

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		06/05/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Champion Modular, Inc.		
Street Address:	755 W. Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	73534039	ALL AMERICAN HOMES	
Serial Number:	77789056	ALL AMERICAN HOMES	
Serial Number:	72457195	MOD-U-KRAF	
Serial Number:	77603325	A SMARTER WAY TO BUILD	
Serial Number:	86406379	ALL AMERICAN HOMES	
Serial Number:	78738872	KEISER	
Serial Number:	78255509	EXCEL HOMES	
Serial Number:	77075110	HCH HANDCRAFTED HOMES	
Serial Number:	77075120	HCH HANDCRAFTED HOMES A BETTER WAY TO BU	
Serial Number:	85868243	HANDCRAFTED HOMES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue, 28th Floor		

CH \$265.00 73534039

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 06/05/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) dated as of June 5, 2018, by Wells Fargo Bank, N.A., as collateral agent and administrative agent (in such capacity, the “Administrative Agent”) under the Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Supplement to Pledge and Security Agreement, dated as of September 30, 2016 (“Supplement”), to the Pledge and Security Agreement, dated as of March 19, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all schedules thereto, the “Security Agreement”), Champion Modular, Inc. (“Grantor”) has granted to the Administrative Agent a security interest in the Grantor’s right, title, and interest in the Trademark Collateral, including the trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded in the Assignment Recordation Branch of the United States Patent and Trademark Office at Reel: 5888; Frame: 0284; and

WHEREAS, at the request of the Grantor, the Administrative Agent has agreed to terminate and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Administrative Agent, for itself and on behalf of the lenders in association with the security interests, hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Release. The Administrative Agent, without any recourse, representation, warranty (express or implied) or undertaking, hereby:

(a) terminates, releases and discharges any and all of its security interest in the Trademark Collateral, including without limitation, the trademarks set forth on Schedules 1, 2 and 3 hereto;

(b) if, and to the extent that, the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral, reassigns, transfers, grants and conveys any and all of such right, title and interest to the applicable grantor;

(c) waives and relinquishes all of its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with such security interest;

(d) releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with such security interest; and

(e) authorizes this Release to be recorded with the United States Patent and Trademark Office.

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

[SIGNATURE PAGE FOLLOWS]

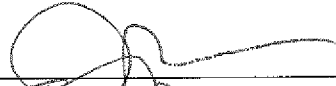
IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

WELLS FARGO BANK, N.A., as Administrative Agent

By:

Name:

Title:



Jason Prisco
AUP

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006394 FRAME: 0444


SCHEDULE 1

Trademarks

Registered Trademarks

Trademark Registration Application Registration
Number Number Date Country

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

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
EXCEL HOMES	Renewed (Registered)	78255509	29-MAY-2003	2869486	03-AUG-2004
HCH HANDCRAFTED HOMES <i>HCH HandCrafted Homes</i>	Registered Partial Section 2(F)	77075110	03-JAN-2007	3451928	24-JUN-2008
HCH HANDCRAFTED HOMES A BETTER WAY TO BUILD 	Registered Partial Section 2(F)	77075120	03-JAN-2007	3451929	24-JUN-2008
HANDCRAFTED HOMES <i>HandCrafted Homes</i>	Registered Section 2(F)	85868243	06-MAR-2013	4435492	19-NOV-2013

Pending Trademark Applications

Trademark

Application No.

Country

None.