

01-04-2002

12/31/01



REC

101934529

ET

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
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

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/03/2002 DBYRNE 00000072 2149016

01 FC:481 40.00 OP

02 FC:482 25.00 OP

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 2416 FRAME: 0974

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="2,149,016"/>	<input type="text" value="2,123,785"/>	<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

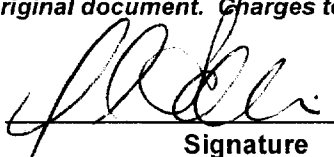
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Gailyc C. Sonia
Name of Person Signing


Signature

11/1/01
Date Signed

ASSIGNMENT

THIS ASSIGNMENT is made effective the 28th day of April, 2000 by *Damon Corporation*, an Indiana corporation with a principal business address of 301 South Main Street, Suite 305, Elkhart, Indiana 46516 ("Assignor"), and extended to *Keystone RV Company*, an Indiana corporation with a principal business address of 17400 Hackberry Drive, Goshen, Indiana 46528 ("Assignee").

Recitals

1. Assignor and Assignee, as Seller and Buyer, respectively, have entered into an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith, transferring certain assets of Assignor related to the business of manufacturing and selling towable recreational trailers, tent campers and related goods (the "Business").

2. Assignor has an interest in certain intangible property which is to be assigned pursuant to the terms of the Purchase Agreement and the terms of this instrument.

3. Assignor wishes to assign any and all interest it has in the names "Hornet" and "Camp Lite," as each has been used by Assignor in the Business, including but not limited to any registered trademark or application therefor with any State or Federal agency, including the United States Department of Commerce Patent and Trademark Office, and as more particularly described on Schedule 1.1(c) to the Purchase Agreement (the "Intellectual Property Rights"). A true and accurate copy of any federal or state trademark registration or application therefor for the Intellectual Property Rights is attached hereto as Exhibit "A" and is incorporated herein by reference.

4. The parties agree that the representations, warranties and indemnity provisions found in the Purchase Agreement shall bind the parties and are incorporated herein by

reference, including but not limited to the provisions found in Schedule 1.1(c) of the Purchase Agreement.

5. Assignee shall have the right to assign or transfer any right which is subject to this Agreement to any parent, subsidiary, affiliate, or third party, at its discretion.

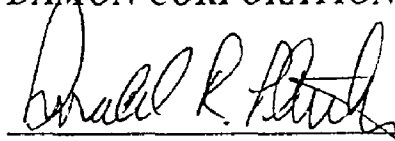
WHEREFORE, in consideration of and for the promises contained in the aforementioned Asset Purchase Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Intellectual Property Rights described herein, together with the goodwill of the business symbolized by such Intellectual Property Rights.

DATED this 28th day of April, 2000, at Elkhart, Indiana.

“Assignor”

DAMON CORPORATION

By:



Donald R. Pletcher

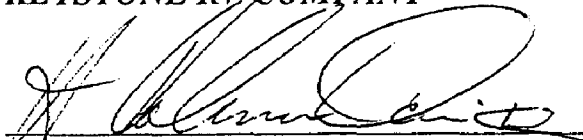
Its:

Chairman

“Assignee”

KEYSTONE RV COMPANY

By:



H. Coleman Davis, III

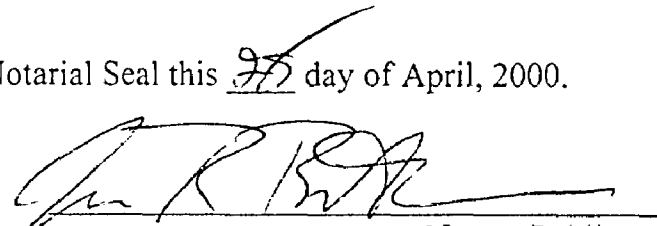
Its:

President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Donald R. Pletcher, Chairman of Damon Corporation, who acknowledged the execution of the above and foregoing Assignment for and on behalf of said Corporation, as Lessor, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 7th day of April, 2000.



James R. Brotherson, Notary Public
Residing in Elkhart County, Indiana

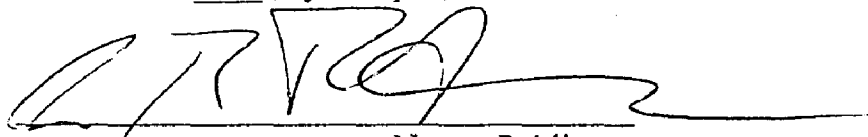
My Commission Expires:

July 8, 2000

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Personally appeared before me, the undersigned a Notary Public in and for said County and State, H. Coleman Davis, III, President of Keystone RV Company, who acknowledged the execution of the above and foregoing Assignment for and on behalf of said Corporation, as Lessee, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 2nd day of April, 2000.



James R. Brotherson, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:

July 8, 2000

JRB:KEYSTONE\Damon\Assignment