

09-14-2001

TRADEMARK A



ON ASSIGNMENT

101843177

To the Commissioner for Trademarks.

Docket Number:

AUG 17 2001

1. NAME - CONVEYING PARTY(IES):

IMCOA Licensing America, Inc.

- Individual - Jurisdiction:
- Association - Jurisdiction:
- General Partnership - Jurisdiction:
- Limited Partnership - Jurisdiction:
- Corporation - Jurisdiction: Delaware
- Other - Jurisdiction:

08/17/01

Additional name(s) attached?

- Yes  No

3. NATURE OF CONVEYANCE:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: June 19, 2001

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

- A. Trademark Application No.(s)
- 74/153,568      76/123, 201
  - 74/296,909      76/108,140
  - 74/296,910      75/760,304
  - 74/307,804      75/138,682
  - 74/498,031      74/491,841
  - 74/063,475      74/546,202
  - 74/249,303      75/052,764
  - 74/485,062      75/138,684
  - 74/485,160      75/259,617
  - 75/145,807      74/498,149
  - 74/138,684      74/397, 285
  - 76/108,125      75/128,241
  - 75/827, 210

2. NAME & ADDRESS - RECEIVING PARTY:

Name: General Electric Capital Corporation  
 Street Address: 6701 Center Drive West  
 City: Los Angeles  
 State: California  
 Zip / Postal Code: 90045  
 Country: United States

- Individual(s) citizenship - Jurisdiction:
- Association - Jurisdiction:
- General Partnership - Jurisdiction:
- Limited Partnership - Jurisdiction:
- Corporation - Jurisdiction: New York
- Other - Jurisdiction:

If assignee is not domiciled in the United States, a Domestic Representative designation is attached:

- Yes  No

Additional name(s) & address(es) attached?

- Yes  No

B. Trademark Registration No.(s)

- 921,459
- 1,827,074
- 2,089,381
- 1,953,518
- 1,967,843
- 652,777

Additional numbers attached?  Yes  No

TRADEMARK

09/13/2001 LUMIELLER 00000104 181945 74153568  
 40.00 CH  
 750.00 CH

**5. NAME AND ADDRESS OF PARTY TO WHOM  
CORRESPONDENCE CONCERNING THIS  
REQUEST TO RECORD THE DOCUMENT  
SHOULD BE MAILED:**

Name: Docketing Specialist  
Firm: Ropes & Gray  
Street: One International Place  
City: Boston  
State: Massachusetts  
Zip / Postal Code: 02110  
Country: United States

**6. TOTAL NUMBER OF APPLICATIONS AND  
REGISTRATIONS INVOLVED:**

**7. TOTAL FEE (37 CFR § 3.41): \$790**

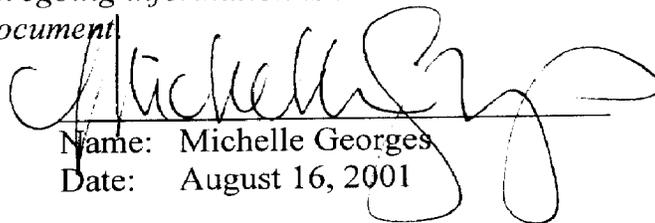
- Enclosed.
- Authorized to be charged to deposit account 18-1945.
- Authorized to charge additional fees to deposit account 18-1945.

**8. ADDITIONAL INFORMATION**

None.

**9. 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.*

  
Name: Michelle Georges  
Date: August 16, 2001

Total number of pages including cover sheet, attachments and document: 3

RELEASE AND REASSIGNMENT OF  
INTELLECTUAL PROPERTY

Reference is hereby made to that certain Intellectual Property Security Agreement, dated as of March 20, 2000, between IMCOA Licensing America, Inc., a Delaware corporation ("Debtor"), and General Electric Capital Corporation, as agent on behalf of itself and other lenders (collectively, "Lender"), which was recorded in the United States Patent and Trademark Office on March 14, 2001 at Reel 002259, Frame 0791 (the "Agreement") and pursuant to which the Debtor assigned and granted to Lender a security interest in and to all of Debtor's rights, title and interests in and to the Collateral (as defined in the Agreement), including without limitation those trademarks, trademark registrations and trademark applications specifically listed on Exhibit A attached hereto (the "Trademarks"), and the goodwill associated therewith; and

WHEREAS, Lender wishes to release, retransfer and reassign to Debtor, without representation or warranty, all of Lender's rights, title and interests in and to the Collateral, including without limitation the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lender hereby releases, transfers and assigns to Debtor, without representation or warranty, all of Lender's rights, title and interests in and to the Collateral, including without limitation the Trademarks, and the goodwill associated therewith. Lender hereby authorizes Debtor to take any and all actions in connection with the Trademarks in Debtor's own name and at Debtor's own expense, subject to the Intellectual Property Security Agreement dated as of the date hereof between Debtor and Lender. After the date hereof, at Debtor's expense, Lender will execute and deliver to Debtor such documents and will take such other actions as Debtor may reasonably request to accomplish the release, transfer and assignment set forth herein.

IN WITNESS WHEREOF, Lender has executed this Release and Reassignment of Intellectual Property as of this \_\_\_\_ day of June, 2001.

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Title: Duly Authorized Signatory

**EXHIBIT A****INTELLECTUAL PROPERTY-TRADEMARKS**

	<b>Trademark</b>	<b>Registered</b>	<b>Pending</b>
1.	INDIAN		Serial No. 74-153,568 Date Filed: 4-3-91
2.	INDIAN		Serial No. 74-296,909 Date Filed: 7-23-92
3.	INDIAN		Serial No. 74-296,910 Date Filed: 7-23-92
4.	INDIAN		Serial No. 74-307,804 Date Filed: 8-24-92
5.	INDIAN		Serial No. 74-498,031 Date Filed: 3-7-94
6.	INDIAN (script font)	Reg. No. 921,459 Reg. Date: 10-5-71	
7.	INDIAN (script font)		Serial No. 74-063,475 Date Filed: 5-29-90
8.	INDIAN (script font)		Serial No. 74-249,303 Date Filed: 2-25-92
9.	INDIAN (script font)		Serial No. 74-249,305 Date Filed: 2-25-92
10.	INDIAN (script font)		Serial No. 74-485,062 Date Filed: 2-1-94
11.	INDIAN (script font)		Serial No. 74-485,160 Date Filed: 2-1-94
12.	INDIAN (script font)		Serial No. 75-145,807 Date Filed: 8-6-96
13.	MOTORCYCLE TRADE DRESS	Reg. No. 1,827,074 Reg. Date: 3-15-94	
14.	Design mark of Indian chief facing left with INDIAN (script font)		Serial No. 75-138,684 Date Filed: 7-23-96
15.	CHIEF		Serial No. 76-108,125 Date Filed: 8-11-00
16.	CHIEF		Serial No. 2089381 Date Filed: 2-9-01

	<b>Trademark</b>	<b>Registered</b>	<b>Pending</b>
17.	MOTORCYCLE TRADE DRESS (Fenders)		Serial No. 75-827,210 Date Filed: 10-21-99
18.	CHIEF		Serial No. 76-123,201 Date Filed: 9-6-00
19.	US SCOUT		Serial No. 76-108,140 Date Filed: 8-15-01
20.	INDIAN MOTORCYCLE		Serial No. 75-760,304 Date Filed: 8-19-99
21.	Design mark of Indian chief facing left INDIAN (script font)		Serial No. 75-138,682 Date filed: 7-23-96
22.	Design mark of Indian chief facing right (feather chief)		Serial No. 74-491,841 Date Filed: 2-18-94
23.	Design mark of Indian Chief facing right with INDIAN (script font)		Serial No. 74-546,202 Date Filed: 7-6-94
24.	Design mark of Indian chief facing right with INDIAN (script font)		Serial No. 75-052,764 Date Filed: 2-2-96
25.	Design mark of Indian chief facing left with INDIAN (script font) below		Serial No. 75-138,684 Date Filed: 7-23-96
26.	Design mark of arrow head with INDIAN (script)		Serial No. 75-259,617 Dated Filed: 3-27-92
27.	CENTURY INDIAN OF NORTH AMERICA		Serial No. 74-498,149 Date Filed: 3-8-94
28.	Design mark of two Indian chiefs facing with INDIAN TABAC CO.		Serial No. 74-397,285 Date Filed: 6-3-93
29.	Design mark with INDIAN TABAC CIGAR CO.		Serial No. 75-128,241 Date Filed: 7-1-96
30.	Design mark of arrow head with IMMI	Reg. No. 1,953,518 Reg. Date: 1- 30-96	
31.	IMMI	Reg. No. 1,967,843 Reg. Date: 4- 16-96	
32.	INDIAN BRAND	Reg. No. 652,777 Reg. Date: 1- 9-57	