

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400799

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Alfred T. Giuliano as chapter 7 trustee for Innovative Building Systems, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Innovative Shared Services, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Excel Homes Group, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Excel Homes of Maine, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Excel Homes of Virginia, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Innovative Design and Building Services, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for AAH of Indiana, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for AAH of Iowa, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Excel Homes of New York, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Handcrafted Holdings, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for Handcrafted Enterprises, LLC		09/30/2016	Trustee:
Alfred T. Giuliano as chapter 7 trustee for EHG Acquisition Co., LLC		09/30/2016	Trustee:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Champion Modular, Inc. as designee of Champion Home Builders, Inc.		
<b>Street Address:</b>	755 West Big Beaver Road		

CH \$265.00 1370162

TRADEMARK

City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 10**

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
Registration Number:	4747169	ALL AMERICAN HOMES
Registration Number:	3226933	KEISER
Registration Number:	2869486	EXCEL HOMES
Registration Number:	3451928	HCH HANDCRAFTED HOMES
Registration Number:	3451929	HCH HANDCRAFTED HOMES A BETTER WAY TO BU
Registration Number:	4435492	HANDCRAFTED HOMES

**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 Tower, 800 Boylston Street

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: 7**

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of September 30, 2016, by and between Alfred T. Giuliano, as chapter 7 trustee (the "Assignor") for the bankruptcy estates of Innovative Building Systems, LLC, Innovative Shared Services, LLC, Excel Homes Group, LLC, Excel Homes of Maine, LLC, Excel Homes of Virginia, LLC, Innovative Design and Building Services, LLC, AAH of Indiana, LLC, AAH of Iowa, LLC, Excel Homes of New York, LLC, HandCrafted Holdings, LLC, HandCrafted Enterprises LLC, and EHG Acquisition Co., LLC, each a Delaware limited liability company (collectively, the "Debtors"), and Champion Modular, Inc., a Delaware corporation (the "Assignee"), as designee of Champion Home Builders, Inc., a Delaware corporation ("Champion Home").

WHEREAS, each Debtor is the owner of the right, title, interest and goodwill in and to its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified opposite such Debtor's name on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, on May 11, 2016, each of 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 Assignor, as 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, (a) the Assignor 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 Assignor, 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 Trademarks, and (b) the Assignee has agreed to acquire substantially all of the assets used in the Debtors' business or the portion thereof as to which any U.S. trademark applications filed on the basis of "intent-to-use" relate; 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 Trademarks, by the Assignor to Champion Home and/or its designees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Effective as of the date hereof, the Assignor hereby assigns, transfers, conveys and delivers to the Assignee all of the Debtors' entire worldwide right, title and interest in and to, including any and all common law rights thereto, (a) the Trademarks,

(b) the goodwill (if any) of the business symbolized by and associated with the Trademarks, (c) all applications, registrations and prosecution history for the Trademarks, as well as any records, prototypes, specimens, and materials relating thereto, and (d) any and all rights, privileges and proceeds under the Trademarks, including, without limitation, the entire right, title, and interest in all convention and treaty rights of all kinds, all rights of priority in any country of the world and any claim by the Assignor and the Debtors against third parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Trademarks. Together with the Debtors' worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to the Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

2. Recordation. Effective as of the date hereof, the Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. The Assignor agrees that the Assignee shall have the rights to register and record its rights in the Trademarks, in the Debtors' names, in the United States Patent and Trademark Office. The Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to the Assignee, and the Assignee's successors and/or assigns.

3. Attorney. The Assignor hereby appoints the Assignee as the Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in the Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in the Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

4. No Alteration. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Further Assurances. The Assignor further agrees that the Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, perform all affirmative acts which may be reasonably necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, as well as to cooperate with

the Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

6. Miscellaneous. All terms of the Purchase Agreement are incorporated herein by reference. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles that would require the application of the laws of another jurisdiction.

*[Signatures appear on next page.]*


IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

ALFRED T. GIULIANO,  
AS CHAPTER 7 TRUSTEE

FOR

INNOVATIVE BUILDING SYSTEMS, LLC  
INNOVATIVE SHARED SERVICES, LLC  
EXCEL HOMES GROUP, LLC  
EXCEL HOMES OF MAINE, LLC  
EXCEL HOMES OF VIRGINIA, LLC  
INNOVATIVE DESIGN AND BUILDING SERVICES,  
LLC  
AAH OF INDIANA, LLC  
AAH OF IOWA, LLC  
EXCEL HOMES OF NEW YORK, LLC  
HANDCRAFTED HOLDINGS, LLC  
HANDCRAFTED ENTERPRISES LLC  
EHG ACQUISITION CO., LLC

  
\_\_\_\_\_  
CHAPTER 7 BANKRUPTCY TRUSTEE

State of New Jersey )  
County of Camden ) ss

On this 29 day of September, 2016, before me appeared Alfred T. Guilliano to me personally known who, being duly sworn, did depose and say that he is the chapter 7 trustee of the Debtors listed herein, which are named in the foregoing instrument; and that said instrument was signed by Alfred T. Guilliano as chapter 7 trustee on behalf of said Debtors; and said Alfred T. Guilliano acknowledged said instrument to be his free and authorized act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7-10-18

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignee has executed this Assignment as of the date first set forth above.

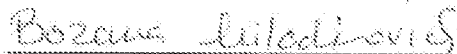
ASSIGNEE:

CHAMPION MODULAR, INC.

By:   
Name: Roger Scholten  
Title: Senior Vice President

State of Michigan )  
County of Oakland ) ss

On this 29<sup>th</sup> day of September, 2016, before me appeared Roger Scholten to me personally known who, being duly sworn, did depose and say that he is the Senior Vice President of Champion Modular, Inc., which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said Roger Scholten acknowledged said instrument to be the free and authorized act and deed of said corporate entity.



  
Notary Public  
My Commission Expires: \_\_\_\_\_

BOZANA MILADINOVICH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Apr 11, 2018  
ACTING IN COUNTY OF Oakland

[Signature Page to Trademark Assignment Agreement]


TRADEMARK  
REEL: 005895 FRAME: 0368

**SCHEDULE A**

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
ALL AMERICAN HOMES  ALL AMERICAN HOMES	Registered	86406379	25-SEP-2014	4747169	02-JUN-2015
KEISER  KEISER	Registered Section 2(F)	78738872	24-OCT-2005	3226933	10-APR-2007
EXCEL HOMES	Renewed (Registered)	78255509	29-MAY-2003	2869486	03-AUG-2004
HCH HANDCRAFTED HOMES  HCH HandCrafted Homes	Registered Partial Section 2(F)	77075110	03-JAN-2007	3451928	24-JUN-2008

[Signature Page to Trademark Assignment Agreement]



Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
HCH HANDCRAFTED HOMES A BETTER WAY TO BUILD  HandCrafted Homes <small>A BETTER WAY TO BUILD</small>	Registered Partial Section 2(F)	77075120	03-JAN-2007	3451929	24-JUN-2008
HANDCRAFTED HOMES  HandCrafted Homes	Registered Section 2(F)	85868243	06-MAR-2013	4435492	19-NOV-2013