

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SKYLINE CORPORATION		07/21/2017	Corporation: INDIANA
SKYLINE HOMES, INC.		07/21/2017	Corporation: CALIFORNIA
HOMETTE CORPORATION		07/21/2017	Corporation: INDIANA
LAYTON HOMES CORP.		07/21/2017	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2904937	KEY LARGO
Registration Number:	2208955	SKY CARE
Registration Number:	1748504	LEXINGTON
Registration Number:	1638409	SHORE PARK
Registration Number:	1427499	SEAVIEW
Registration Number:	1320729	BAY SPRINGS
Registration Number:	1292878	OAK SPRINGS
Registration Number:	1324553	WOODFIELD
Registration Number:	1314625	PALM SPRINGS
Registration Number:	1179027	SKYLINE
Registration Number:	1175069	SKYLINE
Registration Number:	1119592	SKYLINE
Registration Number:	0639958	SKYLINE

CORRESPONDENCE DATA

Fax Number: 8446706009

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 313-223-3098
Email: nzemgulis@dickinsonwright.com
Correspondent Name: M. Katherine VanderVeen
Address Line 1: 500 Woodward Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	7-7709
--------------------------------	--------

NAME OF SUBMITTER:	M. Katherine VanderVeen
---------------------------	-------------------------

SIGNATURE:	/M. Katherine VanderVeen/
-------------------	---------------------------

DATE SIGNED:	07/26/2017
---------------------	------------

Total Attachments: 6

source=7-7709_Security Agreement#page1.tif

source=7-7709_Security Agreement#page2.tif

source=7-7709_Security Agreement#page3.tif

source=7-7709_Security Agreement#page4.tif

source=7-7709_Security Agreement#page5.tif

source=7-7709_Security Agreement#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 21, 2017 by and among Skyline Corporation, an Indiana corporation (the "Company"), Skyline Homes, Inc., a California corporation, Homette Corporation, an Indiana corporation, Layton Homes Corp., and Indiana corporation, the other Loan Parties party hereto from time to time (each of the foregoing a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., (the "Lender").

Recitals

A. The Company, the other Loan Parties party thereto, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver this Agreement to the Lender.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1

attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.


This Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Indiana.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTORS:

SKYLINE CORPORATION
SKYLINE HOMES, INC.
HOMETTE CORPORATION
LAYTON HOMES CORP.

By:  _____
Name: Jon Pilarski

Title: Vice President/Treasurer of each of the above, on behalf of each of the above

LENDER:

JPMORGAN CHASE BANK, N.A.

By: Sabina Lin

Name: Sabina Lin

Title: Authorized Officer

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	REG. DATE	STATUS	RECORD OWNER
KEY LARGO	US	2,904,937	11/23/2004	Registered	Skyline Corporation
SKY CARE	US	2,208,955	12/08/1998	Registered	Skyline Corp.
LEXINGTON	US	1,748,504	01/26/1993	Registered	Skyline Corporation
SHORE PARK	US	1,638,409	03/19/1991	Registered	Skyline Corporation
SEAVIEW	US	1,427,499	02/03/1987	Registered	Skyline Corporation
BAY SPRINGS	US	1,320,729	02/19/1985	Registered	Skyline Corporation
OAK SPRINGS	US	1,292,878	09/04/1984	Registered	Skyline Corporation
WOODFIELD	US	1,324,553	03/12/1985	Registered	Skyline Corporation
PALM SPRINGS	US	1,314,625	01/13/1985	Registered	Skyline Corporation
SKYLINE *	US	1,179,027	11/24/1981	Registered	Skyline Corporation
SKYLINE®	US	1,175,069	10/27/1981	Registered	Skyline Corporation
SKYLINE®	US	1,119,592	06/05/1979	Registered	Skyline Corporation
SKYLINE ™ *	US	639,958	01/15/1957	Registered	Skyline Corporation
SKYLINE	Arizona	8055	03/06/1984	Registered	Skyline Corp.
SKYLINE CORPORATION	Ohio	RN50527	10/25/1978	Registered	Skyline Corporation
SKYLINE®	Canada	TMA201663	09/06/1974	Registered	Skyline Corporation

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

DETROIT 7-7709 1429620v1