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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 directing sale of debtor's assets; Case No. 94-82288-HJB, Bankr. Mass

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01131999

Name Indian Motorcycle Manufacturing Company, Inc.

Formerly

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

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

Ontario, Canada

M5V 1J6

- 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

03/21/2000 DNGUYEN 00000081 74063475

01 FC:481
02 FC:482

40.00 OP
100.00 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. 20231

REEL: 002037 FRAME: 0502

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.

6

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)

74063475 74546202 74153568
74397285

0921459

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 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 02

Date Signed

4410205
CCLAB
EST

United States Bankruptcy Court
District of Massachusetts

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ENTERED ON COURT

1/13/99

<p>In Re:</p> <p>INDIAN MOTOCYCLE COMPANY, INC.</p> <p>Debtor,</p>	<p>) JOINTLY ADMINISTERED</p> <p>) Chapter 7</p> <p>) Case No. 93-41954-HJB</p>
<p>In Re:</p> <p>INDIAN MOTOCYCLE APPAREL AND ACCESSORIES CO., INC.,</p> <p>Debtor</p>	<p>) Chapter 7</p> <p>) Case No. 93-41955-HJB</p>
<p>In Re:</p> <p>INDIAN MOTOCYCLE MANUFACTURING COMPANY, INC.,</p> <p>Debtor</p>	<p>) Chapter 11</p> <p>) Case No. 94-42288-HJB</p>

ORDER APPROVING AND CONFIRMING SALE OF DEBTORS' ASSETS

The Court, upon the Motion for Order Authorizing Trustee to Sell all of the Debtor's (sic) Assets (the "Sale Motion") filed by Stephan M. Rodolakis, the duly appointed Chapter 7 Trustee (the "Trustee") in the above captioned Chapter 7 cases pending before this Court, and being sufficiently advised in the premises by the

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representations of the Trustee, the Receiver and their respective counsel, and due notice having been given, and objections having being overruled for the reasons set forth in this Court's Memorandum of Decision of even date, hereby finds that:

FINDINGS

a. On January 19, 1996, the Trustee and Sterling Consulting Corp. (the "Receiver"), the appointed Receiver of Indian Motorcycle Manufacturing, Inc. in Civil Action No. 95-Z-777 (Eller Industries, Inc. v. Indian Motorcycle Manufacturing, Inc.) pending before the United States District Court for the District of Colorado (the "District Court"), entered into a Joint Motion for Approval of Stipulation Regarding Coordinated Sale and Coordinated Administration (the "Joint Motion"), which was filed with and approved by the Court that same day. On January 29, 1996, the District Court granted the Joint Motion. The Joint Motion, each Court's Order approving the Joint Motion, and the efforts undertaken to conduct the sale of assets in the Receivership estate and the Bankruptcy Estates (collectively, the "Combined Estates") are referred to hereafter collectively as the "Coordinated Sale";

b. The Receiver negotiated and executed a contract for the purchase and sale of the assets of the Combined Estates (the "IMCOA Agreement") with IMCOA Licensing America, Inc. ("IMCOA"). The District Court approved the IMCOA Agreement by its Order dated December 7, 1998 (the "District Court's Order Approving Sale"), thereby approving the sale of the assets of the Combined Estates to IMCOA pursuant to the IMCOA Agreement.

c. After the District Court entered its Order Approving Sale, the Trustee and the Receiver entered into an agreement (the "Letter Agreement") which included terms

that provided, *inter alia*, that after the sale of the Combined Estates Assets to IMCOA had closed, an escrow account (the "Escrow Account") of Three Million, Five Hundred Thousand (\$3,500,000.00) Dollars would be established from the sale proceeds, which account would require the signatures of both the Trustee and the Receiver on disbursements. The Escrow Account is to be established for payment of Bankruptcy claims, subject to the Receiver's arguments relative to the allocation of sale proceeds between the Bankruptcy estates and the Receivership estate (the "Allocation Issue").

d. The Trustee thereafter filed the Sale Motion seeking entry of an order authorizing the Trustee to sell all of the assets of the Debtors' Estates to IMCOA;

e. This Court held a hearing on the Sale Motion on January 6, 1999 where all parties in interest were allowed an opportunity to be heard;

f. On January 8, 1999, the District Court entered its Order (the "Allocation Issue Jurisdiction Order") regarding the Receiver's Motion To Allow Bankruptcy Court To Hear Allocation Issue And Prohibit Appeal To This Court. Pursuant to the Allocation Issue Jurisdiction Order, the District Court agreed that this Court could hear the Allocation Issue.

Now therefore, it is hereby ORDERED and ADJUDGED that:

1. The Sale Motion is hereby allowed and the sale of the assets of the Debtors' estates to IMCOA is approved and confirmed;
2. The Trustee is hereby authorized and vested with all requisite power and authority to consummate the transactions contemplated by the IMCOA Agreement. The Trustee is authorized to execute and deliver whatever documents may be necessary or appropriate to effectuate the transaction contemplated by the IMCOA

Agreement, including but not limited to powers of attorney in favor of IMCOA or its nominee authorizing execution of documents by IMCOA or its nominee on behalf of the Trustee. All of the assets of the Debtors' estates, together with the assets of the Receivership Estate (collectively the "Purchased Assets"), shall be sold, transferred and assigned pursuant to the IMCOA Agreement to IMCOA or its nominee, free and clear of any security interests, pledges, mortgages, charges, claims, liens encumbrances or interests of whatever kind or nature;

3. Pursuant to the Coordinated Sale Agreement, this Order is intended, in conjunction with the District Court's Order Approving Sale, to confirm, validate, authorize, and approve the sale of the assets of the Combined Estates to IMCOA;

4. All persons having an interest in the property whose rights are foreclosed by the Coordinated Sale have received due notice of this sale and have had an opportunity to be heard;

5. Except to the extent obligations of the Combined Estates are expressly assumed by IMCOA, IMCOA shall not assume any obligations of the Combined Estates beyond the consideration provided by IMCOA under the IMCOA Agreement;

6. IMCOA is a good faith purchaser of the assets of the Debtors within the meaning of 11 U.S.C. Section 363(m);

7. IMCOA is buying only the Purchased Assets, including the business operations of the Combined Estates, and is not a successor in interest to any entity owned by the Combined Estates;

8. The IMCOA Agreement is a legal, valid and binding obligation of the Trustee and IMCOA enforceable in accordance with the terms thereof. Any and all

documents of transfer to be delivered pursuant to the terms thereof by the Trustee and IMCOA are and will be legal, valid, and binding obligations of the Trustee and IMCOA and enforceable in accordance with the terms thereof;

9. This Order shall be binding upon and govern the acts of all entities including, without limitation, all claimants, encumbrance holders, creditors, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets;

10. Pursuant to the terms of the Letter Agreement and the Allocation Issue Jurisdiction Order, this Court assumes jurisdiction over the Allocation Issue;

11. Pursuant to the terms of the Sale Motion and the Letter Agreement, the establishment of the Escrow Account is approved. Three Million Five Hundred Thousand (\$3,500,000.00) Dollars of the sale proceeds are to be placed in a depository institution acceptable to the Trustee and the Receiver, so as to yield the maximum reasonable net return on the Escrow Account, subject to the requirements of 11 U.S.C., Section 345. Consistent with the Allocation Issue Jurisdiction Order, any disputes related to the establishment and/or administration of the Escrow Account are to be brought before this Court.

SO ORDERED:


HENRY J. BOROFF
United States Bankruptcy Judge

cc: Mark S. Foss, Esq., Counsel to the Trustee
John M. Tanner, Esq., Counsel to the Receiver
Paul W. Carey, Esq., Counsel to the Receiver
Michael B. Katz, Esq., Counsel to Trinity
Richard King, Esq., Assistant U.S. Trustee
Lee Kutner, Esq., Counsel to the Buyer

Dated: January 13, 1999

**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	