

04-28-2003

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DET

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

MAR 31 2003

1. Name of conveying party(ies): Norton Motors International, Inc.      2. Name and address of receiving party(ies):  
Name: Norton America, LLC

Internal Address:

Street Address: 17835 SE 82nd Drive

City: Gladstone State: OR ZIP: 97207

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other - Limited Liability Company - MN

Additional name(s) of conveying party(ies) attached?       Yes       No

3. Nature of conveyance:  
 Assignment       Merger

Security Agreement       Change of Name  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States a domestic representative designation is attached:  
 Yes       No

(Designation must be a separate document from Assignment)

Execution Date: March 21, 2003      Yes       No

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

A. Trademark Application No.(s)

75/463,811

75/462,556

B. Trademark Registration No.(s)

04/25/2003 6TDW11 00000118 75463811

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

Additional numbers attached?       Yes       No

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

Name: Michael A. Bondi  
Internal Address: 4800 IDS Center  
80 South Eighth Street  
Minneapolis, Minnesota 55402-2100  
Street Address: 4800 IDS Center  
80 South Eighth Street  
City: Minneapolis State: MN 55402-2100

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: 16-0631  
(Attached duplicate copy of this page if paying by deposit account)

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 of Person Signing:

Michael A. Bondi  
Michael A. Bondi

03/27/03  
Date

Total number of pages comprising cover sheet: 02

OMB No. 0651-0011 (exp. 4/94)

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**Do not detach this portion**  
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Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

# Assignment

WHEREAS, Norton Motors International, Inc. is a corporation organized under the laws of the State of Minnesota ("NM International"); and

WHEREAS, Norton America, LLC is a limited liability company organized under the laws of the State of Minnesota ("Norton America");


NOW, THEREFORE, NM International does hereby assign and transfer to Norton America all rights, title and interest in and to any and all trademarks and trademark applications and registrations connected with Norton brand motorcycles (inclusive of the Norton mark itself and any and all model trademarks, i.e., Commando, Nemesis, Atlas, etc.) now or ever held, owned or controlled by NM International and/or its parent companies, subsidiaries, affiliates and/or any other related persons or entities (whether by ownership or control, both de jure and de facto) (hereinafter "NORTON Marks") along with the goodwill associated with such marks, and any internet domain names containing any of the NORTON Marks ("NORTON Domain Names").

Assignment Schedule A attached hereto represents the parties' best determination of the applications for registration and registrations of NORTON Marks and NORTON Domain Names.

If it is subsequently determined that as of the date of Closing, NM International owned or controlled any application for registration or registration of a NORTON Mark or NORTON Domain Name that does not appear on Assignment Schedule A, then any such application, registration, and/or domain name shall be deemed to be included in this assignment.

NM International agrees to execute all papers and to perform such other proper acts as Norton America may deem necessary to secure to Norton America or to its designee the rights herein assigned.

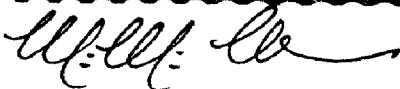
Norton Motors International, Inc.

  
By: SCOTT R. CARLSON  
Its: AUTHORIZED REPRESENTATIVE

Dated: MARCH 21, 2003

Notary Seal





## ASSIGNMENT SCHEDULE A

### TRADEMARKS

Trademark	Country	Reg. No./ Serial No.	Goods / Services (Class)
NORTON	Argentina	2,177,325	Class 12
NORTON	Argentina	2,177,326	Class 25
NORTON	Australia	746497	Class 12
NORTON	Australia	35619	Class 12
NORTON	Bolivia	Unknown	Class 12
NORTON	Bolivia	Unknown	Class 25
NORTON	Brazil	Unknown	Class 12
NORTON	Brazil	Unknown	Class 25
ATLAS	Canada	892,648	Class 12 & 25
COMMANDER	Canada	892646	Class 12 & 25
COMMANDO	Canada	892,647	Class 12 & 25
DOMINATOR	Canada	892,650	Class 12 & 25
MANX	Canada	892,643	Class 12
NEMESIS	Canada	892,644	Class 12 & 25
NORTON	Canada	1165249	Class 12 & 25
NORTON	Canada	871,931	Class 12 & 25
NORTON INTERNATIONAL	Canada	871,649	Class 12 & 25
NORTON Stylized	Canada	1165250	Class 12 & 25
NORTON Stylized	Canada	892,645	Class 12
INTERNATIONAL	Chile	881,799	Class 12 & 25
MANX	Chile	813,014	Unknown
NORTON	Chile	Reg. 539978	Class 12
NORTON	Chile	428,174	Class 25
NORTON	China	9800065020	Class 12
NORTON	China	9800065021	Class 25
ATLAS	Czech Republic	133977	Class 12 & 25
COMMANDO	Czech Republic	132889	Class 12 & 25
INTERNATIONAL	Czech Republic	133976	Class 12
MANX	Czech Republic	132387	Class 12 & 25
NEMESIS	Czech Republic	132388	Class 12 & 25
NORTON	Ecuador	Reg. 8374-00	Class 12
NORTON	Ecuador	Reg. 8375-00	Class 25
ATLAS	European Community	861765	Class 12 & 25
COMMANDO	European Community	813063	Class 12 & 25
INTERNATIONAL	European Community	861799	Class 12
MANX	European Community	813014	Class 12 & 25
NEMESIS	European Community	813766	Class 12 & 25
NORTON	European Community	669416	Class 9, 12, 14, 18, 25
NORTON	Hong Kong	Reg. No. 1020/1999	Class 12
NORTON	Hong Kong	9605572	Class 25
NORTON	Hong Kong	05572/96	Class 25
ATLAS	Hungary	M98 02540	Class 12 & 25
COMMANDO	Hungary	M9801669	Class 12 & 25
INTERNATIONAL	Hungary	M98 02539	Class 12
MANX	Hungary	M9801671	Class 12 & 25
NEMESIS	Hungary	M198 01670	Class 12 & 25
NORTON	India	758226	Class 12
NORTON	India	758227	Class 25
NORTON	Indonesia	D98 10753	Class 12
NORTON	Indonesia	D98 10754	Class 25
NORTON	Japan	2620619	Class 5, 9, 10, 16, 17, 18, 21, 24, 25, 28
NORTON RACING TEAM	Japan	2631839	Class 17

Trademark	Country	Reg. No./ Serial No.	Goods / Services (Class)
<b>NORTON RACING TEAM</b>	Japan	63058566	Class 5, 9, 10, 16, 17, 18, 20, 21, 22, 24, 25, 28
<b>N NORTON &amp; Design</b>	Japan	63028292	Class 24 & 25
<b>NORTON</b>	Malaysia	98-09331	Class 12
<b>NORTON</b>	Malaysia	98-09332	Class 25
<b>NORTON</b>	Mexico	Unknown	Class 12 & 25
<b>ATLAS</b>	Norway	22 42 97 50	Class 12 & 25
<b>COMMANDO</b>	Norway	19980366	Class 12 & 25
<b>INTERNATIONAL</b>	Norway	Unknown	Unknown
<b>MANX</b>	Norway	199803564	Class 12 & 25
<b>NEMESIS</b>	Norway	199803565	Class 12 & 25
<b>NORTON</b>	Norway	199803563	Class 12 & 25
<b>NORTON</b>	Paraguay	21388	Class 12
<b>NORTON</b>	Paraguay	21387	Class 25
<b>NORTON</b>	Peru	07610	Class 12
<b>NORTON</b>	Philippines	03225	Class 12 & 25
<b>ATLAS</b>	Poland	Z-188688	Class 12 & 25
<b>COMMANDO</b>	Poland	Z156420	Class 12 & 25
<b>INTERNATIONAL</b>	Poland	Z-188689	Class 12
<b>MANX</b>	Poland	Z-186419	Class 12 & 25
<b>NEMESIS</b>	Poland	Z-186418	Class 12 & 25
<b>ATLAS</b>	Russia	98711079	Class 12 & 25
<b>COMMANDO</b>	Russia	98707407	Class 12 & 25
<b>MANX</b>	Russia	98707405	Class 12 & 25
<b>NEMESIS</b>	Russia	98707406	Class 12 & 25
<b>NORTON</b>	Russia	98707505	Class 12 & 25
<b>NORTON INTERNATIONAL</b>	Russia	Unknown	Class 12 & 25
<b>NORTON</b>	Singapore	98/4387	Class 12
<b>NORTON</b>	Singapore	98/4386	Class 25
<b>ATLAS</b>	Slovak Republic	POZ 1732 98	Class 12 & 25
<b>COMMANDO</b>	Slovak Republic	POZ1147-98	Class 12 & 25
<b>INTERNATIONAL</b>	Slovak Republic	POZ1731-98	Unknown
<b>MANX</b>	Slovak Republic	POZ1146-98	Class 12 & 25
<b>NEMESIS</b>	Slovak Republic	POZ1148-98	Class 12 & 25
<b>NORTON</b>	South Africa	98/06948	Class 12
<b>NORTON</b>	South Africa	98/06949	Class 25
<b>NORTON</b>	Taiwan	(87)019966	Class 12
<b>NORTON</b>	Taiwan	Reg. 852339	Class 25
<b>NORTON</b>	Turkey	5317	Class 12 & 25
<b>COMMANDO</b>	United Kingdom	2128766	Class 12 & 25
<b>MANX</b>	United Kingdom	2152217	Class 12
<b>NORTON</b>	United Kingdom	2150309A	Class 9, 12,14,18,25
<b>NORTON</b>	United Kingdom	1459204	Class 12, 14, 25
<b>NORTON</b>	United Kingdom	1481736	Class 25
<b>NORTON Stylized</b>	United Kingdom	2150309B	Class 9, 12, 14, 18, 25
<b>NORTON Stylized</b>	United Kingdom	1481735	Class 14
<b>ATLAS</b>	United States	75/463,804	Class 12 & 25
<b>COMMANDER</b>	United States	75/463,805	Class 12 & 25
<b>COMMANDO</b>	United States	75/463,812	Class 12 & 25
<b>DOMINATOR</b>	United States	75/463,957	Class 12 & 25
<b>INTERNATIONAL</b>	United States	75/463,811	Class 12 & 25
<b>MANX</b>	United States	75/462,570	Class 12 & 25
<b>NEMESIS</b>	United States	75/462,556	Class 12
<b>NORTON</b>	United States	2,525,318	Class 12
<b>NORTON Stylized</b>	United States	75/463,824	Class 12 & 25
<b>NORTON Stylized</b>	United States	2,084,188	Class 12
<b>NORTON</b>	Uruguay	Unknown	Class 12 & 25

Trademark	Country	Reg. No./ Serial No.	Goods / Services (Class)
NORTON	Venezuela	98-17376	Class 12
NORTON	Venezuela	98-17377	Class 25

## DOMAIN NAME REGISTRATIONS

nortonmotorcycleco.com

Document #108554

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RECORDED: 03/31/2003

TRADEMARK  
REEL: 002719 FRAME: 0074