

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairmont Homes, Inc.		05/01/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	FH Group, LLC		
Street Address:	1001 N. Central Avenue		
Internal Address:	Suite 800		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3913758	COUNTRY MANOR	
Registration Number:	3682657	FAIRMONT HOMES	
Registration Number:	3828345	FAIRMONT PARK TRAILERS	
Registration Number:	3828344	FAIRMONT HOMES INC.	
Registration Number:	3091803	FAIRMONT HOMES, INC.	
Registration Number:	2585730	CRADLE OF STRENGTH	
Registration Number:	1347625	FRIENDSHIP	
Registration Number:	1125338	FAIRMONT	
Registration Number:	1377106	SHOWCASE	
Registration Number:	1393167	INNSBRUCK	
Registration Number:	1294139	VILLAGE GREEN	
Registration Number:	1139894	COLONNADE	
Registration Number:	0968542	BAYVIEW	
Registration Number:	0965411	FAIRPOINT	
CORRESPONDENCE DATA			
Fax Number:	6022566263		
<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>			

OP \$365.00 3913758

TRADEMARK

Phone: 602-256-6263
Email: jimg@cavco.com
Correspondent Name: James P. Glew
Address Line 1: 1001 N. Central Avenue
Address Line 2: Suite 800
Address Line 4: Phoenix, ARIZONA 85004

NAME OF SUBMITTER:	James P. Glew
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SIGNATURE:	/James P. Glew/
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DATE SIGNED:	08/10/2015
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Total Attachments: 3

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of May 1, 2015 (the "Effective Date") by Fairmont Homes, Inc., an Indiana corporation ("Assignor"), to and for the benefit of FH Group, LLC, a Delaware limited liability company ("Assignee"). This Assignment is made pursuant to the provisions of that certain Asset Purchase Agreement dated as of April 30, 2015 by and among 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:

FAIRMONT HOMES, INC., an
Indiana corporation

By: 
James F. Shea, President

Acknowledgement by Notary Public

State of Indiana

County of Elkhart

On this 1st day of May, 2015, before me, the undersigned Notary Public, personally appeared James F. Shea, 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: 

Name: PATRICIA J. CRAFFORD, Notary Public



Patricia J. Crafford, Notary Public
A Resident of Elkhart County, IN
My Commission Expires October 25, 2022

Exhibit A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
COUNTRY MANOR	USA	3913758	02/01/2011
FAIRMONT HOMES	USA	3682657	09/15/2009
FAIRMONT PARK TRAILERS	USA	3828345	08/03/2010
	USA	3828344	09/03/2010
	USA	3091803	05/16/2006
CRADLE OF STRENGTH	USA	2585730	06/25/2002
FRIENDSHIP	USA	1347625	07/09/1985
FAIRMONT	USA	1125338	09/25/1979
SHOWCASE	USA	1377106	01/07/1986
INNSBRUCK	USA	1393167	05/13/1986
VILLAGE GREEN	USA	1294139	09/11/1984
COLLONADE	USA	1139894	09/23/1980
BAYVIEW	USA	0968542	09/18/1973
FAIRPOINT	USA	0965411	08/07/1973
FAIRMONT HOMES	Canada	TMA810883	11/02/2011
	Canada	TMA798508	05/25/2011