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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

06-23-1999

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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

Commissioner of Patent

101079762

1 original documents or copy thereof.

1. Name of conveying party(ies):

UNION BANK OF CALIFORNIA

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF TRADEMARK COLLATERAL
- Merger
- Change of Name

Execution Date: JUNE 4, 1999

2. Name and address of receiving party(ies)

Name: COUNTRY COACH, INC.

Internal Address:

Street Address: 3411 NORTH PERRIS BLVD

City: PERRIS State: CA ZIP: 92571

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State OREGON
- 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)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

06/29/1999 DMGUYEN 00000258 1980048

DO NOT USE THIS SPACE

01 FC1481 40.00 OP
02 FC1482 150.00 OP

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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple
Signature

6-22-99

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 001924 FRAME: 0476

EXHIBIT A TO
UNION BANK OF CALIFORNIA, N.A./COUNTRY COACH, INC.
RELEASE OF TRADEMARK COLLATERAL

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Allure by Country Coach	June 11, 1996	1,980,048
Intrique by Country Coach	July 18, 1995	1,906,457
Affinity by Country Coach	November 1, 1994	1,861,387
Destinations by Country Coach	March 25, 1997	2,048,241
Great Room by Country Coach	November 12, 1996	2,015,662
Country Camper	November 13, 1984	1,304,928
Country Coach	November 13, 1984	1,304,924

PENDING TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
None		

RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL ("Release") is made as of June 4th, 1999 by Union Bank of California, N.A., a national banking association ("Bank"), the secured party under that certain Trademark Security Agreement referred to below.

WITNESSETH:

WHEREAS, Country Coach, Inc., an Oregon corporation ("Pledgor"), executed that certain Trademark Security Agreement, dated as of July 28, 1997 (the "Security Agreement"), pursuant to which Pledgor granted to Bank a security interest in certain trademarks owned and registered by Pledgor; and

WHEREAS, the Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on July 29, 1997 at Reel 1614, Frames 0434-0444; and

WHEREAS, Bank has agreed to release all of its rights under the Security Agreement, including without limitation all of its rights in and to the trademarks identified on Exhibit A attached hereto and made a part hereof (the "Released Trademarks"), and to reconvey to Pledgor all of its rights in and to the Released Trademarks;

NOW, THEREFORE, in consideration of the premises hereof, and other good and valuable consideration the receipt of which is hereby acknowledged, Bank hereby releases all of its rights in and to the Released Trademarks, reconveys to Pledgor all of its right, title and interest in and to the Released Trademarks, releases all other rights it may have under the Security Agreement with respect to the Released Trademarks, and cancels the Security Agreement in its entirety.

Bank hereby represents and warrants that it has not heretofore transferred to any other person or entity any of the rights in and to the Released Trademarks which were granted to it pursuant to the Security Agreement.

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed on the date first above written.

UNION BANK OF CALIFORNIA, N.A.

By: [Signature]
Name: Stephen Dunne
Title: Vice President

STATE OF CALIFORNIA,)
County of CRANIE) ss.

On June 4, 1999, 1999, before me, CHRISTINE T. GORMAN, a Notary Public in and for the State of California, personally appeared STEPHEN DUNNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



HL.2190(060199)