

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excel Homes Acquisition, LLC		12/23/2004	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	2001 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2869486	EXCEL HOMES	
CORRESPONDENCE DATA			
Fax Number:	(414)271-3552		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	01/04/2005		

CH \$40.00 2869486

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Grant") is made effective as of the 23rd day of December, 2004 by and from EXCEL HOMES ACQUISITION LLC (the "Grantor"), a Delaware limited liability company, whose principal address is 2595 Interstate Drive, Harrisburg, PA 17110, to and in favor of CITIZENS BANK OF PENNSYLVANIA (the "Grantee"), as Agent for the Lenders (as defined in the Security Agreement referenced below).

WHEREAS, Grantor and Grantee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, The Grantor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant of Security Interest.
 - (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the

businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Security Interest effective as of the above-indicated date.

EXCEL HOMES ACQUISITION LLC

By: 

Name: Peter E. Mogk

Title: Vice President

[Signature Page to Grant of
Security Interest in United States Trademarks]

TRADEMARK
REEL: 003001 FRAME: 0607

STATE OF Michigan)
Wayne COUNTY)

Peter E. Mogk, known to me to be the Vice President
of EXCEL HOMES ACQUISITION LLC, personally came before me this 21st day of
December, 2004, and executed or acknowledged to me that he executed the foregoing Grant of
Security Interest in United States Trademarks on behalf of EXCEL HOMES ACQUISITION
LLC and pursuant to authority duly received .

(SEAL)

Bonnie L. Schneider
Notary Public, State of Michigan
My Commission Expires: 12/30/07
Acting in Wayne Co., MI

Bonnie L. Schneider
Notary Public, Wayne County, Michigan
My Commission Expires: December 30, 2007

[Notary Page to Grant of
Security Interest in United States Trademarks]

TRADEMARK
REEL: 003001 FRAME: 0608

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Services</u>
EXCEL HOMES	2869486	08/03/2004	Custom manufacture and construction of modular homes; design for others of modular homes