

06-18-1998



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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

TO: The Commissioner of Patents and Trademarks
100742118
Attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Nunc Pro Tunc Assignment
Effective Date:
- Other:

Conveying Party

Execution Date

Name Warrick Industries, Inc.

March 10, 1993

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Indiana
- Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name Monaco Coach Corporation

DBA/AKA/TA

Address One Turks Head Place

Address Suite 1550

Address Providence

Rhode Island

02903

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware
- Domestic Representative Designation Attached: Yes No
- Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

Mark J. Liss
Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza, Suite 4900
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600
Facsimile: (312) 616-5700
Attorney Docket No. 83504

Pages Enter the total number of pages of the attached conveyance document including any attachments: 13

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)		Registration Number(s)	
		1,692,825	

Number of Properties Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- Enclosed
- Deposit Account No. 12-1216

Authorization to Charge Additional Fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mark J. Liss		June 8, 1998
Name of Person Signing	Signature	Date

06/16/1998 11:11 AM
 0000001 1692825
 40.00

ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS, WARRICK INDUSTRIES, INC., an Indiana corporation and successor in interest to Monaco Coach Corporation, an Indiana corporation (hereinafter referred to as "WARRICK INDUSTRIES"), uses the trademark "DYNASTY" which is registered in the United States Patent and Trademark Office, Registration No. 1,692,825 dated September 4, 1990; and

WHEREAS, WARRICK INDUSTRIES uses the trademark "EXECUTIVE" which is registered in the United States Patent and Trademark Office, Registration No. 1,217,465 dated June 22, 1981; and

WHEREAS, WARRICK INDUSTRIES uses the trademark "DIPLOMAT" which is registered with the State of California, Registration No. CA80565 dated March 18, 1986; and

WHEREAS, WARRICK INDUSTRIES uses the trademark "MONACO" which is registered with the State of Washington, Registration No. WA19272 dated September 29, 1989; and

WHEREAS, MONACO COACH CORPORATION, a Delaware corporation ("BUYER"), located at c/o Cariad Capital, Inc., One Turks Head Place, Suite 1550, Providence, Rhode Island 02903, Attention: Andreas P. Graham, is desirous of acquiring from WARRICK INDUSTRIES said trademarks and registrations thereof in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

NOW, THEREFORE, WARRICK INDUSTRIES does hereby assign unto said BUYER all right, title and interest in and to the said trademarks and the said registrations, together with the goodwill of the business symbolized by the trademarks.

This Assignment is executed in Philadelphia, Pennsylvania as of the 10 day of March, 1993.

WARRICK INDUSTRIES, INC.

By: 

Arlen G. Paul
Chief Financial Officer

DECLARATION OF ARLEN J. PAUL

Arlen J. Paul, being warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that willful false statements may jeopardize the validity of any registration affected by this Declaration, declares as follows:

1. I am Chief Financial Officer of Warrick Industries, Inc. ("Warrick Industries"), an Indiana corporation, and am authorized to execute this Declaration on behalf of Warrick Industries.

2. On June 24, 1992, Monaco Coach Corporation, an Indiana corporation ("MCC"), merged into Warrick Industries by filing Articles of Mergers with the Secretary of State of Indiana. A copy of said Articles of Merger, certified by the Secretary of State of Indiana, is attached hereto as Exhibit A.

3. Warrick Industries respectfully requests that the merger be reflected on all trademark and service mark registrations owned by, and pending applications filed by, Warrick Industries, including, without limitation, those registrations and pending applications listed on Schedule 1 attached hereto.

WARRICK INDUSTRIES, INC.

By 

Chief Financial Officer

Date: March 12, 1993

WPPJAK-1192

TRADEMARK
REEL: 1742 FRAME: 0261

SCHEDULE 1

U.S. Trademark and Service Mark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DYNASTY	No. 1,692,825	09/04/90

WPPJAK-1192

TRADEMARK
REEL: 1742 FRAME: 0262

ARTICLES OF MERGER
(August, 1987)

Prescribed by Evan Bayh
Secretary of State of Indiana

Present Original and One Copy
Filing Fee: \$90

08
ARTICLES OF MERGER/SHARE EXCHANGE
OF

APPROVED
AND
FILED

MONACO COACH CORPORATION

INTO

WARRICK INDUSTRIES, INC.

In compliance with the requirements of the Indiana Business Corporation Law,
the undersigned corporations desiring to effect a merger or share exchange, set
forth the following facts:

Article I

SURVIVING CORPORATION

SECTION 1:

The name of the corporation surviving the merger is:

WARRICK INDUSTRIES, INC. and such name
~~has~~/has not ~~(designated)~~ been changed as a result of the merger.

SECTION 2:

~~(Article inapplicable section)~~

- a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act.
~~XXXXXXXXXXXXXXXXXXXX Corporation is a foreign corporation incorporated under the
laws of the State of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and has not been designated
XXXXX)XXXXXXXXXXXXXXXXXXXXXXX and has not been designated
XX
XX
XX
XX
XX
XX
XX~~

Article II

MERGING CORPORATION(S)

The name, State of Incorporation and date of incorporation or admission, respectively, of each Indiana domestic corporation and Indiana-qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

MONACO COACH CORPORATION
(Name of Corporation)

INDIANA
(State of Domicile)

7-9-87
(Date of incorporation or qualification in Indiana)

QUALITY METAL TECH, INC.
(Name of Corporation)

INDIANA
(State of Domicile)

8-9-90
(Date of incorporation or qualification in Indiana)

McCOY MILLER CORPORATION
(Name of Corporation)

INDIANA
(State of Domicile)

9-21-89
(Date of incorporation or qualification in Indiana)

Article III

PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by IC 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

Article IV

MANNER OF ADOPTION AND VOTE

Action by Surviving corporation. ~~(Strike through text)~~

~~SECTION XXX~~

~~Shareholder approval of merger or share exchange~~

~~The merger or share exchange was adopted by the board of directors of the surviving corporation and no shareholder action was required.~~

TRADEMARK

REEL: 1742 FRAME: 0264

PLAN OF MERGER AGREEMENT

THIS PLAN OF MERGER AGREEMENT is made and entered into this 23rd day of June, 1992, by and between WARRICK INDUSTRIES, INC., herein referred to as "Surviving Corporation", and MCCOY MILLER CORPORATION, herein referred to as "McCoy", MONACO COACH CORPORATION, herein referred to as "Monaco", and QUALITY METAL TECH, INC., herein referred to as "QMT", collectively with McCoy and Monaco herein referred to as the "Merging Corporations".

W I T N E S S E T H

WHEREAS, the Surviving Corporation is an Indiana Corporation with its principal offices at 1809 W. Hively, Elkhart, Indiana, and

WHEREAS, each of the Merging Corporations are Indiana Corporations, with principal offices at the following addresses; McCoy - 1809 W. Hively, Elkhart, Indiana, Monaco - 147 S. Second Street, Decatur, Indiana, and QMT - 1809 W. Hively, Elkhart, Indiana, and

WHEREAS, the Surviving Corporation and the Merging Corporations have agreed to a plan of re-organization in order to effect certain administrative, managerial, financial and accounting purposes, effective the date the Articles of Merger are filed and approved by the Indiana Secretary of State, which plan calls for the merger of the Merging Corporations into the Surviving Corporation,

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of all considerations being hereby acknowledged, the Surviving Corporation and Merging Corporations agree to make such merger subject to the following terms and conditions;

1. The Closing of this Plan of Merger Agreement, and of the matters herein contemplated shall take place at the principal office of the Surviving Corporation at 11:00 a.m. on the 25th day of June, 1992, or at such other time and place agreed upon by all parties (the "Closing").

2. At or before Closing, the proper officers of the Surviving Corporation and Merging Corporations shall execute, on behalf of each respective party, all matters and documents necessary to effectuate the merger herein contemplated, including any Articles of Merger required for filing with the Secretary of State of Indiana, and all assignments or other matters necessary to transfer assets to the Surviving Corporation. Surviving Corporation will file all necessary documents with the Secretary of State of Indiana.

3. Upon the effective date of the merger, the Merging Corporations shall merge into and become parts of the Surviving Corporation, which shall survive the merger and continue to be known as "Warrick Industries, Inc.", and the separate existences of the Merging Corporations shall thereupon cease. Upon the consummation of the merger, all issued and outstanding

shares of stock of the Merging Corporations shall be delivered to Surviving Corporation and the shareholders of the Merging Corporations, each of whom is a shareholder of Monaco, shall become shareholders of Surviving Corporation, each with a percentage of outstanding shares equal to their prior percentage of the outstanding shares of Monaco, subject to voting rights limitations established by Surviving Corporation.

4. Upon the effective date of the merger, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, whether public or private of each of the parties hereto; and all property, real, personal and mixed, and all debts due on whatever account and all other choses in action and all and every other interest of or belonging to or due to each of the parties hereto shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein under the laws of the State of Indiana, or any other state, vested in any of the parties hereto shall not revert or be in any way impaired by reason of such merger.

5. Upon the Closing, the Surviving Corporation shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of each of the parties hereto in the same manner and to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations, or had contracted therefor; and any claim existing or action or proceeding pending by or against any of the parties hereto may be prosecuted to judgment as if such

merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any party hereto shall be impaired by this merger, but any such liens shall be limited to the property upon which they were liens immediately prior to the time of this merger.

6. The Articles of Incorporation, together with all amendments thereto, and the By-Laws of the Surviving Corporation as they exist on the effective date of merger shall continue to be the Articles of Incorporation and the By-Laws, respectively, of the Surviving Corporation upon and after the effective date of this merger until changed or amended in accordance with the terms thereof.

7. All members of the Board of Directors and all officers of the Surviving Corporation on the effective date of this merger shall be and continue as the directors and officers of the Surviving Corporation after such date, to hold office for the same terms and upon the same conditions as existed prior to the merger.

8. This Agreement and each of its provisions shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement can not be assigned by any party except by or with the written consent of all other parties.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed by their duly authorized officers

on the date first above written.

WARRICK INDUSTRIES, INC.

By: Arlen J. Paul

Its: Secretary

MCCOY MILLER CORPORATION

By: Arlen J. Paul

Its: Secretary

MONACO COACH CORPORATION

By: [Signature]

Its: Secretary

QUALITY METAL TECH, INC.

By: Arlen J. Paul

Its: Secretary