

12-14-98

RECORDATION I
TRADEMARK

12-16-1998

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



Tab settings

To the Honorable Commissioner of Patents and Trademark

100926007

ments or copy thereof.

1. Name of conveying party(ies):

Thor Industries West, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- 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: 12/9/98

2. Name and address of receiving party(ies)

Name: Mountain High Coachworks, Inc.

Internal Address:

Street Address: 4750 Zinfandel Court

City: Ontario State: CA ZIP: 91761

- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

880,786

Additional numbers attached? Yes No

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

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

12/15/1998 DNGUYEN 00000093 880786

01 FC:481 40.00 DP

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO ZIP: 63102

12/15/1998 DNGUYEN 00000091 880786

01 FC:481 40.00 DP
02 FC:482 50.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Terri Branson
Name of Person Signing

Terri Branson
Signature

12/10/98
Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 7, 1998, is made by Thor Industries West, Inc., a California corporation. ("Thor West") in favor of Mountain High Coachworks, Inc., a California corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of October 23, 1998, by and among Thor West, Thor Industries, Inc., a Delaware corporation and the sole shareholder of Thor West ("Parent"), and Buyer, as amended. Capitalized terms used herein, but not defined herein, have the meanings given to them in the Asset Purchase Agreement.

W I T N E S S E T H:

WHEREAS, Thor West has agreed pursuant to the terms and conditions set forth in the Asset Purchase Agreement to sell, convey, transfer and assign all of the trademarks and registration applications (collectively, the "Marks") used by Thor West in the Business;

WHEREAS, Buyer desires to acquire the Marks used by Thor West in the Business as such Marks are identified specifically on Exhibit A attached hereto ("Exhibit A"); and

WHEREAS, Thor West is the owner of record of the Marks set forth on Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Thor West hereby sells, conveys, transfers, assigns, and sets over to Buyer, its successors and assigns, all right, title and interest in and to the Marks identified on Exhibit A, together with the goodwill of the Business with which such Marks are used or registered, and together with any and all claims, demands or rights of action which Thor West has or might have by reason of any infringement upon the Marks prior to the date of this Agreement, together with the right to prosecute such claims, demands or rights of action, and to retain any recovery obtained thereby.

2. Further Assurances. Thor West agrees that it shall execute and deliver such further instruments of conveyance, transferal, and assignment and take such other actions reasonably requested by Buyer in order to more effectively, assign, transfer, and convey to Buyer the Marks.

3. Representations. This Assignment is made without any representation or warranty, except as set forth in the Asset Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. Without regard to the principles of conflicts of laws, the internal laws of the State of California shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first written above.

THOR INDUSTRIES WEST, INC.

By: [Signature]
Name: Peter B. Orthwein
Title: Vice President

STATE OF Missouri)
City
COUNTY OF St. Louis)

Before me the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of December, 1998, personally appeared Peter B. Orthwein to me known personally, and who being by me duly sworn, deposes and says that he is Vice President of Thor Industries West, Inc. and that said instrument was signed and sealed on behalf of Thor Industries West, Inc. by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
My Commission expires:

Terri L. Branson
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Exp. 03/01/2001

Exhibit A

Registered Name

Registration Number

Registration Date

Traveleze

880,786

November 18, 1969;
Renewal approved on
May 9, 1990