

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Managers Association of California, dba CMA Business Credit Services		07/21/2004	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Indian Motorcycle International, LLC
<b>Street Address:</b>	8161 15th Street East
<b>City:</b>	Sarasota
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34243
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2594450	INDIAN
Registration Number:	2511305	INDIAN
Registration Number:	2513615	INDIAN
Serial Number:	74498031	INDIAN
Registration Number:	2486405	INDIAN
Registration Number:	921459	INDIAN
Registration Number:	2635537	INDIAN
Registration Number:	2643077	INDIAN
Serial Number:	74249305	INDIAN
Serial Number:	74485062	INDIAN
Serial Number:	74485160	INDIAN
Serial Number:	75145807	INDIAN
Serial Number:	76418823	INDIAN
Registration Number:	1827074	

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Serial Number:	74546202	INDIAN
Registration Number:	2655197	INDIAN
Serial Number:	76408153	INDIAN TABAC CIGAR CO.
Registration Number:	652777	INDIAN BRAND
Serial Number:	76123201	CHIEF
Serial Number:	76108125	CHIEF
Registration Number:	2388763	CHIEF
Registration Number:	2463444	
Serial Number:	76539465	INDIAN MOTORCYCLE
Registration Number:	2813224	KIWI INDIAN PARTS
Serial Number:	76268809	INDIAN MOTORCYCLE CAFE
Serial Number:	76268801	INDIAN MOTORCYCLE CAFE AND LOUNGE
Serial Number:	76504669	
Serial Number:	76273017	INDIAN SPIRIT
Serial Number:	75052764	INDIAN

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 268 6538  
Email: rlal@mofo.com  
Correspondent Name: Jennifer Lee Taylor  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	58412-24000.00
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NAME OF SUBMITTER:	Jennifer Lee Taylor/ Ritasha Lal
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Total Attachments: 4  
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**EXHIBIT "B"**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, a California corporation doing business as CMA Business Credit Services ("Assignor"), with principal offices located at 40 E. Verdugo Avenue, Burbank, California 91502-1931, as Assignee for the Benefit of Creditors of Indian Motorcycle Company, IMCOA Holdings America, Inc., and IMCOA Licensing America, Inc. ("IMCOA") is the owner of all rights, title and interest (including, without limitation, all intellectual property rights) in and to all of the property of IMCOA of every kind and nature and wherever situated and assigned to Assignor pursuant to that certain General Assignment between Assignor and IMCOA dated May 12, 2004, including, without limitation, the trademark and service mark applications and registrations set forth in Exhibit A hereto (collectively, the "Assigned Assets"); and

WHEREAS, Assignor and Indian Motorcycle International, LLC, a Delaware limited liability company ("Assignee"), have entered into a certain Asset Purchase Agreement, dated as of July 21, 2004 (the "APA"), pursuant to which Assignee acquired the Purchased Assets (as defined in the APA) (including, without limitation, any and all intellectual property rights of IMCOA);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the APA, Assignor hereby assigns, grants, transfers and conveys to Assignee, its successors and assigns all of its right, title and interest throughout the world in and to the Assigned Assets (including, without limitation, all copyrights, patents, trademarks, tradenames, service marks, trade secrets, domain names, product designs, product licensing agreements, and other intellectual property rights and all other rights in the Assigned Assets that may now or hereafter be vested), together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Assigned Assets; and to settle and retain proceeds from any such actions). Upon Assignee's reasonable request and at Assignee's expense, Assignor will take such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Assets. Notwithstanding anything else to the contrary, assignment by Assignor of any agreement with any third party (including, without limitation, any license) pursuant to this Agreement or the APA is subject to and contingent upon Assignor having the right and necessary consents to assign such agreement.

This assignment agreement and the APA constitute the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

- EXHIBIT "B" -

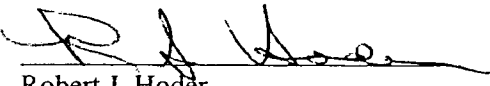
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**TRADEMARK  
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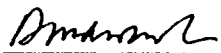
IN WITNESS THEREOF, the Assignor has duly executed this document by the name of its duly authorized officer, as of July 21, 2004.

**CREDIT MANAGERS ASSOCIATION  
OF CALIFORNIA**, a California corporation  
doing business as CMA Business Credit  
Services, as Assignee for the Benefit of  
Creditors of Indian Motorcycle Corporation,  
Indian Motorcycle Company, IMCOA  
Holdings America, Inc., and IMCOA  
Licensing America, Inc.

By:

  
Robert J. Hoder  
Secretary

By:

  
David Macomber  
Vice President and CFO

- EXHIBIT "B" -

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**TRADEMARK**  
**REEL: 002945 FRAME: 0949**

**EXHIBIT A**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Matter Number</b>
INDIAN	74/153,568	2,594,450	24001.00
INDIAN	74/296,909	2,511,305	24001.01
INDIAN	74/296,910	2,513,615	24001.02
INDIAN	74/498,031		24001.03
INDIAN	74/307,804	2,486,405	24001.04
INDIAN (Script font)	72/355,024	921,459	24002.00
INDIAN (Script font)	74/249,303	2,635,537	24002.01
INDIAN (Script font)	74/063,475	2,643,077	24002.02
INDIAN (Script font)	74/249,305		24002.03
INDIAN (Script font)	74/485,062		24002.04
INDIAN (Script font)	74/485,160		24002.05
INDIAN (Script font)	75/145,807		24002.06
INDIAN (Script font)	76/418,823		24002.07
MOTORCYCLE TRADE DRESS	74/325,097	1,827,074	24003.00
DESIGN OF INDIAN CHIEF FACING RIGHT WITH INDIAN IN SCRIPT FONT	74/546,202		24006.01
DESIGN OF INDIAN CHIEF FACING RIGHT WITH INDIAN IN SCRIPT FONT	75/138,682	2,655,197	24006.02
INDIAN TABAC CIGAR CO. AND DESIGN	76/408,153		24011.01
INDIAN BRAND	72/022,312	652,777	24015.00
CHIEF	76/123,201		24017.00
CHIEF	76/108,125		24018.00
CHIEF	75/714,285	2,388,763	24017.01
MOTORCYCLE TRADE DRESS (FENDERS)	75/827,210	2,463,444	24019.00
INDIAN MOTORCYCLE	76/539,465		24050.00
KIWI INDIAN PARTS	74/408,279	2,813,224	24052.00

EXHIBIT A

INDIAN MOTORCYCLE CAFÉ	76/268,809		24056.00
INDIAN MOTORCYCLE CAFÉ AND LOUNGE	76/268,801		24057.00
TRADE DRESS - WAR BONNET HEAD LAMP	76/504,669		24065.00
INDIAN SPIRIT	76/273,017		24058.00
DESIGN OF INDIAN CHIEF FACING RIGHT WITH INDIAN	75/052,764		24006.00

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RECORDED: 09/27/2004

TRADEMARK  
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