

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
Aero Vehicles, L.L.C.		06/21/2007	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Polaris Industries, Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78575462	AERO	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172370300		
Email:	intead@bakerd.com		
Correspondent Name:	Stephanie A. Hale		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	977578/12 (POLARIS)		
NAME OF SUBMITTER:	Stephanie A. Hale		
Signature:	/sah/		

CH \$40.00 78575462

Date:

09/12/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS ("Assignment") is made as of this 21 day of June 2007, by Aero Vehicles, L.L.C., a limited liability company duly organized and existing under the laws of the State of Michigan, and having its principal place of business at 6301 Haggerty Road, Belleville, MICHIGAN 48111 ("Assignor"), to Polaris Industries Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 2100 Highway 55, Medina, MN 55340-9770 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor all of its operating assets, including, without limitation, certain intellectual property assets.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain intellectual property, namely common law trademarks MAXIMIZE YOUR DRIVE and AERO; as well as US Pending Trademark Application "AERO (Stylized)" (Serial No. 78/575,462) (collectively, the "Marks").

WHEREAS, in accordance with the Agreement, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in and to and the Marks, and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks, including the applications for each of the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights assigned pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to the principles of conflicts of laws thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

AERO VEHICLES, L.L.C.

[Signature]
Ted Mills
Authorized Signer

STATE OF Michigan)
)
COUNTY OF Wayne)

Before me, a Notary Public, in and for said County and State, personally appeared Ted Mills known to me to be the Authorized Signer of Aero Vehicles, L.L.C., a Michigan limited liability company, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 22 day of June 2007.

[Signature]
Notary Public - Signature

Printed Name: Therese M. Thomas

My Commission Expires:

12-17-2011

My County of Residence:

Wayne

THERESE M. THOMAS
Notary Public, State of Michigan
County of Wayne
My Commission Expires 12-17-2011
Acting in the county of Wayne

