

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camper's Choice, Inc.		04/22/2005	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	CWI, Inc.		
Street Address:	P.O. Box 90018		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42102		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1739764	CAMPER'S CHOICE INC.	
Registration Number:	2908748	CAMPER'S CHOICE	
Serial Number:	78337096	CAMPER'S CHOICE RV SUPPLIES & ACCESSORIES	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-203-8080		
Email:	clofgren@jmbm.com		
Correspondent Name:	Christine L. Lofgren, Esq.		
Address Line 1:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Christine L. Lofgren		
Signature:	/christine l lofgren/		
Date:	04/28/2005		

CH \$90.00 1739764

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made this 22 day of April, 2005, by Camper's Choice, Inc., an Alabama corporation (the "Assignor") to CWI, Inc., a Kentucky corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the date hereof; and

WHEREAS, the Assignor is the owner of the trademarks identified on Schedule "A" attached hereto (the "Trademarks"), which are part of the Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, the Assignor is hereby transferring and assigning to the Assignee the Assignor's entire right, title and interest in and to the Trademarks, including the applications and registrations therefor;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the consummation of the transactions contemplated under the Asset Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor does sell, assign and transfer unto the Assignee, its successors, assigns or legal representatives, the Assignor's entire right, title and interest in and to the Trademarks, including all applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, all assets which form a part of the Assets that uniquely reflect the goodwill of the business of Assignor and are connected with the use of, and symbolized by, the Trademarks, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the Assignee's name, all of the foregoing to be held by the Assignee, its successors, assigns or legal representatives, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made.

AND the Assignor hereby authorizes the issuance of any and all said registrations for the Trademarks not already issued to the Assignee, its successors, assigns or legal representatives.

AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or

legal representatives, to obtain any and all registrations for the Trademarks and to vest the same in the Assignee, its successors, assigns or legal representatives.

CAMPER'S CHOICE, INC.

By: Van Tiffin
Van Tiffin, President

STATE OF ALABAMA)
COUNTY OF Franklin)

On this 22nd day of April, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Van Tiffin, as President of Camper's Choice, Inc., an Alabama corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me and did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

[NOTARIAL SEAL]

Notary: Sylvia Massey
Print Name: Sylvia Massey
Notary Public, State of Alabama
My commission expires: 5/22/06

SCHEDULE "A"

Trademarks

Camper's Choice Inc. and Design, U.S. Reg. No. 1,739,764

12/15/92 Patent & Trademark Office granted the word mark of Camper's Choice, Inc. and the design mark logo with original certificate of Registration No. 1739764

Camper's Choice, U.S. Reg. No. 2,908,748

12/07/04 Patent & Trademark Office granted the mark of Camper's Choice with original certificate of Registration No. 2908748.

Camper's Choice RV Supplies & Accessories and Design, U.S. App. No. 78/337,096

Patent & Trademark Office determined that the mark Camper's Choice RV Supplies & Accessories and Design appears to be entitled to registration and the Mark was published for opposition in the Official Gazette on 10/12/04.