

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
Champion Home Builders Co.		03/19/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Champion Home Builders, Inc.
Street Address:	755 West Big Beaver Road
Internal Address:	Suite 1000
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0775658	ATLANTIC
Registration Number:	2702761	BUILD BETTER. BUILD FASTER.
Serial Number:	77118763	CALEDONIAN
Registration Number:	0696685	CHAMPION
Registration Number:	0978385	CHAMPION
Registration Number:	3697485	CHAMPION
Registration Number:	2702831	COMMANDER HOUSING
Registration Number:	0839054	
Registration Number:	2618713	GENESIS
Registration Number:	2685417	GENESIS HOMES
Registration Number:	2959522	GENWAY HOME BUILDING CENTER
Registration Number:	2424003	HOMEPRIDE
Registration Number:	2430060	HOMEPRIDE

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Registration Number:	3461050	HOMES OF MERIT
Registration Number:	3487714	MODULINE
Registration Number:	3472836	NEW IMAGE HOMES
Registration Number:	0981878	SEQUOIA
Registration Number:	3646171	SUITE RETREAT
Registration Number:	2019761	SUMMIT CREST
Registration Number:	1540378	TITAN
Registration Number:	2800835	GENESIS AFFORDABLE HOUSING

CORRESPONDENCE DATA

Fax Number: (617)235-9322
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-7121
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Brad E. Moyer
Address Line 1: One International Place
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	BCCI-283-029
NAME OF SUBMITTER:	Brad E. Moyer
Signature:	/B Moyer/
Date:	03/22/2010

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, effective as of March 19, 2010 (this "Assignment"), by Champion Home Builders Co. ("Assignor"), a Michigan corporation, and a direct or indirect subsidiary of Champion Enterprises, Inc., a Michigan corporation, is in favor of Champion Home Builders, Inc. (f/k/a New Champion Homes, Inc.) ("Assignee"), a Delaware corporation. All capitalized terms not otherwise defined herein shall have the definitions given in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to, trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), exclusively relating to the Business and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor's rights, title, and interest, in and to:

- (i) the trademarks set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks;
- (iv) all rights corresponding thereto throughout the world; and
- (v) all prosecution history files for such trademark registrations and applications for trademark registration in the possession of the Assignor, as well as records, prototypes, specimens, and materials contained in such files;

From time to time after the date hereof for a commercially reasonable time period after the Closing Date, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York, without regard to its conflict of law principle provisions.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

CHAMPION HOME BUILDERS CO.

By: *R K S*

Name: Roger K. Scholten

Title: Vice President and Secretary

STATE OF _____)

) ss.

COUNTY OF _____)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Roger K. Scholten is known to me to be the Vice President and Secretary of Champion Home Builders Co. and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 18th day of March, 2010.

Julie A. Attridge
Notary Public

My commission expires _____



Julie A. Attridge
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 10, 2011

Acknowledged and Accepted:

CHAMPION HOME BUILDERS, INC.

By: Andrew R. Carlin
Name: Andrew Carlino
Title: Vice President

STATE OF Massachusetts)
COUNTY OF Suffolk) ss.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Andrew Carlino is known to me to be the Vice President of Champion Home Builders, Inc. and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of March, 2010.

Deanne E. Beane
Notary Public

My commission expires 8/15/2014.

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ATLANTIC	USA	72/176779	775658	August 25, 1964
BUILD BETTER. BUILD FASTER.	USA	78/143067	2702761	April 1, 2003
CALEDONIAN Logo	USA	77/118763	N/A	N/A
CALEDONIAN Logo	Switzerland	604192007	569671	April 10, 2008
CALEDONIAN Logo	European Community	006854921	006854921	June 11, 2008
CHAMPION	USA	72/082482	696685	April 26, 1960
CHAMPION	USA	72/415722	978385	February 12, 1974
CHAMPION	Canada	0362412	TMA195861	November 30, 1973
CHAMPION	Norway	200711142	N/A	N/A
CHAMPION	Russian Federation	20077290839	N/A	N/A
CHAMPION	Ukraine	m200716571	106599	May 12, 2009
CHAMPION & Design	USA	77/373144	3697485	October 20, 2009
CHAMPION & Torch Design	Switzerland	608572007	566881	January 31, 2008
CHAMPION & Torch Design	European Community	006328298	006328298	August 25, 2008
COMMANDER HOUSING & Design	USA	75/724151	2702831	April 1, 2003
DESIGN (Torch In Circle)	USA	72/247772	839054	November 21, 1967
DESIGN (Torch in Circle) (Dark Background)	Canada	362413	TMA196592	January 4, 1974
GENESIS	USA	76/054174	2618713	September 10, 2002
GENESIS HOMES & Design	USA	76/203726	2685417	February 11, 2003
GENWAY HOME BUILDING CENTER & Design	USA	78/330524	2959522	June 7, 2005
HOMEPRIDE	USA	75/659080	2424003	January 23, 2001
HOMEPRIDE & Design	USA	76/023027	2430060	February 20, 2001

TRADEMARK

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HOMES OF MERIT& Design	USA	77/287046	3461050	July 8, 2008
MODULINE & Design	USA	77/318073	3487714	August 19, 2008
MODULINE & Design	Canada	1390027	N/A	N/A
NEW IMAGE HOMES & Design	USA	77/014945	3472836	July 22, 2008
SEQUOIA	USA	72/445749	981878	April 9, 1974
SUITE RETREAT	USA	77/539413	3646171	June 30, 2009
SUMMIT CREST	USA	74/618225	2019761	November 26, 1996
TITAN	USA	73/636916	1540378	May 23, 1989
GENESIS AFFORDABLE HOUSING	USA	76/257797	2800835	December 30, 2003