

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.I.G. All American, LLC		09/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Coachmen Industries, Inc		
Street Address:	500 Boylston Street, 20th Floor		
Internal Address:	c/o H.I.G. Capital, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: INDIANA		
Name:	All American Homes, LLC		
Street Address:	500 Boylston Street, 20th Floor		
Internal Address:	c/o H.I.G. Capital, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: INDIANA		
Name:	Mod-U-Kraf Homes, LLC		
Street Address:	500 Boylston Street, 20th Floor		
Internal Address:	c/o H.I.G. Capital, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: VIRGINIA		
Name:	Champion Modular Inc. as designee of Champion Home Builders, Inc.		
Street Address:	755 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Corporation: DELAWARE		

CH \$115.00 1370162

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1370162	ALL AMERICAN HOMES
Registration Number:	3895988	ALL AMERICAN HOMES
Registration Number:	0991813	MOD-U-KRAF
Registration Number:	3737938	A SMARTER WAY TO BUILD

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

Phone: 6179517169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Building, 800 Boylston Street

Address Line 2: Ropes & Gray, LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 108265-0009

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /c murray/

DATE SIGNED: 10/04/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 28, 2016, by H.I.G. All American, LLC, a Delaware limited liability company (the “Lender”), in favor of (i) Coachmen Industries, Inc., an Indiana corporation, All American Homes, LLC, an Indiana limited liability company, and Mod-U-Kraf Homes, LLC, a Virginia limited liability company (collectively, the “Grantors”), and (ii) Champion Modular, Inc., a Delaware corporation (“Champion Modular”), as designee of Champion Home Builders, Inc., a Delaware corporation (“Champion Home”).

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of October 27, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by the Grantors in favor of the Lender, which was recorded with the United States Patent and Trademark Office on November 18, 2009 at Reel/Frame No. 004098/0256;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors granted to the Lender a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral relating to the trademarks set forth on Schedule I attached hereto (the “Assigned Trademarks”);

WHEREAS, the Assigned Trademarks were subsequently assigned, transferred, and conveyed to Innovative Building Systems, LLC, a Delaware limited liability company (“IBS LLC”);

WHEREAS, on May 11, 2016, IBS LLC and its subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief, commencing bankruptcy cases under chapter 7 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*, in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, the chapter 7 trustee for the bankruptcy estates of the Debtors, as seller (the “Seller”), Champion Home and/or its designees, as buyer, and certain other parties have entered into that certain Asset Purchase Agreement, dated as of August 9, 2016 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to sell, transfer, assign, convey and deliver to Champion Home and/or its designees, and Champion Home and/or its designees have agreed to purchase, acquire and accept from the Seller, all of the Debtors’ direct or indirect right, title and interest in, to and under substantially all of the assets of the Debtors (as defined in the Purchase Agreement, the “Purchased Assets”), including, without limitation, the Assigned Trademarks; and

WHEREAS, on September 20, 2016, the Bankruptcy Court entered the *Order Approving (A) the Sale of the Debtors’ Assets and (B) the Assumption and Assignment of Certain Contracts and Leases* [Docket No. 175] (the “Sale Order”), pursuant to which the Bankruptcy Court approved the sale of the Purchased Assets, including the Assigned Trademarks, by the

Seller to Champion Home and/or its designees, free and clear of all liens, security interests and encumbrances; and

WHEREAS, the Lender now desires to terminate and release its lien on, and security interest in and to, the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows.

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein will have the meanings specified in the Trademark Security Agreement.

2. Termination of Security Interest. The Lender, without representation, warranty or recourse of any kind, hereby terminates, cancels, discharges and fully releases its lien on and security interest in and to the Assigned Trademarks. If and to the extent the Lender has acquired any right, title or interest in or to any of the Assigned Trademarks, including, without limitation, in or to any goodwill associated therewith, it hereby assigns and transfers such right, title or interest to Champion Modular, without representation, warranty, or recourse of any kind.

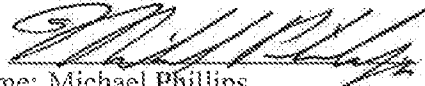
3. Recordation. Effective upon the date first written above, the Lender hereby authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademark Collateral.

4. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

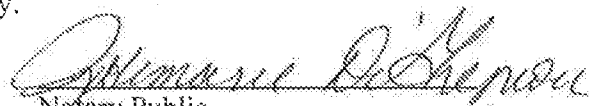
IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

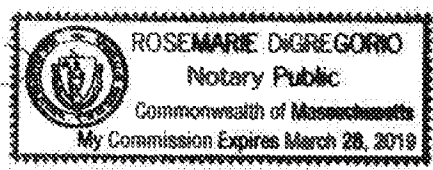
H.I.G. ALL AMERICAN, LLC

By: 
Name: Michael Phillips
Title: President and Chief Executive Officer

State of Massachusetts
County of Suffolk) ss



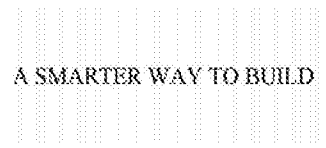
On this 28th day of September, 2016, before me appeared Michael Phillips to me personally known who, being duly sworn, did depose and say that he is the President and Chief Executive Officer of H.I.G. All American, LLC, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said officer acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.


Notary Public
My Commission Expires: 3/28/19



SCHEDULE 1

Assigned Trademarks

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ALL AMERICAN HOMES 	Renewed (Registered)	73534039	25-APR-1985	1370162	12-NOV-1985
ALL AMERICAN HOMES 	Registered	77789056	24-JUL-2009	3895988	28-DEC-2010
MOD-U-KRAF	Renewed (Registered)	72457195	10-MAY-1973	991813	27-AUG-1974
A SMARTER WAY TO BUILD  A SMARTER WAY TO BUILD	Registered	77603325	29-OCT-2008	3737938	12-JAN-2010