

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Redman Homes, Inc.		03/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Champion Home Builders, Inc.
Street Address:	755 West Big Beaver Road
Internal Address:	Suite 1000
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2050361	DUTCH
Registration Number:	2462213	FORTUNE
Registration Number:	0726680	NEW MOON
Registration Number:	1575727	THE GREAT AMERICAN HOMEMAKER
Registration Number:	3452755	REDMAN HOMES
Registration Number:	1273869	THE GREAT AMERICAN HOMEMAKER REDMAN HOMES

CORRESPONDENCE DATA

Fax Number: (617)235-9322
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-7121
 Email: ronald.duvernay@ropesgray.com
 Correspondent Name: Brad E. Moyer
 Address Line 1: One International Place
 Address Line 2: Ropes & Gray LLP
 Address Line 4: Boston, MASSACHUSETTS 02110-2624

TRADEMARK

900157698

REEL: 004171 FRAME: 0763

CH \$165.00 2050361

ATTORNEY DOCKET NUMBER:	BCCI-283-029
NAME OF SUBMITTER:	Brad E. Moyer
Signature:	/B Moyer/
Date:	03/22/2010
Total Attachments: 4 source=BCCI283029 Redman Homes Trademark Assignment#page1.tif source=BCCI283029 Redman Homes Trademark Assignment#page2.tif source=BCCI283029 Redman Homes Trademark Assignment#page3.tif source=BCCI283029 Redman Homes Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, effective as of March 19, 2010 (this "Assignment"), by Redman Homes, Inc. ("Assignor"), a Delaware corporation, and a direct or indirect subsidiary of Champion Enterprises, Inc., a Michigan corporation, is in favor of Champion Home Builders, Inc. (f/k/a New Champion Homes, Inc.) ("Assignee"), a Delaware corporation. All capitalized terms not otherwise defined herein shall have the definitions given in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to, trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), exclusively relating to the Business and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor's rights, title, and interest, in and to:

- (i) the trademarks set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks;
- (iv) all rights corresponding thereto throughout the world; and
- (v) all prosecution history files for such trademark registrations and applications for trademark registration in the possession of the Assignor, as well as records, prototypes, specimens, and materials contained in such files;

From time to time after the date hereof for a commercially reasonable time period after the Closing Date, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York, without regard to its conflict of law principle provisions.

[SIGNATURES ON NEXT PAGE]

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DUTCH	USA	74/726833	2050361	April 9, 1997
FORTUNE	USA	75/560391	2462213	June 19, 2001
NEW MOON	USA	72/119548	726680	January 23, 1962
THE GREAT AMERICAN HOMEMAKER	USA	73/759243	1575727	January 2, 1990
REDMAN HOMES	USA	77/288364	3452755	June 24, 2008
THE GREAT AMERICAN HOMEMAKER REDMAN HOMES (& Design)	USA	73/365462	1273869	April 10, 1984