	ORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
To the Honorable Commissioner of Patents and Trademarks	: Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies):			
Thousand Trails, Inc.	Name: Thousand Trails, L.P.			
Individual(s)  General Partnership  X Corporation-State: Delaware	Internal Address: Suite 100 Street Address: 3801 Parkwood Boulevard			
Other:	City: Frisco			
	State: Texas Zip: 75034			
Additional name(s) of conveying Yes party(ies) attached?	Individual(s) citizenship:  Association:			
3. Nature of Conveyance:	General Partnership:			
X Assignment Merger	X Limited Partnership: Delaware			
Security Agreement Change of Name	Corporation-State:			
Other:	Other:			
Execution Date: November 10, 2004	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached?  Yes X No			
<ol><li>Application Number(s) or Registration Number(s):</li></ol>				
A. Trademark Application No.(s): 78403059 78409749 78409755 78403064 Additional numbers attached?	B. Trademark Registration No.(s):  2225425 2127477 1226250 2227702 2731676 1226247 2127219 2731651 1226993  X Yes No			
5. Name and address of party to whom correspondence concerning document should be mailed:	<u> </u>			
Name: Jacob E. Comer, Esq. Ropes & Gray LLP	7. Total fee (37 CFR 3.41) \$ 515.00  Enclosed			
nternal Address: Atty. Dkt.: KOLC-026-010	X Authorized to be charged to Deposit Account			
Street Address: One International Place	Authorized to be charged to credit card  (Form 2038 enclosed)			
Na	8. Deposit account number: 18-1945			
City: Boston State: MA Zip: 02110	(Attach duplicate copy of this page if paying by deposit account)			
9. Statement and signature:  To the best of my knowledge and belief, the foregoing infiture copy of the original document.				
	November 10, 2004 Date			
Total number of pages including cover sheet, attachments, and document:				

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Form PTO-1594 RECORDATION FORM COVER SHEET (continued)		Page 2 of 2	
Additional Conveyir	ng Parties (1. Continued):		
Additional Possibility	Tortion (2. Continued)		
Assignee Name: Internal Address:	g Parties (2. Continued):		
Street Address:			
City:	State:	Zip Code:	
Additional Application	ns and/or Registration Nເ	Impere (4. Continued)	
Additional Application Num 4A continued:	ber(s)   Ad 4E 12 12 12 12 23	dditional Registration Number(s) continued: 26248 26249 244819 25004 36890 55260 88020	
Add	itional numbers attached?	Yes X No	

## TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT is dated as of November 10, 2004, and is made from Thousand Trails, Inc., a Delaware corporation with its principal place of business at 3801 Parkwood Boulevard, Suite 100, Frisco, Texas 75034, and with former principal places of business at 2122 112<sup>th</sup> Avenue NE, Suite A300, Bellevue, Washington 98004 and 2711 L.B.J. Freeway, Suite 200, Dallas, Texas 75234 ("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 Marks set forth in the attached <u>Schedule 1</u>; and

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

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 Marks, the goodwill of the business symbolized by the Marks, 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 Marks, and all records and files relating to said Marks. This Trademarks 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 Trademarks 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.]

9535839.1

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

ASSIGNOR: THOUSAND TRAILS, INC.

By:

Name: Walter Jaccard

Title: Vice President

THE STATE OF TEXAS

County of Kull

This instrument was executed before me on this day of 2004, by the 1000 (title) of Thousand Trails, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public in and for

The State of Texas WA

Printed or Typed Name of Notary

My Commission Expires \_

[SIGNATURE PAGE 1 TO TRADEMARKS ASSIGNMENT]

ASSIGNEE: THOUSAND TRAILS, L.P.

By:

Name: Walter Jacdard

Title: Vice President

THE STATE OF

County of \_\_\_\_\_

This instrument was executed before me on this flay of ///, 2004, by /// (title) of Thousand Trails, L.P., a Delaware limited partnership, on behalf of said limited partnership.

WITNESS my hand and official seal.

Notary Public in and for

The State of Texas WA

Printed or Typed Name of

My Commission Expires

## **SCHEDULE 1**

## TRADEMARKS ASSIGNED

	Serial/App.	<del> </del>				
Trademark	No.	Registration No.	Registration Date			
United States						
Thousand Trails & NACO	75371337	2225425	February 23, 1999			
TTN	75371246	2227702	March 2, 1999			
Thousand Trails America's	75221094	2127219	January 6, 1998			
Finest Family Camping			, , , , , , , , , , , , , , , , , , , ,			
(Design)	<u>                                     </u>					
America's Finest Family	75283267	2127477	January 6, 1998			
Camping (Design)			1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1			
Thousand Trails, Inc.	76413911	2731676	July 1, 2003			
America's Finest Family			, , , , , , , , , , , , , , , , , , , ,			
Camping (Design)						
Thousand Trails, Inc.	76407512	2731651	July 1, 2003			
(Design)						
Thousand Trails	73324065	1226250	February 1, 1983			
Thousand Trails	73323881	1226247	February 1, 1983			
Thousand Trails, Inc.	73324066	1226993	February 8, 1983			
Thousand Trails Inc.	73323882	1226248	February 1, 1983			
TT	73324064	1226249	February 1, 1983			
TT (Design)	73323873	1244819	July 5, 1983			
Trailblazer	73323883	1225004	January 25, 1983			
Club Select	75622812	2336890	March 28, 2000			
Let's Go Camping	75622801	2655260	December 3, 2002			
Preferred Access	78277659	2888020	September 21, 2004			
Getaway Club	78403059	None	None			
Getaway Club (Design)	78409755	None	None			
VIP Getaway Club	78403064	None	None			
VIP Getaway Club	78409749	None	None			
(Design)						
	Canad	a				
America's Finest Family	852103	493869	May 1, 1998			
Camping (Design)			, , , , ,			
America's Finest Family	800669	469331	January 22, 1997			
Camping (Design)			J ==, == J			
Club Select	1017553	538180	December 4, 2000			
Let's Go Camping	1017554	538181	December 4, 2000			
Thousand Trails & NACO	875204	508664	March 2, 1999			

[SCHEDULE 1 TO TRADEMARKS ASSIGNMENT]

Thousand Trails America's Finest Family Camping (Design)	847138	493874	May 1, 1998
TT (Design)	474684	271743	August 13, 1982
TTN (Stylized)	875202	507464	February 1, 1999
Preferred Access	1199170	None	None

[SCHEDULE 1 TO TRADEMARKS ASSIGNMENT]