

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Home Builders, Inc.		03/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	45 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	National Association: UNKNOWN		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2510796	CHAMPION HOME CENTER	
Registration Number:	2915667	BUILD OUR HOMES BUILD YOUR FUTURE	
Registration Number:	3149123	HOMER DUNNWRIGHT	
Registration Number:	3184695	CBS CUSTOM ENGINEERED MODULES	
Registration Number:	2367429	SILVERCREST	
Registration Number:	2050361	DUTCH	
Registration Number:	2462213	FORTUNE	
Registration Number:	726680	NEW MOON	
Registration Number:	1575727	THE GREAT AMERICAN HOMEMAKER	
Registration Number:	3452755	REDMAN HOMES	
Registration Number:	1273869	THE GREAT AMERICAN HOMEMAKER REDMAN HOMES	
Registration Number:	775658	ATLANTIC	
Registration Number:	2702761	BUILD BETTER. BUILD FASTER.	
Registration Number:	696685	CHAMPION	

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Registration Number:	978385	CHAMPION
Registration Number:	3697485	CHAMPION
Registration Number:	2702831	COMMANDER HOUSING
Registration Number:	839054	
Registration Number:	2618713	GENESIS
Registration Number:	2685417	GENESIS HOMES
Registration Number:	2959522	GENWAY HOME BUILDING CENTER
Registration Number:	2424003	HOMEPRIDE
Registration Number:	2430060	HOMEPRIDE
Registration Number:	3461050	HOMES OF MERIT
Registration Number:	3487714	MODULINE
Registration Number:	3472836	NEW IMAGE HOMES
Registration Number:	981878	SEQUOIA
Registration Number:	3646171	SUITE RETREAT
Registration Number:	2019761	SUMMIT CREST
Registration Number:	1540378	TITAN
Registration Number:	2800835	GENESIS AFFORDABLE HOUSING
Serial Number:	77118763	CALEDONIAN

CORRESPONDENCE DATA

Fax Number: (212)230-7740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6556
Email: kathleenmangual@paulhastings.com
Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	75253.00006
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	03/22/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2010 (this "Agreement"), is made by Champion Home Builders, Inc., a Delaware corporation (the "Grantor"), in favor of Wells Fargo Bank, N.A., having an address at 45 Broadway, New York, NY 10006, as the collateral agent and administrative agent for the Secured Parties (as defined below) (in such capacity and together with its successors and assigns from time to time, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement dated as of March 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the Subsidiary Guarantors party hereto, the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), Wells Fargo Bank, N.A., as the administrative agent and collateral agent (in such capacity, the "Administrative Agent"), Wells Fargo, N.A., as the Synthetic Issuer and Credit Suisse AG, Cayman Islands Branch, as the Legacy Issuer, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 6.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

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

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

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

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property registered with the United States Patent and Trademark Office, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those which are the subject of a registration or application referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the U.S. Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all renewals of the foregoing (collectively referred to as the "Trademark");

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

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

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

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

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

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

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the

Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the Governing Law provisions set forth in Section 9.10 thereof) are incorporated by reference herein as if fully set forth herein.

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

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

* * * * *

SCHEDULE I
to Trademark Security Agreement

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Country</u>
CHAMPION HOME CENTER	2510796	75/387936	November 20, 2001	USA
BUILD OUR HOMES BUILD YOUR FUTURE	2915667	76/525399	January 4, 2005	USA
HOMER DUNNWRIGHT	3149123	76/535939	September 26, 2006	USA
CBS CUSTOM ENGINEERED MODULES	3184695	78/580312	December 12, 2006	USA
SILVERCREST	2367429	75/409192	July 18, 2000	USA
DUTCH	2050361	74/726833	April 8, 1997	USA
FORTUNE	2462213	75/560391	June 19, 2001	USA
NEW MOON	726680	72/119548	January 23, 1962	USA
THE GREAT AMERICAN HOMEMAKER	1575727	73/759243	January 2, 1990	USA
REDMAN HOMES	3452755	77/288364	June 24, 2008	USA
THE GREAT AMERICAN HOMEMAKER REDMAN HOMES (& Design)	1273869	73/365462	April 10, 1984	USA
ATLANTIC	775658	72/176779	August 25, 1964	USA
BUILD BETTER. BUILD FASTER.	2702761	78/143067	April 1, 2003	USA
CHAMPION	696685	72/082482	April 26, 1960	USA

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Country</u>
CHAMPION	978385	72/415722	February 12, 1974	USA
CHAMPION & Design	3697485	77/373144	October 20, 2009	USA
COMMANDER HOUSING & Design	2702831	75/724151	April 1, 2003	USA
DESIGN (Torch In Circle)	839054	72/247772	November 21, 1967	USA
GENESIS	2618713	76/054174	September 10, 2002	USA
GENESIS HOMES & Design	2685417	76/203726	February 11, 2003	USA
GENWAY HOME BUILDING CENTER & Design	2959522	78/330524	June 7, 2005	USA
HOMEPRIDE	2424003	75/659080	January 23, 2001	USA
HOMEPRIDE & Design	2430060	76/023027	February 20, 2001	USA
HOMES OF MERIT & Design	3461050	77/287046	July 8, 2008	USA
MODULINE & Design	3487714	77/318073	August 19, 2008	USA
NEW IMAGE HOMES & Design	3472836	77/014945	July 22, 2008	USA
SEQUOIA	981878	72/445749	April 9, 1974	USA
SUITE RETREAT	3646171	77/539413	June 30, 2009	USA
SUMMIT CREST	2019761	74/618225	November 26, 1996	USA
TITAN	1540378	73/636916	May 23, 1989	USA

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Country</u>
GENESIS AFFORDABLE HOUSING	2800835	76/257797	December 30, 2003	USA

Pending Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Country</u>
CALEDONIAN Logo	77/118763	USA

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

CHAMPION HOME BUILDERS, INC.

By: Andrew Carlino
Name: Andrew Carlino
Title: Vice President

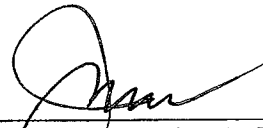
On this 8th day of March 2010, before me appeared Andrew Carlino, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the Grantor with authority to do so.

State of Massachusetts)
) ss.
County of Suffolk)



DIANE E. BEANE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 15, 2014

WELLS FARGO BANK, N.A., as Administrative Agent

By: 
Name: **Julius R. Zamora**
Title: **Vice President**

On this 18th day of MARCH 2010, before me appeared JULIUS R. ZAMORA, the person who signed this instrument, who acknowledged that (s)he signed it as a free act on behalf of the Administrative Agent with authority to do so.

State of NEW YORK)

) ss.

County of KINGS)



DONNY TONG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TO6135628
Qualified in Kings County
My Commission Expires October 24, 2013

[Star Fleet Trucking, Inc. – Trademark Security Agreement]