

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
Star Fleet, Inc.		03/19/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Star Fleet Trucking, Inc.		
Street Address:	P.O. Box 830		
City:	Middlebury		
State/Country:	INDIANA		
Postal Code:	46540		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3278500	STAR FLEET	
Registration Number:	3278501	STAR FLEET INC.	
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/	

CH \$65.00 3278500

Date:

03/22/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

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

WHEREAS, Assignor and Champion 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 Champion and Champion 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; and

WHEREAS, Champion and Assignee entered into an Assignment Agreement effective [March 19, 2010] where, pursuant to Section 12.9 of the Purchase Agreement, Champion assigned to Assignee all of its rights to acquire the Purchased Assets of Assignor, including but not limited to the trademark registrations listed on Schedule A and all trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), and Assignee accepted such assignment:

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 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>
STAR FLEET	USA	77/012518	3278500	August 14, 2007
STAR FLEET INC. & Design	USA	77/012545	3278501	August 14, 2007