Form PTO-1594 (Rev. 07/05)  OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Off
· · · · · · · · · · · · · · · · · · ·	ORM COVER SHEET
The state of the s	ase record the attached documents or the new address(es) below.
Name of conveying party(les):	2. Name and address of receiving party(ies)
National RV Holdings, Inc.	Additional names, addresses, or citizenship attached? No Name: Rage n, Inc.
Individual(s) Association General Partnership Limited Partnership	Internal Address:
🗴 Corporation- State: Delaware	Street Address: 1320 Oleander Avenue
Other	City: Perris
Citizenship (see guidelines)	State: California
Additional names of conveying parties attached? Yes N	Country: U.S.A. Zip: 92571
	Ciuzenship
3. Nature of conveyance )/Execution Date(s):	General Partnership Citizenship
Execution Date(s) September 24, 2004	Limited Partnership Citizenship
X Assignment	X Corporation Citizenship California
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing REG. # 2,752,523 BLAZE N REG. # 2,740	B. Trademark Registration No.(s) 2,752,523 2,749,967 2,583,202 2,458,407  Additional sheet(s) attached?
REG.# 2,583,202 SPLASH REG.# 2,45	8,407 PALISADES
5. Name & address of party to whom correspondence concerning document should be mailed: Name: JOHN JOSEPH HALL	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.
Street Address: 1631 BEVERLY BOULEVARD	Authorized to be charged by credit card     Authorized to be charged to deposit account     Enclosed
City: LOS ANGELES	8. Payment Information:
State: CALIFORNIA Zip. 90026	a. Credit Card Last 4 Numbers 2006
Phone Number: (213) 250-11.45	Expiration Date 04/08
ax Number: (213) 250-7781	b. Deposit Account Number
Email Address:	Authorized User Name
Signature: Signature JOHN JOSEPH HALL	May 30, 2007 Date
Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 4
Documents to be recorded (Including cover sheet) Mail Stop Assignment Recordation Services, Discovers	should be faxed to (571) 273-0140, or mailes to

of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

**REEL: 003599 FRAME: 0609** 

WHEREAS, National RV Holdings, Inc., a Delaware corporation having a place of business at 3411 N. Perris Blvd., Perris, California 92571 ("Assignor"), owns and has used in its business the trademarks identified below which are registered in the United States Patent and Trademark Office on or in connection with the goods identified below as follows:

<u>Trademark</u>	Registration No.	Class	Registration Date
BLAZE'N	2,752,523	Recreational vehicles, namely, ramp trailers	August 19, 2003
RAGE'N	2,749,967	Recreational vehicles, namely tamp trailers, motor homes and travel homes	August 12, 2003
SPLASH	2,583,202	Recreational vehicles, namely motor homes and travel trailers	June 18, 2002
PALISADES	2,458,407	Travel trailers and fifth-wheel camping trailer vehicles	June 5, 2001

WHEREAS, Rage'n, Inc., a California corporation, having a place of business at 1320 Oleander Avenue, Perris, California 92571 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the said trademarks and registration and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Hundred Dollars (\$100.00), and other good and valuable consideration, including that specified in the Asset Purchase Agreement dated as of September 24, 2004 ("Asset Purchase Agreement") between Assignor and Assignee, the receipt and adequacy of which is hereby acknowledged:

- 1. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers unto Assignee, its successors or assigns, all of its right, title and interest in and to:
- a: the above trademarks, including without limitation the identified trademark registrations listed above and all renewals and extensions that may be granted thereon, together with all common-law rights and the goodwill of the business connected therewith;
- b. all rights, privileges and priorities provided under United States, state, foreign or multinational law, compact, treaty, protocol, convention or organization with respect to the foregoing, including the right to obtain renewals, extensions or other legal protections pertaining to same; and

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- c. the right to sue at law or in equity for any infringement, dilution or other unauthorized use or conduct in derogation of the foregoing occurring prior to the date of this Assignment, including the right to receive all proceeds and damages therefrom.
- 2. This Trademark Assignment is effective as of the date hereof. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further actions necessary to protect, vest and record good, valid and marketable title to the rights and interests assigned hereby in Assignee in all applicable agencies.
- 3. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.
- 4, If any provision of this Trademark Assignment or the application of such provision to any person or circumstance shall be invalid, illegal or unenforceable to any extent, then the remainder of this Trademark Assignment and the application of such remainder shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Trademark Assignment is made and entered into as of September 24, 2004.

National RV Holdings, Inc., a Delaware corporation

Bv:

Bradley Albrechtsen

President

Agreed and Accepted by:

Rage'n, Inc.,

a California corporation

By;

Mark Warmoth, President

RECORDED: 08/09/2007