

03-22-2000

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RECORDATION FORM COVER SHEET

OPR/FINANCE TRADEMARKS ONLY

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

Man 2-14-00

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

Name

Execution Date
Month Day Year

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/AKATA

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 00000093 75138682

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 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

TRADEMARK
REEL: 002037 FRAME: 0623

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="75138682"/>	<input type="text" value="75138683"/>	<input type="text" value="75138684"/>
<input type="text" value="75145807"/>	<input type="text" value="74307804"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<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 99

Date Signed

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 ASSIGNMENT

WHEREAS, Indian Motorcycle Supply, Inc., an Illinois corporation ("Supply"), having its principal offices at 264 S. Main, Sugar Grove, Illinois 60554 is the owner of the trademarks identified on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Supply desires to assign the Trademarks to Sterling Consulting Corporation, receiver for Indian Motorcycle Manufacturing, Inc. ("Assignee");

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants therein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supply hereby conveys, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and registrations thereof. Supply further conveys, assigns and transfers to Assignee any and all rights under any claim of prior infringement or misappropriation of the Trademarks which exist or may have existed prior to the conveyance of the Trademarks to Assignee under this Agreement.

Executed this 9 day of February, 1999.

Indian Motorcycle Supply, Inc., Assignor

By: James D. Sutter
As its: PRESIDENT

State of Illinois)
County of DeWitt) SS:

On this 9th day of February 1999, personally appeared James D. Sutter, to me known and known to me to be a duly authorized officer of Indian Motorcycle Supply, Inc., the assignor above named, and acknowledged that he executed the foregoing Agreement on behalf of said assignor and pursuant to authority duly received.

Debra A. Bumblis
Notary Public



Exhibit A

SUPPLY TRADEMARKS

Applicant: Indian Motorcycle Supply, Inc.
Trademark: INDIAN and Design
Serial No.: 75/138,682
Goods: Decals
Class: 16

Applicant: Indian Motorcycle Supply, Inc.
Trademark: INDIAN and Design
Serial No.: 75/138,683
Goods: Clothing
Class: 25

Applicant: Indian Motorcycle Supply, Inc.
Trademark: INDIAN and Design
Serial No.: 75/138,684
Goods: Clothing
Class: 25

Applicant: Indian Motorcycle Supply, Inc.
Trademark: INDIAN (Stylized)
Serial No.: 75/145,807
Goods: Clothing
Class: 25

Applicant: Indian Motorcycle Supply, Inc.
Trademark: INDIAN
Serial No.: 74307804 (Registration No. 1,784,039 was withdrawn)
Goods: Replacement parts; Pre-1955 Indian Motorcycles
Class: 12 (U.S. 19)