

Mar 2-14-08

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-22-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the 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
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

03/21/2000 DNGUYEN 00000088 74491840

FOR OFFICE USE ONLY

31 FC:481 40.00 OP
32 FC:482 275.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002037 FRAME: 0326

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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)

<input type="text" value="74491840"/>	<input type="text" value="74259617"/>	<input type="text" value="74498149"/>
<input type="text" value="74485160"/>	<input type="text" value="74485062"/>	<input type="text" value="74249305"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

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.

Lawrence D. W. Graves, Esq.

Name of Person Signing



Signature

11 FEB 00

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT of intellectual property is dated February 11th 1999, from Stephan M. Rodolakis (the "Trustee"), the duly-appointed Chapter 7 Trustee of the bankruptcy estates of Indian Motorcycle Company, Inc. ("Company"), Indian Motorcycle Apparel and Accessories Co., Inc. ("Apparel"), and Indian Motorcycle Manufacturing Company, Inc. ("Manufacturing"), and Sterling Consulting Corporation, a Colorado corporation as receiver (the "Receiver"), to IMCOA Licensing America, Inc. (the "Buyer"). The Trustee and the Receiver are collectively termed the "Sellers."

Recitals:

a. The Debtors' Estates. On or about July 15, 1993, involuntary Chapter 7 Petitions were filed against Company and Apparel pursuant to Section 303(a) of the United States Bankruptcy Code. In a related case, Manufacturing filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on February 15, 1994, and continued in possession of its property and continued to manage its affairs as a Debtor-in-Possession until October 23, 1995. On that date, its Chapter 11 proceeding was converted to a proceeding under Chapter 7 (Company, Apparel, and Manufacturing being collectively termed the "Chapter 7 Debtors"). The Chapter 7 Debtors' bankruptcy cases are pending before the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court") in the actions captioned *In Re: Indian Motorcycle Company, Inc.*, *In Re: Indian Motorcycle Manufacturing Company, Inc.*, and *In Re: Indian Motorcycle Apparel Company, Inc.*, Case No.s 93-41354 -HJB, 94-42288-HJB, 93-41955-HJB, respectively.

b. The Receivership Estate. The United States District Court for the District of Colorado (the "District Court") appointed Sterling Consulting Corporation the receiver of Indian Motorcycle Manufacturing, Inc. ("IMMI") on a temporary and permanent basis by orders dated April 10 and April 19, 1995, respectively. The receivership action is pending before the District Court in the action styled *Eller Industries, Inc. v. Indian Motorcycle Manufacturing, Inc.*, Civil Action No. 95-Z-777 (D. Colo.).

c. The Combined Estates. As part of their respective duties, the Receiver and the Trustee have attempted to maximize the value of their estates (collectively, the estates of the Chapter 7 Debtors and the Receivership Estate are termed the "Combined Estates"). In furtherance of this goal, the Receiver and the Trustee agreed to sell their estates in coordinated fashion. On January 19, 1996, the Trustee and the Receiver filed their Coordinated Sale Agreement with the Bankruptcy Court for approval. The Coordinated Sale Agreement was approved by the Bankruptcy Court on January 19, 1996, and by the District Court on January 29, 1996, thereby putting the Coordinated Sale plan into effect.

d. The Sale. (i) The Receiver, in connection with its authority under the Order Appointing Receiver, negotiated and executed a contract for the purchase and sale of the assets of the Combined Estates with IMCOA Licensing America, Inc.(the "IMCOA Agreement"). Responding to the Joint Motion to Approve Termination of Eller Contract, Set Contract Approval Procedure, and Approve Interim Funding of Receivership, filed October 18, 1998, the District Court approved the IMCOA Agreement by its Order dated December 7, 1998.

(ii) The Trustee, in connection with his authority to collect and reduce to money the property of the estates pursuant to Bankruptcy Code §704, filed with the Bankruptcy Court the Motion for Order Authorizing Trustee to Sell all of the Debtor's (*sic*) Assets on or about December 12, 1998. In response to that Motion, the Bankruptcy Court approved the IMCOA Agreement by its Order Approving and Confirming Sale of Debtors' Assets, dated January 13, 1999.

(iii) The IMCOA Agreement provides that the assets conveyed pursuant to its provisions shall be conveyed free and clear of all claims and encumbrances, including (*inter alia*) all "Liabilities" as such term is defined therein.

Sale Provisions

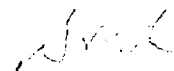
NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants contained in the IMCOA Agreement, the Sellers hereby do the following:

1. Trustee's Transfer and Assignment. The Trustee hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of his right, title, and interest and the right, title, and interest of the Chapter 7 Debtors, in and to the trademark registrations and applications identified on Exhibit A attached hereto, including all goodwill appurtenant thereto. The Trustee hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of his right, title, and interest and the right, title, and interest of the Chapter 7 Debtors, in and to the common law trademark assets identified on Exhibit 1- B and 1- C attached hereto, including all goodwill appurtenant thereto. The foregoing grants shall include all rights under any claim of prior infringement or misappropriation of the trademarks which exist or may have existed prior to this conveyance.

2. Receiver's Transfer and Assignment. The Receiver hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of its right, title, and interest and the right,

title, and interest of the receivership in and to the trademark assets identified on Exhibit A, including all the goodwill appurtenant thereto. The Receiver hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of its right, title, and interest and the right, title, and interest of the Receivership Estate, in and to the common law trademark assets identified on Exhibit B attached hereto, including all goodwill appurtenant thereto (the interests transferred by the Trustee and the Receiver being collectively termed the "Property"). The foregoing grants shall include all rights under any claim of prior infringement or misappropriation of the trademarks which exist or may have existed prior to this conveyance.

3. Ancillary Assignment Documents. On behalf of the Trustee and the Receiver, the Receiver shall, upon the request of the Buyer and without further consideration, execute short form assignments in the appropriate form with respect to each of the trademark assets identified on Exhibit A. Further, either or both of the Trustee and the Receiver shall, upon the request of the Buyer and without further consideration or Court approval, execute such other documentation as may be necessary or convenient to record, effectuate, perfect or evidence the transfer, and to take such other action as Buyer may reasonably require to correct any alleged deficiencies in the chain of title or otherwise more effectively document, evidence, and give full effect to the provisions of this transfer. Without limiting the generality of the foregoing, on behalf of the Combined Estates, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute "short form" assignments for each trademark application and each trademark registration in such form as the Buyer may request, including notarized execution, consular legalization by apostille or otherwise, as follows: (a) in connection with assignments of registrations and applications of trademark rights of record with the United States Patent and Trademark Office, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit C; (b) in connection with assignments of registrations and applications of trademark rights of record with the various state trademark offices, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit D unless one or more state trademark offices requires a different form and in such case shall execute such form other form as any such state trademark office may require for registration or filing in order to give effect to the substance of the conveyance contemplated by Exhibit D; (c) in connection with assignments of registrations and applications of trademark rights of record with the various trademark offices in foreign territories, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit E or otherwise in such form as such foreign territories may require for registration or filing in order to give effect to the substance




of the conveyance contemplated by Exhibit E; and (d) in connection with assignments of common law trademark rights not reflected in the foregoing assignments, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit F. Further assurances shall be provided upon request by the Trustee and/or Receiver or, following the conclusion of their respective Estates, the Clerk of Court or any other individual designated by the applicable Court shall without further consideration provide further assurances of the conveyance herein contemplated upon request by the Buyer.

4. Transfer Free and Clear of All Liens, Encumbrances and Interests. Pursuant to the Orders approving the IMCOA Agreement entered by the District Court and the Bankruptcy Court, the Sellers are transferring and conveying the Property to the Buyer free and clear of any liens, encumbrances, security interests, pledges, mortgages, charges, claims, Liabilities (as such term is defined in the IMCOA Agreement) or interests of whatever kind or nature. The scope, validity, force and effect of this transfer shall be determined solely by the respective orders of the Bankruptcy Court and the District Court, without any recourse being available to the Buyer against either of the Sellers.


5. Effective Time. The transfer of the Property pursuant to this Assignment shall be effective as of 12:01 a.m. on the 11th day of February, 1999.

IN WITNESS WHEREOF, the Trustee and Receiver have executed and delivered this Assignment on the date first set forth above.



Stephan M. Rodolakis, as Trustee

Sterling Consulting Corporation, as Receiver

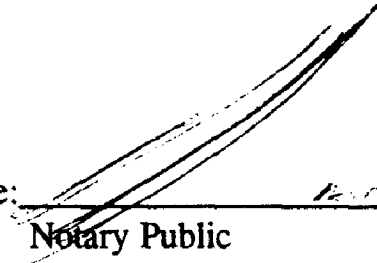
By: 

Richard A. Block, President



COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF WORCESTER)

On this 22 day of February, 1999, before me personally appeared Stephan M. Rodolakis, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

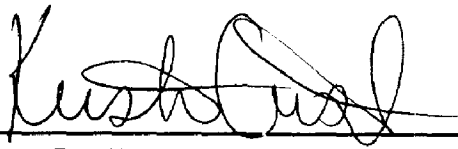
Name:  _____
Notary Public

(seal)

My Commission Expires: 3/15/04

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

On this 11th day of February, 1999, before me appeared Richard A. Block, to me personally known, who, being duly sworn, did say that he is the President of Sterling Consulting Corporation, a Colorado corporation, and that the seal affixed to the instrument is the corporate seal of Sterling Consulting Corporation, and that the instrument was signed and sealed on behalf of that corporation by authority of its board of directors, and he acknowledged the instrument as the free act and deed of Sterling Consulting Corporation.

Name: 
Notary Public

(seal)

My Commission Expires: 11/26/00

Trademark Registrant	Class	Serial No.	Registration No.
American Indian Motorcycle Co., Inc.	25	74-498,031	
American Indian Motorcycle Co., Inc.	25	74-299,745	
American Indian Motorcycle Co., Inc.	28	74-296,910	
American Indian Motorcycle Co., Inc.	06	74-296,910	
American Indian Motorcycle Co., Inc.	12	74-296,909	
Hendee Manufacturing Company	12	386,946	351,941
Hendee Manufacturing Company	12	39,008	39,008
Hendee Manufacturing Company	12	15,220	67,699
Hendee Manufacturing Company	12	83,586	103,728
Hendee Manufacturing Company	12	545,002	509,706
Hendee Manufacturing Company	12	83,585	103,727
Hendee Manufacturing Company	12	76,373	98,282
Indian Brewing Company	25	75-106,876	
Indian Brewing Company	32	75-106,876	
Indian Motorcycle Company, Inc.	32	75-052,764	
Indian Motorcycle Company, Inc.	29	75-052,764	
Indian Motorcycle Company, Inc.	42	75-052,764	
Indian Motorcycle Company, Inc.	30	75-052,764	
Indian Motorcycle Company, Inc.	33	75-052,764	
Indian Motorcycle Manufacturing Company, Inc.	25	74-063,475	
Indian Motorcycle Manufacturing Company, Inc.	03	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	04	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	08	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	14	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	16	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	18	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	28	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	32	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	42	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	12	74-153,568	
Indian Motorcycle Manufacturing Company, Inc.	12	72-355,024	921,459
Indian Motorcycle Manufacturing Company, Inc.	34	74-397,285	
Indian Motorcycle Café, Inc.	42	74-503,651	
Indian Motorcycle Café, Inc.	42	74-503,651	
Indian Motorcycle Manufacturing Company	12	75-076,242	
Indian Motorcycle Manufacturing Company	25	75-076,242	
Indian Motorcycle Manufacturing Company	42	75-076,242	
Indian Motorcycle Manufacturing, Inc.	12	74-325,013	1,953,518
Indian Motorcycle Manufacturing, Inc.	12	74-259,617	
Indian Motorcycle Manufacturing, Inc.	12	74-498,149	
Indian Motorcycle Manufacturing, Inc.	12	74-491,840	
Indian Motorcycle Manufacturing, Inc.	12	74-571,637	1,967,843
Indian Motorcycle Manufacturing, Inc.	18	74-485,160	

Trademark Registrant	Class	Serial No.	Registration No.
Indian Motorcycle Manufacturing, Inc.	25	74-485,062	
Indian Motorcycle Manufacturing, Inc.	25	74-249,305	
Indian Motorcycle Manufacturing, Inc.	12	74-249,303	
Indian Motorcycle Manufacturing, Inc.	12	74-325,096	
Indian Motorcycle Manufacturing, Inc.	12	74-491,841	
Indian Motorcycle Manufacturing, Inc.	12	74-325,097	1,827,074
Indian Motorcycle Supply	12	74-307,804	
Indian Motorcycle Supply	25	75-138,684	
Indian Motorcycle Supply	25	75-145,807	
Indian Motorcycle Supply	16	75-138,682	
Indian Motorcycle Supply	25	75-138,683	
Indian Tabac Company	34	75-128,241	
Indian Tabac Company	25	75-293,947	
Kellwood Company	25	72-022,312	652,777
Liberty Holding Company, Inc.	32	74-480,331	
Liberty Holding Company, Inc.	03	74-480,330	

Trademark Registrant	State	Class	Registration No.
American Indian Motorcycle Co., Inc.	USA - California	28	98,464
American Indian Motorcycle Co., Inc.	USA - California	26	98,743
American Indian Motorcycle Co., Inc.	USA - California	12	98,462
American Indian Motorcycle Co., Inc.	USA - California	25	98,742
American Indian Motorcycle Co., Inc.	USA - California	14	98,465
American Indian Motorcycle Co., Inc.	USA - Colorado	12	941,013,949
American Indian Motorcycle Co., Inc.	USA - Connecticut	12	9,214
American Indian Motorcycle Co., Inc.	USA - Connecticut	25	9,212
American Indian Motorcycle Co., Inc.	USA - Connecticut	28	9,213
American Indian Motorcycle Co., Inc.	USA - Illinois	28	73,641
American Indian Motorcycle Co., Inc.	USA - Illinois	12	73,640
American Indian Motorcycle Co., Inc.	USA - Illinois	14	73,639
American Indian Motorcycle Co., Inc.	USA - Illinois	14	73,638
American Indian Motorcycle Co., Inc.	USA - Iowa	14	W16,557
American Indian Motorcycle Co., Inc.	USA - Iowa	12	W16,565
American Indian Motorcycle Co., Inc.	USA - Iowa	28	W16,567
American Indian Motorcycle Co., Inc.	USA - Iowa	28	W16,562
American Indian Motorcycle Co., Inc.	USA - Iowa	25	W16,571
American Indian Motorcycle Co., Inc.	USA - Iowa	06	W16,570
American Indian Motorcycle Co., Inc.	USA - Iowa	14	W16,570
American Indian Motorcycle Co., Inc.	USA - Iowa	21	W16,570
American Indian Motorcycle Co., Inc.	USA - Iowa	28	W16,570
American Indian Motorcycle Co., Inc.	USA - Iowa	28	W16,563
American Indian Motorcycle Co., Inc.	USA - Michigan	12	M01,083
American Indian Motorcycle Co., Inc.	USA - Minnesota	28	22,010
American Indian Motorcycle Co., Inc.	USA - Minnesota	25	22,011
American Indian Motorcycle Co., Inc.	USA - Minnesota	12	22,009
American Indian Motorcycle Co., Inc.	USA - Nevada	25	Book 27, Page 249
American Indian Motorcycle Co., Inc.	USA - Nevada	28	Book 27, Page 250
American Indian Motorcycle Co., Inc.	USA - Nevada	12	Book 27, Page 251
American Indian Motorcycle Co., Inc.	USA - Nevada	09	Book 27, Page 252
American Indian Motorcycle Co., Inc.	USA - New Mexico	12	TK93,121,304
American Indian Motorcycle Co., Inc.	USA - New Mexico	14	TK93,121,304
American Indian Motorcycle Co., Inc.	USA - New Mexico	20	TK93,121,304
American Indian Motorcycle Co., Inc.	USA - New Mexico	21	TK93,121,304
American Indian Motorcycle Co., Inc.	USA - New Mexico	25	TK93,121,304
American Indian Motorcycle Co., Inc.	USA - Oklahoma	25	26,361
American Indian Motorcycle Co., Inc.	USA - Oklahoma	12	26,360
American Indian Motorcycle Co., Inc.	USA - Oklahoma	28	26,359
American Indian Motorcycle Co., Inc.	USA - Oregon	02	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	04	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	06	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	08	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	09	T27,840

Trademark Registrant	State	Class	Registration No.
American Indian Motorcycle Co., Inc.	USA - Oregon	12	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	14	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	16	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	24	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	25	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	26	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	27	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	28	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	32	T27,840
American Indian Motorcycle Co., Inc.	USA - Oregon	34	T27,840
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	12	2598848
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	28	2604120
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	25	2598840
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	28	2604118
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	12	2598834
American Indian Motorcycle Co., Inc.	USA - Pennsylvania	25	2598845
American Indian Motorcycle Co., Inc.	USA - Texas	12	53,204
American Indian Motorcycle Co., Inc.	USA - Texas	28	53,204
American Indian Motorcycle Co., Inc.	USA - Vermont	12	7,285
American Indian Motorcycle Co., Inc.	USA - Washington	25	22,863
American Indian Motorcycle Co., Inc.	USA - Washington	12	22,871
American Indian Motorcycle Co., Inc.	USA - Washington	28	22,862
American Indian Motorcycle Co., Inc.	USA - Washington	26	22,872

Exhibit 1 - A - 3
Foreign Trademarks

Trade Mark Registrant	Country	Class	Serial Number	Registration No.
American Indian Motorcycle Co., Inc.	Australia	06	601,178	
American Indian Motorcycle Co., Inc.	Australia	12	601,178	601179
American Indian Motorcycle Co., Inc.	Australia	06	601,179	
American Indian Motorcycle Co., Inc.	Australia	12	601,179	
American Indian Motorcycle Co., Inc.	Australia	28	601,179	
American Indian Motorcycle Co., Inc.	Great Britain	28	1,548,620	
American Indian Motorcycle Co., Inc.	Great Britain	25	1,534,128	
American Indian Motorcycle Co., Inc.	Great Britain	12	1,534,127	
American Indian Motorcycle Co., Inc.	Great Britain	06	1,534,126	
American Indian Motorcycle Co., Inc.	Italy	12	93 1788 Torino	
American Indian Motorcycle Co., Inc.	Japan	06	H05-52341	
American Indian Motorcycle Co., Inc.	Japan	12	H05-52342	
American Indian Motorcycle Co., Inc.	Japan	25	H05-52343	
American Indian Motorcycle Co., Inc.	New Zealand	12	235,054	
American Indian Motorcycle Co., Inc.	New Zealand	25	235,055	
American Indian Motorcycle Co., Inc.	New Zealand	28	235,056	
American Indian Motorcycle Co., Inc.	Poland	28	Z-121249	
Hendee Manufacturing Company	Canada	12	990,505	NFLD000.505
Indian Motocycle Company - Japan	Japan	25	H07-113221	4,022,987
Indian Motocycle Company - Japan	Japan	25	H07-135123	
Indian Motocycle Company - Japan	Japan	09	H05-30601	
Indian Motocycle Company - Japan	Japan	21	H05-30606	
Indian Motocycle Company - Japan	Japan	25	H05-30607	
Indian Motocycle Company - Japan	Japan	30	H05-30608	3,236,462
Indian Motocycle Company - Japan	Japan	35	H05-30612	
Indian Motocycle Company - Japan	Japan	42	H06-117553	4,099,777
Indian Motocycle Company - Japan	Japan	28	H05-86456	
Indian Motocycle Company - Japan	Japan	28	H05-86458	
Indian Motocycle Company - Japan	Japan	09	H10-519	
Indian Motocycle Company Limited	New Zealand	12	224,054	
Indian Motocycle Company, Inc.	Australia	09	638,631	638,631
Indian Motocycle Company, Inc.	Australia	12	638,632	
Indian Motocycle Company, Inc.	Australia	25	638,633	
Indian Motocycle Company, Inc.	Australia	28	638,634	
Indian Motocycle Company, Inc.	Australia	12	731,366	
Indian Motocycle Company, Inc.	Australia	25	731,366	
Indian Motocycle Company, Inc.	Australia	28	731,366	
Indian Motocycle Company, Inc.	Austria	12	AM1011/93	150,120
Indian Motocycle Company, Inc.	Austria	14	AM1011/93	150,120
Indian Motocycle Company, Inc.	Austria	18	AM1011/93	150,120
Indian Motocycle Company, Inc.	Austria	25	AM1011/93	150,120
Indian Motocycle Company, Inc.	Austria	26	AM1011/93	150,120
Indian Motocycle Company, Inc.	Benelux	28	832,525	561,903
Indian Motocycle Company, Inc.	Benelux	09	832,525	561,903

Exhibit 1 - A - 3
Foreign Trademarks

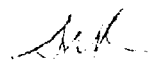
Trade Mark Registrant	Country	Class	Serial Number	Registration No.
Indian Motorcycle Company, Inc.	Benelux	25	832,525	561,903
Indian Motorcycle Company, Inc.	Benelux	12	832,525	561,903
Indian Motorcycle Company, Inc.	Brazil	12	818,058,471	818,058,471
Indian Motorcycle Company, Inc.	Brazil	25	818,058,480	818,058,480
Indian Motorcycle Company, Inc.	China	12	93 006,488	922,138
Indian Motorcycle Company, Inc.	China	25	93 006,489	833,779
Indian Motorcycle Company, Inc.	Community	04	287,904	
Indian Motorcycle Company, Inc.	Community	12	287,904	
Indian Motorcycle Company, Inc.	Community	32	287,904	
Indian Motorcycle Company, Inc.	Community	33	287,904	
Indian Motorcycle Company, Inc.	Community	34	287,904	
Indian Motorcycle Company, Inc.	Community	42	287,904	
Indian Motorcycle Company, Inc.	Denmark	12	06922/1992	573/1997
Indian Motorcycle Company, Inc.	Denmark	14	06922/1992	573/1997
Indian Motorcycle Company, Inc.	Denmark	18	00687/1997	
Indian Motorcycle Company, Inc.	Denmark	25	00687/1997	
Indian Motorcycle Company, Inc.	Denmark	26	06922/1992	573/1997
Indian Motorcycle Company, Inc.	Finland	09	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	12	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	14	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	18	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	25	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	26	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	28	4,284/94	207,308
Indian Motorcycle Company, Inc.	Finland	12	4,583/92	209,977
Indian Motorcycle Company, Inc.	Finland	14	4,583/92	209,977
Indian Motorcycle Company, Inc.	Finland	18	4,583/92	209,977
Indian Motorcycle Company, Inc.	Finland	25	4,583/92	209,977
Indian Motorcycle Company, Inc.	Finland	26	4,583/92	209,977
Indian Motorcycle Company, Inc.	France	09	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	12	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	14	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	18	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	25	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	26	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	France	28	94 535,008	94 535,008
Indian Motorcycle Company, Inc.	Greece	03	121,387	
Indian Motorcycle Company, Inc.	Greece	08	121,387	
Indian Motorcycle Company, Inc.	Greece	16	121,387	
Indian Motorcycle Company, Inc.	Greece	28	121,387	
Indian Motorcycle Company, Inc.	Greece	42	121,387	
Indian Motorcycle Company, Inc.	Greece	04	121,387	
Indian Motorcycle Company, Inc.	Greece	12	111,298	
Indian Motorcycle Company, Inc.	Greece	14	111,298	

Trade Mark Registrant	Country	Class	Serial Number	Registration No.
Indian Motorcycle Company, Inc.	Greece	18	111,298	
Indian Motorcycle Company, Inc.	Greece	24	111,298	
Indian Motorcycle Company, Inc.	Greece	25	111,298	
Indian Motorcycle Company, Inc.	Greece	26	111,298	
Indian Motorcycle Company, Inc.	Hong Kong	12	7759/94	
Indian Motorcycle Company, Inc.	Hong Kong	25	7758/94	B10702/96
Indian Motorcycle Company, Inc.	Hungary	12	M9206452	138,537
Indian Motorcycle Company, Inc.	Hungary	25	M9206452	138,537
Indian Motorcycle Company, Inc.	Israel	12	97,379	97,379
Indian Motorcycle Company, Inc.	Israel	25	97,378	
Indian Motorcycle Company, Inc.	Korea (South)	18	38,663/94	
Indian Motorcycle Company, Inc.	Korea (South)	09	38,664/94	332,496
Indian Motorcycle Company, Inc.	Korea (South)	12	38,665/94	333,661
Indian Motorcycle Company, Inc.	Korea (South)	07	38,666/94	330,217
Indian Motorcycle Company, Inc.	Korea (South)	28	38,667/94	
Indian Motorcycle Company, Inc.	Korea (South)	25	38,668/94	
Indian Motorcycle Company, Inc.	Liechtenstein	12	8,702	8,702
Indian Motorcycle Company, Inc.	Liechtenstein	25	8,702	8,702
Indian Motorcycle Company, Inc.	Malaysia	12	MA/9019/92	
Indian Motorcycle Company, Inc.	Malaysia	25	MA/9018/92	
Indian Motorcycle Company, Inc.	Mexico	12	205,511	482,548
Indian Motorcycle Company, Inc.	Mexico	25	205,510	502,278
Indian Motorcycle Company, Inc.	Norway	09	94,4694	176,309
Indian Motorcycle Company, Inc.	Norway	12	94,4694	176,309
Indian Motorcycle Company, Inc.	Norway	25	94,4694	176,309
Indian Motorcycle Company, Inc.	Norway	28	94,4694	176,309
Indian Motorcycle Company, Inc.	Russia	12	93 001,648	121,802
Indian Motorcycle Company, Inc.	Russia	25	93 001,648	121,802
Indian Motorcycle Company, Inc.	Singapore	12	S/1895/95	
Indian Motorcycle Company, Inc.	Singapore	25	S/1896/95	
Indian Motorcycle Company, Inc.	South Africa	12	95/2268	95/2268
Indian Motorcycle Company, Inc.	South Africa	25	95/2269	95/2269
Indian Motorcycle Company, Inc.	Spain	12	1,742,894/7	1,742,894
Indian Motorcycle Company, Inc.	Spain	25	1,742,895/5	1,742,895
Indian Motorcycle Company, Inc.	Spain	09		
Indian Motorcycle Company, Inc.	Switzerland	12	4,620/1994.8	422,959
Indian Motorcycle Company, Inc.	Switzerland	14	4,620/1994.8	422,959
Indian Motorcycle Company, Inc.	Switzerland	25	4,620/1994.8	422,959
Indian Motorcycle Company, Inc.	Venezuela	09		
Indian Motorcycle Company, Inc.	Yugoslavia	09	Z559/94	
Indian Motorcycle Company, Inc.	Yugoslavia	12	Z559/94	
Indian Motorcycle Company, Inc.	Yugoslavia	25	Z559/94	
Indian Motorcycle Company, Inc.	Yugoslavia	28	Z559/94	
Indian Motorcycle Manufacturing	Italy	12	92 5553 Milano	649,043

Exhibit 1 - A - 3
Foreign Trademarks

Trade Mark Registrant	Country	Class	Serial Number	Registration No.
Indian Motorcycle Manufacturing	Italy	14	92 5553 Milano	649,043
Indian Motorcycle Manufacturing	Italy	18	92 5553 Milano	649,043
Indian Motorcycle Manufacturing	Italy	25	92 5553 Milano	649,043
Indian Motorcycle Manufacturing	Italy	26	92 5553 Milano	649,043
Indian Motorcycle Manufacturing	Poland	12	Z-117089	86,105
Indian Motorcycle Manufacturing	Poland	25	Z-117089	86,105
Indian Motorcycle Company, Beverly	Italy	12	74 34573	310,992
Indian Motorcycle Company, Inc.	Finland	04	3143/96	
Indian Motorcycle Company, Inc.	Finland	12	3143/96	
Indian Motorcycle Company, Inc.	Finland	32	3143/96	
Indian Motorcycle Company, Inc.	Finland	33	3143/96	
Indian Motorcycle Company, Inc.	Finland	34	3143/96	
Indian Motorcycle Company, Inc.	Finland	42	3143/96	
Indian Motorcycle Company, Inc.	New Zealand	04	260,561	
Indian Motorcycle Company, Inc.	New Zealand	07	260,562	
Indian Motorcycle Company, Inc.	New Zealand	08	260,563	
Indian Motorcycle Company, Inc.	New Zealand	14	260,564	
Indian Motorcycle Company, Inc.	New Zealand	16	260,565	
Indian Motorcycle Company, Inc.	New Zealand	18	260,566	
Indian Motorcycle Company, Inc.	New Zealand	24	260,567	
Indian Motorcycle Company, Inc.	New Zealand	25	260,568	
Indian Motorcycle Company, Inc.	New Zealand	28	260,569	
Indian Motorcycle Company, Inc.	New Zealand	32	260,570	
Indian Motorcycle Company, Inc.	New Zealand	42	260,571	
Indian Tabac Cigar Co. And Design	Germany	20		39802787
Indian Tabac Cigar Co. And Design	Germany	34		39802787
Indian Tabac Cigar Co. And Design	Germany	18		39802787
Indian Tabac Cigar Co. And Design	Germany	20		39802787
Indian Tabac Cigar Co. And Design	Germany	33		39802787
Indian Tabac Cigar Co. And Design	Germany	25		39802787
Kajiya, Scott S.	Japan	12	H04-10314	2,674,792
Kajiya, Scott S.	Japan	25	H04-10315	2,710,099
Kajiya, Scott S.	Japan	26	H04-10316	2,720,681
Kajiya, Scott S.	Japan	28	H04-10317	
Kajiya, Scott S.	Japan	14	H05-30602	4,091,509
Kajiya, Scott S.	Japan	16	H05-30603	
Kajiya, Scott S.	Japan	18	H05-30604	3,199,708
Kajiya, Scott S.	Japan	20	H05-30605	
Kajiya, Scott S.	Japan	32	H05-30609	3,330,344
Kajiya, Scott S.	Japan	33	H05-30610	
Kajiya, Scott S.	Japan	34	H05-30611	
Toyo Enterprise KK	Japan	25	H08-124816	
Toyo Enterprise KK	Japan	25	H08-124807	
Toyo Enterprise KK	Japan	25	H08-124803	

Trade Mark Registrant	Country	Class	Serial Number	Registration No.
Toyo Enterprise KK	Japan	25	H08-124805	
Toyo Enterprise KK	Japan	25	H08-124804	
Toyo Enterprise KK	Japan	25	H06-95839	
Toyo Enterprise KK	Japan	14	H07-33461	
Toyo Enterprise KK	Japan	18	H07-33462	
Toyo Enterprise KK	Japan	14	H08-80714	
Toyo Enterprise KK	Japan	18	H08-80715	
Toyo Enterprise KK	Japan	24	H08-80716	
Toyo Enterprise KK	Japan	28	H08-80717	
Toyo Enterprise KK	Japan	25	H09-2656	
Toyo Enterprise KK	Japan	25	H09-2657	
Toyo Enterprise KK	Japan	25	H09-2659	
Toyo Enterprise KK	Japan	25	H09-34959	
Toyo Enterprise KK	Japan	25	H09-34960	
Toyo Enterprise KK	Japan	25	H08-124815	
Toyo Enterprise KK	Japan	25	H08-124808	
Toyo Enterprise KK	Japan	25	H08-124813	
Toyo Enterprise KK	Japan	25	H08-124810	
Toyo Enterprise KK	Japan	25	H09-2660	
Toyo Enterprise KK	Japan	25	H06-95840	



In The United States Patent and Trademark Office

Power of Attorney for
All Existing and Future Applications and Registrations with
Designation of Domestic Representative

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

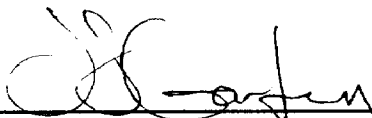
Sir:

IMCOA Licensing America, Inc. ("IMCOA"), on its own behalf and as successor in interest of the trademark registrants and/or owners listed in Exhibit A attached hereto, hereby appoints and designates Lawrence D.W. Graves, of Fierst & Pucci LLP, 64 Gothic Street, Northampton, MA 01060, (413) 584-8067, a member of the Bar of the Commonwealth of Massachusetts, its attorney, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office and in the Courts in connection with all existing, as listed in the before mentioned Exhibit A, and all future applications and registrations. IMCOA also designates Mr. Graves as IMCOA's domestic representative upon whom all notices or process in proceedings affecting the matters listed in Exhibit A may be served.

Respectfully submitted,

Date: Oct. 28, 1999

IMCOA Licensing America, Inc.

By: 
Joseph S. Garten, Vice President
Indian Motorcycle
355 King Street West, 4th Floor
Toronto, Ontario, CANADA M5V 1J6

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to:

BOX _____
NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

on _____
Date Signature Printed

Trademark Registrant	Class	Serial No.	Registration No.
American Indian Motorcycle Co., Inc.	25	74-498,031	
American Indian Motorcycle Co., Inc.	25	74-299,745	
American Indian Motorcycle Co., Inc.	28	74-296,910	
American Indian Motorcycle Co., Inc.	06	74-296,910	
American Indian Motorcycle Co., Inc.	12	74-296,909	
Hendee Manufacturing Company	12	386,946	351,941
Hendee Manufacturing Company	12	39,008	39,008
Hendee Manufacturing Company	12	15,220	67,699
Hendee Manufacturing Company	12	83,586	103,728
Hendee Manufacturing Company	12	545,002	509,706
Hendee Manufacturing Company	12	83,585	103,727
Hendee Manufacturing Company	12	76,373	98,282
Indian Brewing Company	25	75-106,876	
Indian Brewing Company	32	75-106,876	
Indian Motorcycle Company, Inc.	32	75-052,764	
Indian Motorcycle Company, Inc.	29	75-052,764	
Indian Motorcycle Company, Inc.	42	75-052,764	
Indian Motorcycle Company, Inc.	30	75-052,764	
Indian Motorcycle Company, Inc.	33	75-052,764	
Indian Motorcycle Manufacturing Company, Inc.	25	74-063,475	
Indian Motorcycle Manufacturing Company, Inc.	03	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	04	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	08	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	14	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	16	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	18	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	28	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	32	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	42	74-546,202	
Indian Motorcycle Manufacturing Company, Inc.	12	74-153,568	
Indian Motorcycle Manufacturing Company, Inc.	12	72-355,024	921,459
Indian Motorcycle Manufacturing Company, Inc.	34	74-397,285	
Indian Motorcycle Café, Inc.	42	74-503,651	
Indian Motorcycle Café, Inc.	42	74-503,651	
Indian Motorcycle Manufacturing Company	12	75-076,242	
Indian Motorcycle Manufacturing Company	25	75-076,242	
Indian Motorcycle Manufacturing Company	42	75-076,242	
Indian Motorcycle Manufacturing, Inc.	12	74-325,013	1,953,518
Indian Motorcycle Manufacturing, Inc.	12	74-259,617	
Indian Motorcycle Manufacturing, Inc.	12	74-498,149	
Indian Motorcycle Manufacturing, Inc.	12	74-491,840	
Indian Motorcycle Manufacturing, Inc.	12	74-571,637	1,967,843
Indian Motorcycle Manufacturing, Inc.	18	74-485,160	

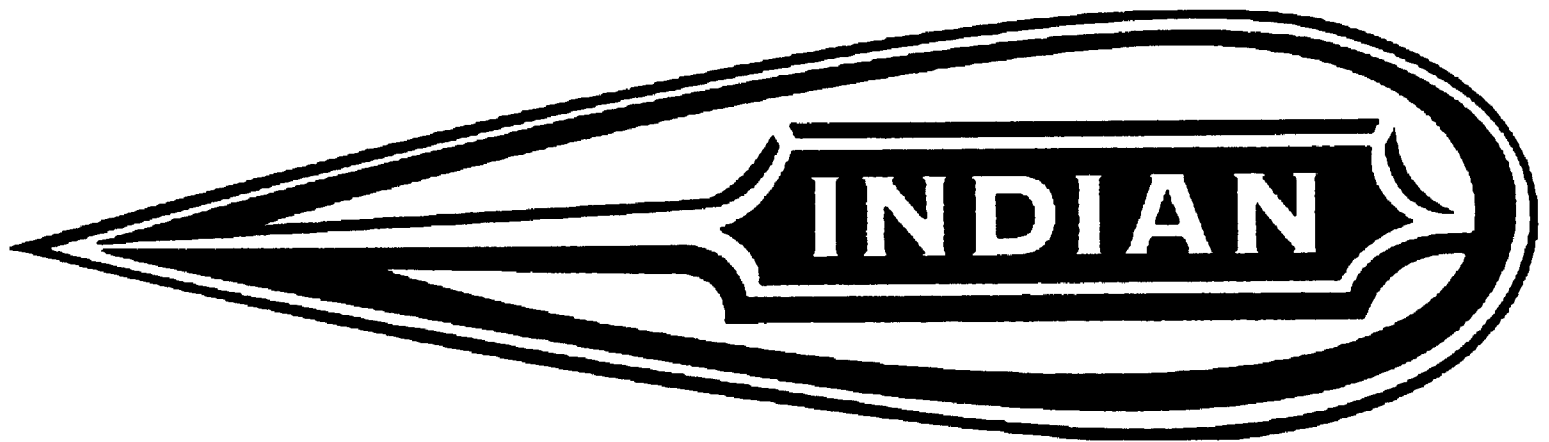
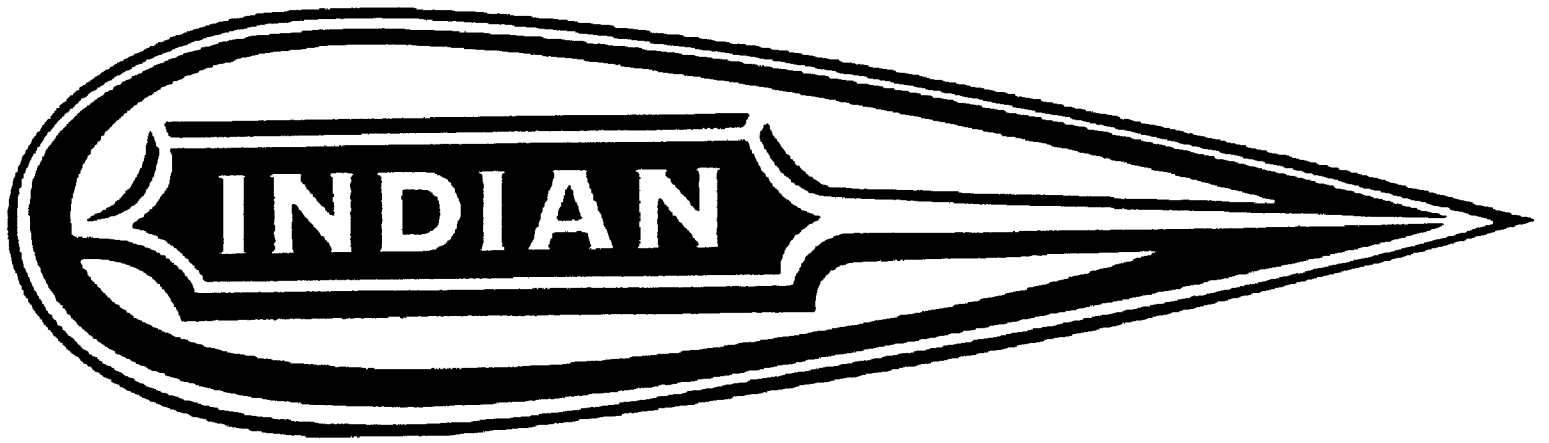
Trademark Registrant	Class	Serial No.	Registration No.
Indian Motorcycle Manufacturing, Inc.	25	74-485,062	
Indian Motorcycle Manufacturing, Inc.	25	74-249,305	
Indian Motorcycle Manufacturing, Inc.	12	74-249,303	
Indian Motorcycle Manufacturing, Inc.	12	74-325,096	
Indian Motorcycle Manufacturing, Inc.	12	74-491,841	
Indian Motorcycle Manufacturing, Inc.	12	74-325,097	1,827,074
Indian Motorcycle Supply	12	74-307,804	
Indian Motorcycle Supply	25	75-138,684	
Indian Motorcycle Supply	25	75-145,807	
Indian Motorcycle Supply	16	75-138,682	
Indian Motorcycle Supply	25	75-138,683	
Indian Tabac Company	34	75-128,241	
Indian Tabac Company	25	75-293,947	
Kellwood Company	25	72-022,312	652,777
Liberty Holding Company, Inc.	32	74-480,331	
Liberty Holding Company, Inc.	03	74-480,330	

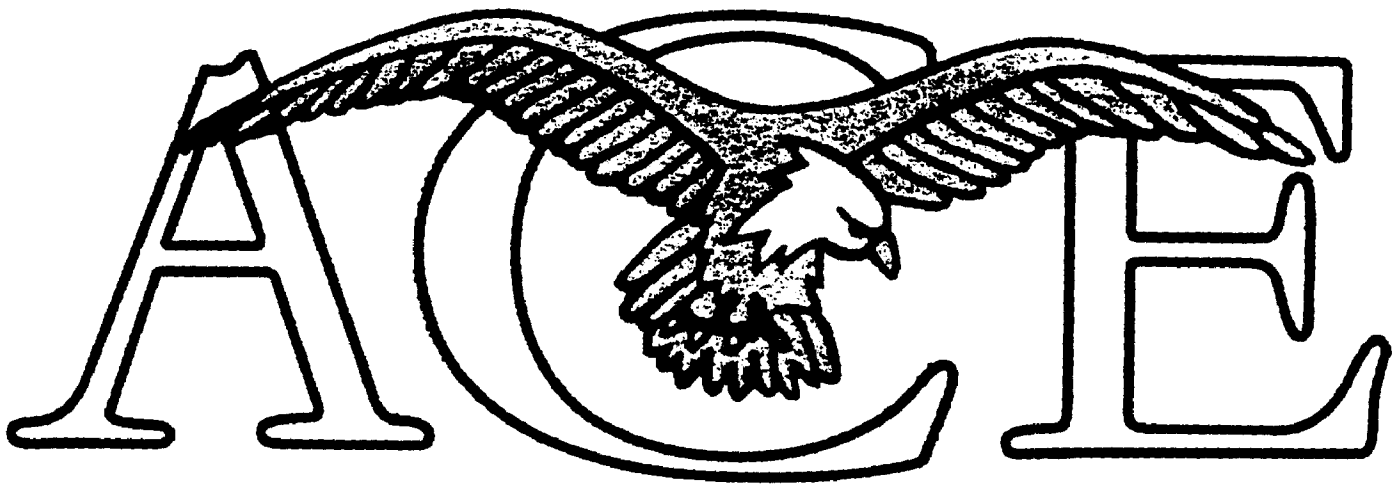






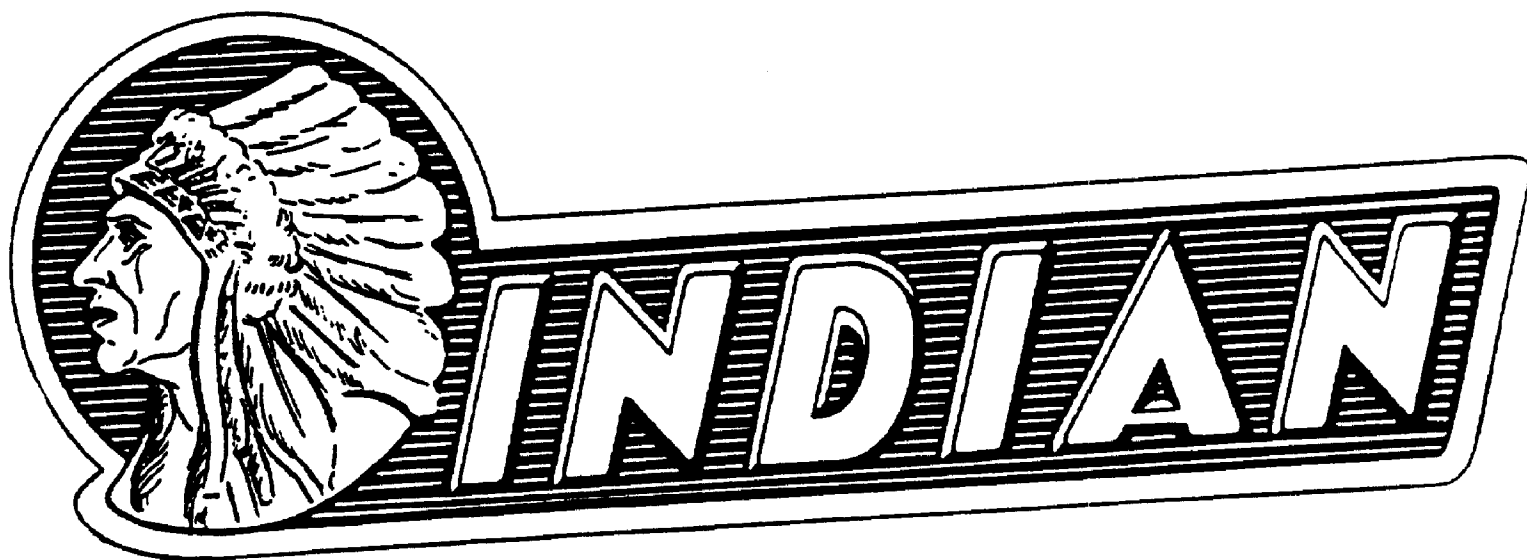
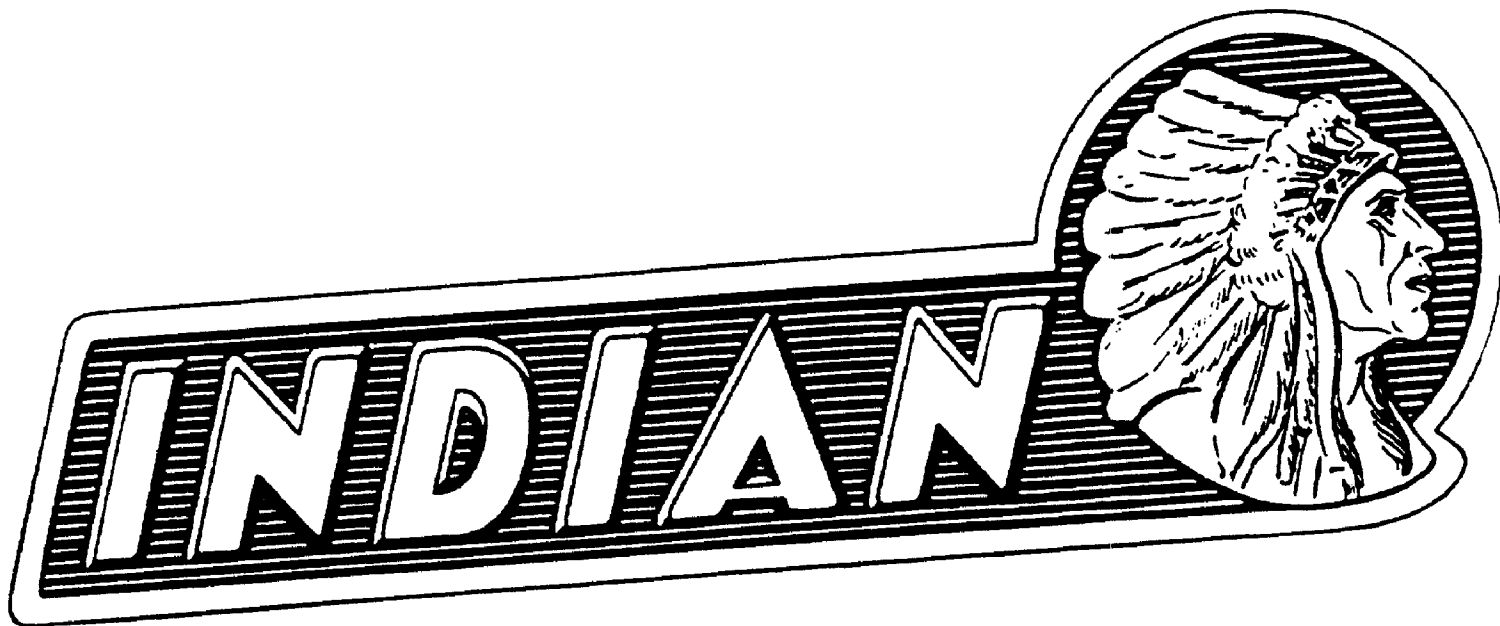
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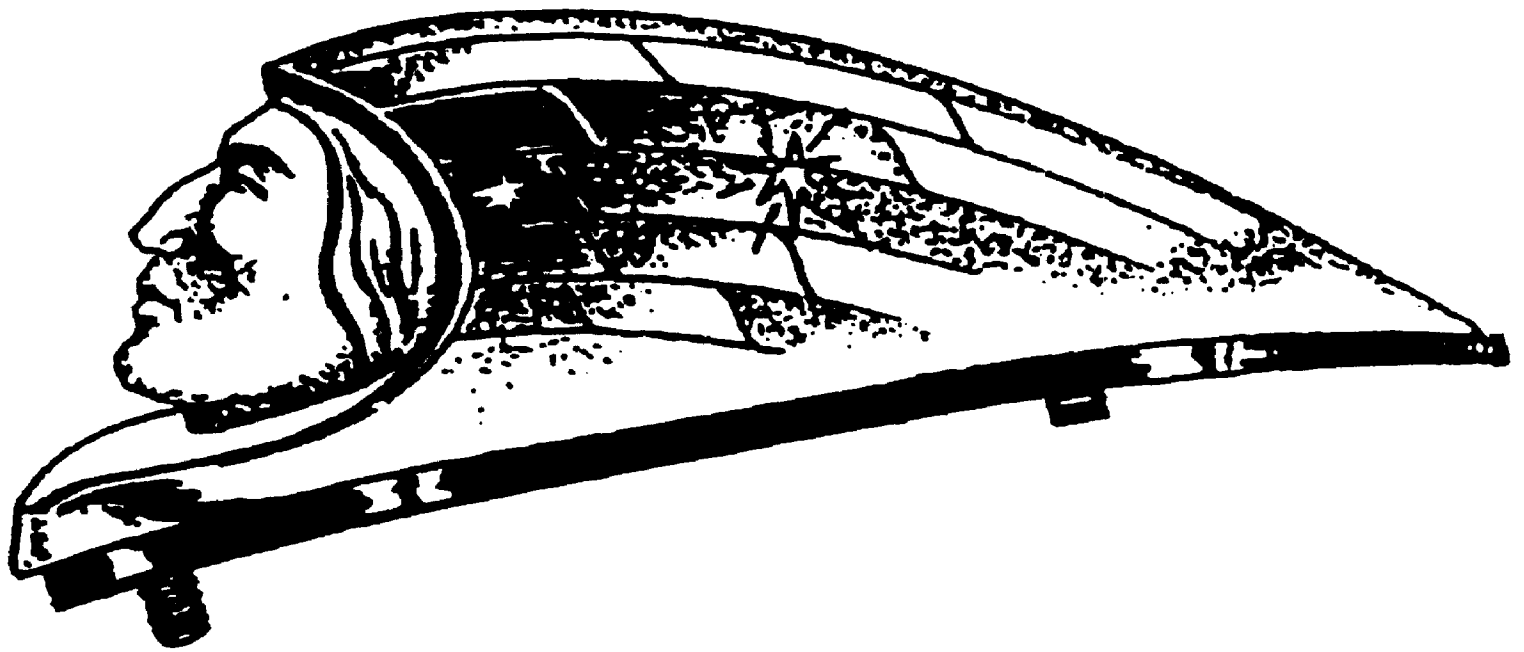


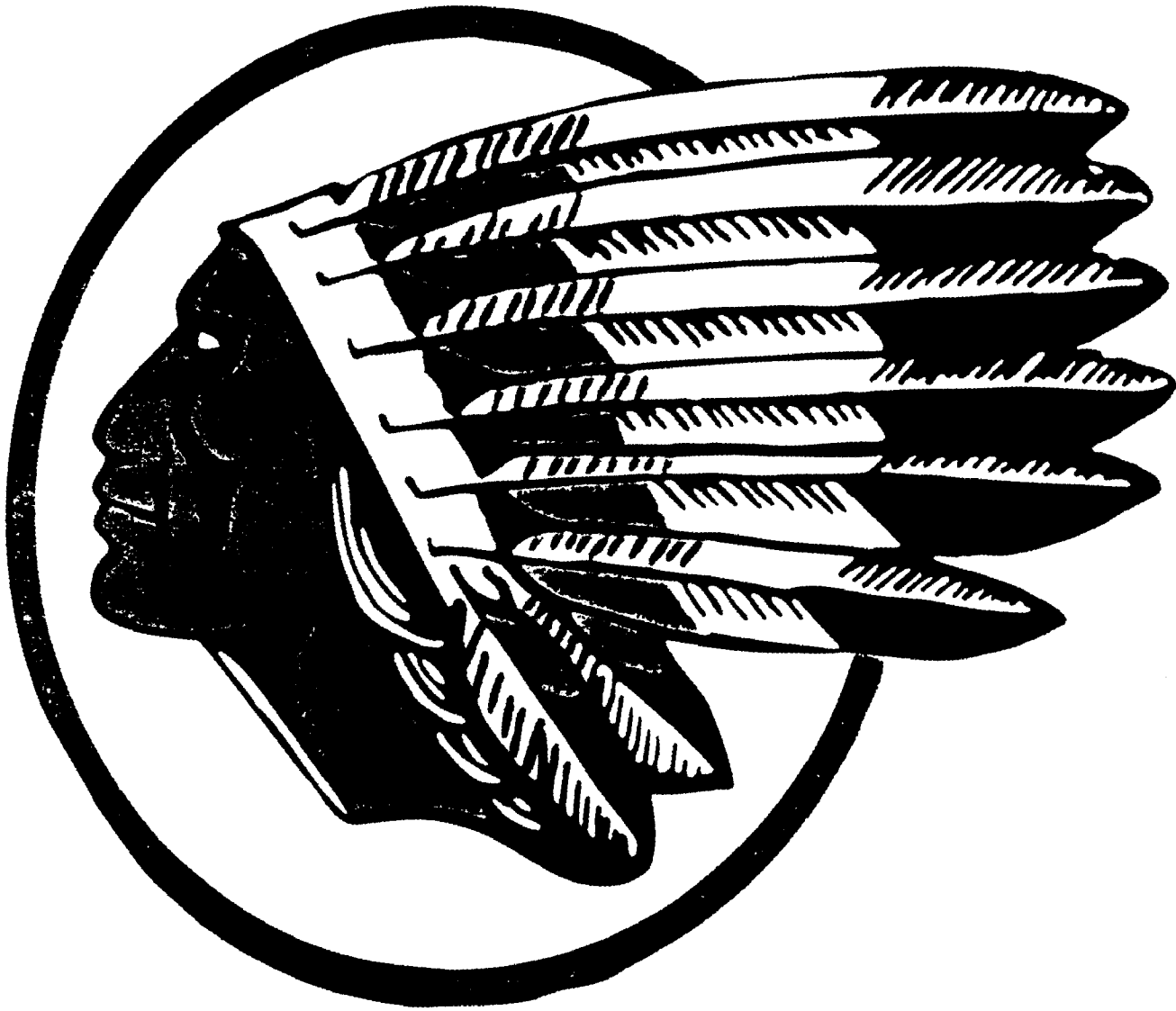


SAR

Indian









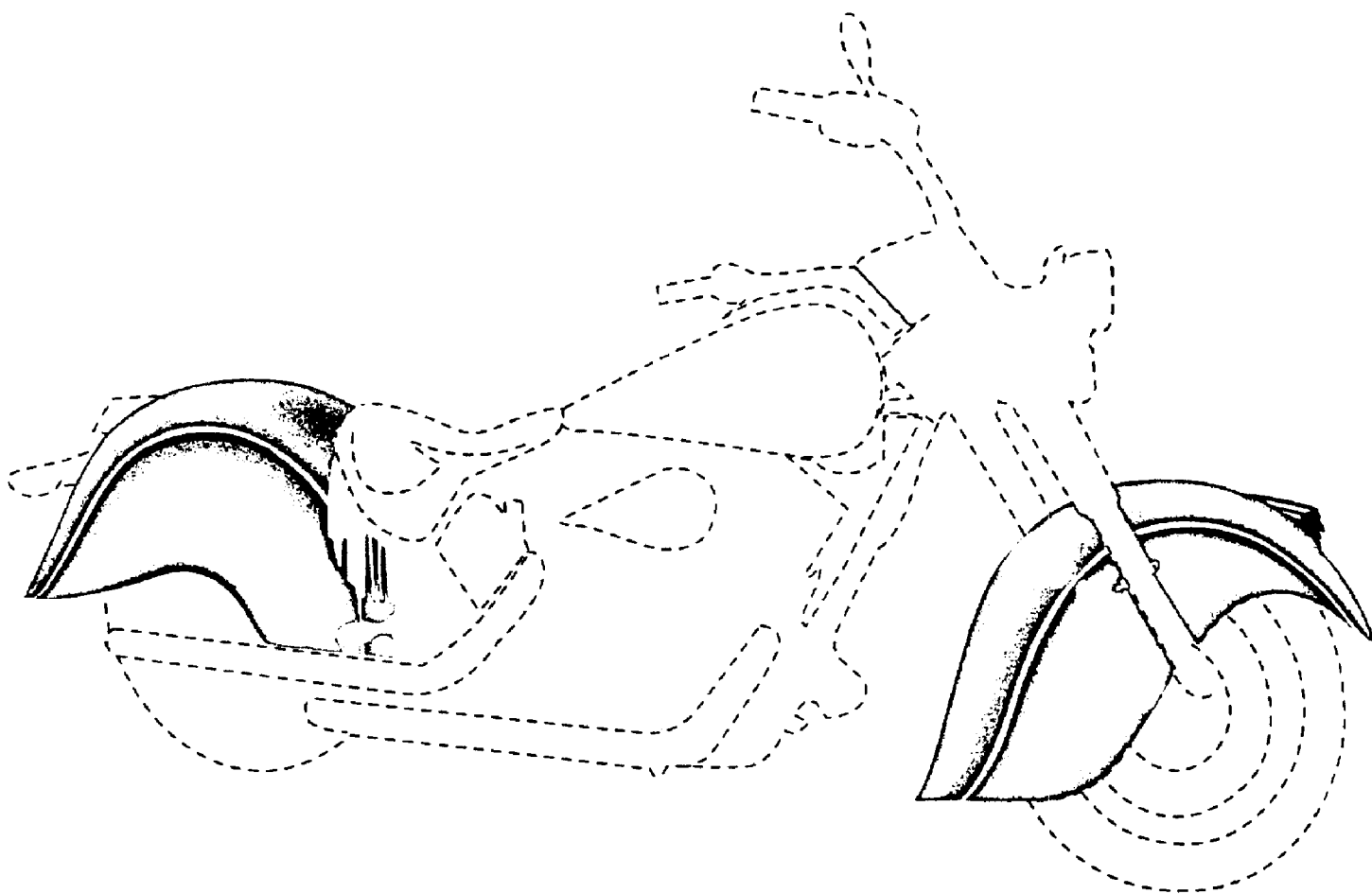


Exhibit 1 - C

Word trademarks used in conjunction with motorcycles:

ACE
BRAVE
CHIEF
INDIAN FOUR
INDIAN EIGHTY
PRINCE
PRINCESS
POWERPLUS
ROADMASTER
SCOUT
TRAILBLAZER
WARRIOR
WOODSMAN