

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleetwood Enterprises, Inc.		05/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CMH Manufacturing, Inc.		
Street Address:	5000 Clayton Road		
Internal Address:	Attn: Rick Boyd		
City:	Maryville		
State/Country:	TENNESSEE		
Postal Code:	37804		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3436990	TRENDSETTER HOMES	
CORRESPONDENCE DATA			
Fax Number:	(800)680-9592		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-380-3000		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CMH Manufacturing, Inc.		
Address Line 1:	5000 Clayton Road		
Address Line 2:	Attn: Rick Boyd		
Address Line 4:	Maryville, TENNESSEE 37804		
ATTORNEY DOCKET NUMBER:	438425		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$40.00 3436990

Date:

06/05/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 28, 2009 (this "Assignment"), by Fleetwood Enterprises, Inc., a Delaware corporation (the "Assignor"), in favor of CMH Manufacturing, Inc., a Tennessee corporation (the "Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement dated as of May 22, 2009 (as amended, modified and supplemented from time to time, the "Asset Purchase Agreement") among the Assignee, the Assignor and an affiliate of the Assignor named therein.

Pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign, transfer and deliver to the Assignee all of the Assignor's rights, title and interest in and to the Transferred IP, including, without limitation, the trademarks listed on Schedule 1 attached hereto (the "Trademarks").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Asset Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to the Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

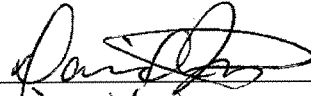
1. The Assignor hereby assigns, transfers and delivers to the Assignee all of its rights, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the Business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world, and (d) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Trademarks.

2. The Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of all of the Assignor's rights, title and interest in and to the Trademarks.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

CMH MANUFACTURING, INC.,
a Tennessee corporation

By: 
Name: *David Jessup*
Title: *President*

FLEETWOOD ENTERPRISES, INC.,
a Delaware corporation

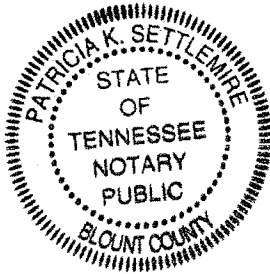
By: _____
Name:
Title:

SIGNATURE PAGE
TO
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003999 FRAME: 0871

STATE OF TN)
:ss.:
COUNTY OF Blount)

On this 28 day of May, 2009 before me personally came David Jessup, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of CMH Manufacturing, Inc.; [s/he] signed the instrument in the name of CMH Manufacturing, Inc.; and [s/he] had the authority to sign the instrument on behalf of CMH Manufacturing, Inc..



Patricia K Settlemyre
Notary Public


MY COMMISSION EXPIRES:
March 26, 2011

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

CMH MANUFACTURING, INC.,
a Tennessee corporation

By: _____
Name:
Title:

FLEETWOOD ENTERPRISES, INC.,
a Delaware corporation

By:  _____
Name: Elden L. Smith
Title: President & CEO

SIGNATURE PAGE
TO
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003999 FRAME: 0873

SCHEDULE 1

Trademarks

Mark	App. No.	Filed	Reg. No.	Registered
Trendsetter Homes	22/064340	12/14/2006	3,436,990	5/27/2008

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7871988.2