

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harley-Davidson Financial Services, Inc.		11/14/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H-D Michigan, Inc.		
<b>Street Address:</b>	315 W. Huron, Suite 400		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48103		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2403456	PROTECTING THE EXPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)665-9643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-665-9243		
<b>Email:</b>	blair.gerdes@harley-davidson.com		
<b>Correspondent Name:</b>	M. Blair Gerdes		
<b>Address Line 1:</b>	315 W. Huron, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48103		
<b>NAME OF SUBMITTER:</b>	M. Blair Gerdes		
<b>Signature:</b>	/M. Blair Gerdes/		
<b>Date:</b>	11/20/2006		

CH \$40.00 2403456

Total Attachments: 1

**900062991**

**TRADEMARK  
 REEL: 003431 FRAME: 0126**



Execution Copy

**CONFIRMATORY TRADEMARK ASSIGNMENT**

This Confirmatory Trademark Assignment (this "Assignment") is made on ~~October~~ <sup>November</sup> 14, 2006 (the "Effective Date") by and between Harley-Davidson Financial Services, Inc., a Delaware corporation, (hereinafter "Assignor") and H-D Michigan, Inc., a Michigan corporation, (hereinafter "Assignee").

WHEREAS, Assignor was the owner of all right, title and interest in and to the PROTECTING THE EXPERIENCE brand and trade/service mark, related marks and the applications, registrations, and common law rights therefor (collectively the "Marks");

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the Marks;

WHEREAS, effective as of September 1998, Assignor assigned all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, to Assignee, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Marks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration previously given, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective as of September 1998, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement by the Marks, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the date first written above.

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.

By: Lawrence G. Hund

Name: LAWRENCE G. HUND

Title: PRESIDENT & COO

-WASH1:4616286.v3 [11/23/04  
310608-1