HICKORY HILL	REGISTERED	4/8/1991	74/155121	040401/169422	1,673,387	1/28/1992	10 YEARS
HIGHLAND PARK	REGISTERED	2/6/1986	73/581579	040401/173008	1,419,929	12/9/1986	10 YEARS
INSPIRATION	REGISTERED	2/23/2004	78/372437	040401/274359	3,202,591	1/23/2007	10 YEARS
LAKE POINTE	REGISTERED	12/14/1987	73/700678	040401/169347	1,500,455	8/16/1988	10 YEARS
LAKE SPRINGS	REGISTERED	6/7/1990	74/066527	040401/169423	1,638,306	3/19/1991	10 YEARS
LIFESTAGES	REGISTERED	3/19/2001	76/226712	040401/176127	2,701,140	3/25/2003	10 YEARS
MEADOWBROOK	REGISTERED	11/9/1999	75/843741	040401/191882	2,625,680	9/24/2002	10 YEARS
MEDFORD	REGISTERED	10/14/1982	73/400043	040401/169250	1,288,888	8/7/1984	10 YEARS
OAK GROVE	REGISTERED	5/16/1990	74/059376	040401/169385	1,636,836	3/5/1991	10 YEARS
OAK KNOLL	REGISTERED	3/30/1992	74/260474	040401/169324	1,736,604	12/1/1992	10 YEARS
OAKLAND	REGISTERED	3/30/1992	74/260688	040401/169326	1,738,349	12/8/1992	10 YEARS
PARK PLACE	REGISTERED	2/8/1990	74/026917	040401/169381	1,616,645	10/9/1990	10 YEARS
REFLECTION	REGISTERED	4/10/1989	73/792096	040401/169386	1,565,806	11/14/1989	10 YEARS
RIVERKNOLL	REGISTERED	8/22/1985	73/555180	040401/172992	1,386,737	3/18/1986	10 YEARS
SADDLEBROOK	REGISTERED	6/26/1990	74/073002	040401/169390	1,646,780	6/4/1991	10 YEARS
SANDALWOOD	REGISTERED	2/21/1990	74/031038	040401/169367	1,622,384	11/13/1990	10 YEARS
SANDPOINTE	REGISTERED	3/8/1973	72/450858	040401/172923	980,269	3/12/1974	10 YEARS
SILVER RIDGE	REGISTERED	10/28/1998	75/574205	040401/171844	2,553,079	3/26/2002	10 YEARS
SPRING HILL	REGISTERED	1/10/1980	73/245569	040401/172998	1,159,078	6/30/1981	10 YEARS
STONE CREEK	REGISTERED	4/22/1991	74/158942	040401/169261	1,674,245	2/4/1992	10 YEARS
STONERIDGE	REGISTERED	3/7/1986	73/586818	040401/173010	1,427,391	2/3/1987	10 YEARS
SUNCREST	REGISTERED	2/22/1972	72/416139	040401/169245	966,938	8/23/1973	10 YEARS
SUNPOINTE	REGISTERED	2/1/1990	74/024762	040401/169246	1,616,643	10/9/1990	10 YEARS
TAURUS	REGISTERED	4/1/1977	0409072	040401/169793	TMA230536	9/29/1978	10 YEARS
(DESIGN) (CANADA)	REGISTERED	11/9/1999	75/843742	040401/191881	2,541,295	2/19/2002	10 YEARS
TIMBERWOOD	REGISTERED	11/21/2000	76/169099	040401/206157	2,828,221	3/30/2004	10 YEARS
TRADITION	REGISTERED	12/4/2006	77/064340	040401/321275	3,436,990	5/27/2008	10 YEARS
TRENDSETTER HOMES	REGISTERED	8/24/2003	76/538033	040401/268028	3,089,063	5/9/2006	10 YEARS
VOGUE	REGISTERED						

WATERFORD	REGISTERED	12/27/1993	74/473170	040401/169346	2,016,005	11/12/1996	10 YEARS
WAVERLY CREST	REGISTERED	7/1/1988	73/737730	040401/169437	1,524,412	2/14/1989	10 YEARS
WESTFIELD	REGISTERED	12/6/2006	77/058488	040401/320593	3,305,591	10/9/2007	10 YEARS
WESTON	REGISTERED	12/6/2006	77/058478	040401/320594	3,285,275	8/28/2007	10 YEARS
WINGATE	REGISTERED	2/1/1990	74/024744	040401/169436	1,616,642	10/9/1990	10 YEARS

Slide-in Campers

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
CARIBOU	REGISTERED	1/30/1991	74/134647	040401/169544	1,660,744	10/15/1991	10 YEARS
ELKHORN	REGISTERED	3/30/1992	74/260682	040401/169339	1,736,411	12/1/1992	10 YEARS

Folding Camping Trailers

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
VICTORY	REGISTERED	7/23/2004	78/455658	040401/278943	3,501,817	9/16/2008	10 YEARS

Miscellaneous

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
CLUB FLEETWOOD	REGISTERED	3/2/2002	76/386073	040401/242143	2,739,788	7/22/2003	10 YEARS
DARE TO COMPARE	REGISTERED	3/22/2000	76/007424	040401/193587	2,437,036	3/20/2001	10 YEARS
DRIVEN TO EXPLORE (FLEETWOOD RV TAGLINE)	REGISTERED	5/4/2004	76/590404	040401/269551	2,963,793	6/28/2005	10 YEARS
F (FLEETWOOD SHIELD LOGO)	REGISTERED	6/16/2004	76/597681	040401/273967	3,031,201	12/20/2005	10 YEARS
FLEETWOOD	REGISTERED	4/13/1972	72/421240	040401/169263	964,053	7/17/1973	10 YEARS
FLEETWOOD (CANADA)	REGISTERED	2/14/1972	0350293	040401/169792	TMA189854	3/25/2003	15 YEARS

USED BY VARIOUS FLEETWOOD COMPANIES

TRADEMARK
REEL: 003968 FRAME: 0088

FLEETWOOD (OLD LOGO DESIGN)	REGISTERED	3/7/1979	73/206408	040401/172999	1,141,276	11/11/1980	10 YEARS
FLEETWOOD	PENDING						PENDING
FINANCIAL SERVICES	PENDING	2/14/2008	77/396818	040401/340124	2,855,783	6/22/2004	10 YEARS
FLEETWOOD FIRST	REGISTERED	7/17/2003	76/531485	040401/264761	2,055,052	4/22/1997	10 YEARS
FLEETWOOD HOMES	REGISTERED	5/9/1996	75/101183	040401/242142	2,619,632	9/17/2002	10 YEARS
FLEETWOOD RV	REGISTERED	6/21/2000	76/074419	040401/199122	2,890,401	9/28/2004	10 YEARS
PINNACLE PARTNERS	REGISTERED	5/7/2003	78/246869	040401/262759	2,994,009	9/13/2005	10 YEARS
UP & RUNNING	REGISTERED	7/16/2004	76/602652	040401/275927			
CI LOGO	REGISTERED	4/20/2000	76/029559	040401/196965	2,509,143	11/20/2001	10 YEARS

USED BY CONTINENTAL IMPORTS

USED BY FLEETWOOD RETAIL CORPORATION

EXPRESSION HOMES	REGISTERED	1/28/2005	76/629154	040401/287826	3,052,798	1/31/2006	10 YEARS
EXPRESSION HOMES (LOGO)	REGISTERED	1/28/2005	76/629155	040401/287787	3,052,799	1/31/2006	10 YEARS

USED BY FLEETWOOD VACATION CLUB

FVC LOGO	REGISTERED	10/25/2004	78/505472	040401/284373	3,288,639	9/4/2007	10 YEARS
FLEETWOOD VACATION CLUB	REGISTERED	4/16/2004	78/403462	040401/276182	3,033,084	12/20/2005	10 YEARS
THE ROAD TO HAPPINESS, NOW OPEN	REGISTERED	10/21/2004	78/503948	040401/283038	3,399,413	3/18/2008	10 YEARS
(FVC TAGLINE)							

USED BY GOLD SHIELD OF INDIANA, INC.

JET STREAM	REGISTERED	4/11/1988	73/721589	14873-1100	1584545	2/27/1990	10 YEARS
IMAGE BRITE	REGISTERED	7/26/1989	73/814958		1521717	1/24/1989	10 YEARS

SCHEDULE II(b)

UNREGISTERED AND NON-PENDING U.S. TRADEMARKS

Schedule II(b) to Patent & Trademark Security Agreement
Unregistered AND Non-pending U.S. Trademarks

TRAVEL TRAILERS

F.U.E.L.
FUEL AMPHITHEATRE
NITROUS HYPERLITE
REDLINE HYPERLITE

MOTOR HOMES

EXCURSION
JAMBOREE SPORT
TIOGA RANGER

MANUFACTURED/MODULAR HOUSING

AMBERLEIGH
CARRIAGE MANOR
CIMARRON
CLAREMONT
DAKOTA
DECATUR CAPE
DOUGLAS
EAGLE
FLEETWOOD GREEN PRODUCT PARTNERSHIP
FLEETWOOD HOMES (LOGO)
OAK PARK
PROVIDENCE
QUALITY FOR LIFE
SEDONA
SUSTAINABLE MANUFACTURING
TIMBERLAKE
WATERFORD PARK
WELCOME HOME PROGRAM
WOODLAND PARK

MISCELLANEOUS
GOLD SHIELD (LOGO)
JET STREAM (LOGO)

TRADEMARK
REEL: 003968 FRAME: 0092

EXHIBIT A

PATENT AND TRADEMARK SECURITY AGREEMENT

**AMENDED AND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of January 5, 2007, and entered into by and among FLEETWOOD ENTERPRISES, INC., a Delaware corporation ("Fleetwood"), the Subsidiaries of Fleetwood set forth on the signature pages of this Agreement (each of Fleetwood and each such Subsidiaries is referred to in this Agreement as, a "Grantor" and, collectively the "Grantors"), BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Agent") for the Lenders (the "Secured Party").

Recitals

Each Grantor and Secured Party have entered into that certain Third Amended and Restated Credit Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth at length herein (as it may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, the "Credit Agreement").

Pursuant to the Credit Agreement, each Grantor has granted to Secured Party security interests in certain property described in the Credit Agreement, including the Patent and Trademark Collateral hereinafter described, as security for the payment of its debts, liabilities and obligations described in the Credit Agreement as the "Obligations."

Each Grantor and Secured Party are executing and delivering this Agreement for the purpose of creating and perfecting Secured Party's security interests in each Grantor's Patent and Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Secured Party hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1 Terms Defined in the Credit Agreement Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Credit Agreement and not otherwise defined herein have the meanings set forth in the Credit Agreement.

Section 1.2 Certain Defined Terms As used in this Agreement, the following terms shall have the following meanings:

"Goodwill" means, as to each Grantor, all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution

agreements and General Intangibles owned by each Grantor and arising out of the Patent and Trademark Collateral.

“Patent and Trademark Collateral” is defined in Section 2.1.

“Secured Obligations” means, as to each Grantor, each and all of such Grantor’s debts, liabilities and obligations that are described as “Obligations” in the Credit Agreement.

“U.S. Patent Applications” means, as to each Grantor, all applications in connection with U.S. Patents, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patent applications listed in Schedule I(a).

“U.S. Patent Licenses” means, as to each Grantor, all rights of such Grantor under any present or future written agreement, or other present or future license of any right or interest acquired by it, granting any right with respect to any of the U.S. Patents and U.S. Patent Applications.

“U.S. Patents” means, as to each Grantor, all of the following:

(a) All present and future patents, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all claims (including infringement claims) relating thereto, including, without limitation, all registrations and recordings thereof including those listed in Schedule I(a) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

“U.S. Trademark Applications” means, as to each Grantor, all applications by any Grantor in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademark applications listed in Schedule II(a).

“U.S. Trademark Licenses” means, as to each Grantor, all rights of any Grantor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks and U.S. Trademark Applications.

“U.S. Trademarks” means, as to each Grantor, all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and General Intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and

Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II. SECURITY INTEREST AND COLLATERAL

Section 2.1 Grant of Security Interest As security for the payment and performance of all of its Obligations, each Grantor hereby transfers and assigns to Secured Party, for the benefit of itself and the Lenders, as security with power of sale, and grants to Secured Party, for the benefit of itself and the Lenders, a continuing security interest in, all right, title and interest of such Grantor in, to, under or derived from the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired or arising and wherever located:

- (a) all U.S. Patents;
- (b) all U.S. Patent Applications;
- (c) all U.S. Patent Licenses;
- (d) all Goodwill associated with (i) any U.S. Patent, (ii) any U.S. Patent Application or (iii) any U.S. Patent or U.S. Patent Application licensed under any U.S. Patent License;

(e) all proceeds of the foregoing, including all claims of Grantors against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing;

(f) all U.S. Trademarks;

(g) all U.S. Trademark Applications;

(h) all U.S. Trademark Licenses;

(i) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any U.S. Trademark License; and

(j) all proceeds of the foregoing, including all claims of the Grantor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties. Each Grantor hereby represents and warrants that:

(a) Schedule I(a), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which any Grantor has an interest and identifies the Grantor owning such Patent and Trademark Collateral.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of the Loan Parties' business to any party, except to Secured Party and except in the ordinary course of its business.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been assigned to any other Person. Each Grantor has neither taken nor failed to take any action with respect to any Patent and Trademark Collateral that could reasonably be expected to have a Material Adverse Effect.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule II(a) and Schedule II(b), except for licenses granted in the ordinary course of its business.

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), or Schedule II(a) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Credit Agreement, it has not received any written threats of action, which if successful could reasonably be expected to have a Material Adverse Effect, and it has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Agreement or Permitted Liens.

(h) It has the right and power to enter into this Agreement and perform its terms.

ARTICLE IV. COVENANTS

Section 4.1 Covenants. Each Grantor covenants and agrees as follows:

(a) No Grantor will, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral material to the conduct of the Loan Parties' business with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Agreement adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to subsection 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) it reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to the Loan Parties' business, it shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings.

(c) In the event that any Grantor's rights under any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business are infringed, misappropriated or diluted by a third party, such Grantor (i) shall notify Secured Party promptly after it learns thereof if such infringement, misappropriation or dilution could reasonably be expected to have a Material Adverse Effect and (ii) shall take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) The applicable Grantor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or

affecting the Patent and Trademark Collateral or infringement of or interference with another trademark which could reasonably be expected to have a Material Adverse Effect. Such Grantor shall promptly, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall promptly keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) The applicable Grantor shall promptly notify Secured Party if such Grantor knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business may become abandoned or dedicated, (ii) that there has been or could reasonably be expected to be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business.

(f) Subject to subsection 4.1(b), upon the written request of Secured Party, the applicable Grantor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements or amendments thereto, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Agreement, all at the sole expense of such Grantor.

(g) Without Secured Party's prior written consent, no Grantor shall (i) enter into any agreement that would materially impair or conflict with any Grantor's obligations hereunder nor (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in any Grantor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of the Loan Parties' business acquired under such contracts.

(h) Each Grantor shall maintain the security interests created in favor of the Secured Party in the Patent and Trademark Collateral pursuant to this Agreement as valid and duly perfected first priority security interests and shall defend such security interests against claims and demands of all Persons whomever. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further actions as the Secured Party may request for the purposes of obtaining or preserving all of the benefits, rights and powers granted by each Grantor to the Secured Party pursuant to this Agreement.

**ARTICLE V.
POWER OF ATTORNEY**

Section 5.1 Power of Attorney. Each Grantor hereby irrevocably constitutes and appoints Secured Party, its assignees and any officer, agent or nominee of Secured Party, its assignees, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority, in the name of each Grantor or in its own name, to take any and all actions and to execute and deliver any and all agreements, documents, notices, instruments and writings that Secured Party or Lenders may determine to be necessary or desirable for Secured Party, without notice to or assent by any Grantor, to do any or all of the following if and whenever any Grantor is in default under the Credit Agreement: (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable U.S. Patent License or U.S. Trademark License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the indefeasible payment in full of the Obligations.

**ARTICLE VI.
PATENT AND TRADEMARK COLLATERAL**

Section 6.1 Grant of License to Use Intellectual Property Collateral. Each Grantor hereby grants to Secured Party for the benefit of itself and the Lenders an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor), to do any or all of the following if and whenever an Event of Default has occurred and is continuing under the Credit Agreement: (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by any Grantor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof. Each Grantor hereby agrees that the permitted use by the Secured Party or any Lender of the Patent and Trademark Collateral shall be worldwide without any liability for royalties or other related charges from the Secured Party or the Lenders.

Section 6.2 Use and Protection of Patent and Trademark Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantors may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of Grantors, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of Grantors are necessary or appropriate to permit Grantors to continue to do so.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.1 Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, set forth in the Credit Agreement.

Section 7.2 Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

Section 7.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

Section 7.4 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by any Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by the Secured Party and then such amendment or waiver shall be effective only in the specific instance and for the specific purposes for which given.

Section 7.5 Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Credit Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Credit Agreement and is not dealt with herein with more specificity, the Credit Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Section 7.6 Continuing Security Interest; Transfer of Notes and Secured Obligations. This Agreement shall create a continuing security interest in the Patent and Trademark Collateral and shall (i) remain in full force and effect until full and final payment and performance (including after the Termination Date) of the Secured Obligations and termination of any commitments to extend further credit to Grantors, (ii) be binding upon each Grantor, its successors, transferees and assigns, and (iii) inure, together with the rights and remedies of the Secured Party, to the benefit of itself and the Lenders, and the Secured Party's and the Lenders' successors, transferees and assigns. Without limiting the generality of clause (iii), above, the Secured Party and any Lender may assign or otherwise transfer any Term Loan Note or Secured Obligation held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party and the Lenders herein.

Section 7.7 Reinstatement. To the maximum extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Secured Party in respect of the Obligations is rescinded or must

otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Grantor or any other Person or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for any Grantor or any other Person or any substantial part of its assets, or otherwise, all as though such payments had not been made.

Section 7.8 Survival of Provisions. All representations, warranties and covenants of contained herein shall survive the execution, delivery and acceptance thereof by the parties of this Agreement, and shall terminate only upon the full and final payment and performance by each Grantor of the Obligations.

Section 7.9 Setoff. The Secured Party and the Lenders shall have the rights of setoff set forth in the Credit Agreement.

Section 7.10 Authority of the Secured Party and the Lenders. The Secured Party and the Lenders shall have and be entitled to exercise all powers hereunder which are specifically granted to the Secured Party and the Lenders by the terms hereof, together with such powers as are reasonably incident thereto. The Secured Party and the Lenders may perform any of its duties hereunder or in connection with the Patent and Trademark Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. The Secured Party and the Lenders and their directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

Section 7.11 Release; Termination of Agreement. Subject to the provisions of Sections 7.7 and 7.8 hereof, this Agreement shall terminate upon full and final payment and performance of all the Obligations and termination of all commitments to extend further credit to Grantors. At such time, the Secured Party shall, at the request and expense of Grantors, reassign and redeliver to Grantors all of the Patent and Trademark Collateral hereunder which has not been sold, disposed of, retained or applied by the Secured Party in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Secured Party or the Lenders, except as to the absence of any prior assignments by the Secured Party of its interest in the Patent and Trademark Collateral, and shall be at the expense of Grantors.

Section 7.12 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

Section 7.13 Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT

OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA; PROVIDED THAT THE SECURED PARTY AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTORS, THE SECURED PARTY AND THE LENDERS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTORS, THE SECURED PARTY AND THE LENDERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) THE SECURED PARTY AND THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION THE SECURED PARTY OR THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) FLEETWOOD AND EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO FLEETWOOD AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

Section 7.14 WAIVER OF JURY TRIAL. FLEETWOOD, EACH GRANTOR, THE SECURED PARTY AND THE LENDERS EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE

BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY SECURED PARTY-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. FLEETWOOD, EACH GRANTOR, THE SECURED PARTY AND THE LENDERS EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 7.15 Limitation Of Liability. No claim may be made by Grantors against the Secured Party or the Lenders, or the affiliates, directors, officers, officers, employees, or agents of the Secured Party or the Lenders for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Loan Document, or any act, omission or event occurring in connection therewith, and each Grantor hereby waives, releases and agrees not to sue upon any claim for such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and Secured Party have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTORS:

GUARANTOR:

FLEETWOOD ENTERPRISES, INC.

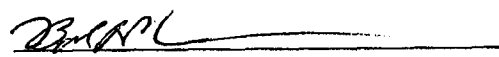
By: 

Name: Boyd R. Plowman

Title: Executive Vice President and Chief Financial Officer

SUBSIDIARY GUARANTOR:

FLEETWOOD INTERNATIONAL, INC.

By: 

Name: Boyd R. Plowman

Title: Executive Vice President and Chief Financial Officer

FMC BORROWERS:

FLEETWOOD HOLDINGS INC.

FLEETWOOD HOMES OF ARIZONA, INC.

FLEETWOOD HOMES OF CALIFORNIA, INC.

FLEETWOOD HOMES OF FLORIDA, INC.

FLEETWOOD HOMES OF GEORGIA, INC.

FLEETWOOD HOMES OF IDAHO, INC.

FLEETWOOD HOMES OF INDIANA, INC.

FLEETWOOD HOMES OF KENTUCKY, INC.

FLEETWOOD HOMES OF NORTH CAROLINA, INC.

FLEETWOOD HOMES OF OREGON, INC.

FLEETWOOD HOMES OF PENNSYLVANIA, INC.

FLEETWOOD HOMES OF TENNESSEE, INC.

FLEETWOOD HOMES OF TEXAS, L.P.

By: FLEETWOOD GENERAL PARTNER
OF TEXAS, INC., its General Partner

FLEETWOOD HOMES OF VIRGINIA, INC.

FLEETWOOD HOMES OF WASHINGTON, INC.

FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.

FLEETWOOD MOTOR HOMES OF INDIANA, INC.

FLEETWOOD MOTOR HOMES OF PENNSYLVANIA, INC.

FLEETWOOD TRAVEL TRAILERS OF CALIFORNIA, INC.

FLEETWOOD TRAVEL TRAILERS OF INDIANA, INC.

FLEETWOOD TRAVEL TRAILERS OF KENTUCKY, INC.

FLEETWOOD TRAVEL TRAILERS OF MARYLAND, INC.

FLEETWOOD TRAVEL TRAILERS OF OHIO, INC.

FLEETWOOD TRAVEL TRAILERS OF OREGON, INC.

FLEETWOOD TRAVEL TRAILERS OF TEXAS, INC.

FLEETWOOD FOLDING TRAILERS, INC.

GOLD SHIELD, INC.

GOLD SHIELD OF INDIANA, INC.

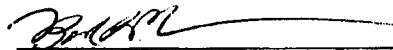
HAUSER LAKE LUMBER OPERATION, INC.

CONTINENTAL LUMBER PRODUCTS, INC.

FLEETWOOD GENERAL PARTNER OF TEXAS, INC.

FLEETWOOD HOMES INVESTMENT, INC.

By:



Name: Boyd R. Plowman

Title: Executive Vice President and Chief Financial Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On January 3, 2007, before me, Heather L. Kunetka, a Notary Public
Date Name and Title of Officer

Personally appeared Boyd R. Plowman
Name of Signer(s)

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.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and
could prevent fraudulent reattachment of this form.

Table with 2 columns: CAPACITY(IES) CLAIMED BY SIGNER(S) and DESCRIPTION OF ATTACHED DOCUMENT. Includes rows for Individual, Corporate Officer, Partner(s), Attorney-In-Fact, and Trustee(s).

SECURED PARTY:

Accepted and agreed as of
the day and year first above written:

BANK OF AMERICA, N.A.
as Agent

By: TEggertsen
Name:
Title: Todd Eggertsen
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES _____) ss.

On January 3, 2007, before me, Joan Madsen, Notary Public _____
Date Name and Title of Officer

Personally appeared _____ Todd Eggertsen _____
Name of Signer(s)

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.

Joan Madsen
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Individual
 Corporate Officer

AMENDED AND RESTATED PATENT AND TRADEMARK AGREEMENT

Title(s)

Title or Type of Document

Partner(s) Limited
 Attorney-In-Fact General

Number of Pages

Trustee(s)
 Guardian/Conservator
 Other: _____

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

Schedule I(a) to Patent & Trademark Security Agreement
Patents and Patents Pending

<u>PATENT NO.</u>	<u>ISSUED</u>	<u>PATENT NAME</u>	<u>REF. NO./ ATTORNEY</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>STATUS</u>	<u>DIVISION</u>
1,282,095	3/26/1991	MOTOR HOME FLOOR STRUCTURE (BOUNDER)	FLE1-R19	515323	8/5/1986	CANADIAN	Motor Homes
4,746,164	5/24/1988	MOTORHOMES (BOUNDER FLOOR)	FLE1-R19b	07/023959	3/10/1987	Registered	Motor Homes
4,863,189	9/5/1989	UNIFIED FLOOR FRAME ASSEMBLY FOR MODULAR MOBILE HOME	FLE1-300	142554	1/11/1988	Registered	Mobile Home
4,826,235	5/2/1989	EXPANDABLE BED ASSEMBLY FOR CAMPING TRAILER		144563	1/15/1988		Folding Trailers
5,020,448	6/4/1991	SHELF STRUCTURE FOR USE IN MOVING VEHICLES	FLE1-V79	397018	8/22/1989	Registered	RV
D334,358	3/30/1993	MOTOR HOME FRONT PANEL UNIT EXTERIOR SURFACE	FLE1-AB28	650656	2/5/1991	Registered	Motor Homes
5,218,792	6/15/1993	MOTOR HOME OR TRAILER BODY CONSTRUCTIONS	FLE1-V47	669924	3/15/1991	Registered	Motor Homes
5,237,782	8/24/1993	SLIDEABLE ROOM ASSEMBLY FOR RV	FLE1-AB86	07/694122	5/1/1991		RV
5,172,519	12/22/1992	COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	FLE1-AC89	7730547	7/16/1991		RV
D331,729	12/15/1992	MOTOR HOME FRONT PANEL UNIT EXTERIOR SURFACE	FLE1-AD74	773310	10/9/1991	Registered	Motor Homes
D331,733	12/15/1992	MOTOR HOME REAR PANEL EXTERIOR SURFACE	FLE1-AE10	773691	10/9/1991	Registered	Motor Home
D334,729	4/13/1993	VEHICLE WINDOW UNIT EXTERIOR SURFACE	FLE1-AB29	650659	2/5/1991	Registered	RV
D337,972	8/3/1993	MOTOR HOME FRONT PANEL UNIT EXTERIOR SURFACE	FLE1-AD91	847805	3/3/1992	Registered	Motor Homes
D338,856	8/31/1993	MOTOR HOME FRONT PANEL UNIT EXTERIOR SURFACE	FLE1-AG04	844423	3/3/1992	Registered	Motor Homes
D338,432	8/17/1993	MOTOR HOMES ORNAMENTAL DESIGN	FLE1-AE89	845631	3/4/1992	Registered	Motor Homes

5,199,230	4/6/1993	VENETIAN BLIND STORAGE ASSEMBLY	FLE1-AG23	888891	5/26/1992		Folding Trailers
5,249,837	10/5/1993	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	GOL7-BR28 FLE1-BR28	07/944,844	9/14/1992	Registered	Vehicles
5,222,287	6/29/1993	METHOD OF MAKING A COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	FLE1-AC89a	963591	10/20/1992		RV
2,104,713	11/12/1996	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	14873-0903 FLE1-BR28-CA	2102713	8/24/1993	CANADIAN Registered	Gold Shield
183,688	1/8/1997	ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	FLE1-BR28-MEX	9305463	9/7/1993	MEXICAN Registered	Gold Shield
5,505,515	4/9/1996	FOLDING TRAILER WITH HYDRAULIC LIFT SYSTEM	FLE1-AL63	08/196659	2/14/1994		Folding Trailers
5,501,504	3/26/1996	MOTOR HOME CONSTRUCTION (POWER PLATFORM)	FLE1-AL33	08/270141	7/1/1994	Registered	Motor Homes
5,553,906	9/10/1996	FLOOR AND SIDE WALL CONNECTORS	FLE1-AL34	280600	7/26/1994	Registered	Motor Homes
D367,246	2/20/1996	FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	FLE1-AO64	30397	10/28/1994	Registered	Motor Homes
D367,247	2/20/1996	REAR ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	FLE1-AO72	30398	10/28/1994		Motor Homes
5,588,377	12/31/1996	CONVERTIBLE TABLE CONFIGURABLE BETWEEN EXPANDED AND COMPRESSED POSITIONS	FLE1-AN61	08/428,030	4/25/1995		RV
D368,449	4/2/1996	REAR ASSEMBLY FOR A MOTOR HOME	FLE1-AQ46	38506	5/5/1995	Registered	Motor Homes
D368,677	4/9/1996	FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME	FLE1-AQ45	38507	5/5/1995	Registered	Motor Homes
D384,915	10/14/1997	FRONT CAP (DISCOVERY)	FLE1-AW42	29/056,968	7/12/1996	Registered	Motor Homes
D388,745	1/6/1998	FRONT CAP (FLAIR)	FLE1-AW41	29/056,967	7/12/1996	Registered	Motor Homes
D383,420	9/9/1997	FRONT CAP (BOUNDER)	FLE1-AW40	29/056,969	9/9/1997	Registered	Motor Homes

6,007,142	12/28/1999	FOLDING TRAILER WITH EXTENDABLE ROOM	2782-980766	09/109432	7/2/1998	Registered	Folding Trailers
2,242,124	10/9/2001	FOLDING TRAILER WITH EXTENDABLE ROOM	2782-980767 14873-0400 FLEI-BD88	2242124	7/3/1998	CANADIAN	Folding Trailers
6,212,710	4/10/2001	FOLDING VEHICLE BED ASSEMBLY	2782-990073	09/272,891	3/19/1999	Registered	Folding Trailers
5,979,972	11/9/1999	FOLDING TRAILER WITH INTEGRAL CARGO PLATFORM	2782-990073	09/281885	3/31/1999	Registered	Folding Trailers
6,135,526	10/24/2000	FOLDING STEP WITH INTEGRATED STORAGE COMPARTMENT FOR FOLDING CAMPING TRAILER	2782-990222	09/314250	5/18/1999	Registered	Folding Trailers
6,183,034	2/6/2001	MOLDED UNITARY FRONT CAP FOR A MOTOR HOME	14873-0300 FLE1-BD68	09/369,814	8/6/1999		Motor Homes
6,217,106	4/17/2001	FOLDING TRAILER WITH EXPANDABLE BED ASSEMBLY	2782-990884	09/407,409	9/29/1999	Registered	Folding Trailers
2,285,739	1/29/2002	FOLDING VEHICLE BED ASSEMBLY	14873-0403 FLEI-BD88	2285739	10/8/1999	CANADIAN Registered	Folding Trailers
6,402,832	6/11/2002	IMPROVED WALLBOARD JOINT COMPOUND	14873-0500 FLE1-BJ52	09/571,760	5/15/2000		Mobile Home
6,203,097	3/20/2001	FOLDING TRAILER WITH BED SUPPORT MECHANISM OPERATED FROM A STANDING POSITION	2782-000286	09/593,873	6/14/2000	Registered	Folding Trailers
6,619,726	9/16/2003	RETRACTABLE AWNING FOR RECREATIONAL VEHICLE	14873-0600 FLE1-BJ61	09/761,857	1/17/2001	Registered	RV
6,652,003	11/25/2003	TRAVEL TRAILER CHASSIS WITH EXTENDED AXLE SUPPORT	14873-0700 FLE1-BP45	09/974,954	10/10/2001	Registered	Travel Trailers
6,561,570	5/13/2003	EXPANDABLE TRAVEL TRAILER	2782-11848	10/033256	12/27/2001	Registered	Folding Trailers
6,854,787	2/15/2005	EXPANDABLE TRAVEL TRAILER	2782-030867	10/435868	5/12/2003	Registered	Folding Trailers
D502,892	3/15/2005	MOTOR HOME FRONT CAP (AMERICAN EAGLE)	14873-1500	29/194,254	11/20/2003	Registered	Motor Homes
D503,127	3/22/2005	MOTOR HOME FRONT CAP (PACE ARROW)	14873-1300	29/194,253	11/20/2003	Registered	Motor Homes
D503,128	3/22/2005	MOTOR HOME FRONT CAP (AMERICAN TRADITION)	14873-1400	29/194,271	11/20/2003	Registered	Motor Homes

D503,129	3/22/2005	MOTOR HOME REAR CAP (AMERICAN EAGLE)	14873-1600	29/195,340	12/10/2003	Registered	Motor Homes
		RECREATIONAL VEHICLE CHASSIS (LIBERTY CHASSIS)	14873-1200	10/740,351	12/18/2003	Pending	RV
		RECREATIONAL VEHICLE WITH STORAGE CONTAINER	2782-040196	2463330	4/6/2004	CANADIAN Pending	Folding Trailers
		RECREATIONAL VEHICLE WITH STORAGE CONTAINER	2782-040195	10/819,699	4/7/2004	Pending	Folding Trailers
		RECREATIONAL VEHICLE WITH STORAGE CONTAINER	2782-060225	29/255953	3/14/2006	Pending	Folding Trailers
7,036,863	5/2/2006	RECREATIONAL VEHICLE RAMP DOOR SPRING ARRANGEMENT (GEAR BOX)	14873-1800	10/909,952	7/30/2004	Pending	Travel Trailers
		RECREATIONAL VEHICLE WITH ENHANCED HAULING CAPABILITY (SCORPION)	2782-053165 related to 2782- 044960	11/328,983	1/10/2006	Pending	Folding Trailers
		RECREATIONAL VEHICLE WITH ENHANCED HAULING CAPABILITY (SCORPION)	2782-060050	2533044	1/17/2006	CANADIAN Pending	Folding Trailers
		RECREATIONAL VEHICLE FULL WALL SLIDE-OUT (PACE ARROW)	14873-1900	11/056,220	2/11/2005	Pending	Motor Homes
		LIGHT WEIGHT CHASSIS AND HULL	14873-2000	11/178,875	7/11/2005	Pending	RV
		FOLDING CAMPING TRAILER WITH WITH FLUSABLE TOILET	2782-045782	11/328,652	1/10/2006	Pending	Folding Trailers
		RECREATIONAL VEHICLE WITH ENHANCED HAULING CAPABILITY	2782-053165	60/645275	1/10/2006	Pending	Folding Trailers
		RECREATIONAL VEHICLE WITH STORAGE CONTAINER	2782-060287	11/358,018	2/21/2006	Pending	Folding Trailers
		STORAGE CONTAINER FOR RECREATIONAL VEHICLE	2782-060225	29/255953	3/14/2006	Pending	Folding Trailers
		VENT ARRANGEMENT FOR FLUSH TOILET IN A FOLDING CAMPING TRAILER	2782-980519				Folding Trailers
		TELESCOPING DRAIN SYSTEM FOR A RECREATIONAL VEHICLE SLIDE-OUT ROOM	14873-0013				Motor Homes

Schedule II(a) to Patent & Trademark Security Agreement
Trademarks and Trademarks Pending

Folding Trailers

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
ALLEGIANCE	REGISTERED	7/23/2004	78/455664	040401/278658	2,995,202	9/13/2005	10 YEARS
ALUMITITE	REGISTERED	5/9/2002	76/406934	040401/246602	2,789,584	12/2/2003	10 YEARS
AMERICANA	REGISTERED	5/14/2003	78/249495	040401/262227	2,924,288	2/1/2005	10 YEARS
ARCADIA		4/1/2005	78/600931	040401/290822			
AVALON		4/1/2005	78/600936	040401/290824			
BACKSAVER	REGISTERED	6/26/2000	76/076733	040401/198645	2,698,293	3/18/2003	10 YEARS
BAYSIDE	REGISTERED	4/21/2005	78/614112	040401/289923	3,082,347	4/18/2006	10 YEARS
CAMPER CADDIE	REGISTERED	12/22/2003	76/566637	040401/271564	2,996,481	9/20/2005	10 YEARS
CHEYENNE		6/27/2005	78/659158	040401/292002			
COBALT		8/10/2005	78/689368	040401/291774			
COLONIAL	REGISTERED	7/23/2004	78/455679	040401/278501	2,997,832	9/20/2005	10 YEARS
DESTINY	REGISTERED	1/28/2005	76/629156	040401/286321	3,052,800	1/31/2006	10 YEARS
ELEMENT		8/10/2005	78/689400	040401/291770			
EVOLUTION	REGISTERED	3/3/2005	78/579462	040401/285349	3,065,783	3/7/2006	10 YEARS
FAIRVIEW	REGISTERED	5/13/1999	75/704362	040401/181163	2,420,054	1/9/2001	10 YEARS
FLEETWOOD ADVENTURE VEHICLES							
GRAND TOUR		10/8/2003	78/310718	040401/268957			
HIGHLANDER	REGISTERED	1/28/2005	76/629157	040401/269570			
MICROLITE	REGISTERED	2/6/2003	78/211680	040401/259253	2,902,332	11/9/2004	10 YEARS
NEON	REGISTERED	2/6/2003	78/211684	040401/259255	2,935,535	3/22/2005	10 YEARS
		8/10/2005	78/689391	040401/293111			
NEWPORT	REGISTERED	8/29/1983	73/441308	040401/169428	1,290,909	8/21/1984	10 YEARS - RENEW IN 2014
NIAGARA	REGISTERED	3/20/2003	78/228044	040401/261003	2,808,818	1/27/2004	10 YEARS
RESOLUTE	REGISTERED	7/23/2004	78/455654	040401/278512	2,997,830	9/20/2005	10 YEARS
ROANOKE		3/3/2005	78/579537	040401/289695			
ROYALE		3/3/2005	78/579524	040401/289107			
RUSHMORE	REGISTERED	7/23/2004	78/455677	040401/278660	3,057,257	2/7/2006	USE 2012 - RENEW 2016

SANTA FE		6/27/2005	78/659147	040401/289927			
SARATOGA		4/1/2005	78/600943	040401/290825			
SCORPION		7/7/2005	78/665461	040401/285117			10 YEARS
SEA PINE	REGISTERED	4/21/2005	78/614120	040401/289925	3,082,348	4/18/2006	10 YEARS - RENEW IN 2013
SEDONA	REGISTERED	1/29/1992	74/241231	040401/169345	1,776,422	6/15/1993	15 YEARS - RENEW IN 2010
SENECA (CANADA)	REGISTERED		443,844		TMA253,004	12/22/1995	
SEQUOIA	REGISTERED	2/9/1981	73/296425	040401/169431	1,216,606	11/16/1982	10 YEARS - RENEW IN 2012
SUN VALLEY	REGISTERED	2/9/1981	73/296429	040401/169233	1,224,140	12/7/1983	10 YEARS - RENEW IN 2013
SWING LEVEL	REGISTERED	3/30/1992	74/260417	040401/169229	1,789,284	8/24/1993	10 YEARS - RENEW IN 2013
TACOMA	REGISTERED	10/29/1999	75/835864	040401/191685	2,460,452	6/12/2001	10 YEARS
TAOS	REGISTERED	6/19/1995	74/690739	040401/169230	2,051,454	4/8/1997	10 YEARS
TIMBERLAKE	REGISTERED	5/13/1999	75/704361	040401/181775	2,551,523	3/26/2002	10 YEARS
TUCSON	REGISTERED	6/4/2003	78/258369	040401/259252	2,928,290	2/22/2005	10 YEARS
ULTRA GLIDE OUT	REGISTERED	7/13/1997	75/333962	040401/169598	2,412,756	12/12/2000	10 YEARS
VALOR	REGISTERED	7/23/2004	78/455671	040401/279016	2,997,831	9/20/2005	10 YEARS
VICTORY		7/23/2004	78/455658	040401/278943			
WILLIAMSBURG	REGISTERED	3/3/2005	78/579531	040401/289108	3,172,342	11/14/2006	10 YEARS
YUMA	REGISTERED	9/28/2001	76/318909	040401/191671	2,765,150	9/16/2003	10 YEARS

Travel Trailers

TRADEMARK	STATUS	FILED	SERIAL NO.	REF. NO	REG. NO.	REG. DATE	TERM
AEROFILITE		7/15/2004	78/451255	040401/280371			10 YEARS - RENEW 2008
AVION	REGISTERED	9/7/1977	73/140327	040401/168557	1096646	7/18/1978	10 YEARS
AVION PLATINUM AX6	REGISTERED	9/19/2000	76/131261	040401/203177	2,687,147	2/11/2003	10 YEARS
	REGISTERED	7/24/2002	78/147068	040401/251212	2,856,801	6/22/2004	10 YEARS

CANADIAN COUNTRY COTTAGES (CANADA)	REGISTERED	12/20/2002	1,168,155	040401/252,551	TMA610,147	5/12/2004	15 YEARS
CARAVAN	REGISTERED	4/15/2003	76/506706	040401/261093	2,878,654	8/31/2004	10 YEARS
COTTAGE COUNTRY RESORT (CANADA)	REGISTERED	12/20/2002	1,163,089	040401/252,869	TMA609,516	5/6/2004	15 YEARS
DAKOTA	REGISTERED	7/21/2000	76/093027	040401/200167	2,618,746	9/10/2002	10 YEARS
DREAM PARK	REGISTERED	2/6/1986	73/581578	040401/17301	1,407,616	9/2/1988	10 YEARS
GLAMIS EDITION		2/21/2006	78/819281				
GEARBOX	REGISTERED	6/23/2003	78/265756	040401/263391	2,934,152	3/15/2005	10 YEARS
GEARBOX (CANADA)		12/14/2004	1240503	TM 60004-1 CA 040401/285737			
LYNX	REGISTERED	7/21/2000	76/093026	040401/198647	2,669,821	12/31/2002	10 YEARS
MALLARD	REGISTERED	9/12/1968	72/307216	040401/169427	880791	11/18/1969	10 YEARS - RENEW 2009
MALLARD (HOUSE TRAILERS)	REGISTERED	4/12/1962	72/142114	040401/169424	746486	3/12/1963	10 YEARS - RENEW 2013
MALLARD BIRD (DESIGN)	REGISTERED	9/18/1968	72/307655	040401/169426	746487	3/12/1963	10 YEARS - RENEW 2013
MALLARD BIRD (DESIGN)	REGISTERED	4/16/1962	72/142329	040401/169425	746487	3/12/1963	10 YEARS - RENEW 2013
MALLARD SPORT		10/22/2005	78/738604	040401/302258			
MISCELLANEOUS DESIGN (TERRY)	REGISTERED	1/6/1977	73/111629	040401/169438	1,074,504	10/4/1977	10 YEARS - RENEW 2007
NITROUS		10/5/2005	78/726777				
NORTHERN PRIDE (CANADA)	REGISTERED	4/11/2003	1,174,406	040401/262,181	TMA622,904	10/20/2004	15 YEARS
ORBIT		10/21/2004	78/503955	040401/280319			
PEGASUS		8/10/2004	78465230	040401/281431			
PIONEER	REGISTERED	7/24/2003	78/278260	040401/1993667	3,048,544	1/24/2006	10 YEARS
PIONEER SPIRIT		10/22/2005	78/738606	040401/302259			
PRIDE		1/27/2003	76/484849	040401/2583060			
PROWLER (& DESIGN)	REGISTERED	2/14/1967	72/264661	040401/173001	840,345	12/12/1967	10 YEARS - RENEW 2007
PROWLER (CANADA)		4/11/2003	1,174,405	040401/262,179 TM 56809-1 CA			

PROWLER (DESIGN) (CANADA)	REGISTERED	4/12/1972	352,100	040401/169804	TMA188791	2/23/1973	15 YEARS - RENEW 2012
PROWLER CLASSIC		10/22/2005	78/738608	040401/302260			
PROWLER REGAL	REGISTERED	7/24/2002	78/147054	040401/249386	2,826,461	3/23/2004	10 YEARS
REDLINE		10/5/2005	78/726786				
SEDONA		3/3/2005	78/579510	040401/289694			
STORAGE OPTIMIZER	REGISTERED	2/8/2002	76/368425	040401/242381	2,631,658	10/8/2002	10 YEARS
SUN VALLEY	REGISTERED	3/3/2005	78/579558	040401/289693	3,172,343	11/14/2006	10 YEARS
TERRY	REGISTERED	1/6/1977	73/111628	040401/169539	1,082,441	1/17/1978	10 YEARS - RENEW IN 2008
TERRY (CANADA)	REGISTERED		1174404	040401/262178	TMA610,801	5/20/2004	15 YEARS
TERRY (DESIGN)	REGISTERED	5/5/1965	72/218097	040401/173002	808384	5/17/1966	TRYING TO RENEW (ISSUE WITH CHANGES TO DESIGN)
TERRY (DESIGN) (CANADA)	REGISTERED	7/17/1972	355265	040401/169802	TMA191275	5/25/1973	15 YEARS - RENEW IN 2018
TERRY QUANTUM	REGISTERED	7/24/2002	78/147061	040401/249,378	2,835,398	4/20/2004	10 YEARS
TERRY RESORT		10/22/2005	78/738609	040401/302261			
TRIUMPH	REGISTERED	6/4/2001	76/266081	040401/234335	2753862	8/19/2003	10 YEARS
VINTAGE	REGISTERED	9/19/2000	76/131262	040401/203180	2,583,572	6/18/2002	10 YEARS
WILDERNESS	REGISTERED	7/17/2003	78/275740	040401/267206	2,853,971	6/15/2004	10 YEARS
WILDERNESS ADVANTAGE	REGISTERED	7/24/2002	78/147046	040401/249379	2,826,460	3/23/2004	10 YEARS
WILDERNESS SCOUT		10/22/2005	78/738611	040401/302262			
YUKON	REGISTERED	7/21/2000	76/093025	040401/198648	2,629,020	10/1/2002	10 YEARS

Motor Homes

TRADEMARK	STATUS	FILED	SERIAL NO.	REF. NO.	REG. NO.	REG. DATE	TERM
AMERICAN COACH	REGISTERED	4/17/2003	78/238659	040401/262212	29,903,920	11/16/2004	10 YEARS
AMERICAN EAGLE	REGISTERED	11/7/1990	74/113288	040401/169321	1,759,144	3/16/1993	10 YEARS - RENEW IN 2013
AMERICAN HERITAGE	REGISTERED	1/15/1999	75/621308	040401/175284	2,318,980	2/15/2000	10 YEARS

AMERICAN TRADITION	REGISTERED	10/17/1996	75/185210	040401/169376	2,101,571	9/30/1997	10 YEARS
AVION	REGISTERED	7/18/1978	73/140327	040401/168557	1,096,646	7/18/1978	10 YEARS - RENEW IN 2008
BOUNDER	REGISTERED	2/6/1986	73/581502	040401/173009	1,407,614	9/2/1986	BEING RENEWED FOR 10 YEARS
BOUNDER - LOGO	REGISTERED	2/6/1986	73/581504	040401/169463	1,438,547	5/5/1987	10 YEARS
DISCOVERY		3/9/1998	75/446828	040401/169266	2,292,184	11/16/1999	10 YEARS
EXPEDITION	REGISTERED	1/9/1998	75/417360	040401/169259	2,522,953	12/25/2001	10 YEARS
EZ GLIDE	REGISTERED	7/30/1997	75/332869	040401/169599	2,456,483	5/29/2001	10 YEARS
FIESTA	REGISTERED	10/10/2000	76/143426	040401/204364	2,705,159	4/8/2003	10 YEARS
FLAIR	REGISTERED	4/24/1991	74/160403	040401/169265	1,673,389	1/28/1992	10 YEARS
INTELLIGENTDESIGN		3/16/2005	78/589304	040401/285122			
JAMBOREE	REGISTERED	7/2/1973	72/461946	040401/169797	983,735	5/14/1974	10 YEARS - RENEW IN 2014
PACE ARROW (& DESIGN)	REGISTERED	2/8/1968	72/290657	040401/169805	887,034	3/3/1970	10 YEARS - RENEW IN 2010
PACE ARROW (CANADA)	REGISTERED	10/25/1973	369211	040401/169806	TMA201303	8/23/1974	15 YEARS - RENEW IN 2019
POWER PLATFORM	REGISTERED	3/16/2005	78/589295	040401/287091	3,095,256	5/23/2006	10 YEARS
PROVIDENCE	REGISTERED	1/3/2002	76/354384	040401/202069	2,733,217	7/1/2003	10 YEARS
REVOLUTION	REGISTERED	7/16/2002	76/431921	040401/249836	2,715,631	5/13/2003	10 YEARS
SOUTHWIND	REGISTERED	6/4/1974	73/023287	040401/169540	1,020,474	9/16/1975	10 YEARS - RENEW IN 2015
SOUTHWIND (CANADA)	REGISTERED	4/1/1977	409071	040401/169794	230,535	9/29/1978	15 YEARS - RENEW IN 2008
SPACEPLUS		3/16/2005	78/589310	040401/285121			
SSQV	REGISTERED	9/28/2001	76/318910	040401/236678	2,823,804	3/16/2004	10 YEARS
STORM	REGISTERED	2/14/2002	76/370594	040401/190358	2,668,820	12/31/2002	10 YEARS
TERRA	REGISTERED	10/10/2000	76/143327	040401/204365	2,828,834	4/6/2004	10 YEARS
TIOGA	REGISTERED	2/3/1972	72/414439	040401/169795	940,353	8/8/1972	10 YEARS - RENEW IN 2012
TIOGA (CANADA)	REGISTERED	5/3/1972	352938	040401/169796	189,487	3/23/1973	15 YEARS - RENEW IN 2018
TUFF COAT	REGISTERED	9/19/2000	76/131263	040401/201689	2,602,359	7/30/2002	10 YEARS

Manufactured Housing

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
AMERICANA	REGISTERED	9/15/2003	78/300613	040401/269035	3,000,776	9/27/2005	10 YEARS
ANNIVERSARY	REGISTERED	8/22/2003	78/290907	040401/268213	2,939,708	4/12/2005	10 YEARS
BARRINGTON	REGISTERED	2/6/1969	72/318485	040401/172919	897,664	9/1/1970	10 YEARS - RENEW IN 2010
BEACON HILL	REGISTERED	7/23/1986	73/610903	040401/169461	1,458,232	9/22/1987	10 YEARS - RENEW IN 2007
BERKSHIRE	REGISTERED	12/9/1971	72/409785	040401/172918	957,220	4/17/1973	10 YEARS - RENEW IN 2013
BRITTANY PARK	REGISTERED	3/13/1989	73/786047	040401/169462	1,556,748	9/19/1989	10 YEARS - RENEW IN 2009
BROADMORE	REGISTERED	7/30/1962	72/150045	040401/173006	749,026	5/7/1963	10 YEARS - RENEW IN 2013
BROADMORE (CANADA)	REGISTERED	4/12/1972	352,098	040401/268029	TMA188790	2/23/1973	15 YEARS - RENEW IN 2018
BROOKFIELD	REGISTERED	8/28/1978	73/183829	040401/172514	1,122,755	7/24/1979	10 YEARS - RENEW IN 2009
CARRIAGE HILL	REGISTERED	2/4/1988	73/709336	040401/169372	1,502,962	9/16/1988	10 YEARS - RENEW IN 2008
CELEBRATION	REGISTERED	9/3/1997	75/350872	040401/169253	2,276,533	9/7/1999	10 YEARS
CHADWICK	REGISTERED	3/27/1991	74/151831	040401/169543	1,674,244	2/4/1992	10 YEARS - RENEW IN 2012
CHESTNUT MANOR	REGISTERED	8/17/2001	76/301946	040401/235931	2,655,019	11/26/2002	10 YEARS
CONTEMPORARY	REGISTERED	3/19/2003	78/147568	040401/251245	2,739,369	7/15/2003	10 YEARS
CORONADO	REGISTERED	2/6/1991	74/136803	040401/169320	1,713,685	9/8/1992	10 YEARS - RENEW IN 2012
CROWNPOINTE	REGISTERED	6/16/1978	73/174789	040401/172513	1,113,551	2/20/1979	10 YEARS - RENEW IN 2009
DEER CREEK	REGISTERED	11/16/1998	75/588706	040401/172176	2,423,899	1/23/2001	10 YEARS
DESERT VILLA	REGISTERED	6/11/1998	75/500292	040401/169267	2,455,788	5/29/2001	10 YEARS
EAGLE TRACE	REGISTERED	6/22/1990	74/071633	040401/169541	1,640,399	4/9/1991	10 YEARS - RENEW IN 2011
EDGEWOOD	REGISTERED	10/25/1982	73/400633	040401/169251	1,288,889	8/7/1984	10 YEARS - RENEW IN 2014
ENTERTAINER	REGISTERED	8/17/2001	76/301943	040401/237501	2,687,373	2/11/2003	10 YEARS

EXCALIBUR	REGISTERED	9/17/1998	75/554439	040401/169878	2,496,633	10/9/2001	10 YEARS
EXPRESSION	REGISTERED	8/13/2003	78/286636	040401/176518	2,950,191	5/10/2005	10 YEARS
FESTIVAL	REGISTERED	1/22/1970	72/349271	040401/172921	906,536	1/26/1971	10 YEARS - RENEW IN 2011
FLEETWOOD HOMES	REGISTERED	5/9/1996	75/101183	040401/242142	2,055,052	4/22/1997	10 YEARS - RENEW IN 2007
GABLEWOOD		12/01/2006	77/055125	040401/320620			
GLENBROOK	REGISTERED	3/17/1972	72/418724	040401/173003	941,867	8/29/1972	10 YEARS - RENEW IN 2012
GLENBROOK (CANADA)	REGISTERED	7/17/1992	355264	040401/268030	TMA190150	4/13/1973	15 YEARS - RENEW 2013
GREEN HILL	REGISTERED	4/15/1983	73/421812	040401/173000	1,275,063	4/24/1984	10 YEARS - RENEW IN 2014
HARBOR SPRINGS	REGISTERED	6/21/1990	74/071232	040401/169247	1,639,024	3/26/1991	10 YEARS - RENEW IN 2011
HICKORY HILL	REGISTERED	4/8/1991	74/155121	040401/169422	1,673,387	1/28/1992	10 YEARS - RENEW IN 2012
HIGHLAND PARK	REGISTERED	2/6/1986	73/581579	040401/173008	1,419,929	12/9/1986	10 YEARS
INSPIRATION		2/23/2004	78/372437	040401/274359			
LAKE POINTE	REGISTERED	12/14/1987	73/700678	040401/169347	1,500,455	8/16/1988	10 YEARS - RENEW IN 2008
LAKE SPRINGS	REGISTERED	6/7/1990	74/066527	040401/169423	1,638,306	3/19/1991	10 YEARS - RENEW IN 2011
LIFESTAGES	REGISTERED	3/19/2001	76/226712	040401/176127	2,701,140	3/25/2003	10 YEARS
MEADOWBROOK	REGISTERED	1/9/1999	75/843741	040401/191882	2,625,680	9/24/2002	10 YEARS
MEDFORD	REGISTERED	10/14/1982	73/400043	040401/169250	1,288,888	8/7/1984	10 YEARS - RENEW IN 2014
OAK GROVE	REGISTERED	5/16/1990	74/059376	040401/169385	1,636,836	3/5/1991	10 YEARS - RENEW IN 2011
OAK KNOLL	REGISTERED	3/30/1992	74/260474	040401/169324	1,736,604	12/1/1992	10 YEARS - RENEW IN 2012
OAKLAND	REGISTERED	3/30/1992	74/260688	040401/169326	1,738,349	12/8/1992	10 YEARS - RENEW IN 2012
PARK PLACE	REGISTERED	2/8/1990	74/026917	040401/169381	1,616,645	10/9/1990	10 YEARS - RENEW IN 2010

REFLECTION	REGISTERED	4/10/1989	73/792096	040401/169386	1,565,806	11/14/1989	10 YEARS - RENEW IN 2009
RIVERKNOLL	REGISTERED	8/22/1985	73/555180	040401/172992	1,386,737	3/18/1986	10 YEARS - RENEW IN 2016
SADDLEBROOK	REGISTERED	6/26/1990	74/073002	040401/169390	1,646,780	6/4/1991	10 YEARS - RENEW IN 2011
SANDALWOOD	REGISTERED	2/21/1990	74/031038	040401/169367	1,622,384	11/13/1990	10 YEARS - RENEW IN 2010
SANDPOINTE	REGISTERED	3/8/1973	72/450858	040401/172923	980,269	3/12/1974	10 YEARS - RENEW IN 2014
SEDONA	REGISTERED	6/11/1998	75/500291	040401/169256	2,348,118	5/9/2000	10 YEARS
SILVER RIDGE	REGISTERED	10/28/1998	75/574205	040401/171844	2,553,079	3/26/2002	10 YEARS
SPRING HILL	REGISTERED	1/10/1980	73/245569	040401/172998	1,159,078	6/30/1981	10 YEARS - RENEW IN 2011
STONE CREEK	REGISTERED	4/22/1991	74/158942	040401/169261	1,674,345	4/3/2002	10 YEARS
STONERIDGE	REGISTERED	3/7/1986	73/586818	040401/173010	1,427,391	2/3/1987	10 YEARS - RENEW IN 2007
SUNCREST	REGISTERED	2/22/1972	72/416139	040401/169245	966,938	8/23/1973	10 YEARS - RENEW IN 2013
SUNPOINTE	REGISTERED	2/1/1990	74/024762	040401/169246	1,616,643	10/9/1990	10 YEARS - RENEW IN 2010
TAURUS (CANADA)	REGISTERED	4/1/1977	409072	040401/169793	TMA230536	9/29/1978	10 YEARS - RENEW IN 2008
TIMBERLAKE	REGISTERED	5/13/1999	75/704361	040401/181775	2,551,523	3/26/2002	10 YEARS
TIMBERWOOD	REGISTERED	11/9/1999	75/843742	040401/191881	2,541,295	2/19/2002	10 YEARS
TRADITION	REGISTERED	11/21/2000	76/169099	040401/206157	2,828,221	3/30/2004	10 YEARS
TREND SETTER		2/23/2004	78/372442	040401/274360			
TRENDSETTER HOMES		12/4/2006	77/064340				
VOGUE	REGISTERED	8/24/2003	76/538033	040401/268028	3,089,063	5/9/2006	10 YEARS
WATERFORD	REGISTERED	12/27/1993	74/473170	040401/169346	2,016,005	11/12/1996	10 YEARS
WAVERLY CREST	REGISTERED	7/1/1988	73/737730	040401/169437	1,524,412	2/14/1989	10 YEARS - RENEW 2009
WESTFIELD		12/6/2006	77/058488	040401/320593			
WESTON		12/6/2006	77/058478	040401/320594			
WINGATE	REGISTERED	2/1/1990	74/024744	040401/169436	1,616,642	10/9/1990	10 YEARS - RENEW 2010

Slide-in Campers

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
CARIBOU	REGISTERED	74/134,647	040401/169544	1,660,744	10/15/1991	1/30/1991	10 YEARS - RENEW 2011
ELKHORN	REGISTERED	74/260,682	040401/169339	1,736,411	12/1/1992	3/30/1992	10 YEARS - RENEW 2012

Miscellaneous

<u>TRADEMARK</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REF. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TERM</u>
USED BY VARIOUS FLEETWOOD COMPANIES							
CLUB FLEETWOOD	REGISTERED	3/21/2002	76/386,073	040401/242143	2,739,788	7/22/2003	10 YEARS
DRIVEN TO EXPLORE (FLEETWOOD RV TAGLINE)	REGISTERED	5/4/2004	76/590,404	040401/269551	2,963,793	6/28/2005	10 YEARS
(FLEETWOOD SHEILD LOGO)	REGISTERED	6/16/2004	76/597,681	040401/273967	3,031,201	12/20/2005	10 YEARS
FLEETWOOD (CANADA)	REGISTERED	4/13/1972	72/421,240	040401/169263	964,053	7/17/1973	10 YEARS - RENEW IN 2013
FLEETWOOD (OLD LOGO DESIGN)	REGISTERED	2/14/1972	350,293	040401/169792	TMA189854	3/25/2003	15 YEARS - RENEW IN 2018
FLEETWOOD FIRST	REGISTERED	3/7/1979	73/206408	040401/172999	1,141,276	11/11/1980	10 YEARS - RENEW IN 2010
FLEETWOOD HOMES	REGISTERED	7/17/2003	76/531,485	040401/264761	2,855,783	6/22/2004	10 YEARS
FLEETWOOD RV	REGISTERED	5/9/1996	75/101,183	040401/242142	2,055,052	4/22/1997	10 YEARS
	REGISTERED	6/21/2000	76/074,419	040401/199122	2,619,632	9/17/2002	10 YEARS
PINNACLE PARTNERS UP & RUNNING	REGISTERED	5/7/2003	78/246,869	040401/262759	2,890,401	9/28/2004	10 YEARS
	REGISTERED	7/16/2004	76/602,652	040401/275927	2,994,009	9/13/2005	10 YEARS

USED BY CONTINENTAL IMPORTS

C I LOGO	REGISTERED	4/20/2000	76/029,559	040401/196965	2,509,143	11/20/2001	10 YEARS
----------	------------	-----------	------------	---------------	-----------	------------	----------

USED BY FLEETWOOD RETAIL CORPORATION

DARE TO COMPARE	REGISTERED	3/22/2000	76/007424	040401/193587	2,437,036	3/20/2001	10 YEARS
EXPRESSION HOMES	REGISTERED	1/28/2005	76/629154	040401/287826	3,052,798	1/31/2006	10 YEARS
EXPRESSION HOMES (LOGO)	REGISTERED	1/28/2005	76/629155	040401/287787	3,052,799	1/31/2006	10 YEARS

USED BY FLEETWOOD VACATION CLUB

FVC LOGO		10/25/2004	78/505,472	040401/284373			
FLEETWOOD VACATION CLUB	REGISTERED	4/16/2004	78/403,462	040401/276182	3,033,084	12/20/2005	10 YEARS
THE ROAD TO HAPPINESS, NOW OPEN (FVC TAGLINE)		10/21/2004	78/503,948	040401/283038			

USED BY GOLD SHIELD OF INDIANA, INC.

JET STREAM	REGISTERED	4/11/1988	73/721589		1584545	2/27/1990	10 YEARS - RENEW IN 2010
IMAGE-BRITE	REGISTERED	7/26/1989	73/814958		1521717	1/24/1989	10 YEARS - RENEW IN 2009

TRADEMARK

REEL: 003968 FRAME: 0124

Schedule II(b) to Patent & Trademark Security Agreement
Unregistered U.S. Trademarks

FOLDING TRAILERS

GRAPHITE
RIO
UTAH
WESTLAKE

TRAVEL TRAILERS

ADVANTAGE
F.U.E.L.
HYPERLITE
NITROUS HYPERLITE
QUANTUM
REGAL
RESORT
ROCK-SOLID
ROCK THE BOX
ULTRALITE
WIDE RIDE

MOTOR HOMES

EXCURSION
JAMBOREE SPORT
LIBERTY CHASSIS
TIOGA RANGER
X2

MANUFACTURED HOUSING

BRITTANY MANOR
CARRIAGE MANOR
CLAREMONT
COUNTRY MANOR

DREAM PARK
EAGLE
FLEETWOOD HOMES (LOGO)
FLORIDA
GABLEWOOD HOMES
LIFESTYLES
OAK PARK
QUALITY FOR LIFE
WATERFORD PARK
WOODLAND PARK

<u>MISCELLANEOUS</u>
FLEETWOOD TRAVELCADE CLUB
FLEETWOOD RETAIL CORPORATION (LOGO)
FVC
GOLD SHIELD (LOGO)
JET STREAM (LOGO)
HOMEONE CREDIT CORP. LOGO
HOME SENTRY LOGO