FORM PTO-1618A
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OMB 0851-0027

03-22-2000

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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] 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
- [X] Other Court Order approving forms of conveyance Civ. 95-Z-777; US Dist Ct. Colo

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Indian Motorcycle Supply, Inc.

Execution Date Month Day Year: 02081999

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Illinois

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
- [X] 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.)*
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Delaware

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: Lawrence D. W. Graves, Esq.

Address (line 1): FIERST & PUCCI LLP

Address (line 2): 64 Gothic Street

Address (line 3): Northampton, MA 01060

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: (413) 584-8067

Name: Lawrence D. W. Graves, Esq.

Address (line 1): FIERST & Pucci LLP

Address (line 2): 64 Gothic Street

Address (line 3): Northampton, MA 01060

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)		
75138682	75138683	75138684			
75145807	74307804				

Number of Properties

Enter the total number of properties involved. # 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 140.00

Method of Payment: Enclosed [X] 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.		11 Feb 98
Name of Person Signing	Signature	Date Signed

DENVER, COLORADO
FEB - 0 1999
JAMES R. MANSPEA

FAX: RAB 2/8

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

Civil Action No. 95-Z-777

ELLER INDUSTRIES, INC.
Plaintiff,

v.

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

v.

UNITED STATES OF AMERICA,
Intervenor.

ORDER

This matter comes before the Court upon the Receiver's Motion for Approval of Forms of Conveyance. United States Magistrate Judge O. Edward Schlatter issued a Recommendation on February 5, 1999, stating that Receiver's Verified Motion To Approve Forms Of Conveyance should be granted and that all objections should be overruled. It appears to the Court that the analysis of Magistrate Judge Schlatter is both thorough and thoughtful. The Court has carefully considered the Motion, the forms of conveyance, this Court's prior Orders, the recommendation of Magistrate Judge Schlatter, and the supporting documentation already in the Court file. Based upon the foregoing, the Court approves the following facts as recited in Receiver's Verified Motion To Approve Forms Of Conveyance and in the Forms of Conveyance:

1. The intellectual property rights held and acquired by the receiver in this case and by Stephan M. Rodolakis, as acting Chapter 7 bankruptcy trustee (the "Trustee") in the actions known as *In Re: Indian Motocycle Company, Inc., In Re: Indian Motocycle Manufacturing Company, Inc., and In Re Indian Motocycle Apparel Company, Inc.*, Cases No. 93-41354 -HJB, 94-42288-HJB, 93-41955-HJB in the United States Bankruptcy Court for the District of Massachusetts (the "Combined Estates") (including the various constituent companies controlled by the Combined Estates), the intellectual property rights held by the various predecessor companies to the Combined Estates, and the goodwill appurtenant thereto (collectively, the "Property"), comprise all valid claims of right to the various Indian Motorcycle trademarks which are subject to the jurisdiction of this Court.

2. The Combined Estates' use of the Property in the licensing program, undertaken pursuant to this Court's Order Regarding Licensing and Enforcement of August 20, 1996, and the Combined Estates' use of the Property in the license with IMCOA Licensing America, Inc, ("IMCOA") maintained the existing goodwill and generated substantial additional goodwill for the Property.

3. This receivership has been pending since April 10, 1995. During this time, any party claiming an adverse or other interest in the Property has been given ample opportunity to assert such a claim. On October 19, 1998, the receiver and IMCOA filed their Joint Motion to Approve Termination of Eller Contract, Set Contract Approval Procedure, and Approve Interim Funding of Receivership. After notice to all interested parties, this Court held a hearing on November 25, 1998. This Court entered an Order approving the sale to IMCOA or its assignee (the "Purchaser") on December 7, 1998.

4. The forms of conveyance, which are attached to or referenced in the instant motion (collectively, the "Conveyance"), convey title to the Property from the Combined Estates to Purchaser. This Conveyance includes all trademark rights, including all common law trademark rights and appurtenant goodwill, derived in part from the following companies over which the Court has jurisdiction: American Indian Motorcycle Company, Inc.; Hendee Manufacturing Company (also known as the original Indian Motocycle Company and a predecessor in interest to the Combined Estates); Indian Motorcycle Manufacturing, Inc. (the defendant in 95-Z-777); Indian Motocycle Company, Inc. (the debtor in 93--41954-HJB); Indian Motocycle Manufacturing Company, Inc. (the debtor in 94-42288-HJB); Indian Motocycle Apparel and Accessories, Inc. (the debtor in 93-41955-HJB); Indian Motorcycle Company, Beverly Hills (a predecessor-in-interest to the Combined Estates); Indian Motorcycle Company, Inc. (a predecessor-in-interest to the Combined Estates); Indian Motor Company, Inc.; Indian Motorcycle Supply, Inc.; and Liberty Holding Company, Inc. (a predecessor-in-interest to the Combined Estates. The Conveyance is effective regardless of whether the Property is held directly by the Combined Estates or held by a corporation owned or controlled by the Combined Estates.

5. As previously Ordered by this Court on May 11, 1998, certain aspects of the Property have "famous mark" and "well-known mark" status under 15 U.S.C. § 1125(c), and Paris Convention for the Protection of Industrial Property (U.N.T.S. N° 11851, Vol. 828, pp. 305-388), Article 6*bis*. The Conveyance will in no way alter that status and IMCOA or its assignee will enjoy the benefit of that status. Further, other aspects of the Property, as indicated on the Exhibits 1-B-1 through 1-B-11 to the Motion for Approval of Forms of Conveyance, are also "famous" and "well-known" marks under 15 U.S.C. § 1125(c), and Paris Convention for the Protection of Industrial Property, Article 6*bis* (respectively).

Based on the foregoing, the Court hereby ORDERS that:

1. The Recommendation of United States Magistrate Judge O. Edward Schlatter is approved and adopted.

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2. Receiver's Motion To Approve Forms Of Conveyance is granted, and the forms of conveyance are hereby approved. The Conveyance of Property pursuant to the approved forms of conveyance will convey the Property to Purchaser free and clear of claims, liens, encumbrances, and ownership interests, and will have no adverse effect on the status of the Property, but merely change ownership, and therefore control, of the rights represented by the Property.

3. The United States Patent and Trademark Office is requested, pursuant to 15 U.S.C. § 1115, to give full force and effect to the Conveyance and conform the Principal Register to reflect ownership by the Purchaser of the Property and the prior adjudications of rights by this Court, at such time as the Conveyance becomes effective.

4. The receiver is hereby authorized and required to execute and deliver, from time to time upon request of Purchaser, and without further consideration or Court approval, such additional instruments of conveyance and transfer, and to take such other action as Purchaser may reasonably require to correct any alleged deficiencies in the chain of title or otherwise more effectively carry out the provisions of the Conveyance. Purchaser is authorized to execute such documents as may be necessary or convenient to record, perfect, effectuate, or evidence the Conveyance.

5. The objections of Eller, the Cow Creek Band of the of the Umpqua Tribe, Messrs. Basciani, and similar objectors and proposed intervenors, are overruled.

6. All disputes resulting from or related to the Conveyance shall be brought in this Court.

Dated this 8 day of February, 1999.

By: Zita L. Weinshienk

Zita L. Weinshienk, Senior Judge
United States District Court

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Exhibit 1 - A - 1
US Trademarks - Federal

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 Motocycle Company, Inc.	32	75-052,764	
Indian Motocycle Company, Inc.	29	75-052,764	
Indian Motocycle Company, Inc.	42	75-052,764	
Indian Motocycle Company, Inc.	30	75-052,764	
Indian Motocycle Company, Inc.	33	75-052,764	
Indian Motocycle Manufacturing Company, Inc.	25	74-063,475	
Indian Motocycle Manufacturing Company, Inc.	03	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	04	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	08	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	14	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	16	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	18	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	28	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	32	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	42	74-546,202	
Indian Motocycle Manufacturing Company, Inc.	12	74-153,568	
Indian Motocycle Manufacturing Company, Inc.	12	72-355,024	921,459
Indian Motocycle 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	

Exhibit 1 - A - 1
US Trademarks - Federal

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	