

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Champion Home Builders, Inc.	03/19/2010
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, N.A.
Street Address:	45 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5297374
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Kathleen Mangual
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Address Line 2:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	75253.00006
NAME OF SUBMITTER:	Kathleen Mangual
Total Attachments: 6 source=CHB Patent Security Agreement#page1.tif source=CHB Patent Security Agreement#page2.tif source=CHB Patent Security Agreement#page3.tif source=CHB Patent Security Agreement#page4.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 19, 2010 (this "Agreement"), is made by Champion Home Builders, Inc., a Delaware corporation (the "Grantor"), in favor of Wells Fargo Bank, N.A., having an address at 45 Broadway, New York, NY 10006, as the collateral agent and administrative agent for the Secured Parties (as defined below) (in such capacity and together with its successors and assigns from time to time, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement dated as of March 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the Subsidiary Guarantors party hereto, the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), Wells Fargo Bank, N.A., as the administrative agent and collateral agent (in such capacity, the "Administrative Agent"), Wells Fargo, N.A., as the Synthetic Issuer and Credit Suisse AG, Cayman Islands Branch, as the Legacy Issuer, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 19, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 6.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property registered with the United States Patent and Trademark Office, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

- (a) all of its inventions and discoveries, whether patentable or not, and all of its letters patent and applications for letters patent, including all patent applications in preparation for filing, and each patent and patent application referred to in Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);
- (c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above; and
- (d) all Proceeds of the foregoing including (whether or not within the definition of "Proceeds" pursuant to Section 1.3 of the Security Agreement) license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, the term "Patent Collateral" shall not include the items set forth in clauses (i) through (vii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Patent Collateral with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of an irreconcilable conflict, the Security Agreement shall control.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of each of the Administrative Agent and the Administrative

Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the Governing Law provision set forth in Section 9.10 thereof) are incorporated by reference herein as if fully set forth herein.

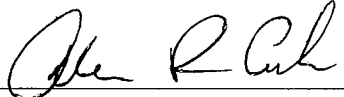
SECTION 6. Loan Document and Secured Instrument. This Agreement is (i) a Secured Instrument and shall have (unless otherwise expressly indicated herein) been construed, administered and applied in accordance with the terms and provisions thereof and (ii) a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

CHAMPION HOME BUILDERS, INC.

By: 
Name: Andrew Carlino
Title: Vice President

On this 10th day of March 2010, before me appeared Andrew Carlino, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the Grantor with authority to do so.

State of Massachusetts)
) ss.
County of Suffolk)



DIANE E. BEANE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 15, 2014

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

By: 

Name:

Julius R. Zamora

Title:


Vice President

On this 18th day of MARCH 2010, before me appeared JULIUS R. ZAMORA, the person who signed this instrument, who acknowledged that (s)he signed it as a free act on behalf of the Administrative Agent with authority to do so.

State of NEW YORK)

) ss.

County of KINGS)



DONNY TONG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TO6135628
Qualified in Kings County
My Commission Expires October 24, 2013

[Champion Home Builders, Inc. - Patent Security Agreement]

03/19/2010 8:05AM (GMT-05:00)

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SCHEDULE I
to Patent Security Agreement

<u>Patent</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Country</u>
Prefabricated building structure having a collapsible hip roof and method of erecting the roof.	5,297,374	07/952,093	March 29, 1994	USA