

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Second Lien Collateral Agent		07/17/2009	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2195330	CHAMPION
Registration Number:	2195331	CHAMPION
Registration Number:	2500108	HELPING TO MAKE YOUR HOUSE JUST A LITTLE MORE LIKE HOME
Registration Number:	2986135	SIESTA SOL
Registration Number:	2986154	SIESTA SOL RETRACTABLE AWNING BY CHAMPION
Registration Number:	3039140	COMFORT 365
Registration Number:	3373431	COMFORT 365 WINDOWS
Registration Number:	3373432	COMFORT 365 DOORS
Registration Number:	3362869	COLORBOND

CORRESPONDENCE DATA

Fax Number: (919)416-8328

900141135

**TRADEMARK
 REEL: 004046 FRAME: 0783**

OP \$240.00 2195330

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

Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.011238 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/17/2009

Total Attachments: 3
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 17th day of July, 2009, by BANK OF AMERICA, N.A., as Second Lien Collateral Agent, having an office at 1455 Market Street, CA5-701-05-19, San Francisco, CA 94404, Attention: Joan Mok ("Assignor"), in favor of THE BANK OF NEW YORK MELLON, a banking corporation formed under the laws of the State of New York, having an office at 600 East Las Colinas Blvd., Suite 1300, Irving, TX 75039 Attention: Melinda Valentine/Vice President ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is a party to the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and for the mutual and dependent covenants herein contained, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Second Lien Trademark Security Agreement (recorded at the United States Patent and Trademark Office on May 15, 2007 at Reel 3541 and Frame 0778), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or

unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A., a national banking association, as Second Lien Collateral Agent

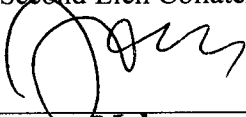
By: 
Name: Joan Mok
Title: Vice President

EXHIBIT A

INTELLECTUAL PROPERTY

Trademark	Serial Number	Registration Number	Registration Date
Champion (and design)	75/322053	2195330	10/13/1998
Champion	75/322054	2195331	10/13/1998
Helping to Make Your House Just a Little More Home	76/109841	2500108	10/23/2001
Siesta Sol	78/207264	2986135	8/16/2005
Siesta Sol Retractable Awning By Champion (logo)	78/215558	2986154	8/16/2005
Comfort 365	76/585595	3039140	1/10/2006
Comfort 365 Windows	76/643331	3373431	1/22/2008
Comfort 365 Doors	76/643332	3373432	1/22/2008
Color Bond	76/658749	3362869	1/1/2008

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