

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
Nationwide Homes, Incorporated		04/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Palm Harbor Homes, Inc.		
Street Address:	1001 N. Central Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004-1935		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3083130	CORNERSTONE COLLECTION	
Registration Number:	2803048	LEGACY COLLECTION	
Registration Number:	3125643	LIVE WELL NATIONWIDE HOMES, INC.	
Registration Number:	3005717	NEW HOME REGISTRY	
Registration Number:	3221786	NEW HOME REGISTRY	
Registration Number:	1744545	NH NATIONWIDE HOMES	
Registration Number:	2639163	VILLAGE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-382-6228		
Email:	hsobelman@swlaw.com, landerson@swlaw.com		
Correspondent Name:	Howard Sobelman, Snell & Wilmer L.L.P.		
Address Line 1:	One Arizona Center, 400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		

CH \$190.00 3083130

ATTORNEY DOCKET NUMBER:	10992.0024
NAME OF SUBMITTER:	Howard Sobelman
Signature:	/Howard Sobelman/
Date:	05/17/2011
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of April 23, 2011 (the "Effective Date") by Nationwide Homes, Incorporated, a Delaware corporation ("Assignor"), to and for the benefit of Palm Harbor Homes, Inc., a Delaware corporation ("Assignee"). This Assignment is made pursuant to the provisions of that certain Amended and Restated Asset Purchase Agreement dated as of March 1, 2011 by and among Palm Harbor Homes, Inc., a Florida corporation, Assignor, certain affiliates of Assignor, and Assignee (the "Purchase Agreement").

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to those certain trademarks, service marks and trade names and pending applications listed on Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.

2. Assignment of Domain Names. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the internet domain names listed on Exhibit B attached hereto (collectively, the "Domain Names"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto.

3. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and Domain Names and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue the Marks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, this Trademark and Domain Name Assignment has been executed as of the day and year first written above.

ASSIGNOR:

NATIONWIDE HOMES, INCORPORATED,
a Delaware corporation

By: *Larry Keener*
Larry H. Keener
President

Acknowledgement by Notary Public

State of ARIZONA

County of maricopa

On this 21st day of April, 2011, before me, the undersigned Notary Public, personally appeared Larry H. Keener, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: *Leslie Martinez*

Name: leslie martinez, Notary Public



Exhibit A

<i>U.S. Trademarks / (Record Owner)</i>	<i>U.S. Reg. No. / U.S. Trademark Application Ser. No.</i>	<i>Registration Date / Filing Date</i>
CORNERSTONE COLLECTION	3,083,130	04/18/06
LEGACY COLLECTION	2,803,048	01/06/04
LIVE WELL NATIONWIDE HOMES, INC. & DESIGN	3,125,643	08/08/06
NEW HOME REGISTRY & DESIGN	3,005,717	10/11/05
NEW HOME REGISTRY & DESIGN	3,221,786	03/27/07
NH NATIONWIDE HOMES (Stylized)	1,744,545	01/05/93
VILLAGE COLLECTION	2,639,163	10/22/02

Exhibit B

Assigned Domain Names

Domain Name

nationwide-homes.com
nationwide-homes.net
nationwide-homes.org

Registration Service

Network Solutions, LLC
Network Solutions, LLC
Network Solutions, LLC