

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHAMPION MANUFACTURING INC.		11/07/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P.		
<b>Street Address:</b>	335 NORTH MAPLE DRIVE, SUITE 240		
<b>City:</b>	BEVERLY HILLS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86161579	CHAMPION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	248-566-8530		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	236886-352100		
<b>NAME OF SUBMITTER:</b>	Julie E. Reitz		
<b>SIGNATURE:</b>	/Julie E. Reitz/		
<b>DATE SIGNED:</b>	11/11/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF AUGUST 7, 2013, BY AND BETWEEN MADISON CAPITAL FUNDING LLC, LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., AND THE OTHER PURCHASERS FROM TIME TO TIME PARTY THERETO, AS AMENDED BY THAT CERTAIN REAFFIRMATION AND FIRST AMENDMENT TO SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF.

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 7, 2014, is made by CHAMPION MANUFACTURING INC., a Delaware corporation (“Grantor”), in favor of Levine Leichtman Capital Partners SBIC Fund, L.P., as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers (as defined in the Note Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of August 7, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among Grantor, the other Companies party thereto from time to time, the Agent and the Purchasers from time to time party thereto, the Purchasers have purchased Notes issued by Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted to Agent, for the ratable benefit of the Purchasers, pursuant to that certain Guarantee and Collateral Agreement of even date herewith in favor of the Agent (the “Guarantee and Collateral Agreement”), a lien on, a security interest in, and a right of set off against any and all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Purchasers, and grants to the Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CHAMPION MANUFACTURING INC.,**  
as Grantor

By: 

Name: Douglas Keeslar


Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., as Agent**

By: LLC Partners SBIC GP, LLC,  
its General Partner

By: Levine Leichtman Capital Partners, Inc.,  
its Managing Member

By:   
Name: Steven E. Hartman  
Title: Vice President

Trademark Security Agreement (Champion)

**TRADEMARK**  
**REEL: 005399 FRAME: 0232**

SCHEDULE I  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

CHAMPION

Application No. 86161579

Application Date: 1/9/2014

3. IP LICENSES

None.

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