

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clayton Homes, Inc.		12/03/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CMH Services, Inc.		
<b>Street Address:</b>	5000 Clayton Road		
<b>City:</b>	Maryville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37804		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2016994	CLAYTON HOMES	
Registration Number:	2023001	CLAYTON	
Registration Number:	2367527	THE DREAM BY CLAYTON	
Registration Number:	2372029	CLAYTON HOMES "WE BUILD DREAMS"	
Registration Number:	2999403	INTERNATIONAL HOMES	
Registration Number:	3413717	BEST HOME BEST PRICE	
Registration Number:	3559082	CLAYTON	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(865)523-4478		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	865-546-4305		
Email:	mgraham@lng-patent.com		
Correspondent Name:	Mark S. Graham, Esq.		
Address Line 1:	P.O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		

CH \$190.00 2016994

ATTORNEY DOCKET NUMBER:	49547.00
NAME OF SUBMITTER:	Mark S. Graham, Esq.
Signature:	/Mark S. Graham/
Date:	12/21/2010
<b>Total Attachments: 3</b> source=4954700-form-20101208-ExecutedAssignmentFromClaytonHomesIncToCMHServicesInc#page1.tif source=4954700-form-20101208-ExecutedAssignmentFromClaytonHomesIncToCMHServicesInc#page2.tif source=4954700-form-20101208-ExecutedAssignmentFromClaytonHomesIncToCMHServicesInc#page3.tif	

## ASSIGNMENT AGREEMENT

Clayton Homes, Inc., a corporation of the State of Delaware, having a principal place of business at 1105 N. Market Street, Suite 1300, Wilmington, DE 19801 (hereinafter referred to as "Assignor"), owner of at least the following United States federal Trademark / Service Mark Registrations for the marks thereof and owner of various other unregistered, common law marks including, but not limited to, marks contained by or containing all or part of the below and other marks, names, letters, designs, and/or subject matter that identifies and distinguishes a source of goods or services and is owned and used by Assignor or by Assignor through any licensee or affiliate entities for any goods / services (hereinafter collectively "Marks"):

<u>U.S. Registration No.</u>	<u>Issued Date</u>	<u>Mark</u>
2,016,994	November 19, 1996	CLAYTON HOMES & Design
2,023,001	December 17, 1996	CLAYTON & Design
2,367,527	July 18, 2000	THE DREAM BY CLAYTON & Design
2,372,029	August 1, 2000	CLAYTON HOMES WE BUILD DREAMS& Design
2,999,403	September 27, 2005	INTERNATIONAL HOMES & Design
3,413,717	April 15, 2008	BEST HOME BEST PRICE (Stylized)
3,559,082	January 6, 2009	CLAYTON & Design,

for good and valuable consideration including, but not limited to, \$10.00 in hand paid, the receipt and sufficiency of which is hereby acknowledged, has assigned, conveyed, released, and transferred and hereby does assign, convey, release, and transfer to CMH Services, Inc., a corporation of the State of Tennessee, having a place of business at 5000 Clayton Road,

Maryville, Tennessee 37804, (hereinafter referred to as "Assignee"), all of Assignor's current and future right, title, and interest in and to the Marks, including, but not limited to, the aforementioned and any other registrations therefore, together with the goodwill of the business symbolized by the Marks, as well as any and all of Assignor's current or future right, title, and interest in and to any/all copyright, patent, trade secret, know how, trademark, service mark, trade dress, or other intellectual properties and/or proprietary rights, known or hereafter known, of any kind or description, and goodwill pertaining thereto and any/all rights of action and remedies/recoveries pertaining to any and all such rights and any/all other rights or interests of every kind and description throughout the world, including, but not limited to, contracts and contract rights and all domestic or international convention, treaty, and/or priority rights pertaining to any of the foregoing (all of the aforementioned Marks and other subject matters collectively referred to as "Intellectual Property Rights").

Assignor further agrees and covenants to sign all further or other papers or documents and do any/all further acts reasonably necessary to document, evidence, and/or effectuate this assignment and to fully vest in Assignee all of Assignor's right, title, and in interest in and to the aforesaid Intellectual Property Rights.

**Clayton Homes, Inc.**

Date: 12/3/2010

By Linda Ponce  
Linda Ponce, Assistant Secretary

