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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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other  Court Order approving sale of receiver-  
ship; Civ. 95-Z-777; Dist. Ct. Colo.

Conveying Party

Mark if additional names of conveying parties attached

Name  Sterling Consulting Corporation, as Receiver

Execution Date  
Month Day Year  
 12071998

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name  IMCOA Licensing America, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  355 King Street W.

Address (line 2)  4th Floor

Address (line 3)  Toronto

City

Ontario, Canada

State/Country

M5V 1J6

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

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.)

FOR OFFICE USE ONLY

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TRADEMARK

REEL: 002037 FRAME: 0455

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0652777"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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 99

Date Signed

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Senior Judge Zita L. Weirshienk

Civil Action No. 95-Z-777

ELLER INDUSTRIES, INC., a Colorado corporation,  
Plaintiff,

v.

INDIAN MOTORCYCLE MANUFACTURING, INC.,  
a New Mexico corporation,

Defendant.

FILED  
UNITED STATES DISTRICT COURT  
DENVER, COLORADO

DEC 07 1998

JAMES R. MANSPEAKER  
CLERK

RECEIVED

DEC 8 1998

ORDER

DANFIELD & WOODS, P.C.

The matters before the Court are Eller's Motion For Reconsideration filed on October 28, 1998, Motion To Intervene As Party Plaintiffs filed on November 12, 1998, by certain creditors and beneficiaries, and Objections to IMCOA Licencing America, Inc. (IMCOA)'s offer of purchase of the Sterling Receivership filed by five separate parties including Eller Industries, Inc. (Eller), the proposed intervenors, Cow Creek Band Of The Umpqua Tribe, the Trustee in the Massachusetts bankruptcy action, and Spokes, an apparel company. On November 25, 1998, the Court heard the arguments and statements of counsel for Eller, the receiver, some proposed intervenors, the Cow Creek Band of the Umpqua Tribe, IMCOA, Spokes, as well as statements and oral recommendations of Magistrate Judge O. Edward Schlatter, and opinions of some interested visitors/consumers. Thereafter, the Court made certain oral conclusions of law which are incorporated by reference as if fully set forth, and took the remaining matters under advisement.

The Court is now prepared to rule on the pending matters. On October 23, 1998, this Court issued an order determining that Eller had breached the contract to purchase the receivership. Eller moved for reconsideration based on the receiver's breaches, and more

specifically, the receiver's inability to close by October 1, 1998. Eller contends that it was surprised by the receiver's sudden repudiation of the contract on October 6, 1998, as both parties knew that there would be no closing on October 1, 1998. After evaluating Eller's argument, the Court remains convinced that Eller materially breached the contract with the receiver by not paying administrative costs, by not providing an Intro Bike, and by not being ready to close by October 1, 1998, *inter alia*. The list of breaches is set forth in full on page 31 of Receiver's Special Report Of The Termination Of Eller Industries, Inc. dated November 13, 1998. The Court is satisfied that there were clear breaches of the contract by Eller. Further, the Court determines that while there were discussions of extending the closing date, a modification of the contract was not agreed upon. The deal never closed as required by the contract.

Aside from Eller's Motion For Reconsideration, the purpose of the November 25, 1998, hearing was to evaluate competing offers to buy the receivership and to evaluate objections to IMCOA's offer of purchase. There were no competing bids submitted to the Court by November 13, 1998, as required by this Court's order of October 23, 1998. Thus, the remaining issue to be determined by the Court is whether the receiver, by accepting the IMCOA offer, is acting in the best interests of the Combined Estates. As the Court emphasized during the hearing, it is not the province of the Court to second-guess the receivership. Instead, the Court determines whether the receiver is using sound business judgment and acting in the best interests of the Combined Estates. In view of the more than 16 million dollars in cash offered by IMCOA, the existence of a newly manufactured Indian Motorcycle, and other favorable aspects of the IMCOA offer contained the Receiver's 26th Report, the Court determines that the receiver is using sound business judgment and is acting in the best interest of the Combined Estates by accepting the IMCOA offer. Accordingly, it is

ORDERED that Eller's Motion For Reconsideration is denied. It is

FURTHER ORDERED that the Motion To Intervene As Party Plaintiffs is denied. It is

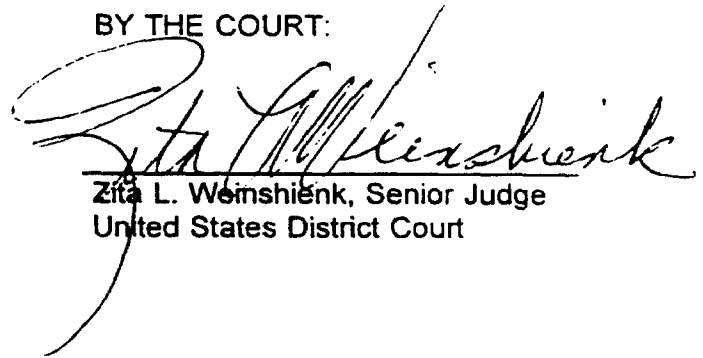
FURTHER ORDERED that all objections to the IMCOA offer of purchase are overruled.

It is

FURTHER ORDERED that the contract for sale of the receivership to IMCOA is approved.

DATED at Denver, Colorado, this 7 day of December, 1998.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Zita L. Weimshienk", written over a horizontal line.

Zita L. Weimshienk, Senior Judge  
United States District Court

**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:

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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	