

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																
<b>CONVEYING PARTY DATA</b>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Citizens Bank of Pennsylvania, as agent</td> <td></td> <td>04/30/2010</td> <td>Bank: PENNSYLVANIA</td> </tr> <tr> <td>Excel Homes LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>EH Marlboro LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Citizens Bank of Pennsylvania, as agent		04/30/2010	Bank: PENNSYLVANIA	Excel Homes LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE	EH Marlboro LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
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<b>CORRESPONDENCE DATA</b>																	
<p>Fax Number: (212)354-8113  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>          Phone: 2128198200          Email: fcutajar@whitecase.com          Correspondent Name: White &amp; Case LLP          Address Line 1: 1155 Avenue of the Americas          Address Line 2: Patents &amp; Trademarks          Address Line 4: New York, NEW YORK 10036</p>																	
<b>ATTORNEY DOCKET NUMBER:</b>	1520067-0177																

OP \$40.00 2869486

**900161736**

**TRADEMARK**  
**REEL: 004202 FRAME: 0041**

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	05/10/2010
<b>Total Attachments: 6</b> source=CitizensBankEtAIAssignmentToHIGExcel LLC#page1.tif source=CitizensBankEtAIAssignmentToHIGExcel LLC#page2.tif source=CitizensBankEtAIAssignmentToHIGExcel LLC#page3.tif source=CitizensBankEtAIAssignmentToHIGExcel LLC#page4.tif source=CitizensBankEtAIAssignmentToHIGExcel LLC#page5.tif source=CitizensBankEtAIAssignmentToHIGExcel LLC#page6.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated as of April 30, 2010, is by and among Citizens Bank of Pennsylvania, as agent for itself and M&I Marshall & Isley Bank (in such capacity, the "Seller"), Excel Homes LLC, a Delaware limited liability company (the "Borrower"), and EH Marlboro LLC, a Delaware limited liability company ("Marlboro" and, together with the Borrower, the "Debtors") and delivered to H.I.G. Excel, LLC, a Delaware limited liability company, (the "Purchaser"). Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement (defined below), unless otherwise defined herein.

## BACKGROUND

A. The Debtors and the Seller are parties to that certain Loan Agreement, dated as of December 23, 2004 (as amended, including, but not limited to, by that certain Amended and Restated Loan Agreement dated as of February 13, 2008 the "Loan Agreement"), by and among the Borrower, the Seller, as agent, and the lenders party thereto (the "Lenders"), pursuant to which the Lenders advanced loans (the "Loans") to the Borrower. Marlboro, a wholly owned subsidiary of the Borrower, guaranteed the Loans.

B. As security for the Loans, the Debtors granted to the Seller, as agent for the Lenders, a first priority security interest in substantially all of the Debtors' assets and proceeds thereof.

C. The Debtors are in default of their obligations under the Loan Agreement, and have entered into that certain Agreement, Consent and Waiver (the "Consent Agreement") with the Lenders, the Purchaser and the Mortgage Purchaser, pursuant to which the Debtors transferred to the Seller all of their personal property upon which the Lender's liens have not been properly perfected, including without limitation the copyright listed on Exhibit A attached hereto (the "Copyright"), in exchange for the consideration set forth in the Consent Agreement.

D. The Seller has entered into that certain Secured Creditor Asset Purchase Agreement, dated April \_\_, 2010 (the "Purchase Agreement") with the Purchaser, pursuant to which the Seller sold, and the Purchaser purchased, the Transferred Assets, including, without limitation, all of the intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property").

E. The Debtors hereby confirm the transfer of the Copyright to the Seller as required by the Consent Agreement, and the Seller hereby confirms the transfer of all of its right, title and interest in and to the Intellectual Property to the Purchaser.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, intending to be legally bound hereby:

1. The Seller hereby irrevocably conveys, transfers, assigns and delivers to the Purchaser, its successors, legal representatives, assigns and nominees, all worldwide right, title and interest in and to the Intellectual Property, free and clear of all liens, claims and orders of any kind whatsoever, together with the goodwill of the business symbolized by the Intellectual Property and all income, royalties, damages and rights of action accrued, accruing and to accrue under and by virtue hereof, for all countries,

jurisdictions and political entities of the world, along with the right to sue for past, present and future infringements.

2. The Seller hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the United States Copyright Office, as applicable, to issue evidence or forms of intellectual or industrial property protection on applications to the Purchaser, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. The parties hereto hereby further covenant and agree to execute and deliver any and all additional documents that the parties hereto may reasonably request in order to more fully effect the agreements set forth in this Assignment.

4. The undertakings, covenants, and agreements set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment, and any claim or dispute of any nature arising out of, or in any way relating to, this Assignment, directly or indirectly, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and wholly performed within such state.

6. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.


*[The remainder of this page is left blank intentionally. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be duly executed this \_\_\_\_\_ day of April, 2010.

CITIZENS BANK OF PENNSYLVANIA, as  
Agent for itself and M&I Marshall & Ilsley Bank, as  
Lenders

By: \_\_\_\_\_  
Karen D. Budniak, Senior Vice President

H.I.G. EXCEL, LLC

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXCEL HOMES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EH MARLBORO LLC

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EXECUTION COPY

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By: \_\_\_\_\_  
Karen D. Budniak, Senior Vice President

ILLIG. EXCEL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXCEL HOMES LLC

By: Peter E. Wojcik  
Name: Peter E. Wojcik  
Title: Vice President

EH MARLBORO LLC

By: Peter E. Wojcik  
Name: Peter E. Wojcik  
Title: Vice President

EXHIBIT A

TRADEMARKS:

<u>Mark:</u>	Excel Homes
<u>Registration No.:</u>	2869486
<u>Issue Date:</u>	08/03/2004

COPYRIGHT:

Copyright No. TX0005836326 (Mold and Indoor Air Quality)