

3-26-03
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To the Honorable Commissioner of Patents and Trademarks

102402487

Original documents or copy thereof.

1. Name of conveying party(ies):

Forest River, Inc.

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FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: November 19, 2002

2. Name and address of receiving party(ies):

Name: Timberland RV Company

Internal Address:

Street Address: 1482 North Eel River Cemetary Road

City: Peru State: IN ZIP: 46970

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Indiana
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,480,684

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerard T. Gallagher

Internal Address: Baker & Daniels

Street Address: 205 West Jefferson Blvd., Suite 250

City: South Bend State: IN ZIP: 46601

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0387 (Baker & Daniels)

03/28/2003 ECUUPER 00000050 020387 2480684
01 FD:8521 40.00 CH

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.

Gerard T. Gallagher
Name of Person Signing

Signature

March 21, 2003
Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

SETTLEMENT AGREEMENT

This Agreement is entered into on November 19, 2002, by and between Forest River, Inc. ("Forest River"), The Timberland Company ("Timberland") and Timberland RV Company ("Timberland RV").

Background of the Agreement:

Trademark rights concerning use of the mark "TIMBERLAND" are in issue between the parties.

Forest River sued Timberland RV for trademark infringement and other claims on or about October 2, 2000. That action was filed in the United States District Court for the Northern District of Indiana and was assigned Civil Action No. 3:00CV0608AS. Forest River subsequently sued Timberland RV for trademark infringement and other claims on or about June 22, 2002. That action was filed in the United States District Court for the Northern District of Indiana and was assigned Civil Action No. 3:00CV0452AS. The cases were subsequently consolidated under Civil Action No. 3:00-CV-0608AS. Both of these civil actions are collectively referred to herein as "the Litigation."

Timberland has initiated cancellation proceeding No. 40,350 before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office against Forest River seeking cancellation of U.S. Trademark Registration No. 2,480,684 for the mark "TIMBERLAND." This proceeding is referred to herein as "the Cancellation."

Timberland and Timberland RV have previously entered into an agreement (the "TRV Agreement") concerning Timberland RV's use of the mark "TIMBERLAND."

Provisions of the Settlement:

For good and valuable consideration, each of the parties agree as follows:

1. Forest River sells and assigns all of its right, title and interest in and to the mark "TIMBERLAND," including U.S. Trademark Registration No. 2,480,684, to Timberland RV, and Forest River shall turn over to Timberland RV the registration certificate for the mark. Timberland RV's rights in and its obligations relating to the use of the mark and the maintenance of the registration are governed by the provisions of its previous agreement with Timberland. Incident thereto, Timberland RV will immediately expressly abandon the registration.

2. Forest River represents and warrants that it has ceased all use of the mark TIMBERLAND. Forest River agrees that it will not resume any use of the TIMBERLAND mark for any goods or services, provided that Timberland has not abandoned its rights in the Timberland mark pursuant to 15 U.S.C. § 1127.

3. Timberland RV will pay to Forest River the sum of [REDACTED] upon the execution of this Agreement. Timberland RV shall not seek contribution from

Timberland, and no amounts are owing by Timberland, Forest River or Timberland RV to any party except as specified in the preceding sentence.

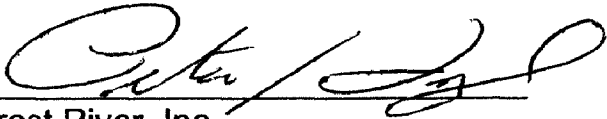
4. Upon Timberland's receipt of confirmation from the United States Patent and Trademark Office that Registration No. 2,480,684 has been abandoned and Timberland's receipt of confirmation from Forest River that all amounts owing to Forest River as set forth in paragraph 3 above have been paid, the respective parties will promptly cause the Litigation and the Cancellation to be dismissed with prejudice, each party to bear its own costs associated therewith.

5. Upon dismissal of the Litigation and the Cancellation, Forest River, Timberland and Timberland RV each release each of the other two parties from any and all claims and causes of action based upon, relating to and/or arising out of the facts, circumstances and allegations giving rise to the Litigation and/or the Cancellation. This provision is not intended to release any of the parties for any breach of their obligations under this Agreement or the TRV Agreement.

6. If any additional documentation is later needed to effectuate the intent of the parties as stated herein, the parties agree to attend to that documentation at the time.

7. This document contains the entire understanding of the parties with respect to the subject matter herein and supercedes any prior agreement or understanding in that respect.

In witness whereof, the parties have caused their authorized agents to execute this document below:



For Forest River, Inc.

Printed Name: Peter Lijf



For The Timberland Company

Printed Name: Darette Wineboez



For Timberland RV Company

Printed Name: MAX Gerber

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by First Class Mail)

Applicant/Registrant: **Timberland RV Company**
Serial No.: **75/781,539**
Registration No.: **2,480,684**
Trademark: **TIMBERLAND**

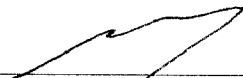
Docket No.
TRV-T0006

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is the following:

Assignment Recordation

- No fee is required.
- Please charge Deposit Account No. **02-0387** in the amount of **\$40.00**
A duplicate copy of this sheet is enclosed.
- A check in the amount of _____ is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. _____
A duplicate copy of this sheet is enclosed.

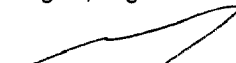


Signature

Gerard T. Gallagher
Baker & Daniels
205 West Jefferson Blvd., Suite 250
South Bend, IN 46601

Dated: **March 21, 2003**

I certify that this document and fee is being deposited on **March 21, 2003** with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.



Signature of Person Mailing Correspondence

Gerard T. Gallagher

Typed or Printed Name of Person Mailing Correspondence

Encl. Assignment Recordation, Return Postcard

CC:

TM08/REV03

TRADEMARK

RECORDED: 03/26/2003

REEL: 002701 FRAME: 0652