

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
Yamaha Motor Corporation, U.S.A.		09/27/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Yamaha Motor Co., Ltd.		
Street Address:	2500 Shingai, Iwata-shi		
City:	Shizuoka-ken		
State/Country:	JAPAN		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75774520	RAPTOR	
CORRESPONDENCE DATA			
Fax Number:	(213)243-2539		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-489-3939		
Email:	aeraimer@jonesday.com		
Correspondent Name:	Anna E. Raimer		
Address Line 1:	555 South Flower Street, 50th Floor		
Address Line 2:	Jones Day		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	836229-625003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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Address Line 4:

NAME OF SUBMITTER:

Anna E. Raimer

Signature:

/Anna Raimer/

Date:

10/05/2006

Total Attachments: 4

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AGREEMENT

between

**YAMAHA MOTOR CORPORATION, U.S.A.
AND
YAMAHA MOTOR CO., LTD.**

regarding

**ASSIGNMENT OF UNITED STATES
TRADEMARK APPLICATION SERIAL NO. 75/774,520 FOR "RAPTOR"**

THIS AGREEMENT is made this 27 day of September, 2006, by and between:

YAMAHA MOTOR CORPORATION, U.S.A. (hereinafter referred to as "YMUS"), incorporated under the laws of California and having its head office located at 6555 Katella Avenue, Cypress, CA 90630-5101, U.S.A.; and YAMAHA MOTOR CO., LTD. (hereinafter referred to as "YMC"), incorporated under the laws of Japan and having its head office located at 2500 Shingai, Iwata-shi, Shizuoka-ken, Japan.

WHEREAS YMUS is the owner of United States Trademark Application Serial No. 75/774,520 for "RAPTOR" for "all-terrain vehicles and structural parts therefor" (the "RAPTOR Trademark") and United States common law rights therein, and the owner of the goodwill of the business associated with the goods on which the RAPTOR Trademark is used in the United States;

WHEREAS YMUS desires to convey, transfer, assign, deliver and contribute to YMC all of its right, title, interest in and to the RAPTOR Trademark;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

YMUS does hereby ASSIGN to YMC all right, title and interest in and to the RAPTOR Trademark, together with (a) the goodwill of that business in the United States symbolized by the RAPTOR Trademark, (b) the common law trademark rights associated with the RAPTOR Trademark, and (c) the right to sue for past, present and future infringements or misappropriations of the RAPTOR Trademark, and the right to take any other legal actions to protect the integrity of the RAPTOR Trademark.

2. RECORDATION

YMUS shall execute all documents, papers, forms and/or authorizations and take all other actions that may be required to secure, complete or vest in YMC the full right, title and interest in the RAPTOR Trademark.

3. CHOICE OF LAW

This Agreement shall be interpreted, construed, and enforced according to the laws of the State of California.

4. ENTIRE AGREEMENT

This Agreement shall constitute the entire, complete and exclusive expression of the parties' agreements concerning the subject matter thereof. This

Agreement shall, when executed, supersede all prior negotiations, understandings, and agreements and also supersede all contemporaneous negotiations, understandings and agreements not found within this Agreement. Each of the parties hereto states that it has read each of the paragraphs of this Agreement and that it is freely and voluntarily entering into this Agreement and that it understands the same and understands the legal obligations thereby created.

5. AUTHORITY

Each party executing this Agreement represents and warrants that it/he/she has full authority and power to do so and all necessary resolutions and authorizations have been obtained.

6. ORAL MODIFICATION PROHIBITED

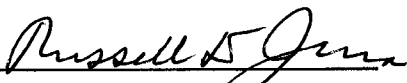
This Agreement may not be altered, amended or modified except by written instrument signed by the parties hereto.

7. WARRANTY

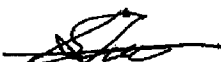
YMUS represents and warrants that it is the owner of all rights in and to the RAPTOR Trademark and that it has the right to grant the assignment herein to YMC. YMUS, however, makes no representation or warranty with respect to the validity of the RAPTOR Trademark. YMUS further represents and warrants that it has no actual knowledge that the RAPTOR Trademark infringes any valid right of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

YAMAHA MOTOR CORPORATION, U.S.A.

By: 
Name: RUSSELL D JURA
Title: SENIOR VICE PRESIDENT

YAMAHA MOTOR CO., LTD.

By: 
Name: Shigeki Hirasawa
Title: Senior General Manager