

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Pledge and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Modular, Inc.		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	45 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	73534039	ALL AMERICAN HOMES	
Serial Number:	77789056	ALL AMERICAN HOMES	
Serial Number:	72457195	MOD-U-KRAF	
Serial Number:	77603325	A SMARTER WAY TO BUILD	
Serial Number:	86406379	ALL AMERICAN HOMES	
Serial Number:	78738872	KEISER	
Serial Number:	78255509	EXCEL HOMES	
Serial Number:	77075110	HCH HANDCRAFTED HOMES	
Serial Number:	77075120	HCH HANDCRAFTED HOMES A BETTER WAY TO BU	
Serial Number:	85868243	HANDCRAFTED HOMES	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		

CH \$265.00 73534039

ATTORNEY DOCKET NUMBER:	75253.00006
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	09/30/2016

Total Attachments: 11

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SUPPLEMENT TO
PLEDGE AND SECURITY AGREEMENT

This SUPPLEMENT, dated as of September 30, 2016 (this “Supplement”), is to the 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”), among the Grantors (such term, and other terms used in this Supplement, to have the meanings set forth in Article I of the Security Agreement) from time to time party thereto, 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, pursuant to the provisions of Section 9.6 of the Security Agreement, the undersigned is becoming a Grantor under the Security Agreement; and

WHEREAS, the undersigned desires to become a “Grantor” under the Security Agreement in order to induce the Secured Parties to continue to extend Loans and issue Letters of Credit under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Party to Security Agreement, etc. In accordance with the terms of the Security Agreement, by its signature below the undersigned hereby irrevocably agrees to become a Grantor under the Security Agreement with the same force and effect as if it were an original signatory thereto and the undersigned hereby (a) agrees to be bound by and comply with all of the terms and provisions of the Security Agreement applicable to it as a Grantor and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct as of the date hereof, unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date. In furtherance of the foregoing, each reference to a “Grantor” and/or “Grantors” in the Security Agreement shall be deemed to include the undersigned.

SECTION 2. Representations. The undersigned Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by it and that each of this Supplement and the Security Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

SECTION 3. Full Force of Security Agreement. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect in accordance with its terms.

SECTION 4. Severability. Wherever possible each provision of this Supplement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Supplement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplement or the Security Agreement.

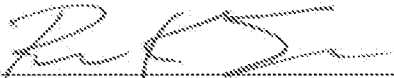
SECTION 5. Governing Law, Entire Agreement, etc. THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Supplement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 6. Counterparts. This Supplement 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 Supplement to be duly executed and delivered by its Authorized Officer as of the date first above written.

CHAMPION MODULAR, INC.

By: 
Name: Roger K. Scholten
Title: Senior Vice President, General Counsel & Secretary

ACCEPTED AND AGREED FOR ITSELF
AND ON BEHALF OF THE SECURED PARTIES:

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

By: _____
Name:
Title:

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

CHAMPION MODULAR, INC.

By: _____

Name: Roger K. Scholten

Title: Senior Vice President, General Counsel & Secretary

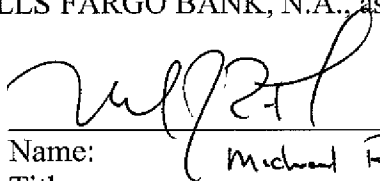
ACCEPTED AND AGREED FOR ITSELF
AND ON BEHALF OF THE SECURED PARTIES:

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

By: _____

Name:

Title:


Michael Retl
J.F.

SCHEDULE I
to Supplement to Pledge and Security Agreement

Name of Grantor:
CHAMPION HOME
BUILDERS, INC.

<u>Issuer (corporate)</u>	<u>Common Stock</u>				
	<u>Cert. #</u>	<u># of Shares</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>	<u>% of Shares Pledged</u>
Champion Modular, Inc.	1	1,000	1,000	1,000	100%

SCHEDULE II
to Supplement to Pledge and Security Agreement

Item A. Location of each Grantor.

Name of Grantor:	Location for purposes of UCC:
Champion Modular, Inc.	Delaware

Item B. Filing locations last five years.

Name of Grantor:	Filing locations last five years
Champion Modular, Inc.	Delaware

Item C. Trade names.

Name of Grantor:	Trade Names:
Champion Modular, Inc.	All American Homes Excel Homes Handcrafted Homes Keiser Keiser Homes Mod-U-Kraf Epoch Homes IDBS Future Home Future Homes Technology Innovative Building Systems

Item D. Merger or other corporate reorganization.

Name of Grantor:	Merger or other corporate reorganization:
Champion Modular, Inc.	None.

Item E. Taxpayer ID numbers.

Name of Grantor:	Taxpayer ID numbers:
Champion Modular, Inc.	81-2529844

Item F. Government Contracts.

Name of Grantor:	Description of Contract:
Champion Modular, Inc.	None.

Item G. Deposit Accounts and Securities Accounts.

Name of Grantor:	Description of Deposit Accounts and Securities Accounts:
Champion Modular, Inc.	None.

Item H. Letter of Credit Rights.

Name of Grantor:	Description of Letter of Credit Rights:
Champion Modular, Inc.	None.

Item I. Commercial Tort Claims.

Name of Grantor:	Description of Commercial Tort Claims:
Champion Modular, Inc.	<ul style="list-style-type: none">- Mod-U-Kraf Homes, LLC incurred extra costs associated with Ideal Precast, Inc.'s errors. - Complaint judgment to enforce a lien for an unpaid modular home sold. -Pinnacle Transportation Systems, Inc. was transporting a modular unit for Excel Homes Group, LLC when it caused the unit to tip over and fall from an overpass to the below road. The unit was completely destroyed. Excel Homes Group, LLC has demanded Pinnacle Transportation Systems, Inc. pay for the damage to the unit.

SCHEDULE III
to Supplement to Pledge and Security Agreement

Patents

Issued Patents

<u>Patent</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Country</u>
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None.


SCHEDULE IV
to Supplement to Pledge and Security Agreement

Trademarks

Registered Trademarks

Trademark Registration Application Registration Country
Number Number Date

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ALL AMERICAN HOMES 	Renewed (Registered)	73534039	25-APR-1985	1370162	12-NOV-1985
ALL AMERICAN HOMES 	Registered	77789056	24-JUL-2009	3895988	28-DEC-2010
MOD-U-KRAF	Renewed (Registered)	72457195	10-MAY-1973	991813	27-AUG-1974
A SMARTER WAY TO BUILD A SMARTER WAY TO BUILD	Registered	77603325	29-OCT-2008	3737938	12-JAN-2010
ALL AMERICAN HOMES ALL AMERICAN HOMES	Registered	86406379	25-SEP-2014	4747169	02-JUN-2015
KEISER KEISER	Registered Section 2(F)	78738872	24-OCT-2005	3226933	10-APR-2007
EXCEL HOMES	Renewed (Registered)	78255509	29-MAY-2003	2869486	03-AUG-2004

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
HCH HANDCRAFTED HOMES HCH HandCrafted Homes	Registered Partial Section 2(F)	77075110	03-JAN-2007	3451928	24-JUN-2008
HCH HANDCRAFTED HOMES A BETTER WAY TO BUILD  HandCrafted Homes	Registered Partial Section 2(F)	77075120	03-JAN-2007	3451929	24-JUN-2008
HANDCRAFTED HOMES HandCrafted Homes	Registered Section 2(F)	85868243	06-MAR-2013	4435492	19-NOV-2013

Pending Trademark Applications

Trademark

Application No.

Country

None.