

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of November 10, 2004, and is made from Leisure Time Resorts of America, Inc., a Washington corporation with its principal place of business at 3801 Parkwood Boulevard, Suite 100, Frisco, Texas 75034 ("Assignor") on the one hand, to Thousand Trails, L.P., a Delaware limited partnership with its principal place of business at 3801 Parkwood Boulevard, Suite 100, Frisco, Texas 75034 ("Assignee") on the other hand.

WHEREAS, Assignor has adopted and used and is using in commerce the Mark set forth in the attached Schedule 1; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Mark and the goodwill associated with such Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns all rights, title and interests in and to the Mark, the goodwill of the business symbolized by the Mark, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Mark, and all records and files relating to said Mark. This Trademark Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of it by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment.

Assignor hereby represents, warrants, and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Trademark Assignment under seal as of the date first set forth above.

ASSIGNOR: LEISURE TIME RESORTS OF AMERICA, INC.

By: [Signature]
Name: Walter Jaccard
Title: Vice President

THE STATE OF ~~TEXAS~~ Washington

County of King

This instrument was executed before me on this 4th day of Nov 2004, by Walter Jaccard, the Vice President (title) of Leisure Time Resorts of America, Inc., a Washington corporation, on behalf of said corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for
The State of ~~Texas~~ WA

RICHARD JONES
Printed or Typed Name of Notary

My Commission Expires 6/13/06

ASSIGNEE: LEISURE TIME RESORTS, L.P.

By: WJ
Name: Walter Jaccard
Title: Vice President

Washington
THE STATE OF ~~TEXAS~~

County of King

This instrument was executed before me on this 4th day of Nov, 2004, by Walter Jaccard, the Vice President (title) of Thousand Trails, L.P., a Delaware limited partnership, on behalf of said limited partnership.

WITNESS my hand and official seal.

Richard Jones
Notary Public in and for
The State of ~~Texas~~ WA

RICHARD JONES
Printed or Typed Name of Notary

My Commission Expires 5/13/06

SCHEDULE 1

TRADEMARK ASSIGNED

Trademark	Serial No.	Registration No.	Registration Date
(Design)	78304399	2886651	September 21, 2004

[SCHEDULE 1 TO TRADEMARK ASSIGNMENT]

RECORDED: 11/10/2004

TRADEMARK
REEL: 002975 FRAME: 0809