

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark License Agreement and Trademark Assignment assigning entire interest and goodwill		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arvin Ride Control Products, Inc.		01/01/2004	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polaris Industries Inc.		
<b>Street Address:</b>	2100 North Highway 55		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76405591	FUSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)492-7022		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6124927166		
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<b>Correspondent Name:</b>	David C. West		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	10739.0025		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>Total Attachments: 1</b> source=fusion#page1.tif			

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TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is entered into as of January 1, 2004 (the "Effective Date"), by and between Polaris Industries Inc. ("Polaris"), a Delaware corporation with its main corporate offices at 2100 North Highway 55 Minneapolis, Minnesota 55340, and Arvin Ride Control Products, Inc., ("Arvin"), a Canadian corporation with its headquarters at 3600 Lakeshore Boulevard West Toronto, Ontario, Canada M8W 1N8.

**Recitals**

A. Arvin owns trademark rights in the trademark FUSION (the "Mark") and in the associated trademark applications set forth in Exhibit A attached hereto for the Mark ("Applications"), and wishes to assign such rights to Polaris.

B. Polaris wishes to grant a license to Arvin to use the Mark on shock absorbers for use in snowmobile and ATV vehicle suspensions (the "Licensed Goods"), and Arvin wishes to obtain such a license from Polaris.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I**      **Assignment**

1.1 *Assignment.* Arvin hereby assigns to Polaris all right, title and interest in and to the Mark throughout the world, together with the goodwill of the business associated therewith, and including any associated applications for the Mark, including the Applications. This Assignment includes all rights to sue for past infringement by any third party.

1.2 *Further Assurances.* Arvin agrees to execute and deliver at the request of Polaris without further consideration, all documents, instruments and assignments that Polaris may require in order to effect and/or evidence all right, title and interest in and to the Mark and any associated applications in Polaris, including but not limited to the Trademark Assignment of Exhibit B.

**ARTICLE II**      **License Grant**

Polaris grants to Arvin a royalty-free, worldwide, exclusive, license to utilize the Mark solely upon and in connection with the sale, distribution and marketing of the Licensed Goods. All use of the Mark by Arvin shall inure to the benefit of Polaris. Arvin may transfer the license granted hereunder to its successors, or an entity affiliated with its parent ArvinMeritor, Inc. or other company affiliated with Arvin.