

04-20-2010

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/20)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

MED 3/22/10

103595111

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Star Fleet Trucking, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, N.A.  
Internal  
Address: 45 Broadway  
Street Address: \_\_\_\_\_  
City: New York  
State: NY  
Country: New York Zip: 10008  
 National Association Citizenship United States  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 3/19/2010

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 3278501  
3278500

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Kathleen Mangual  
Internal Address: c/o Paul Hastings, LLP  
Street Address: 75 E. 55th St  
City: New York  
State: NY Zip: 10022  
Phone Number: 212-318-6556  
Fax Number: 212-230-7740  
Email Address: Kathleenmangual@paulhastings.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$65.00

Authorized to be charged to deposit account  
 Enclosed (Previously Paid)

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Kathleen Mangual 3/22/10  
Signature Date  
Kathleen Mangual  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004191 FRAME: 0121

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4/7/2010 5:19:00 PM PAGE 5/013 Fax Server

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

04/08/2010 14:07 FAX 2123194090  
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006/011

3/28/2010 7:45:45 AM PAGE 6/011 Fax Server

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

**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").

**WITNESSETH:**

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 (g) 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 theutable 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"):

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TO:KATHLEEN MANGUAL COMPANY:C/O PAUL HASTINGS, LLP

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TO:KATHLEEN MANGUAL COMPANY:C/O PAUL HASTINGS, LLP

(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 hereunder) 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

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

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.

\* \* \* \* \*

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TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

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009/011

3/26/2010 7:45:45 AM PAGE 9/011 Fax Server

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

SCHEDULE I  
to Trademark Security Agreement

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Country</u>
STAR FLEET	3278500	77/012518	August 14, 2007	USA
STAR FLEET INC. & Design	3278501	77/012545	August 14, 2007	USA

PAGE 8/11 \* RCVD AT 3/26/2010 7:48:39 AM [Eastern Daylight Time] \* SVR:NYCRF17 \* DNS:7748 \* ORG:USPTO \* DURATION (mm-ss):04-58

PAGE 8/13 \* RCVD AT 4/7/2010 5:18:39 PM [Eastern Daylight Time] \* SVR:NYCRF18 \* DNS:9998 \* CSID:USPTO \* DURATION (mm-ss):04-58  
PAGE 8/13 \* RCVD AT 4/8/2010 2:11:20 PM [Eastern Daylight Time] \* SVR:USPTO-EFXRF-5/8 \* DNS:2709860 \* CSID:2123194090 \* DURATION (mm-ss):03-24

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TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

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TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

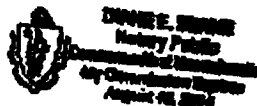
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

STAR FLEET TRUCKING, INC.

By: *Andrew Carino*  
Name: Andrew Carino  
Title: Vice President

On this 19th day of March, 2010, before me appeared Andrew Carino, 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 )  
County of Suffolk ) ss.



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

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

MAR 19 2010 8:00AM WELLS FARGO

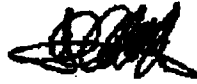
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WELLS FARGO BANK, N.A., an Administrative Agent

By:   
Name: Jeffrey R. Hansen  
Title: Vice President

On this 18<sup>th</sup> day of March 2010, before me appeared James J. Zarnelli,  
person who signed this instrument, who acknowledged that he signed it as a free act and behalf  
of the Administrative Agent with authority to do so.

State of NEW YORK )  
County of KINGS )



DORRY FONG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 970678888  
Qualified in Kings County  
My Commission Expires October 24, 2013

(Chicago Area Patent, Inc. - Trademark Family Agreement)

03/19/2010 8:05AM (GMT-05:00)