

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Agreement for Purchase and Sale of Assets
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crossroads RV, Inc.		10/27/2000	CORPORATION:

RECEIVING PARTY DATA	
Name:	New Crossroads RV, Inc.
Street Address:	305 Hawpatch Drive
City:	Topeka
State/Country:	INDIANA
Postal Code:	45571
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2245887	CROSSROADS

CORRESPONDENCE DATA	
Fax Number:	(937)449-6405
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	937-449-6400
Email:	sherrie.hilty@dinslaw.com
Correspondent Name:	Dinsmore & Shohl LLP
Address Line 1:	One South Main Street, One Dayton Centre
Address Line 2:	Suite 1300
Address Line 4:	Dayton, OHIO 45402-2023

ATTORNEY DOCKET NUMBER:	AIR0444TA/40025.600
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NAME OF SUBMITTER:	B. Joseph Schaeff
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Total Attachments: 10
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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT, made and entered into as of the 27th day of October, 2000, by and among CROSSROADS RV, INC., an Indiana corporation, hereinafter referred to as SELLER, NEW CROSSROADS RV, INC., an Indiana corporation, hereinafter referred to as BUYER, and FREEMAN J. HELMUTH and STEVEN CHRISTNER, hereinafter referred to as SHAREHOLDERS;

WITNESSETH:

WHEREAS, the SELLER desires to sell to the BUYER, and the BUYER desires to purchase from the SELLER, certain tangible and intangible property, leasehold improvements, and other assets owned by and now in the possession of the SELLER, and

WHEREAS, the SELLER, SHAREHOLDERS, and the BUYER agree to make certain warranties, representations, and covenants essential to the other in connection with the purchase and sale of such assets on the terms and conditions hereinafter set forth with the intent of being legally bound:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Purchase and Sale of Assets:

Subject to the terms and conditions of this Agreement, the SELLER agrees to sell, assign, convey, transfer and deliver to the BUYER free and clear of all liabilities, liens and encumbrances, and the BUYER agrees to purchase and accept from the SELLER any and all assets of the SELLER necessary to conduct the business currently being operated by the SELLER, including but not limited to, all equipment, machinery, tooling, office furniture, miscellaneous personal property, fixtures, inventory, motor vehicles, accounts receivable, any trade names including Crossroads RV or any derivation thereof, leasehold improvements, business records, customer lists, trade secrets, and all engineering data, certifications, procedures, models, jigs, dies, instructions, drawings, blueprints, plans, designs, specifications, parts lists, art work, advertising material, dealer and distributor lists, and sales records pertaining to the business now being operated by it, SELLER'S goodwill, as described in Exhibits A-1, A-2 and A-3 attached hereto and incorporated herein.

2. Purchase Price for Assets:

Upon the terms and conditions of this Agreement and in reliance upon the representations, warranties, and covenants of the SELLER and SHAREHOLDERS, the BUYER will pay to the SELLER as the full purchase price for all of the assets described in paragraph 1 the total purchase price of [REDACTED]

3. Payment for Assets:

The purchase price as established in Paragraph 2 above, shall be paid by the BUYER as follows:

a. [REDACTED] Dollars [REDACTED] jointly to SELLER and Farmers State Bank to pay off all existing debt to Farmers State Bank, including all principal and interest through the date of closing.

b. BUYER is assuming the accounts payable of SELLER in the amount of [REDACTED] Dollars [REDACTED] as of the date of closing, all to be paid by the BUYER in the normal and ordinary course of business. BUYER agrees to hold SELLER harmless for the accounts payables disclosed by SELLER and assumed by BUYER.

c. BUYER is assuming the overdraft of SELLER in the amount of [REDACTED] Dollars [REDACTED] as of the date of closing, all to be paid by the BUYER in the normal and ordinary course of business. BUYER agrees to hold SELLER harmless for the overdraft as disclosed by SELLER and assumed by BUYER.

d. [REDACTED] Dollars [REDACTED] will be paid to Steven Christner, within forty five (45) days of the execution of this agreement, in consideration for the non-competition contained in paragraph 6 herein.

e. [REDACTED] Dollars [REDACTED] will be paid to Freeman J. Helmuth contemporaneously with the execution of this agreement.

f. [REDACTED] Dollars [REDACTED] will be paid to Freeman J. Helmuth, within forty five (45) days of the execution of this agreement, in consideration for the non-competition contained in paragraph 6 herein.

4. Representations and Warranties of SELLER and SHAREHOLDERS:

As an inducement to obtain BUYER'S agreement to purchase the assets which are the subject of this Agreement, the SELLER and its SHAREHOLDERS represent and warrant to the BUYER the following which BUYER has and shall expressly rely upon and which representations, warranties, and covenants shall continue from and after closing:

A. Authority. The SELLER now has and at closing will have full right and lawful authority to enter into this Agreement to sell the items of property to be acquired by the BUYER pursuant to this Agreement; it is in compliance with all applicable laws and regulations; its performance of its obligations under this Agreement will not violate any agreement, order, judgment, or decree to which the SELLER is a party or by which the SELLER is bound; it is the owner of and has good and marketable title to all of the assets set forth in the attached Exhibits and financial

statements unless otherwise stated; and it owns or leases all assets necessary to conduct its business in a continuing and proper manner.

Upon the transfer, assignment, and conveyance of such property to the BUYER as provided in this Agreement, the BUYER will acquire good and marketable title thereto, free and clear of all liens, encumbrances, security interest, actions, claims, and equities of any kind whatsoever except as disclosed on the attached Schedules hereto.

B. Organization and Standing. The SELLER is an Indiana corporation duly organized and in existence under the laws of the State of Indiana, with full power and authority to own its properties and assets, to conduct the business now being conducted by it, and to enter into this Agreement; and that there are no suits or other legal or other governmental proceedings pending or threatened against the SELLER which might affect the title to the property to be acquired by the BUYER pursuant to this Agreement.

C. No Conflict with Other Instruments. The execution, delivery, and performance of this Agreement by the SELLER does not violate or constitute a default under the Articles of Incorporation or Bylaws of the SELLER or any note or other agreement or commitment of the SELLER.

D. Condition of Assets. All of the assets being sold to the BUYER are now, and at the time of closing will be, in good operating condition and in a state of reasonably good maintenance and repair, except as disclosed.

E. Accounts Receivable. The current trade accounts receivable to be assigned hereunder by SELLER to BUYER are now, and at the time of closing shall be, valid trade accounts owing to SELLER in the amounts indicated, without right of set off, and not subject to any security interest in any creditor of SELLER, except as disclosed.

F. Litigation. There is no material legal action or governmental proceeding or investigation pending or threatened against the SELLER or materially affecting SELLER'S business, properties, assets, or good will which would adversely affect the property being purchased from SELLER by BUYER pursuant to this Agreement, except as disclosed.

G. Warranty Claims. There are no unsettled warranty claims or product liability claims for products sold by the SELLER or for labor warranted by the SELLER, except as disclosed. ✓

H. Complete Covenants. Each representation, warranty, and covenant of the SELLER furnished hereunder is true, correct and complete.

I. Preservation of Business. SELLER has used its best efforts prior to the closing date to preserve intact the business organization which is the subject of this Agreement and has preserved the goodwill of its customers and others having business relations with the business which is the subject of this Agreement.

J. SELLER'S Records. The books, records, and financial statements supplied to the BUYER adequately and accurately depict the present status of the corporation for the past two (2) years and such documents fairly present (or will fairly present) the financial position of the SELLER and the results of its operations for the respective periods indicated.

K. Contingent Liabilities. SELLER does not know or have reasonable grounds to know of any basis for any contingent liabilities or for any other amounts owing to any person or entity other than those disclosed.

L. Taxes. SELLER has withheld proper amounts from its employee payroll in full and complete compliance with legal requirements and has properly paid to the appropriate taxing authorities all such withheld amounts which have become due and payable. SELLER has filed with the appropriate governmental authorities all tax returns required to be filed by the SELLER and has paid all taxes of every type and nature or will arrange for the payment of said taxes at the date of closing to the extent that nonpayment of such would have a material adverse effect on the assets being purchased by BUYER.

M. Fringe Benefits. There are no written or oral contracts of employment between the SELLER and any officer, director, employee, or independent contractor except as disclosed. 4P. The SELLER has no pension, bonus, profit sharing, health insurance, deferred compensation, savings, stock purchase, stock option, hospitalization, health insurance, insurance, or other plan providing employee benefits, except as disclosed.

To the best of SELLER'S knowledge and belief, with regard to all such plans in which the SELLER participates: (i) the SELLER and the plans have complied with all reporting requirements; (ii) the necessary contributions have been made to such plans; (iii) there exists no funding deficiencies; (iv) there exists no reportable events as that term is defined by the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the plans are in full compliance with such acts; and (v) all of the SELLER plans capable of qualification under the Internal Revenue Code are, in fact, fully qualified under such code.

N. Material Contracts. The SELLER is not a party to, or bound by, any material contract with any supplier, creditor, or customer or any other party except as disclosed.

O. SELLER'S Facilities. The SELLER'S plant and the present use of the manufacturing facilities located thereon conforms in all respects with applicable zoning and other governmental rules and regulations governing its use; and the manufacturing plant is free of all building, health, fire, safety, OSHA, and other governmental violations (to the best knowledge and belief of the SELLER); and that no condemnation or other proceeding is pending or threatened which would preclude or impair the use of the plant for the purposes for which it is currently being used.

P. Inventory. The work-in-process and Inventory to be sold hereunder by SELLER are in good and marketable condition, usable, nonobsolete, and fit for their intended purpose.

Q. Ownership of the Assets. None of the furniture, fixtures, equipment, machinery, or other assets used by the SELLER in the operation of its business is being leased from any party, except as disclosed.

R. Environmental Matters. To the best of SELLER'S and SHAREHOLDERS' knowledge, there does not currently exist any actual or potential contamination of the soil, subsoil, ground water, or any other portion of any parcel of real estate to be leased to the BUYER pursuant to this Agreement by any hazardous or toxic substance or any constituent thereof. The SELLER has complied at all times with all applicable federal, state, and local environmental laws and regulations.

S. Debts and Liabilities. To the best of SELLER'S knowledge and belief, all debts, liabilities, and obligations of the SELLER as disclosed as of the closing date have been incurred by the SELLER in the normal and ordinary course of business.

The SELLER has, and will have, on the closing date, no debt, liability or obligation of any nature, whether accrued, absolute, contingent, by guaranty or otherwise, and whether due or to become due, nor does there nor will there on closing date exist any situation or facts which involve potential liability of the SELLER that is not properly disclosed to the BUYER.

T. BUYER'S Reliance. The foregoing representations and warranties are made by the SELLER and its SHAREHOLDERS with the knowledge and expectation that BUYER is placing complete reliance thereon.

5. Representations and Warranties of BUYER:

The BUYER represents and warrants to the SELLER the following:

A. Authority. The BUYER now has, and at the time of closing will have, full right and authority to enter into this Agreement and to purchase the items of property to be acquired from the SELLER pursuant to this Agreement; and the BUYER'S performance of its obligations under this Agreement will not violate any agreement, order, judgment, or decree to which the BUYER is a party or by which the BUYER is bound.

B. Organization and Standing. The BUYER is a corporation in existence under the laws of the State of Indiana with full power and authority to own property and assets, to conduct the business now being conducted by it, and to enter into this Agreement; and there are no suits or other legal or governmental proceedings pending or threatened against the BUYER which would prevent the performance of its obligations under this Agreement.

C. Valid Agreement. This Agreement constitutes a valid, binding, and enforceable obligation of the BUYER, and the execution and delivery of this Agreement by the BUYER and the consummation of the transactions contemplated hereby have been duly authorized by the BUYER.

D. Correct Statements. No oral or written statement made or furnished by BUYER in connection with any of the transactions contemplated hereby, contains or shall contain any statement which is false or misleading with respect to any material fact, or omits, or will omit, to state any material adverse fact necessary in order to make the statements therein not false or misleading.

6. Non-Competition Agreement:

SELLER and SHAREHOLDERS shall not for a period of two (2) years compete with BUYER, either directly or indirectly within a one hundred (100) mile radius from Topeka, Indiana. SELLER, Freeman Helmuth and Steve Christner hereby stipulate that these covenants are necessary for the protection of the going concern value of the assets which are the subject of this Agreement and that such covenants will not harm the public interest.

SELLER and SHAREHOLDERS shall not directly or indirectly request or advise any present or future customer or employee of the BUYER to withdraw, curtail, or cancel its business with the BUYER. The SHAREHOLDERS further agrees that they have been employed in key positions with access to confidential information proprietary to the SELLER. The SHAREHOLDERS agree that they shall not disclose any information considered confidential by the BUYER to any entity or person whatsoever, directly or indirectly, in any manner or for any reason or purpose whatsoever. SHAREHOLDERS shall not make any written or oral statements which would disparage the name of the SELLER or BUYER.

The parties further agree that the remedies at law for any breach by the SELLER or the SHAREHOLDERS of this paragraph will be inadequate so that the BUYER shall be entitled to injunctive relief as well as whatever damages shall be determined by the Court including, but not limited to, costs, attorney's fees, and punitive damages against the Seller if she shall violate this non-competition paragraph.

7. Bulk Sales Compliance:

Any applicable bulk sales law will be complied with by SELLER. SELLER agrees to indemnify and save BUYER harmless against any loss, liability, damage or expense which BUYER may suffer due to SELLER'S failure to so comply with the bulk sales laws. In the event that SELLER fails to pay any debts which were not assumed by the BUYER and a claim is made against BUYER, BUYER shall be reimbursed by SELLER and SHAREHOLDERS.

8. Trade Name:

In furtherance of this Agreement, SELLER agrees that BUYER may use the name "Crossroads RV" or any similar name or names in connection with the assets being acquired from SELLER following the closing date and for such period of time thereafter as BUYER may deem appropriate.

As soon as practical after the date hereof, SELLER will amend its Articles of Incorporation or terminate any d/b/a certificate or certificates and change its name to a name permitted pursuant to this Agreement, and will, upon request by BUYER, execute such documents as any governmental authority may require to be executed on the part of SELLER granting permission of BUYER to change its name to Crossroads RV or any name similar thereto. SELLER agrees that it will not, after closing, use any name similar to the name Crossroads RV.

9. Real Estate Lease:

As a condition precedent hereto, BUYER shall enter into a twelve (12) month Lease Agreement with the Landlord for the property located 1115 West Lake Street, Topeka, Indiana 46571 in a form which is mutually satisfactory to the Landlord and BUYER and their respective counsel.

10. Indemnification:

A. SELLER and SHAREHOLDERS shall indemnify, defend, and hold BUYER harmless against any loss, claim, liability, damages, cost or expense, including reasonable attorney's fees, arising in any manner because of any breach of any representation, warranty, covenant, or obligation of SELLER and SHAREHOLDERS contained in this Agreement.

B. BUYER shall indemnify, defend, and hold SELLER and SHAREHOLDERS harmless against any loss, claim, liability, damages, cost or expense, including reasonable attorney's fees, arising in any manner because of any breach of any representation, warranty, covenant, or obligation of BUYER contained in this Agreement.

C. If either party believes that it has suffered or incurred any Indemnity loss with respect to which it is entitled to indemnification, such entity shall so notify the indemnifying party in writing describing such Indemnity loss, the amount thereof, if known, and the method of computing such Indemnity loss, all with reasonable particularity. If any action at law or suit in equity is instituted by a third party against the indemnified party with respect to which such entity intends to claim any Indemnity loss, such entity shall promptly notify the indemnifying party of such action or suit.

D. The indemnifying party shall have ten (10) days from the delivery or mailing of said notice to notify the other party (i) whether or not it disputes its liability to the other party with

respect to such indemnity loss and (ii) notwithstanding any such dispute, whether or not it desires, at its sole cost and expense to defend the other party against such claim or demand.

E. If within thirty (30) days after receiving such notice, the indemnifying party advises the other party that the indemnifying party will conduct the defense of such third party claim at its expense, then so long as such defense is being conducted, the other party shall not settle or admit liability with respect to the claim and shall afford the indemnifying party and defending counsel all reasonable assistance in defending against the claims.

11. Entire Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and there are no other agreements, representations, warranties, or covenants with respect to such transactions.

12. Modification:

This Agreement may be amended only by a subsequent written agreement specifically reciting that it is an amendment to this Agreement which said amendment shall be signed and executed by an authorized officer of the SELLER or BUYER.

13. Survival of Warranties and Covenants:

Each of the parties hereto agrees that all of its representations, warranties, covenants, and undertakings contained in this Agreement or any document delivered hereunder are true and correct and shall survive the closing and shall remain in full force and effect thereafter and shall not be affected by any preclosing investigation.

14. Notices:

All notices and other communications given or made pursuant to this Agreement shall be delivered personally, by overnight carrier, transmitted by facsimile, or mailed by certified mail, return receipt requested, addressed as follows:

If to SELLER:

PO Box 35
Topeka, Ind 46571

If to BUYER:

1115 West Lake Street
Topeka, Indiana 46571

or to such other address or addresses with respect to a party as such party shall subsequently specify in writing, provided, however, that failure to give such copies as provided herein shall not affect the effectiveness of any such notice to the SELLER or the BUYER if properly given to said party.

15. Miscellaneous:

A. Possession. Immediately following the closing, SELLER will put the BUYER into full possession and enjoyment of all assets to be conveyed and transferred by this Agreement, such possession to be transferred to BUYER at such place or places as may be reasonable.

B. Cooperation. The SELLER, SHAREHOLDERS, and BUYER agree to cooperate with the other parties hereto and to sign, execute and deliver, or cause others to do so, all such other documents and instruments and do, or cause to be done, all such other acts and things as may be reasonably requested in order to effect the intent and purpose of this Agreement, without further consideration.

C. State Law. This Agreement shall be construed in accordance with the substantive and procedural laws of the State of Indiana and shall be binding upon the parties hereto and upon their respective successors in interest of every nature whatsoever. In any legal action involving this Agreement, the parties agree to litigate all disputes in Elkhart County, Indiana. The parties consent to jurisdiction and preferred venue in the courts of general jurisdiction of Elkhart County, Indiana. The parties irrevocably consent to the subject matter and personal jurisdiction of such courts and waive all rights to a trial by jury as to all or any part of such litigation.

D. Enforcement. If a party incurs reasonable expenses in seeking to enforce the performance of any provision of this Agreement, whether in the context of litigation or otherwise, then the party against whom such enforcement is sought agrees to and shall pay such enforcing party for all such expenses, including any cost in connection with court costs, attorney's fees, and other costs of collection or enforcement.

E. Public Announcements. No public announcements of the transaction contemplated hereunder shall be made by SELLER without the prior consent of BUYER.

F. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement. None of the provisions hereof shall be deemed to inure to the benefit of third persons.

G. Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and that its terms were thoroughly negotiated. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

H. Schedules, Exhibits and Recitals. All schedules, exhibits and recitals included herein or attached to this Agreement are incorporated herein and made a part hereof in the same manner as if such schedule, exhibit or recital were set forth at length in the text of this Agreement.

I. Successors and Assigns. Neither of the parties hereto shall assign or transfer any rights or obligations under this Agreement by operation of law or otherwise, except with the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and assigns.

J. Good Faith. The parties agree to exercise commercial reasonableness and good faith in satisfaction of the conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts on the 27th day of October, 2000.

CROSSROADS RV, INC.
BY: Freeman Helmuth
Freeman Helmuth, President

NEW CROSSROADS RV, INC.
BY: Duane Rheinheimer
Duane Rheinheimer, Vice President

SELLER

BUYER

Freeman Helmuth
Freeman Helmuth
Steven Christner
Steven Christner

SHAREHOLDERS