TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrect listing of App. Serial No. 74/538,900 in the conveyance, which should have been listed as App. Serial No. 74/536,900 previously recorded on Reel 002161 Frame 0299. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BT Commercial Corporation		08/30/2000	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Monaco Coach Corporation
Street Address:	91320 Industrial Way
City:	Coburg
State/Country:	OREGON
Postal Code:	97408
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74536900	THIS IS LIVING

CORRESPONDENCE DATA

Fax Number: (312)616-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-616-5600
Email: anaffziger@leydig.com
Correspondent Name: Anne E. Naffziger, Leydig, Voit & Mayer
Address Line 1: Two Prudential Plaza, Suite 4900
Address Line 4: Chicago, ILLINOIS 60601-6780

NAME OF SUBMITTER:	Anne E. Naffziger
Signature:	/Anne E. Naffziger/
Date:	06/21/2005

CH $40.00 74536900

Total Attachments: 8
source=Monaco Correction 3#page1.tif
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-25-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101496218

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 10-10-00

- [XX] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [XX] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 08 30 2000

Name: BT Commercial Corporation

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [XX] Corporation [ ] Association

[ ] Other

[XX] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Monaco Coach Corporation

DBA/AKA/TA:

Composed of:

Address (line 1): 91320 Industrial Way

Address (line 2):

Address (line 3): Coburg (City) OR (State/Country) 97408 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[XX] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[XX] Citizenship/State of Incorporation/Organization: Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number 541-686-8511

Name: Willard L. Forsyth

Address (line 1): Hershner Hunter Andrews Neill & Smith LLP

Address (line 2): P.O. Box 1475

Address (line 3): Eugene, OR 97440

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # -5-

Trademark Application Number(s) or Registration Number(s) [X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
395029430	74/538,900	74/532,783	1,452,051	823,600	1,216,613
			1,011,813	1,880,893	1,692,825
			1,805,232	1,217,465	407045

Number of Properties Enter the total number of properties involved. # -27-

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 690.00

Method of Payment: Enclosed [XX] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Willard L. Forsyth		10/2/2000
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Other

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,342,461	847,292	1,113,105
			1,506,363	1,788,857	1,774,661
			1,815,960	1,324,363	855,887
			895,372	1,749,362	1,738,224
			1,738,223	1,335,381	1,873,239
			1,463,410		

RELEASE OF TRADEMARK SECURITY AGREEMENT AND SECURITY INTERESTS

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT AND SECURITY INTERESTS (this "Release") is entered into as of August 30, 2000, by BT COMMERCIAL CORPORATION, as Agent (the "Agent") under that certain Credit Agreement, as amended (the "Credit Agreement"), dated as of March 5, 1996, among Monaco Coach Corporation (the "Borrower"), certain financial institutions party thereto, and the Agent, and has reference to the following facts:

WHEREAS, to secure its obligations under the Credit Agreement and the other Credit Documents (as defined therein), Agent was granted a security interest by Borrower in certain licenses, trademarks, trademark applications, trade names, assumed names, service marks and service mark applications, and all books and records evidencing or containing information regarding or otherwise pertaining to any of the foregoing (collectively, the "Trademark Collateral") under that certain Confirmation and Grant of Security Interests in Trademarks and Trademark Applications (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on March 15, 1996 at Reel 1440, Frame 0899, against the trademarks listed on the schedule attached thereto; and

WHEREAS, Agent has received consideration for a full and complete release of the security interest and liens on all of the Trademark Collateral, and now wishes to release such security interest and liens in the Trademark Collateral (including, without limitation, the trademarks listed on Schedule 1 attached hereto);

NOW THEREFORE, Agent represents and agrees as follows:

1. Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Trademark Collateral, including its security interest in and liens on the Trademark Collateral and all other rights with respect to the Trademark Collateral, and reconveys and assigns any and all right, title and interest that it may have in and to the Trademark Collateral without any representation or warranty.

2. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate and reconvey the irrevocable rights in the Trademark Collateral conveyed to Agent under the Trademark Security Agreement.

3. Agent agrees that hereafter it will not take any action with respect to the Trademark Collateral.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BT COMMERCIAL CORPORATION

By: Keith Alexander
Name: KEITH ALEXANDER
Title: VP

LA_DOCS\568546.1 [W97]

STATE OF California)
COUNTY OF Los Angeles) ss.
)

On 9/7/2000, 2000, before me, VIRGINIA C. SHEIC, a notary public in and for said State, personally appeared KEITH ALEXANDER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Virginia C. Shek (Seal)

My commission expires: 10/12/2003

VIRGINIA C. SHEK
Commission # 1237724
Notary Public - California
Los Angeles County
My Comm. Expires Oct 12, 2003

LA_DOCS\568546.1 [W97]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS OF MONACO COACH CORPORATION

Trademarks and Trademark Applications:

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	APPLICATION DATE
Aluma-Lite	1,452,051	August 11, 1987		
Alumaframe and Design	823,600	February 7, 1987		
Aviator	1,216,613	November 16, 1982		
Diplomat	1,011,813	May 27, 1975		
Distinguished Traveler	1,880,893	February 28, 1995		
Dynasty	1,692,825	June 9, 1992		
Endeavor	1,805,232	November 16, 1993		
Executive	1,217,465	November 23, 1982		
Holiday Rambler	1,463,410	November 3, 1987		
Holiday Rambler (CANADA)	407045	January 22, 1993		
Holiday Rambler (GERMANY)			395029430	January 24, 1995
Holiday Rambler and Striband D	1,342,461	June 18, 1985		
Holiday Rambler Design	847,292	April 9, 1988		
Holiday Ramblers and Design	1,113,105	February 13, 1979		

TRADEMARK
REEL: 002196 FRAME: 0305
REEL: 003108 FRAME: 0601

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	APPLICATION DATE
Holiday World	1,506,363	September 27, 1988		
HR and Design	1,788,857	August 17, 1993		
HR and Design	1,774,661	June 1, 1993		
HR and Design	1,815,960	January 11, 1994		
HRC Holiday Rambler Corporation	1,324,363	March 12, 1985		
Monitor	855,887	September 3, 1985		
Monitor	895,372	July 28, 1970		
Navigator *(Mark owned by Ford Motor Company and licensed to Holiday Rambler LLC)*	1,749,362	January 26, 1993		
Parts Chasers	1,738,224	December 8, 1992		
Parts Chasers Quick and Design	1,738,223	December 8, 1992		
RV Attic	1,335,381	May 14, 1985		
This is Living			74/538,900	June 13, 1994
Vacationer	1,873,239	January 10, 1995		
Windsor			74/532,783	November 21, 1995

RECORDED: 06/21/2005

RECORDED: 10/10/2000

TRADEMARK
REEL: 002161 FRAME: 0306

TRADEMARK
REEL: 003108 FRAME: 0602