

06-10-1998

MRD 6-4-98



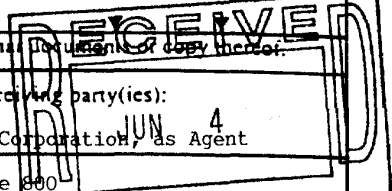
2 SHEET

Y

To the Honorable Commissioner

100733375

is attached original (indicate) or copy thereof.



1. Name of conveying party(ies):

Nationwide Homes, Incorporated  
1100 Rives Road  
Martinsville, Virginia 24115

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation, as Agent

Internal Address: Suite 800

Street Address: 300 Galleria Parkway, N.W.

City Atlanta State GA ZIP 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 22, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1,744,545

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Diane White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Diane S. White

Name of Person Signing

*Diane White* 6/3/98

Signature

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

REEL: 1738 FRAME: 0299

## **COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 22nd day of May, 1998, by NATIONWIDE HOMES, INCORPORATED, a Delaware corporation ("Grantor"), in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), as a Lender individually and as Agent for itself and all Lenders from time to time party to the Credit Agreement defined below (Fleet, acting in both such capacities, herein sometimes called "Agent");

### **WITNESSETH THAT:**

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Fleet proposes to make certain loans and advances to Grantor on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, between Grantor and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Credit Agreement, Fleet has required that Grantor grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Fleet to consummate the financial accommodations to Grantor provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations of Grantor to Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Grantor in favor of Agent (the "Security Agreement").

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may

use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

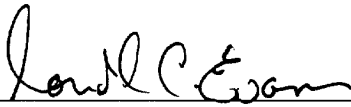
Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

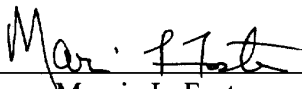
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time Agent shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Agent and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

NATIONWIDE HOMES, INCORPORATED

By:   
Name: Ronald C. Evans  
Title: President and Chief Executive Officer

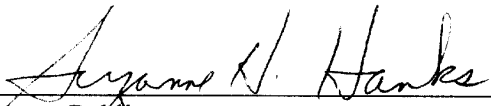
Attest:   
Name: Marvin L. Foster  
Title: Secretary

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TRADEMARK  
REEL: 1738 FRAME: 0301

On this 22nd day of May, 1998, before me appeared Ronald C. Evans and Marvin L. Foster, the persons who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in their capacities as, respectively, President and Chief Executive Officer and Secretary of Nationwide Homes, Inc., a Delaware corporation, who acknowledged that they signed same as their free act for and on behalf of the identified company with authority to do so.

Incorporated

  
\_\_\_\_\_  
Notary Public

Commission Expiration Date:

July 31, 1999

[NOTARIAL SEAL]

Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>
Nationwide Homes (with logo)	1,744,545