

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/16/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National R.V. Holdings, Inc.		02/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Country Coach Merger LLC
Street Address:	135 E. First Avenue
City:	Junction City
State/Country:	OREGON
Postal Code:	97448
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78541550	LEGACY BY COUNTRY COACH
Serial Number:	78559731	VIPER
Serial Number:	78556315	RHAPSODY
Serial Number:	76601209	INSPIRE
Serial Number:	76528852	CC
Serial Number:	74466085	INTRIGUE BY COUNTRY COACH
Serial Number:	74373740	AFFINITY BY COUNTRY COACH
Serial Number:	74567478	MAGNA BY COUNTRY COACH
Serial Number:	74490361	ALLURE BY COUNTRY COACH
Serial Number:	74677300	COUNTRY COACH DESTINATIONS
Serial Number:	76280620	DYNOMAX
Serial Number:	76312140	LEXA
Serial Number:	78472903	AFFINITY

OP \$465.00 78541550

Serial Number:	73450876	COUNTRY COACH
Serial Number:	78690152	INTRIGUE
Serial Number:	78709413	ALLURE
Serial Number:	78728262	TRIBUTE
Serial Number:	76473972	INSPIRE BY COUNTRY COACH

CORRESPONDENCE DATA

Fax Number: (310)317-4499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3103174466
Email: ip.law@verizon.net
Correspondent Name: Joel D. Voelzke
Address Line 1: 24772 Saddle Peak Road
Address Line 4: Malibu, CALIFORNIA 90265-3042

ATTORNEY DOCKET NUMBER:	139-001
NAME OF SUBMITTER:	Joel D. Voelzke
Signature:	/Joel D. Voelzke73/
Date:	05/15/2007

Total Attachments: 10
source=139-001 Asset Purchase Agreement (Redacted for Recording)#page1.tif
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MERGER AND ASSET PURCHASE AGREEMENT

Dated as of February 16, 2007

By and Among

Country Coach Holdings LLC,

Country Coach Merger LLC,

Riley Investment Management, LLC

Country Coach, Inc.,

and

National R.V. Holdings, Inc.

MERGER AND ASSET PURCHASE AGREEMENT

THIS MERGER AND ASSET PURCHASE AGREEMENT is dated as of February 16, 2007 (this "Agreement") by and among Country Coach Holdings LLC, a Delaware limited liability company ("Purchaser"), Country Coach Merger LLC, a Delaware limited liability company ("Merger Sub"), Riley Investment Management, LLC, a Delaware limited liability company ("Riley"), on one hand, and National R.V. Holdings, Inc., a Delaware corporation (the "Seller"), and Country Coach, Inc., an Oregon corporation ("Company"), on the other. Capitalized terms not otherwise defined in this Agreement are used as defined in Appendix A hereto.

WITNESSETH:

WHEREAS, Seller is the record and beneficial owner of all issued and outstanding shares of Common Stock, no par value per share (the "Company Common Stock"), of Company;

WHEREAS, the boards of directors of each of Purchaser, Merger Sub, Seller and Company have determined that it is in the best interests of each corporation and its respective stockholders that Purchaser acquire Company through the statutory merger of Company with and into Merger Sub, with Merger Sub as the surviving corporation (the "Merger");

WHEREAS, the boards of directors or managers of each of Purchaser, Merger Sub and Seller have determined that it is in the best interests of each such entity and its respective stockholders or members that Purchaser acquire from Seller all assets used primarily in Company's business that are not presently owned by Company and assume certain of Seller's liabilities related to Company's business; and

WHEREAS, Company expects to benefit from the consummation of the transactions contemplated hereby and, to induce Purchaser to enter into this Agreement, agrees to be bound by the terms and provisions in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1

GENERAL

1.1 The Merger. At the Closing, on and subject to the terms and conditions of this Agreement, Company and Merger Sub will consummate the Merger by a merger of the Company with and into Merger Sub, pursuant to which Merger Sub shall be the entity surviving the Merger.

1.2 Merger Effective Time. On the Closing Date, Purchaser shall file an Agreement of Merger (the "**Agreement of Merger**") as contemplated by Chapter 60 of the Oregon Revised Statutes with the Secretary of State of the State of Oregon in accordance with the applicable provisions of Chapter 60 of the Oregon Revised Statutes and the Secretary of State of the State of Delaware in accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "**DLLCA**"); together with all other filings or recordings required under applicable Oregon and Delaware law. Subject to the making of each such filing, the Merger shall become effective at the time (the "**Effective Time**") Purchaser files the Agreement of Merger with the Secretary of State of the State of Oregon and the Secretary of State of the State of Delaware. The Merger shall have the effects set forth in this Agreement, the Agreement of Merger, the Oregon Corporation Law and the DLLCA.

1.3 Consideration. At the Closing, Purchaser shall deliver [REDACTED] (the "**Merger Consideration**") as merger consideration, plus [REDACTED], the amount to be paid by Purchaser or Merger Sub for Additional Assets pursuant to Section 1.5 below (collectively, the "**Purchase Price**"). Purchaser will pay or cause to be paid the Purchase Price at Closing to Wells Fargo Bank National Association for the benefit of Seller pursuant to the Funds Flow Agreement.

1.4 Effect on Securities.

(a) Except as provided in this Section 1.5 with respect to the Company Common Stock, at and as of the Effective Time, each outstanding share of capital stock, option, warrant, purchase right, subscription right, conversion right, exchange right, and other contract or commitment that could require Company to issue, sell or otherwise cause to become outstanding any capital stock or other equity interest of Company shall be deemed to be cancelled or otherwise terminated in exchange for the Merger Consideration. Neither Purchaser nor Company shall have any obligation to the holders of any such interest. All ownership interests in Merger Sub shall remain outstanding.

(b) The Merger will not affect the ownership interests in Merger Sub, all of which shall remain outstanding after the Closing.

1.5 Purchase of Additional Assets. Seller and Purchaser intend that Seller will transfer all assets used primarily in Company's business and agree that the assets described on Schedule 1.5 are used primarily in Company's business but are not presently owned by Company. Seller agrees to convey, or cause to be conveyed, to Merger Sub all assets described on Schedule 1.5 (the "**Additional Assets**"), at the Closing, for consideration of [REDACTED] (the "**Additional Asset Consideration**"). The Additional Asset Consideration will be paid at the Closing by Purchaser or Merger Sub to Wells Fargo Bank National Association for the benefit of Seller pursuant to the Funds Flow Agreement. To the extent that any assets used primarily in the business of Company but owned by Seller or an Affiliate are identified after the Closing, Seller shall, to the extent it agrees with such determination in its reasonable discretion, treat such assets as Additional Assets and convey them or cause them to be conveyed to Merger Sub.

2.11 Proceedings.

(a) Schedule 2.11 lists all suits, actions, and other legal proceedings and all other controversies, and, to Seller's Knowledge, governmental investigations and other legal proceedings, pending or threatened against Company or as to which either Seller or Company has received any claim or assertion, other than actions, investigations and proceedings disclosed on Schedule 2.10 or Schedule 2.26(b). Except as set forth on Schedule 2.10, Schedule 2.11 or Schedule 2.26(b) hereto, there are no facts which Seller has recognized are reasonably likely to lead to any additional investigation being conducted or to any other suit, action or legal proceeding, governmental investigations and other legal proceedings except for such pending or threatened suits, actions, investigations and proceedings which Seller has determined would not reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 2.11, there is no suit, action or proceeding or investigation pending, or, to Seller's Knowledge, threatened against or affecting Company or Seller that is likely to prevent or materially delay the ability of Company or Seller to consummate the transactions contemplated by this Agreement or for entity surviving the Merger to continue to carry on Company's business as now conducted following the Closing. There is no judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Company having, or which in the future is reasonably likely to have, any such effect.

(c) Schedule 2.11 also includes a list of all disputes, controversies and claims (including dealer disputes) asserted against Company which were settled or resolved by a payment credit or adjustment of \$25,000 or more since January 1, 2006.

2.12 Insurance. Schedule 2.12 lists all insurance policies under which Company is an insured or a beneficiary or for which it is liable to pay premiums and further sets forth the name of the insurer, type of coverage, policy limits and deductibles and additional insureds, if any, and the annual premium for each such policy. Seller and Company have furnished or made available in the Data Room to Purchaser copies of all such policies and a history, as of November 30, 2006, of all claimed losses under all of Seller and Company's insurance policies in the past five (5) years. Except as noted on Schedule 2.12, all premiums with respect to such policies have been paid, and no notice of cancellation, non-renewal or change in terms has been received by Company or Seller, or to Seller's Knowledge has been contemplated.

2.13 Proprietary Information and Rights.

(a) Intellectual Property Rights. Attached hereto as Schedule 2.13 is a true and complete list of all registered Intellectual Property Rights (as defined below) used or held for use by Company since January 1, 2003, other than computer software programs which are generally available to consumers or businesses. Company shall disclose any patent application in which Company has any interest to Purchaser on a separate confidential list. Company owns or is validly licensed or otherwise has the right to use, all Intellectual Property Rights used or held for use by Company and all goodwill associated therewith in the same manner in which any such Intellectual Property Right have been or are now being used. Company has not infringed upon, misappropriated or otherwise violated any Intellectual Property Right or other proprietary

information of any other Person. There is no claim, demand or proceeding pending or, to the Knowledge of Company, threatened, that pertains to or challenges the right of Company to use any of the Intellectual Property Rights identified on Schedule 2.13 (including any claim that Company must license or refrain from using any Intellectual Property Rights or other proprietary information of any other Person). Company has not granted any license or other right and has no obligation to grant any license or other right with respect thereto. To the Seller's Knowledge, no other Person has infringed upon, misappropriated or otherwise violated any Intellectual Property Right of Company. Without limiting the generality of the foregoing, Company is the licensee under fully paid, enforceable licenses that govern its use of all software in which any third party has Intellectual Property Rights. Each such license remains in full force and effect. Company has not breached any such license in any material respect, Company has paid all amounts that have heretofore become due and payable in respect of such licenses and, to Seller's Knowledge, there are no facts or circumstances in existence or reasonably anticipated by Company which would entitle any licensor to terminate any license for Intellectual Property Rights with Company. As used in this Agreement, "**Intellectual Property Rights**" means, collectively, with respect to the U.S. and all other countries and territories worldwide, any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship including copyrights, moral rights and mask-works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent rights, designs, algorithms, computer programs, methods of doing business, other proprietary ideas, designs, concepts, techniques, inventions, discoveries and improvements, whether or not patentable and other industrial property rights, (v) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise; (vi) all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing); (vii) Internet websites, rights in domain names, computer programs and software; and (viii) any other service mark, design, logo, trade secret, know-how, customer list or financial, business, marketing or other information, material or industrial property of a party or any of its affiliates.

(b) Company does not use or own any registered Intellectual Property Rights related to its business, except those which are set forth in Schedule 2.13, which, along with its unregistered Intellectual Property Rights, constitute all of the Intellectual Property Rights necessary for the operation of Company's business as presently conducted.

(c) Company is not a party in any capacity to any franchise, license, or royalty agreement respecting any Intellectual Property Rights except as set forth on Schedule 2.13 and there is no conflict with the rights of other Persons in respect to Intellectual Property Rights used in the conduct of Company's business.

(d) Seller and Company have taken commercially reasonable measures to protect the proprietary nature of the Intellectual Property Rights and to maintain in confidence all trade secrets and confidential information owned or used by Company.

2.14 Employee Benefits.

(a) Schedule 2.14 sets forth a list of all "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended,

[SIGNATURE PAGE TO MERGER AND ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

"Purchaser"

COUNTRY COACH HOLDINGS LLC

By: Riley Investment Management LLC, its
Manager

By: 
Name: Bryant Riley
Title: Managing Member

"Merger Sub"

COUNTRY COACH MERGER LLC

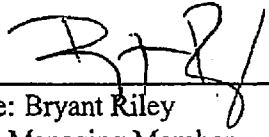
By: Country Coach Holdings LLC, its Manager

By: Riley Investment Management LLC, its
Manager

By: 
Name: Bryant Riley
Title: Managing Member

"Riley"

RILEY INVESTMENT MANAGEMENT, LLC

By: 
Name: Bryant Riley
Title: Managing Member

[SIGNATURE PAGE TO MERGER AND ASSET PURCHASE AGREEMENT]

"Seller"

NATIONAL R.V. HOLDINGS, INC.

By:  _____

Name: BRADLEY C. ALBRECHT

Title: PRESIDENT AND CEO

"Company"

COUNTRY COACH, INC.

By:  _____

Name: THOMAS J. MARTINI

Title: TREASURER

TRADEMARK

REEL: 003542 FRAME: 0058

Schedule 2.13

TRADEMARKS USED BY COUNTRY COACH, INC.

Attorney Ref.	Mark	Serial No.	Reg. No.	Status
116-004	LEGACY BY COUNTRY COACH	78/541,550		Abandoned
116-004.CA	LEGACY BY COUNTRY COACH			Abandoned
116-005	VIPER	78/559,731		Pending
116-006	RHAPSODY	78/556,315		Pending
116-006.CA	RHAPSODY	1,273,564		Pending
116-019	INSPIRE	76/601,209	2,988,809	Registered
116-019.CA	INSPIRE (Canada)	1,319,067		Pending
116-022	CC and Design	76/528,852	3,085,633	Registered
116-023	INSPIRE BY COUNTRY COACH	76/473,972		Abandoned
116-039	INTRIGUE BY COUNTRY COACH	74/466,085	1,906,457	Registered
116-043	AFFINITY BY COUNTRY COACH	74/373,740	1,861,387	Registered
116-044	MAGNA BY COUNTRY COACH	74/567,478	2,133,616	Registered
116-044.CA	MAGNA BY COUNTRY COACH (Canada)	737,281	TMA484,990	Registered
116-046	ALLURE BY COUNTRY COACH	74/490,361	1,980,048	Registered
116-048	COUNTRY COACH DESTINATIONS	74/677,300	2,048,241	Registered
116-049	DYNOMAX	76/280,620	2,527,543	Registered
116-049.CA	DYNOMAX (Canada)	1,127,310	1,127,310	Registered
116-051	LEXA	76/312,140	2,743,955	Registered

116-052	AFFINITY	78/472,903	3,011,203	Registered
116-052.CA	AFFINITY	1,319,068		Pending
116-053	COUNTRY COACH	73/450,876	1,304,924	Registered
116-053.CA	COUNTRY COACH	1,268,260		
116-056.CA	COUNTRY COACH LEGACY	1,268,819		Abandoned
116-057	INTRIGUE	78/690,152	3,120,537	Registered
116-057.CA	INTRIGUE	1,319,069		Pending
116-059	ALLURE	78/709,413	3,157,476	Registered
116-059.CA	ALLURE	1,319,070		Pending
116-060	TRIBUTE	78/728,262		Pending
116-060.CA	TRIBUTE	1,319,071		Pending