

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Buildnig Solutions, L.L.C.		07/18/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEBS Acquisition Corp.		
Street Address:	199 Boyle Memorial Drive		
Internal Address:	P. O. Box 609		
City:	Knox		
State/Country:	PENNSYLVANIA		
Postal Code:	16232		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2915667	BUILD OUR HOMES BUILD YOUR FUTURE	
Serial Number:	76535939	HOMER R. DUNNWRIGHT	
Serial Number:	78580312	CBS CUSTOM ENGINEERED MODULES	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-641-1256		
Email:	docketingtm@hdp.com		
Correspondent Name:	Lisabeth H. Coakley		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 400		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	4767-500009		

CH \$90.00 2915667

NAME OF SUBMITTER:	Lisabeth H. Coakley
Signature:	/lhc/
Date:	10/27/2005
Total Attachments: 5 source=Assignment from Carolina Bldg. Solutions#page1.tif source=Assignment from Carolina Bldg. Solutions#page2.tif source=Assignment from Carolina Bldg. Solutions#page3.tif source=Assignment from Carolina Bldg. Solutions#page4.tif source=Assignment from Carolina Bldg. Solutions#page5.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), dated August 8, 2005, is by and between Carolina Building Solutions, L.L.C., a Delaware limited liability company ("Assignor"), and NEBS Acquisition Corp., a Michigan corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of July 18, 2005 (the "Purchase Agreement"), whereby Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee certain of Assignor's assets in accordance with the terms and provisions of the Purchase Agreement, including, without limitation, certain trademarks and trade names of Assignor.

WHEREAS, Assignor has warranted and represented, and does hereby warrant and represent to Assignee that it is duly and validly authorized and empowered to make, execute and deliver this Assignment and to enter into the covenants, promises and undertakings herein contained; and

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor, pursuant to the Purchase Agreement, does hereby sell, assign, transfer, convey and deliver to Assignee, its successor and assigns, to have and to hold forever, all of Assignor's worldwide right, title and interest in, to and under Assignor's name, the name of Unique Fabrications, L.L.C., all assumed fictional business names, trade names, registered and unregistered domestic and foreign trademarks, service marks, and trade dress and applications, including, without limitation, any contained in or forming a part of the Software or Housing Plans, and any set forth on Schedule "A" annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction.

2. Appointment as Attorney in Fact. Assignor hereby appoints Assignee as its attorney in fact to demand, receive and collect for its own use and benefit all rights and obligations now owing to Assignor that have been assigned to Assignee hereunder. Assignor further authorizes Assignee to do all things legally permissible required to recover and collect such rights and obligations and to use Assignor's name in such manner as it may deem necessary for the enforcement of such rights and obligations but without cost, expense or damages to Assignor.

3. Actions by Assignor. Assignor hereby agrees to lawfully make, execute and deliver such documents or instruments, or to take any such actions which may be or in the future become reasonably necessary, proper or convenient to enable Assignee to reduce to possession, collect, enforce, own or enjoy any and all rights and benefits in, to, with respect to, or in connection with this Assignment set forth in Section 1 above, or any part or portion thereof, or that in any way are reasonably necessary to effectuate the intent and purposes of this Assignment.

4. Miscellaneous Provisions.

a. Successor and Assigns. This Assignment and the agreements, undertaking and representations contained herein shall inure to the benefit of Assignor and its successors and assigns, and shall bind Assignee and its successors and assigns.

b. Governing Law. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Delaware applicable to contracts made and to be performed within that state.

c. Severability. If any term or provisions of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

d. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[Signatures appear on following page]

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

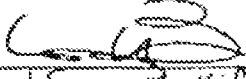
IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Carolina Building Solutions, L.L.C., a Delaware limited liability company

NEBS Acquisition Corp., a Michigan corporation

By: 
Its: VP

By: _____
Its: _____

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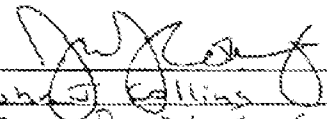
ASSIGNOR:

Carolina Building Solutions, L.L.C., a Delaware limited liability company

By: _____
Its: _____

ASSIGNEE:

NEBS Acquisition Corp., a Michigan corporation


By: John D. Collins
Its: Vice President, Secretary, and General Counsel

SCHEDULE A

U.S. Trademark Registrations and Applications

BUILD OUR HOMES BUILD YOUR FUTURE, Reg. No. 2,915,667

HOMER R. DUNWRIGHT, Application No. 76/535,939

CBS CUSTOM ENGINEERED MODULES, Application No. 78/5870,312

*Cancelled 75/520,312
Assigned UK
Retired 10/25/06*