

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Palm Harbor Homes, Inc.		04/23/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Palm Harbor Homes, Inc.
Street Address:	1001 N. Central Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004-1935
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77376794	ALL HOMES SHOULD BE BUILT THIS WAY
Serial Number:	76565322	DISCOVERY
Registration Number:	3527872	DISCOVERY
Registration Number:	1356651	ENERGMISER
Registration Number:	1998389	MAGIC LIVING HOMES
Registration Number:	2017940	MAGIC LIVING HOMES FACTORY DIRECT
Serial Number:	77897126	MORE HOME FOR YOUR MONEY!
Serial Number:	77376790	ONE DAY ALL HOMES WILL BE BUILT THIS WAY
Registration Number:	3705219	PALM HARBOR
Registration Number:	3749514	PALM HARBOR
Registration Number:	2107493	PALM HARBOR VILLAGE
Registration Number:	2147863	PALM HARBOR VILLAGE

CORRESPONDENCE DATA

900192063

TRADEMARK
 REEL: 004542 FRAME: 0962

CH \$315.00 77376794

Fax Number: (602)382-6070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	10992.0024
NAME OF SUBMITTER:	Howard Sobelman
Signature:	/Howard Sobelman/
Date:	05/17/2011

Total Attachments: 4
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of April 23, 2011 (the "Effective Date") by Palm Harbor Homes, Inc., a Florida corporation ("Assignor"), to and for the benefit of Palm Harbor Homes, Inc., a Delaware corporation ("Assignee"). This Assignment is made pursuant to the provisions of that certain Amended and Restated Asset Purchase Agreement dated as of March 1, 2011 by and among Assignor, certain subsidiaries of Assignor, and Assignee (the "Purchase Agreement").

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Grant and Assignment of Marks. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to those certain trademarks, service marks and trade names and pending applications listed on Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto, and all common law copyrights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Marks or copyrights, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives. Assignor does hereby further sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Marks in any country foreign to the United States of America.

2. Assignment of Domain Names. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the internet domain names listed on Exhibit B attached hereto (collectively, the "Domain Names"), together with the goodwill of Assignor's business and common law trademark rights pertaining thereto.

3. Further Assurances. Assignor shall, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignments contemplated hereby, including any actions or documents required by any applicable registrar or governmental body to document the assignments contemplated hereby or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks and Domain Names and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue the Marks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, this Trademark and Domain Name Assignment has been executed as of the day and year first written above.

ASSIGNOR:

PALM HARBOR HOMES, INC., a
Florida corporation

By: *Larry H. Keener*
Larry H. Keener
President

Acknowledgement by Notary Public

State of Arizona

County of Maricopa

On this 21st day of April, 2011, before me, the undersigned Notary Public, personally appeared Larry H. Keener, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: *Leslie Martinez*

Name: Leslie Martinez, Notary Public



Exhibit A

<i>U.S. Trademarks / (Record Owner)</i>	<i>U.S. Reg. No. / U.S. Trademark Application Ser. No.</i>	<i>Registration Date / Filing Date</i>
ALL HOMES SHOULD BE BUILT THAT WAY	77/376,794	01/21/08
DISCOVERY	76/565,322	12/15/03
DISCOVERY	3,527,872	11/04/08
ENERGMISER	1,356,651	08/27/85
MAGIC LIVING HOMES	1,998,389	09/3/96
MAGIC LIVING HOMES FACTORY DIRECT & DESIGN	2,017,940	11/19/96
MORE HOME FOR YOUR MONEY	77/897,126	12/18/09
ONE DAY ALL HOMES WILL BE BUILT THIS WAY	77/376,790	01/21/08
PALM HARBOR	3,705,219	11/03/09
PALM HARBOR	3,749,514	02/16/10
PALM HARBOR VILLAGE	2,107,493	10/21/1997
PALM HARBOR VILLAGE & DESIGN	2,147,863	03/31/98

Exhibit B

Assigned Domain Names

Domain Name

palmharbor.com
palmharbor.net

Registration Service

Network Solutions, LLC
Network Solutions, LLC