

04-22-2002

Form PTO-1594
(Rev. 03/01)
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102062738

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Golden West Leasing, LLC

4-9-02

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

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

3. Nature of conveyance:

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

Execution Date: January 22, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Agent

Internal Address: Suite 3000 W

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,238,500

1,877,647, 1,858,616 1,780,300

Additional number(s) attached Yes No

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

Name: LaShana C. Jimmar

Internal Address: Paul, Hastings, Janofsky &

Walker LLP

Suite 2400

Street Address: 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

31

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

LaShana C. Jimmar, Paralegal

Name of Person Signing

Signature

4/9/2002

Date

Total number of pages including cover sheet, attachments, and document: 21

04/19/2002 6TDH11 0000064 2238500

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
750.00 DP

TRADEMARK
REEL: 002487 FRAME: 0780

INTELLECTUAL PROPERTY

Additional U.S. Trademarks Registration Numbers:

Registration
Number

1,860,401
0,928,158
1,523,929
2,200,445
1,536,907
75/244,239
1,346,911
0,953,036
1,206,121
0,909,894
1,713,681
75/454,665
75/485,716
75/524,491
75/696,317
75/699,533
75/924,642
2,154,690
76/054,089
2,154,688
1,888,500
2,228,004
1,802,110
1,864,732
1,956,803
2,173,293
0,707,438

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of January 22, 2002, by and among Oakwood Homes Corporation, a North Carolina corporation (the "Parent") and certain of its Subsidiaries (as defined in the Loan Agreement, defined below) signatory hereto (together with the Parent, each a "Pledgor" and collectively, the "Pledgors"), and Foothill Capital Corporation, a California corporation, in its capacity as administrative agent (the "Agent") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Parent and the Subsidiaries signatory thereto (each a "Borrower" and collectively, the "Borrowers"), the Agent, and the Lender Group (as defined therein), the Lender Group has agreed to make Advances (as defined therein), issue Letters of Credit (as defined therein) and make other extensions of credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender Group is willing to extend credit to the Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Agent, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising domestic:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing

and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Pledgor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright applications and registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which any Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Agent. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license

renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgors shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Agent and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgors, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement.

10. Duties of Each Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent

application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgors. The Agent shall not have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Obligations secured hereby.

11. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Agent for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by any Pledgor, any Borrower, or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Agent is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, each Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

13. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or

diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to such Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, the Patents, the Copyrights or the Licenses as the Agent deems in its best interest for the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction

in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Agent and its nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia applicable to agreements made and to be performed in Georgia.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Agent. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademarks, Patents, Copyrights and Licenses and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall have no duty with respect to the Trademarks, Patents, Copyrights and Licenses or as to the taking of any necessary steps to

preserve rights against prior parties or any other rights pertaining to any of the Trademarks, Patents, Copyrights and Licenses. Each reference herein to any right granted to, benefit conferred upon or power exercisable, exercised, or action taken by the Agent shall be deemed to be a reference to, or be deemed to have been so taken, as the case may be, by Agent in its capacity as Agent pursuant to the Loan Agreement for the benefit of the Lender Group and for the benefit of the Funds Management Bank (as defined in the Loan Agreement) solely to secure Bank Product Obligations (as defined in the Loan Agreement) owed to the Funds Management Bank, all as more fully set forth in the Loan Agreement.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Agent.

24. Effectiveness. This Agreement shall become effective on the Closing Date.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this ____ day of _____, 2002

OAKWOOD HOMES CORPORATION, a North Carolina corporation

By: _____

Title: Executive Vice President

NOTARY PUBLIC
My Commission Expires:

Sworn to and subscribed before me this 2nd day of January, 2002

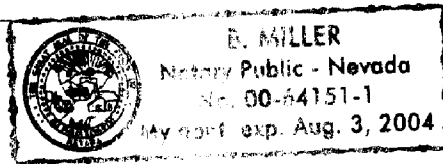
GOLDEN WEST LEASING, LLC, a Nevada limited liability company

By: *Monte L. Miller*

Title: Monte L. Miller, President

Miller

NOTARY PUBLIC
My Commission Expires:



Sworn to and subscribed before me this ____ day of _____, 2002

FOOTHILL CAPITAL CORPORATION, a California corporation

By: _____

Title: Senior Vice President

NOTARY PUBLIC
My Commission Expires:

SCHEDULE 1

Current Trademarks and Trademark Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>

Trade Names
(listed according to applicable Pledgor)

Trademarks Not Currently In Use
(listed according to applicable Pledgor)

OAKWOOD HOMES CORPORATION

INTELLECTUAL PROPERTY

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Golden West Leasing, LLC	New Generation	2,238,500	04/13/1999
Golden West Leasing, LLC	Villa West	1,877,647	02/07/1995
Golden West Leasing, LLC	Golden West Homes and Design	1,858,616	10/18/1994
Golden West Leasing, LLC	Golden West Homes	1,780,300	07/06/1993
Golden West Leasing, LLC	Golden Homes	1,860,401	10/25/1994
Golden West Leasing, LLC	Golden West	928,158	02/01/1972
Golden West Leasing, LLC	Freedom Homes	1,523,929	02/07/1989
Golden West Leasing, LLC	Under One Roof	2,200,445	10/27/1998
Golden West Leasing, LLC	Freedom Homes and Design	1,536,907	04/25/1989
Golden West Leasing, LLC	Safe & Sound	75/244,239	02/19/1997
Golden West Leasing, LLC	Acorn Logo	1,346,911	07/02/1985
Golden West Leasing, LLC	Oakwood	953,036	02/13/1973
Golden West Leasing, LLC	Freedom	1,206,121	08/24/1982
Golden West Leasing, LLC	Peachtree Housing and Design	909,894	03/16/1971
Golden West Leasing, LLC	Peach Tree	1,713,681	09/08/1992
Golden West Leasing, LLC	Housemart	75/454,665	03/23/1998
Golden West Leasing, LLC	House Smart	75/485,716	05/15/1998
Golden West Leasing, LLC	Smart Start	75/524,491	07/23/1998
Golden West Leasing, LLC	House Smart and Design	75/696,317	05/03/1999
Golden West Leasing, LLC	Schult and Design	75/699,533	05/07/1999
Golden West Leasing, LLC	Schult	75/924,642	02/22/2000
Golden West Leasing, LLC	Energy Comfort Home	2,154,690	05/05/1998
Golden West Leasing, LLC	House Smart	76/054,089	05/23/2000
Golden West Leasing, LLC	Energy Guard	2,154,688	05/05/1998
Golden West Leasing, LLC	Schult	1,888,500	04/11/1995
Golden West Leasing, LLC	The First Edition	2,228,004	03/02/1999
Golden West Leasing, LLC	Crest Homes	1,802,110	11/02/1993
Golden West Leasing, LLC	Schult and Design	1,864,732	11/29/1994
Golden West Leasing, LLC	Golden Estate	1,956,803	02/13/1996
Golden West Leasing, LLC	Saturn	2,173,293	07/14/1998
Golden West Leasing, LLC	Marlette	707,438	11/22/1980

SCHEDULE 2

Patents

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>NUMBER</u>	<u>ISSUE DATE</u>

Patent Applications
(listed according to applicable Pledgor)

SCHEDULE 3

Copyrights

(listed according to applicable Pledgor)

SCHEDULE 4

Licenses

(listed according to applicable Pledgor)

California Trademark:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Oakwood Homes Corporation	Golden West and Wagon Design	44,557	04/03/1995

U.S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
5,640,814	06/24/1997	Floor frame assembly for a manufactured home	HBOS Manufacturing, LP
5,950,373	3/17/1997	Transportable Structure Kit	Oakwood Homes Corporation

U.S. Patents Pending:

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
None				

U.S. Copyrights:

<u>Title</u>	<u>Registration No.</u>	<u>Date of Issue</u>	<u>Registered Owner</u>
None			

Pending U.S. Copyright Registrations & Applications:

<u>Title</u>	<u>Reference No.</u>	<u>Date of Application</u>	<u>Copyright Claimant</u>
None			

Licenses

<u>Licensor</u>	<u>Licensee</u>	<u>Property Licensed</u>	<u>Effective Date</u>
Golden West Leasing, LLC	Oakwood Homes Corporation	Trademarks	12/29/2000
Oakwood Homes Corporation	Oakwood International LP	Patent # 5,950,373	to be completed

FCH - Factory Certified; C - SICs Scheduled for Closing; OW - Open Sales Centers

SIC	Reg	SIC#	Long Serial #	Type	Sec	Inventory Date	BOM #	Original Retail Cost	APR Adds	Total Retail Cost	OW Land?	Land Cost	Address	City, State
OW	1	32	HONOC0553730 AB	N	2	03/14/01	1008000	\$23,059.00	\$0.00	\$23,059.00			Lot 50 Ashawn Dr Marine Corps Air Station	Gordonsville, VA 22942
OW	1	74	HONOC0332114 AB	N	1	07/07/00	804000	\$17,775.00	\$0.00	\$17,775.00			108 Fox Point Dr, Fox Point MHP	Dover, DE 19904
OW	1	74	HONOC0553222 AB	N	2	12/11/00	1005000	\$30,777.00	\$0.00	\$30,777.00			Lot 2 Fletcher Subdivision	Frederica, DE
OW	1	74	HONOC01133854 AB	N	2	09/06/00	1033000	\$22,759.00	\$0.00	\$22,759.00			50 Z State Rd	King George, VA 22485
OW	1	414	H66264AB	N	2	10/15/99	70404	\$41,817.60	\$0.00	\$41,817.60			Lot 15 & 16, Southland	Henderson, NC
OW	1	414	HOGA19J000343 AB	N	2	08/13/99	3519000	\$25,568.00	\$0.00	\$25,568.00			Cedar Cove Rd, lot 22	Middleburg, NC
OW	1	418	HONOC0713049 AB	N	2	05/31/00	1767000	\$29,177.00	\$0.00	\$29,177.00			1016 Wright Rd	Tabor City, NC 28463
1 Total								\$213,744.28	\$0.00	\$213,744.28		\$33,697.20		
OW	2	44	HONOC03320926	N	1	04/17/00	804000	\$15,727.00	\$0.00	\$15,727.00			Lot # 35, Trailer Dr	Lexington, NC
OW	2	44	HONOC27614CK3213633	N	1	04/16/01	9999990	\$5,000.00	\$0.00	\$5,000.00			Lot 57, Jones Rd	Winston Salem, NC
OW	2	71	HONOC03322892	N	1	07/31/01	804000	\$15,117.00	\$0.00	\$15,117.00			28109 McSwain Rd	Albemarle, NC 28001
OW	2	201	D1223063	N	1	11/07/00	9999991	\$4,842.00	\$0.00	\$4,842.00			Lot 23 Gateway Tarcon Ct	Dublin, VA
OW	2	266	13843226	N	1	05/12/01	9999991	\$17,000.00	\$0.00	\$17,000.00			1337 Village Rd	Whitsett, NC
OW	2	266	801211075	N	1	05/03/01	9999991	\$1,500.00	\$0.00	\$1,500.00			519 Michael St	Kernersville, NC
OW	2	266	HOGA20K02192 AB	N	2	03/16/01	4138000	\$50,393.00	\$0.00	\$50,393.00			110 Pebblestone Ct	King, NC
OW	2	266	HONOC02236534 AB	N	2	09/20/00	2702000	\$41,053.00	\$0.00	\$41,053.00			490 Guthrie Ct	Waikertown, NC
OW	2	266	HONOC03319972	N	1	10/10/00	1215000	\$15,226.00	\$0.00	\$15,226.00			20 Winkfield Rd	Winston Salem, NC
OW	2	266	HONOC05533667 AB	N	2	02/26/01	1033000	\$22,312.00	\$0.00	\$22,312.00			2205 Crest Hill Dr	Winston Salem, NC
OW	2	266	NCFELSA1A33492V012	N	1	06/25/01	9999991	\$12,360.00	\$0.00	\$12,360.00			129 Creekridge	King, NC
OW	2	415	13816924	N	1	08/29/00	9999991	\$8,375.00	\$0.00	\$8,375.00			102 Slump Rd	Statesville, NC
OW	2	415	C77614CK2701184	N	1	05/17/01	9999991	\$9,500.00	\$0.00	\$9,500.00			889 Barry Oak Lane	Cleveland, NC
2 Total								\$218,405.00	\$0.00	\$218,405.00		\$22,544.00		
OW	3	62	OW66313AB	N	2	09/18/98	3719	\$32,838.08	\$0.00	\$32,838.08			265 South Hills Dr	Wellford, SC
OW	3	318	HONOC02236360 AB	N	2	07/19/00	2702000	\$45,231.00	\$0.00	\$45,231.00			Lot 30, College Park Subdivision	Harrisburg, NC
OW	3	318	HONOC05532821 AB	N	2	12/20/99	660000	\$18,689.60	\$0.00	\$18,689.60			Island Creek Subdivision, Lot #47	Lincolnton, NC 28216
OW	3	420	HOGA19J00304 AB	N	2	06/01/99	3219000	\$26,074.40	\$0.00	\$26,074.40			4320 Lake Front Blve	Myrtle Beach, SC 29588
3 Total								\$122,833.08	\$0.00	\$122,833.08		\$45,869.52		
OW	4	77	HONOC03318500	N	1	02/04/99	431000	\$15,576.00	\$0.00	\$15,576.00			197 Paternice Trail, Saddlebrook Est	Corbish, KY
OW	4	87	HOTN12C09669 AB	N	2	10/13/99	1767000	\$32,329.00	\$0.00	\$32,329.00			2210 Morganton Blvd.	Greenback TN 37742
OW	4	208	HONOC05531463 AB	N	2	10/18/99	3501000	\$25,454.40	\$0.00	\$25,454.40			Lot 67 Sunset Point	White Bluff, TN
OW	4	256	HONOC01132852 AB	N	2	10/06/97	553000	\$29,531.92	\$0.00	\$29,531.92			134 Cove Rd	Hartman, TN 37746
OW	4	286	HONOC07714004 AB	N	2	03/08/01	1767000	\$37,257.00	\$0.00	\$37,257.00			1121 Dean Hundley Rd	East Bernstadt, KY
OW	4	326	HOTN12C10221	N	1	06/30/00	801000	\$19,914.00	\$0.00	\$19,914.00			120 Spring Dale Rd, Lot 20	Maryville, TN 37801
OW	4	382	HOGA19J00264 AB	N	2	06/25/99	3319000	\$23,410.64	\$0.00	\$23,410.64			2273 Pomona Rd	Crossville, TN 38555
OW	4	5179	HONOC03319252	N	1	05/19/99	418000	\$16,197.50	\$817.00	\$17,014.50			Cedar Grove Rd, Lot 2D	Lebanon, TN 37087
4 Total								\$199,670.46	\$817.00	\$200,487.46		\$17,665.00		
OW	7	157	HOTX08809891 AB	N	2	12/23/98	3410000	\$48,545.30	\$809.52	\$49,454.82			1331 Humming Bird Court	San Antonio, TX
OW	7	165	HOTX10A03706 AB	N	2	09/03/98	3710000	\$31,065.60	\$0.00	\$31,065.60			8509 Sage Meadows Dr	Amarado, TX
OW	7	177	HOTX00909851 AB	N	2	04/05/00	2000000	\$50,820.00	\$0.00	\$50,820.00			3222 Cantabrian	Killeen, TX 76542
OW	7	177	HOTX09910463	N	1	08/23/00	1131000	\$20,589.00	\$0.00	\$20,589.00			22 Morningside	Nolanville, TX
OW	7	177	HOTX11B01149 AB	N	2	07/17/00	2602000	\$53,784.00	\$0.00	\$53,784.00			1021 CR 426, #9	Lampasas, TX
OW	7	177	SVA40948	N	1	08/05/99	8016499	\$26,888.00	\$0.00	\$26,888.00			261 Hickory	Copperas Cove, TX
OW	7	197	HOCO15F04772 AB	N	2	09/27/99	1767000	\$34,088.00	\$0.00	\$34,088.00			Simmons Park, Lot D4	Wichita, KS
OW	7	197	HOCO15F04858 AB	N	2	11/02/99	3715000	\$35,056.00	\$0.00	\$35,056.00			Simmons Park, Lot D2	Wichita, KS
OW	7	197	HOCO15F05234 AB	N	2	05/17/00	2035000	\$29,924.00	\$0.00	\$29,924.00			Tract B, Lot 11, Simmons Park	Wichita, KS
OW	7	197	HOTX10A04629 AB	N	2	06/09/99	1504000	\$34,742.40	\$0.00	\$34,742.40			Simmons Park, Track A, Lot # 16	Wichita, KS
OW	7	197	HOTX11B00584 AB	N	2	09/16/99	2602000	\$39,887.20	\$0.00	\$39,887.20			Simmons Park, Track A, Lot # 28	Wichita, KS
OW	7	197	HOTX11B00738 AB	N	2	12/14/99	2601000	\$46,060.80	\$0.00	\$46,060.80			Simmons Park, Lot D3	Wichita, KS

TRADEMARK

REEL: 002487 FRAME: 0798

*Does not include improvements charged to the Land Improvement account.
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FCH - Factory Certified, C - SICs Scheduled for Closing, OW - Open Sales Centers

SIC	Reg	S/C#	Long Serial #	Type	Sec	Inventory Date	BOM #	Original Retail Cost	A/P Add	Total Retail Cost	OW Land?	Land Cost	Address	City, State
OW	7	369	HOTX09905448	U	1	03/24/98	1115000	\$23,188.00	\$139.95	\$23,327.95			110 Meadow Crest Dr. Sunnyvale MHP	Georgetown, TX
OW	7	390	HOGA17H08286 AB	N	2	03/27/00	1767000	\$27,825.00	\$0.00	\$27,825.00			24306 E. Bradley Ct. Lot 33	Lorranger, LA 70446
OW	7	438	HOTX11B01499 AB	N	2	12/09/98	3519	\$30,516.64	\$0.00	\$30,516.64			24332 W. Bradley Ct. Lot 22	Lorranger, LA 70446
OW	7	440	HOTX09910562 AB	N	2	03/05/01	1082000	\$34,320.00	\$0.00	\$34,320.00			Spring Creek	Livingson, TX
OW	7	440	HOTX11B01358 AB	N	2	09/13/00	2035000	\$35,351.00	\$0.00	\$35,351.00	04380001	\$0.00	12121 Country Ridge Cir	Del Valle, TX 78617
OW	7	440	HOTX11B01601 AB	N	2	11/09/01	2604000	\$38,269.00	\$0.00	\$38,269.00			528 Harvest Moon Parkway	Kyle, TX
OW	7	443	OWM640068 AB	N	2	04/09/01	1039000	\$35,026.00	\$0.00	\$35,026.00			1601 E. Slaughter Ln. # 348	Austin, TX
OW	7	5187	HOTX09910482	N	1	06/19/98	3519	\$25,940.64	\$0.00	\$25,940.64			3400 Sevilla Rd	Austin, TX
OW	7	5220	HOTX08810702 AB	N	1	08/18/00	801000	\$17,672.00	\$0.00	\$17,672.00			25903 Elmfield Dr. Timbercrest Community MHP	Killeen, TX 76542
OW	7	5220	HOTX08810837 AB	N	2	06/14/01	1094000	\$27,730.00	(\$376.00)	\$27,354.00			Spring TX 77389	Austin, TX
OW	7	5220	HOTX09911172 AB	N	2	06/14/01	1033000	\$23,619.00	\$0.00	\$23,619.00			1601 E. Slaughter Ln. #349	Austin, TX
OW	7	5220	HOTX11B01514 AB	N	2	06/14/01	1095000	\$36,218.00	(\$323.00)	\$35,895.00			1601 E. Slaughter Ln. #510	Austin, TX
OW	7	5250	HOTX09910332 AB	N	2	06/18/01	2601000	\$52,229.00	\$0.00	\$52,229.00			1601 E. Slaughter Ln. #466	Austin, TX
OW	7	5250	HOTX09910334 AB	N	2	07/20/00	2035000	\$29,416.00	\$0.00	\$29,416.00			1601 E. Slaughter Ln. #468	Austin, TX
OW	7	5250	HOTX09910343	U	1	07/14/00	1206000	\$25,163.00	\$0.00	\$25,163.00			5712 Alsace Trail	Austin, TX
OW	7	5250	HOTX09910608 AB	N	2	09/28/00	2035000	\$35,566.00	(\$5,612.00)	\$29,954.00			7617 N. View Lane	Austin, TX
OW	7	5250	HOTX11B01426 AB	N	2	11/13/00	1082000	\$34,496.00	\$0.00	\$34,496.00			7601 Daffin Ln. Lot #11	Austin, TX
OW	7	5251	HOTX09905154	N	1	11/10/97	417000	\$15,676.32	\$0.00	\$15,676.32			1322 Hummingbird, Dove Creek MHP	Austin, TX 78724
OW	7	5251	HOTX09910525 AB	N	1	02/13/98	1211000	\$18,317.20	\$0.00	\$18,317.20			1406 Crow Ct. Dove Creek MHP	San Antonio, TX
OW	7	5251	HOTX11B01353 AB	N	2	09/05/00	2035000	\$35,351.00	\$0.00	\$35,351.00			1423 Mourning Dove, Dove Creek MHP	San Antonio, TX
OW	7	5251	HOTX11B01476 AB	N	2	01/19/01	2604000	\$42,304.00	\$0.00	\$42,304.00			1311 Susan Ct. Dove Creek	San Antonio, TX
OW	7	5251	HOTX11B01476 AB	N	2	02/06/01	1082000	\$34,312.00	\$0.00	\$34,312.00			1402 Hummingbird Ct. Dove Creek	San Antonio, TX
7 Total								\$1,130,056.10	(\$10,973.53)	\$1,119,082.57		\$101,551.16		
OW	8	486	HOTX08809644 AB	U	2	04/28/99	3910000	\$30,263.20	\$0.00	\$30,263.20			2728 W. Colter St. Periwinkle MHP # 59	Phoenix, AZ 85303
OW	8	486	HOTX09906649	N	1	08/26/98	1122000	\$13,522.96	\$0.00	\$13,522.96			941 E. Monroe, Lot # 41 Estrella MHP	Buckeye, AZ
OW	8	491	OB1P0382 ABC	U	1	08/06/99	316000	\$17,454.00	\$0.00	\$17,454.00			941 E. Monroe, Lot # 42 Estrella MHP	Buckeye, AZ
OW	8	5105	K7R826 AB	N	3	05/30/01	5210000	\$31,137.95	\$0.00	\$31,137.95			16882 W. Whitlewing	Marana, AZ
OW	8	5105	PH4Q22057XU	N	2	06/05/98	49104	\$27,341.60	\$0.00	\$27,341.60	04910005	\$25,008.69	3355 S. Cortez, Lot #60	Aparache Junction, AZ
OW	8	5105	PH4Q22057XU	N	2	06/05/98	19492	\$28,704.00	\$0.00	\$28,704.00			3355 S. Cortez, Lot # 67	Mesa, AZ
OW	8	5113	HOCO15F05448 AB	N	2	11/20/98	452832	\$22,091.52	\$0.00	\$22,091.52			320 Mckell Rd. Lot #67	Evans, CO
OW	8	5113	HOCO15F05470 AB	N	2	07/20/00	1767000	\$30,056.00	\$6,001.31	\$36,057.31			3401 Sage Brush Lot 1, Cave Creek Community	Evans, CO
OW	8	5113	HOCO15F05534 AB	N	2	07/27/00	1767000	\$29,856.00	\$0.00	\$29,856.00			3401 Sagebrush, Lot #89	Evans, CO
OW	8	5113	HOCO15F05574 AB	N	2	09/20/00	1767000	\$29,262.00	\$0.00	\$29,262.00			3401 Sagebrush, Lot #92	Evans, CO
OW	8	5203	HOCO15F04930	N	2	04/30/01	2032000	\$27,878.00	\$0.00	\$27,878.00			3401 Sagebrush, Lot #113	Evans, CO
OW	8	5203	HOCO15F04930	U	1	12/10/99	1208000	\$25,480.00	\$0.00	\$25,480.00			33550 HWY 96 E	Pueblo, CO 81001
8 Total								\$313,037.23	\$6,001.31	\$319,038.54		\$25,008.69		
OW	9	263	GWOR23N22209 AB	N	2	01/04/99	8117000	\$30,516.64	\$0.00	\$30,516.64	02630035	\$17,000.00	6 Benham Rd	Orma, WA
OW	9	263	GWOR23N22562	N	1	03/09/99	8112000	\$21,022.32	\$0.00	\$21,022.32			2151 Hay Canyon Lot #21	Cashmere, WA 98815
OW	9	263	GWOR23N24348 AB	N	2	03/18/00	8256000	\$33,116.00	\$5,286.76	\$38,402.76			3449 Shelly Ct	Wenatchee, WA
OW	9	263	GWOR23N24464 AB	N	2	04/19/00	8114000	\$26,970.00	\$0.00	\$26,970.00	02630015	\$52,004.20	2123 Columbia View Cr	Wenatchee, WA
OW	9	263	GWOR23N25326 AB	N	2	06/26/01	8001000	\$29,567.00	\$0.00	\$29,567.00	02630061	\$31,036.73	1508 Lower Monitor Rd	Wenatchee, WA
OW	9	263	GWOR23N25398 AB	N	2	05/25/01	8000000	\$26,006.00	\$0.00	\$26,006.00	02630077	\$30,479.18	3355 Casandra Dr	Wenatchee, WA
OW	9	263	H1L0004 AB	N	2	10/26/01	8004000	\$29,040.00	\$0.00	\$29,040.00			2107 Honeysett Rd	Wenatchee, WA
OW	9	264	GWOR23N20051 AB	N	2	04/12/99	4800	\$27,236.00	\$0.00	\$27,236.00	02630034	\$17,000.00	15 Benham Rd	Orma, WA
OW	9	264	GWOR23N20245 ABC	N	3	02/11/98	8482000	\$34,504.80	\$0.00	\$34,504.80	02640002	\$45,380.84	Lot 13, Homestead	Tieton, WA
OW	9	275	HOCO15F05095 AB	N	3	03/13/98	8386000	\$53,487.28	\$0.00	\$53,487.28	02640001	\$47,590.44	Lot 7, Homestead	Tieton, WA
OW	9	329	GWOR23N24318 AB	N	2	07/24/00	2035000	\$29,776.00	\$0.00	\$29,776.00			3202 Turning Leaf	Nampa, ID
OW	9	333	GWOR23N20516 AB	N	2	02/12/00	8114000	\$24,819.20	\$0.00	\$24,819.20			931 Carriage Ct	Sedrow-Woolley, WA 98284
OW	9	333	GWOR23N20516 AB	N	2	01/27/99	8508	\$48,593.60	\$0.00	\$48,593.60			19613 105th Ave Ct. E, Lot 22	Graham, WA 98338

* Does not include improvements charged to the Land Improvement account.

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TRADEMARK

FCH - Factory Certified; C - SICs Scheduled for Closing; OW - Open Sales Centers

SIC	Reg	SIC#	Long Serial #	Type	Sec	Inventory Date	BOM #	Original Retail Cost	Adj Adds	Total Retail Cost	OW Land?	Land Cost	Address	City, State
OW	9	338	GWOR23N16490	U	2	07/19/00	9999992	\$19,000.00	\$0.00	\$19,000.00			Valley View MHP - Space # 16	Yoncalla, OR
OW	9	348	GWOR23N128825 AB	N	2	10/04/01	7900000	\$34,439.00	\$0.00	\$34,439.00			1399 Sacramento Ave, Lot 69	W. Sacramento, CA
OW	9	451	GWOR23N20335	N	1	09/11/98	8484000	\$16,362.72	\$0.00	\$16,362.72			830 N. Main St. Space 5	Mount Angel, OR 97362
OW	9	451	GWOR23N20335	N	1	09/11/98	8484000	\$16,362.72	\$0.00	\$16,362.72			830 N. Main	Mount Angel, OR 97362
OW	9	451	GWOR23N2910 AB	N	2	11/23/99	8240000	\$28,945.00	\$0.00	\$28,945.00			3948 Winter LN	Salem, OR 97305
OW	9	478	GWOR23N22496 AB	N	2	02/19/99	8162000	\$35,789.60	\$0.00	\$35,789.60			63700 Marhoro Dr, Lot #19	Bend, OR 97701
OW	9	478	GWOR23N23600 AB	N	2	08/12/99	8113000	\$25,502.40	\$0.00	\$25,502.40			61305 Blakeley Rd, Lot #20	Bend, OR 97702
OW	9	5188	GWOR23N24336 AB	N	2	02/29/00	8256000	\$33,171.00	\$0.00	\$33,171.00			1700 NE 2nd St, Lot 1723	Herriston, VA 97838
9 Total								\$624,227.28	\$5,286.76	\$629,514.04		\$240,491.39		
OW	10	982	MY8656541	U	1	06/18/99	9999991	\$1,800.00	\$0.00	\$1,800.00			Lot 170 Bay Meadow Dr	Batavia, OH
OW	10	5123	01L25860	U	1	05/04/99	9999991	\$3,000.00	\$440.00	\$3,440.00			6605 Marlon Augusta Rd, Lot 44	Marion, OH
10 Total								\$4,800.00	\$440.00	\$5,240.00		\$0.00		
FCH	11	189	GWCA21L26914 AB	U	2	09/30/99	7201000	\$39,955.00	\$0.00	\$39,955.00			Lot 4 Unit #1 Flagstone Ranches	San Antonio, TX
FCH	11	258	HOTX08808728 AB	U	2	10/13/98	3910000	\$36,716.90	\$3,083.01	\$39,799.91			1306 Hawk Court	San Antonio, TX
FCH	11	259	OWS5850AB	N	2	09/10/97	3519	\$24,187.68	\$0.00	\$24,187.68			141 South Field Estates	Brewton, AL
FCH	11	278	HOGA16G00127 AB	N	2	04/29/99	4021000	\$30,348.00	\$0.00	\$30,348.00			Winchester Estate - 126 Wingate Ct	Byron, GA
FCH	11	322	GAFLV75AB67710CD21	U	2	10/30/97	4763	\$36,844.00	\$6,950.00	\$43,794.00			Lot B Dolphin Ln, Tommy Little Subdivision	Bennettsville, SC 29512
FCH	11	363	OW67699AB	N	2	03/15/99	3919	\$23,081.52	\$0.00	\$23,081.52			Rifle Ridge Rd MHP, lot 1	Petal, MS 39415
FCH	11	363	OW67699AB	N	2	03/11/99	3519	\$23,839.20	\$0.00	\$23,839.20			Rifle Ridge Rd MHP, lot 1	Petal, MS 39415
FCH	11	379	OW54418AB	N	2	07/18/97	56330	\$22,238.48	\$0.00	\$22,238.48			#403 Candy Cane Ln, Shilmon Est	West Monroe, LA 71294
FCH	11	448	HONC01134650 AB	N	2	11/30/98	3201000	\$30,373.20	\$0.00	\$30,373.20			Scenic View RD, Lot 1 & 2	Tallico Plains, TN
FCH	11	5177	HOGA18U05515	N	1	04/17/00	4680000	\$24,587.00	\$0.00	\$24,587.00			281 Godlett Dr, Bellglade MHP	Clarksville, TN 37040
FCH	11	5177	HOGA20K01486 AB	N	1	05/17/00	4657000	\$38,238.00	\$0.00	\$38,238.00			82 Lynwood Cir	Clarksville, TN 37040
FCH	11	5177	HONC03321122	N	2	05/23/00	804000	\$15,464.00	\$0.00	\$15,464.00			31 Blue Spruce Rd	Clarksville, TN 37040
FCH	11	5177	HONC57014CK3520405	U	1	01/17/00	9999991	\$10,000.00	\$0.00	\$10,000.00			510 Tobacco Rd, Lot 8	Clarksville, TN 37040
11 Total								\$355,872.98	\$10,033.01	\$365,905.99		\$35,697.04		
C	14	200	OW68658AB	N	2	10/20/99	3919	\$23,379.20	\$0.00	\$23,379.20			Lot 68 Sunset Point	White Bluff, TN
C	14	251	HOTX11B01590 AB	N	2	04/26/01	1039000	\$35,654.00	\$0.00	\$35,654.00			1402 Hawk Ct, Dove Creek MHP	San Antonio, TX
C	14	277	HOGA20K02137 AB	N	2	11/30/00	1005000	\$33,827.00	\$0.00	\$33,827.00			Jones Crossing, lot 34	Macon, GA
C	14	285	OW61967AB	N	2	04/13/98	3419	\$29,278.48	\$0.00	\$29,278.48			E Bean Rd, 1/16 mile from corner no street address at this time	Athens, AL
C	14	341	GWOR23N22475 AB	N	2	02/24/99	8114000	\$29,752.80	\$0.00	\$29,752.80			lot 5 block T, Meadow Estates	Idaho Falls, ID
C	14	366	HONC05532377 AB	N	2	10/12/99	650000	\$22,386.40	\$0.00	\$22,386.40			lot #1 Havenwood Estates	Dandridge, TN
C	14	366	HOTN12C09671 AB	N	2	12/01/99	1767000	\$32,329.00	\$0.00	\$32,329.00			lot #6 Havenwood Estates	Dandridge, TN
C	14	383	SA290200AB	N	2	06/05/98	4424512	\$27,119.84	\$0.00	\$27,119.84			2054 N. Thornton Rd, Sp # 69	Casa Grande, AZ
C	14	465	HONC05532227 AB	N	2	11/22/99	3901000	\$25,016.80	\$0.00	\$25,016.80			Hickory Ridge Estate, Lot 2	Woodbury, TN 37190
C	14	465	HONC05532457 AB	N	2	11/22/99	3501000	\$27,386.40	\$0.00	\$27,386.40			Hickory Ridge Estate, Lot 3	Woodbury, TN 37190
C	14	465	HONC05532471 AB	N	2	12/01/99	3901000	\$25,136.00	\$0.00	\$25,136.00			Hickory Ridge Estate, Lot 19	Woodbury, TN 37190
C	14	493	GWOR23N22148 AB	N	2	12/18/98	8121000	\$42,226.80	\$0.00	\$42,226.80			3446 Shelby Court	Wenatchee, WA
C	14	496	HOGA20K01605 AB	N	2	06/12/00	1767000	\$27,786.00	\$0.00	\$27,786.00			696 Tara Rd, Hunters Ridge	Jonnsboro, GA
C	14	5176	15RPR12767ABAL	N	2	03/23/99	5708	\$18,944.00	\$0.00	\$18,944.00			Water Oak Street, Tract 5	Summertown, TN 38483
C	14	5176	HA00090A0M0	N	2	03/23/99	5708	\$18,944.00	\$0.00	\$18,944.00			Water Oak Street, Tract 7	Summertown, TN 38483
C	14	5176	HONC05531987 AB	N	2	09/27/99	3901000	\$23,324.80	\$0.00	\$23,324.80			Water Oak Street, Tract 7	Summertown, TN 38483
C	14	5193	OW55532AB	N	2	11/04/97	70368	\$34,427.36	\$0.00	\$34,427.36			Winchester Estate - 176 Wingate Ct	Byron, GA
C	14	5193	OW61590AB	N	2	09/29/98	56366	\$25,885.20	\$0.00	\$25,885.20			Winchester Estate - 187 Weltheby LN	Byron, GA
C	14	5193	OW65690AB	N	2	09/02/98	4138	\$44,985.60	\$0.00	\$44,985.60			Winchester Estate - 6/ Wingate Ct	Byron, GA
14 Total								\$575,687.68	\$0.00	\$575,687.68		\$154,570.49		
Grand Total								\$3,756,334.09	\$11,604.55	\$3,767,938.64		\$677,094.49		

* Does not include improvements charged to the Land Improvement account.

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