

RECORDATION OF  
TRADEMARK

12-16-1998

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100926008

Tab settings     12-14-98

To the Honorable Commissioner of Patents and Trademarks: Please send me  this document or copy thereof.

1. Name of conveying party(ies):

Thor Tech, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- 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)

1,748,367  
2,061,811  
1,871,225

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.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO ZIP: 63102

12/15/1998 DNGUYEN 00000092 1748367

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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

DO NOT USE THIS SPACE

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

Signature

12/10/98  
Date

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

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

TRADEMARK  
REEL: 1826 FRAME: 0612

## ASSIGNMENT OF TRADEMARKS

9 THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") , dated as of December 1, 1998, is made by Thor Tech, Inc., a Nevada corporation. ("Thor Tech") 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 Industries West, Inc., a California corporation ("Seller"), Thor Industries, Inc., a Delaware corporation and the sole shareholder of Seller ("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, Seller 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 Seller in the Business;

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

WHEREAS, Thor Tech 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 and ten (\$10) United States dollars, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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

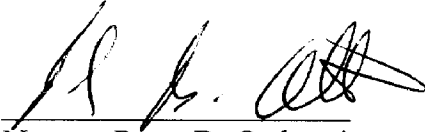
3. Representations. This Assignment is made without any representation or warranty, except as set forth in the Asset Purchase Agreement.

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 TECH, INC.

By: 

Name: Peter B. Orthwein

Title: Vice President and Treasurer

STATE OF Missouri )

~~COUNTY~~ <sup>city</sup> OF St. Louis )

Before me the undersigned, a Notary Public in and for the county aforesaid, on this 9<sup>th</sup> 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 and Treasurer of Thor Tech, Inc. and that said instrument was signed and sealed on behalf of Thor Tech, Inc. by authority of its Board of Directors, and said Peter B. Orthwein acknowledged said instrument to be the free act and deed of said corporation.

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


  
Notary Public  
My Commission expires:

Exhibit A

<u>Registered Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ambassador	1,748,367	January 26, 1993*
Manor	2,061,811	May 13, 1997
Residency	1,871,225	January 3, 1995

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\* Expired

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**RECORDED: 12/14/1998**

**TRADEMARK  
REEL: 1826 FRAME: 0616**