

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
Western Homes Corporation		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: 1			
Property Type	Number	Word Mark	
Registration Number:	2367429	SILVERCREST	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9322		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	BCCI-283-029		
NAME OF SUBMITTER:	Brad E. Moyer		
Signature:	/B Moyer/		

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**TRADEMARK
 REEL: 004171 FRAME: 0790**

Date:

03/22/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, effective as of March 19, 2010 (this "Assignment"), by Western Homes Corporation ("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]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

WESTERN HOMES CORPORATION


By: *R K S*
Name: Roger K. Scholten
Title: Vice President and Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Roger K. Scholten is known to me to be the Vice President and Secretary of Western Homes Corporation and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 18th day of March, 2010.

Julie A. Attridge
Notary Public

My commission expires _____
 Julie A. Attridge
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 10, 2011

Acknowledged and Accepted:

CHAMPION HOME BUILDERS, INC.

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

STATE OF Massachusetts)
COUNTY OF Suffolk) ss.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Andrew Carlino is known to me to be the Vice President of Champion Home Builders, Inc. and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 8th day of March, 2010.

James E. Benson
Notary Public

My commission expires 8/15/2014.

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SILVERCREST	USA	75/409192	2367429	July 18, 2000