

03-03-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102378291

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2.10.03
Buell Motorcycle Company
2799 Buell Drive
East Troy, Wisconsin 53120
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Wisconsin**
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: H-D Michigan, Inc.
Internal
Address: _____
Street Address: 315 W. Huron Street, Ste 400
City: Ann Arbor State: MI Zip: 48103
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Michigan**
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: February 5, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,657,252
2,652,335
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jennifer Sheehan Anderson
Internal Address: H-D Michigan, Inc.
Street Address: 315 W. Huron Street, Ste 400
City: Ann Arbor State: MI Zip: 48103

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
080100
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Jennifer Sheehan Anderson [Signature] 2/5/03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 3

02/28/2003 TDI A21 00000079 080100 2657252
01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002680 FRAME: 0666

ASSIGNMENT

Further to an agreement dated March 27, 2002, BUELL MOTORCYCLE COMPANY, a Wisconsin corporation with an address at 2799 Buell Drive, East Troy, Wisconsin 53120 ("Assignor"), wishes assign to H-D MICHIGAN, INC., a Michigan corporation with an address at 315 West Huron Street, Suite 400, Ann Arbor, Michigan 48103 ("Assignee"), the Trademark Rights in and to the trademarks and service marks set forth in Schedule A, attached.

The term "Trademark Rights" shall mean the trademarks and service marks listed in Schedule A, in word or design formats; any and all applications and registrations secured and to be secured for such trademarks and service marks; the goodwill of the business in which such trademarks and service marks are used; and any and all renewals thereof, together with the right to bring lawsuits and collect for past infringements thereof; and any and all rights and privileges provided under the trademark, unfair competition and other laws of the United States, individual states thereof and other countries, to the extent any such rights exist or come into existence.

In view of the payment of Ten dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby assign and transfer to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

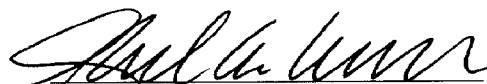
This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

ASSIGNOR

Date: February 5, 2003

By



Gail A. Lione

Title Vice President

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>CLASS(ES)</u>
GET ON GET OFF	2,652,335	12 and 35
FIREBOLT	2,657,252	12 and 25

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Gail A. Lione

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TRADEMARK

REEL: 002680 FRAME: 0669

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