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A Professional Corporation

02-22-1999



100969078

Our File - LER 222

PATENTS AND TRADEMARKS

February 12, 1999

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Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Sir:

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Enclosed for recordation in the records of the U.S. Patent and  
Trademark Office is a copy of Articles of Merger with particulars as follows:

- (1) Name of conveying party:  
Country Coach, Inc., an Oregon corporation.
- (2) Name and address of receiving party:  
National R.V. Holdings, Inc., 3411 N. Perris Boulevard,  
Perris, California, 92571, a corporation of the State of  
Delaware.
- (3) The nature of the conveyance is a merger, and the  
Articles of Merger form was executed December 31,  
1998.

02/17/1999 00000132 1304924

02/17/1999 58URMS

40.00-00  
225.00-00  
01 FC:481  
02 FC:482

TRADEMARK

REEL: 1856 FRAME: 0894

(4)	<u>Registration Nos.</u>	<u>Registration Date</u>
	1,304,924	November 13, 1984
	1,304,928	November 13, 1984
	1,861,387	November 1, 1994
	1,906,457	July 18, 1995
	1,980,048	June 11, 1996
	2,015,662	November 12, 1996
	2,048,241	March 25, 1997
	2,133,616	February 3, 1998
	2,189,952	September 15, 1998
	2,206,280	December 1, 1998

(5) Any and all correspondence concerning this document should be addressed and mailed to the following:

Walter W. Karnstein  
Kolisch, Hartwell, Dickinson,  
McCormack & Heuser  
200 Pacific Building  
520 S.W. Yamhill Street  
Portland, Oregon 97204

(6) The total number of trademark registrations involved in this conveyance is ten (10).

(7) Our check in the amount of \$265.00 to cover the recordation fee is enclosed, in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required. A duplicate copy of this form is attached.

(9) 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.

Respectfully submitted,

KOLISCH, HARTWELL, DICKINSON,  
McCORMACK & HEUSER



---

Walter W. Kamstein

Reg. No. 35,565

200 Pacific Building

520 S.W. Yamhill Street

Portland, Oregon 97204

Telephone: (503) 224-6655

Facsimile: (503) 295-6679

of Attorneys for Registrant

TOTAL NUMBER OF PAGES

COMPRISING COVER SHEET: 3

FEE: \$10

Check the appropriate box below:

BUSINESS/PROFESSIONAL/NONPROFIT CORPORATION

(Complete only 1, 2, 3, 4, 10, 11)

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

(Complete only 5, 6, 7, 8, 9, 10, 11)

Registry Number: \_\_\_\_\_

1) NAME OF THE CORPORATIONS PROPOSING TO MERGE

- A.     \*\*
- B.     \*\*

2) NAME OF THE SURVIVING CORPORATION: \*\*

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED.

4) CHECK THE APPROPRIATE STATEMENTS FOR CORPORATION A AND CORPORATION B BELOW

Corporation A

Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.

Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation A is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

Corporation B

Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.

Shareholder/membership approval was required. The vote was as follows:

If Corporation B is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation B is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

FOR PARENT OR 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION: National R. V. Holdings, Inc. (a Delaware corporation)  
 Oregon Registry Number: Not applicable

# Articles of Merger

Surviving Corporation: National R.V. Holdings, Inc.  
Page 2

- 6) NAME OF SUBSIDIARY CORPORATION: Country Coach, Inc. (an Oregon corporation)  
Oregon Registry Number 106665-19
- 7) NAME OF SURVIVING CORPORATION: National R.V. Holdings, Inc.
- 8) COPY OF PLAN  
 A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached as Exhibit A.
- 9) CHECK THE APPROPRIATE BOX  
 A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before \*\*.  
 The mailing of a copy of the plan or summary was waived by all outstanding shares.
- 10) Effective Time

The merger shall be effective at the close of business on December 31, 1998.

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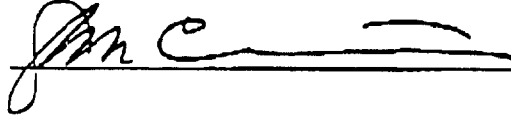
11) EXECUTION

Printed Name

Signature

Title

Jack I. Courtemanche



President

---

12) CONTACT NAME

DAYTIME PHONE NUMBER

Katherine M. Fritchman

(541) 686-8511

## **EXHIBIT A**

### **PLAN OF MERGER OF COUNTRY COACH, INC. (an Oregon corporation) WITH AND INTO NATIONAL R.V. HOLDINGS, INC. (a Delaware corporation)**

1. **PARTIES.** The names of the corporations proposing to merge are National R.V. Holdings, Inc., the Delaware parent corporation (NRVH), and Country Coach, Inc., the Oregon 100%-owned subsidiary corporation (CCI). The surviving corporation in the merger (the Merger) will be National R.V. Holdings, Inc.

2. **TERMS AND CONDITIONS.**

a. Upon consummation of the Merger, CCI shall be merged with and into NRVH in the manner and with the effect provided by the Oregon Business Corporation Act and the Delaware General Corporation Law; the separate corporate existence of CCI shall cease; and NRVH shall be the surviving corporation (the Surviving Corporation).

b. From and after the effective time of the Merger (the Effective Time), the Articles of Incorporation, Bylaws, Board of Directors and officers of NRVH in effect or in office, as the case may be, immediately before the Effective Time shall be the Articles of Incorporation, Bylaws, Board of Directors and officers of the Surviving Corporation.

3. **CONVERSION OF SHARES.** The manner and basis of converting the shares of capital stock in the Merger shall be as follows:

a. **CCI COMMON STOCK.** Each share of CCI Common Stock that is issued and outstanding immediately before the Effective Time shall be canceled and cease to exist at the Effective Time.

b. **NRVH COMMON STOCK.** Each share of NRVH Common Stock that is issued and outstanding immediately before the Effective Time shall remain outstanding without change by virtue of the Merger.

4. **EFFECTIVE TIME.** The Merger shall be effective at the close of business on December 31, 1998.

**AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG**

**NATIONAL R.V. HOLDINGS, INC.**

**NATIONAL R.V., INC.**

**and**

**COUNTRY COACH, INC.**

**Dated as of December 22, 1998**

AGREEMENT AND PLAN OF MERGER dated as of December 22, 1998 (the "Agreement"), by and among, NATIONAL R.V. HOLDINGS, INC., a Delaware corporation ("Parent"), NATIONAL R.V., INC., a California corporation and wholly-owned subsidiary of Parent ("NRV"), and Country Coach, Inc., an Oregon corporation and wholly-owned subsidiary of Parent ("CCI") (Parent, NRV and CCI being hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the respective Boards of Directors of Parent, NRV and CCI have each determined that it is advisable and for the benefit and in the best interests of their corporations and their respective stockholders that NRV and CCI be merged with Parent (the "Acquisition") by means of a merger of NRV and CCI with and into Parent, with Parent being the surviving corporation, on the terms and conditions hereinafter set forth (the "Merger"); and

WHEREAS, the Board of Directors of NRV has determined that the Acquisition is consistent with and in furtherance of the long-term business strategy of NRV and is fair to, and in the best interests of, NRV and has approved and adopted this Agreement and has approved the Merger and the other transactions contemplated hereby; and

WHEREAS, the Board of Directors of CCI has determined that the Acquisition is consistent with and in furtherance of the long-term business strategy of CCI and is fair to, and in the best interests of, CCI and has approved and adopted this Agreement and has approved the Merger and the other transactions contemplated hereby; and

WHEREAS, the Board of Directors of Parent has determined that the Acquisition is consistent with and in the furtherance of the long term business strategy of Parent and has approved and adopted this Agreement and has approved the Merger and the other transactions contemplated hereby; and

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

## ARTICLE 1.

### THE MERGERS

Section 1.1 The Merger. Subject to the terms and conditions hereof, on the Effective Date (as defined in Section 1.3), NRV and CCI shall be merged with and into Parent in accordance with the applicable provisions of the laws of the State of Delaware ("Delaware Law"), the State of California ("California Law") and the State of Oregon ("Oregon Law"); Parent, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under Delaware Law; the separate existences of NRV and CCI respectively, shall thereupon cease; and their corporate existence shall be merged into and transferred to the Surviving Corporation.



Section 1.2 Stockholders' Approval. To the extent consistent with the fiduciary duty of their respective Boards of Directors, each of NRV and CCI shall, as soon as practicable, take all action necessary in accordance with applicable law and its Certificate of Incorporation and By-Laws to obtain stockholder approval of the Merger. The Board of Directors of each of NRV and CCI has recommended that its stockholder, Parent, approve the Merger.

Section 1.3 Consummation of the Merger; Effective Date. As soon as practicable following the Closing (as that term is hereinafter defined in Section 1.6), the parties hereto will file (i) with the Secretary of State of the State of Delaware, a Certificate of Merger in the form attached hereto as Exhibit A, (ii) with the Secretary of State of the State of California, a copy of the Agreement of Merger with an officer's certificate of each Constituent Corporation in the form attached hereto as Exhibit B and (iii) with the Secretary of State of the State of Oregon, the Plan of Merger and the Articles of Merger in the forms attached hereto as Exhibit C, each in such form as required by, and executed in accordance with, the relevant provisions of Delaware Law, California Law and Oregon Law, respectively. The Merger shall become effective at such time (the "Effective Time") as (i) the Certificate of Merger shall have been duly filed with the Secretary of State of the State of Delaware, (ii) the Agreement of Merger with an officer's certificate of each Constituent Corporation shall have been duly filed with the Secretary of State of the State of California and (iii) the Plan of Merger and the Articles of Merger shall have been duly filed with the Secretary of State of the State of Oregon (such date the "Effective Date"). Parent, NRV and CCI agree to cause the Effective Date to be December 31, 1998 and the Effective Time to occur at the close of business on the Effective Date.

Section 1.4 Effect of the Mergers. Upon the effectiveness of the Mergers, the Surviving Corporation shall succeed, without any other action, to all rights and property of each of the Constituent Corporations, and shall be subject to all the debts and liabilities of each of the Constituent Corporations in the same manner as if the Surviving Corporation had itself incurred them, all with the effect set forth in Delaware Law. At the Effective Time, (i) each share of capital stock of NRV and CCI shall be canceled and cease to exist and (ii) each share of capital stock of Parent shall remain unchanged by virtue of the Merger.

Section 1.5 Directors and Officers. The directors and officers of Parent at the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation or By-Laws of the Surviving Corporation or as otherwise provided by law.

Section 1.6 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place, unless the parties shall otherwise agree, at the offices of Werbel & Carnelutti, 711 Fifth Avenue, New York, New York 10022 at 10:00 A.M. local time (i) as soon as practicable after the day on which the last condition set forth in Article 5 shall have been fulfilled or waived or (ii) at such other time as Parent, NRV and CCI may mutually agree (the "Closing Date").

Section 1.7 Certificates of Incorporation and By-Laws. As of the Effective Date, the Certificate of Incorporation and By-laws of Parent as in effect on the Effective Date shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation until thereafter amended as provided by law.

## ARTICLE 2.

### REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents for the benefit of NRV and CCI the following:

Section 2.1 Organization and Qualification. Parent is a corporation duly incorporated, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and is duly qualified and in good standing to do business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, other than where the failure to be in good standing, or to have such power and authority, or to be duly qualified and in good standing, as the case may be, would not have a Parent Material Adverse Effect. The term "Parent Material Adverse Effect" as used in this Agreement shall mean any event, change or effect that, individually or when taken together with all other such events, changes or effects, would be materially adverse to the condition (financial or otherwise), prospects, properties, assets, business or operations of Parent and its subsidiaries, taken as a whole, at the time of such event, change or effect.

Section 2.2 Certificate of Incorporation and By-Laws. Parent is not in violation of any of the provisions of its Certificate of Incorporation or By-Laws.

Section 2.3 Authority. Parent has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and, assuming the due authorization, execution and delivery thereof by NVR and CCI, constitutes the legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights in general from time to time in effect and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 2.4 No Conflict; Required Filings and Consents. The execution and delivery of this Agreement by Parent does not, and the performance of this Agreement by Parent and the consummation of the transactions contemplated hereby will not, excepting any shareholder votes required by Delaware Law, (i) conflict with or violate the Certificate of

Incorporation or By-Laws, as amended or restated, of Parent, (ii) conflict with or violate any federal, state, foreign or local law, statute, ordinance, rule, regulation, order, judgment, arbitration award or decree (collectively, "Laws") in effect as of the date of this Agreement and applicable to Parent or by which any of Parent's properties is bound or subject to or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of Parent pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, order, decree, franchise or other instrument or obligation to which Parent is a party or by which Parent or any of Parent's properties is bound or is subject to, except for any such conflicts or violations described in clause (ii) or breaches, defaults, events, rights of termination, amendment, acceleration or cancellation or liens or encumbrances described in clause (iii) that would not have a Parent Material Adverse Effect.

The execution and delivery of this Agreement by Parent do not, and the performance of this Agreement by Parent and the ownership and operation of the business and properties of Parent by the Surviving Corporation following the Effective Date will not, as of the date of this Agreement, require Parent to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any person, entity or governmental or regulatory authority ("Governmental Entities"), except (i) the filing and recordation of appropriate merger documents as required by Delaware Law and Oregon Law, (ii) such consents, approvals, authorizations or permits as have been or will be obtained prior to the Closing Date, and (iii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, either individually or in the aggregate, prevent Parent from performing its obligations under this Agreement or otherwise have a Parent Material Adverse Effect.

Section 2.5 Absence of Litigation. There is no claim, action, suit, litigation, proceeding, arbitration or, to the knowledge of Parent, investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), pending or, to the knowledge of Parent, threatened in writing against Parent or any of its subsidiaries or any properties or rights of Parent or any of its subsidiaries which would adversely affect Parent's ability to consummate the transactions contemplated by this Agreement.

### ARTICLE 3.

#### REPRESENTATIONS AND WARRANTIES OF NRV AND CCI

NRV and CCI each severally represent for the benefit of Parent the following:

Section 3.1 Organization and Qualification; Subsidiaries. NRV and CCI are corporations duly incorporated, duly organized, validly existing and in good standing (except for CCI, as there is no "good standing" concept under Oregon Law) under the laws of the jurisdiction of its incorporation or organization, have all requisite power and authority to own, lease and operate their properties and to carry on their respective businesses as they are now being conducted and are duly qualified and in good standing to do business in each jurisdiction

in which the nature of the business conducted by them or the ownership or leasing of their respective properties makes such qualification necessary, other than where the failure to be in good standing, or to have such power and authority, or to be duly qualified and in good standing, as the case may be, would not have a NRV Material Adverse Effect or CCI Material Adverse Effect. The terms "NRV Material Adverse Effect" and "CCI Material Adverse Effect" as used in this Agreement shall mean any event, change or effect that, individually or when taken together with all other such events, changes or effects, would be materially adverse to the condition (financial or otherwise), prospects, properties, assets, business or operations of NRV or CCI, as the case may be, at the time of such event, change or effect.

Section 3.2 Certificate of Incorporation and By-Laws. Neither NRV nor CCI is in violation of any of the provisions of its Certificate of Incorporation or By-Laws.

Section 3.3 Authority. Each of NRV and CCI has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by NRV and CCI and the consummation by NRV and CCI of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of NRV or CCI are necessary to authorize this Agreement or to consummate the transactions contemplated hereby (other than, with respect to the approval and adoption of this Agreement, by the holders of a majority of the outstanding shares of NRV common stock and CCI common stock in accordance with California Law and Oregon Law, respectively). This Agreement has been duly executed and delivered by NRV and CCI and, assuming the due authorization, execution and delivery thereof by Parent, constitutes a legal, valid and binding obligation of NRV and CCI enforceable against NRV and CCI in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights in general from time to time in effect and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.4 No Conflict; Required Filings and Consents. The execution and delivery of this Agreement by NRV and CCI do not, and the performance of this Agreement by NRV and CCI and the consummation of the transactions contemplated hereby will not (i) conflict with or violate the Certificate or Articles of Incorporation or By-Laws, as amended or restated, of NRV or CCI, (ii) conflict with or violate any Laws in effect as of the date of this Agreement applicable to NRV or CCI or by which any of their respective properties is bound or subject to, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on the properties or assets of NRV or CCI pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, order, decree, franchise or other instrument or obligation to which NRV or CCI is a party or by which NRV or CCI or any of their respective properties is bound or subject to, except for any such conflicts or violations described in clause (ii) or breaches, defaults, events, rights of termination, amendment, acceleration or cancellation

or liens or encumbrances described in clause (iii) that would not have a NRV or CCI Material Adverse Effect.

The execution and delivery of this Agreement by NRV and CCI does not, and the performance of this Agreement by NRV and CCI will not, as of the date of this Agreement, require NRV or CCI to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any person, entity or Governmental Entities, except (i) for the filing and recordation of appropriate merger documents as required by California Law and Oregon Law, (ii) such consents, approvals, authorizations or permits as have been or will be obtained prior to the Closing Date, and (iii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, either individually or in the aggregate, prevent either NRV or CCI from performing its obligations under this Agreement or otherwise have a NRV Material Adverse Effect or CCI Material Adverse Effect.

Section 3.5 Absence of Litigation. There is no claim, action, suit, litigation, proceeding, arbitration or, to the knowledge of NRV or CCI, as the case may be, investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), pending or, to the knowledge of NRV or CCI, as the case may be, threatened in writing against NRV or CCI, as the case may be, or any of their respective properties or rights of NRV or CCI which would adversely affect NRV's or CCI's ability to consummate the transactions contemplated by this Agreement.

#### ARTICLE 4.

#### COVENANTS

Section 4.1 Covenants. The proper officers and directors of each party of this Agreement shall use their reasonable best efforts to take all such action to give effect to the transactions contemplated under this Agreement. In case at any time after the Effective Date any further action is necessary or desirable to give effect to the purposes of this Agreement, the proper officers and directors of each party to this Agreement shall use their reasonable best efforts to take all such action.

#### ARTICLE 5.

#### CLOSING CONDITIONS

Section 5.1 Conditions to Obligations of Each Party Under This Agreement. The respective obligations of each party to effect the Merger and the other transactions contemplated herein shall be subject to the satisfaction at or prior to the Effective Date of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law:

(a) Parent, NRV and CCI shall have taken all actions and made all filings required by Delaware Law, California Law and Oregon Law; and

(b) Any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Parent, NRV or CCI to be material to the consummation of the Merger shall have been obtained.

## ARTICLE 6.

### MISCELLANEOUS

Section 6.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of NRV and CCI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NRV and CCI and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of NRV and CCI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 6.2 Abandonment or Deferral. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Parent, NRV or CCI or all parties, notwithstanding the prior filing of any documents with the Secretaries of State of the States of (i) Delaware, (ii) California and (iii) Oregon, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of Parent, NRV or CCI such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto.

Section 6.3 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 6.4 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.


NATIONAL R.V. HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL R.V., INC.

By: \_\_\_\_\_  
Name:  
Title:

COUNTRY COACH, INC.

By:   
Name: Jack L. Countermoney  
Title: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

NATIONAL R.V. HOLDINGS, INC.

By: *William M. DeGale*  
Name:  
Title:

NATIONAL R.V., INC.

By: *William M. DeGale*  
Name:  
Title:

COUNTRY COACH, INC.

By: \_\_\_\_\_  
Name:  
Title:



EXHIBIT A

Delaware Certificate of Merger

(attached)

Office of the Secretary of State

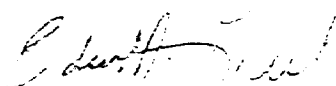
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"COUNTRY COACH, INC.", A OREGON CORPORATION,

"NATIONAL R.V., INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "NATIONAL R.V. HOLDINGS, INC." UNDER THE NAME OF "NATIONAL R.V. HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998, AT 9 O'CLOCK A.M.



---

Edward J. Freel, Secretary of State

2169670 8100M

981511610

AUTHENTICATION: 9499459

DATE: 12-31-98

**TRADEMARK**  
**REEL: 1856 FRAME: 0911**

**CERTIFICATE OF OWNERSHIP AND MERGER**

**OF**

**NATIONAL R.V., INC.**  
(a California corporation)

**and**

**COUNTRY COACH, INC.**  
(an Oregon corporation)

**into**

**NATIONAL R.V. HOLDINGS, INC.**  
(a Delaware corporation)

It is hereby certified that:

1. National R.V. Holdings, Inc. (hereinafter sometimes referred to as the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the common stock of stock of (i) National R.V., Inc. ("NRV"), which is a business corporation of the State of California and (ii) Country Coach, Inc. ("CCI"), which is a business corporation of the State of Oregon.
3. The laws of the jurisdiction of organization of NRV and CCI each permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges NRV and CCI into the Corporation.
5. The following is a copy of the resolutions adopted as of December 18, 1998 by the Board of Directors of the Corporation to merge NRV and CCI into the Corporation:

**RESOLVED**, that NRV and CCI be merged into this Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of NRV and CCI, respectively, be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and

enjoyed by each of NRV and CCI in their respective names.

RESOLVED, that this Corporation assume all of the obligations of NRV and CCI.

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed laws of the State of Delaware, by the laws of the State of California, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of NRV and of this Corporation and in any other appropriate jurisdiction.

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the law of the State of Oregon, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of CCI and of this Corporation and in any other appropriate jurisdiction.

of the 31<sup>ST</sup> IN WITNESS WHEREOF, the undersigned has hereunto set his hand as day of December, 1998.

NATIONAL R.V. HOLDINGS, INC.  
a Delaware corporation

By:   
Name: Wayne M. Mertes  
Title: President

112043

EXHIBIT B

California Agreement of Merger

(attached)

Office of the Secretary of State

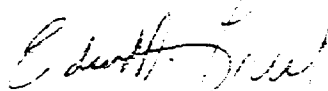
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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"COUNTRY COACH, INC.", A OREGON CORPORATION,

"NATIONAL R.V., INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "NATIONAL R.V. HOLDINGS, INC." UNDER THE NAME OF "NATIONAL R.V. HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998, AT 9 O'CLOCK A.M.



Edward J. Freel, Secretary of State

2169670 8100M

981511610

AUTHENTICATION: 9499459

DATE: 12-31-98

**TRADEMARK**  
**REEL: 1856 FRAME: 0915**

**CERTIFICATE OF OWNERSHIP AND MERGER**

**OF**

**NATIONAL R.V., INC.**  
(a California corporation)

**and**

**COUNTRY COACH, INC.**  
(an Oregon corporation)

**into**

**NATIONAL R.V. HOLDINGS, INC.**  
(a Delaware corporation)

It is hereby certified that:

1. National R.V. Holdings, Inc. (hereinafter sometimes referred to as the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the common stock of stock of (i) National R.V., Inc. ("NRV"), which is a business corporation of the State of California and (ii) Country Coach, Inc. ("CCI"), which is a business corporation of the State of Oregon.
3. The laws of the jurisdiction of organization of NRV and CCI each permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges NRV and CCI into the Corporation.
5. The following is a copy of the resolutions adopted as of December 18, 1998 by the Board of Directors of the Corporation to merge NRV and CCI into the Corporation:

**RESOLVED**, that NRV and CCI be merged into this Corporation, and that all of the estate, property, rights, privileges, powers, and franchises of NRV and CCI, respectively, be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and

enjoyed by each of NRV and CCI in their respective names.

RESOLVED, that this Corporation assume all of the obligations of NRV and CCI.

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed laws of the State of Delaware, by the laws of the State of California, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of NRV and of this Corporation and in any other appropriate jurisdiction.

RESOLVED, that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the law of the State of Oregon, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of CCI and of this Corporation and in any other appropriate jurisdiction

of the 31<sup>ST</sup> IN WITNESS WHEREOF, the undersigned has hereunto set his hand as day of December, 1998.

NATIONAL R.V. HOLDINGS, INC.  
a Delaware corporation

By:   
Name: Wayne M. Mertes  
Title: President

132043



EXHIBIT C

Oregon Plan and Articles of Merger

(attached)

130721

FEE: \$10

Check the appropriate box below:

- BUSINESS/PROFESSIONAL/NONPROFIT CORPORATION  
(Complete only 1, 2, 3, 4, 10, 11)
- FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL  
(Complete only 5, 6, 7, 8, 9, 10, 11)

Registry Number: \_\_\_\_\_

- 1) NAME OF THE CORPORATIONS PROPOSING TO MERGE
  - A.       \*\*
  - B.       \*\*
- 2) NAME OF THE SURVIVING CORPORATION: \*\*
  - Check here if there is a name change in this plan of merger.
- 3) A COPY OF THE MERGER PLAN IS ATTACHED.
- 4) CHECK THE APPROPRIATE STATEMENTS FOR CORPORATION A AND CORPORATION B BELOW

Corporation A

- Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
- Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation A is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

Corporation B

- Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
- Shareholder/membership approval was required. The vote was as follows:

If Corporation B is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation B is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

FOR PARENT OR 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

- 5) NAME OF PARENT CORPORATION:       National R. V. Holdings, Inc. (a Delaware corporation)
- Oregon Registry Number:         Not applicable

# Articles of Merger

Surviving Corporation: National R.V. Holdings, Inc.  
Page 2

6) NAME OF SUBSIDIARY CORPORATION: Country Coach, Inc. (an Oregon corporation)  
Oregon Registry Number 106665-19

7) NAME OF SURVIVING CORPORATION: National R.V. Holdings, Inc.

8) COPY OF PLAN

A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached as EXHIBIT A.

9) CHECK THE APPROPRIATE BOX

A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before \*\*.

The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) Effective Time

The merger shall be effective at the close of business on December 31, 1998.

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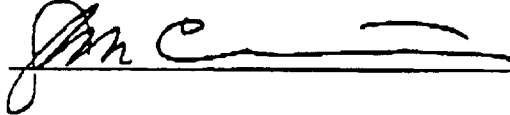
11) EXECUTION

Printed Name

Signature

Title

Jack I. Courtemanche



President

---

12) CONTACT NAME

DAYTIME PHONE NUMBER

Katherine M. Fritchman

(541) 686-8511

**EXHIBIT A**

**PLAN OF MERGER  
OF COUNTRY COACH, INC. (an Oregon corporation)  
WITH AND INTO  
NATIONAL R.V. HOLDINGS, INC. (a Delaware corporation)**

1. **PARTIES.** The names of the corporations proposing to merge are National R.V. Holdings, Inc., the Delaware parent corporation (NRVH), and Country Coach, Inc., the Oregon 100%-owned subsidiary corporation (CCI). The surviving corporation in the merger (the Merger) will be National R.V. Holdings, Inc.
  
2. **TERMS AND CONDITIONS.**
  - a. Upon consummation of the Merger, CCI shall be merged with and into NRVH in the manner and with the effect provided by the Oregon Business Corporation Act and the Delaware General Corporation Law; the separate corporate existence of CCI shall cease; and NRVH shall be the surviving corporation (the Surviving Corporation).
  
  - b. From and after the effective time of the Merger (the Effective Time), the Articles of Incorporation, Bylaws, Board of Directors and officers of NRVH in effect or in office, as the case may be, immediately before the Effective Time shall be the Articles of Incorporation, Bylaws, Board of Directors and officers of the Surviving Corporation.
  
3. **CONVERSION OF SHARES.** The manner and basis of converting the shares of capital stock in the Merger shall be as follows:
  - a. **CCI COMMON STOCK.** Each share of CCI Common Stock that is issued and outstanding immediately before the Effective Time shall be canceled and cease to exist at the Effective Time.
  
  - b. **NRVH COMMON STOCK.** Each share of NRVH Common Stock that is issued and outstanding immediately before the Effective Time shall remain outstanding without change by virtue of the Merger.
  
4. **EFFECTIVE TIME.** The Merger shall be effective at the close of business on December 31, 1998.

EXHIBIT A