

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
Homes of Merit, Inc.		03/19/2010	CORPORATION: FLORIDA
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:	2370233	HOMES OF MERIT	
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: 0821**

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 Homes of Merit, Inc. ("Assignor"), a Florida 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>
RESIDENCY	USA	75/602313	2370233	July 25, 2000
RESIDENCY	Florida (USA)		T01-472	May 3, 2001