

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																											
<b>NATURE OF CONVEYANCE:</b>	Bankruptcy Court Order Granting Sale of Certain Intellectual Property Free and Clear of Liens, Claims, Encumbrances and Interests																											
<b>CONVEYING PARTY DATA</b>																												
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900117953

**TRADEMARK**  
**REEL: 003867 FRAME: 0063**

Serial Number:	77198634	TELESLIDE
Serial Number:	77318492	DURAHULL
Serial Number:	77318496	DURAPOD
Serial Number:	78545213	DURASLIDE
Serial Number:	78664699	SEA BREEZE
Serial Number:	78738542	PACIFICA

#### CORRESPONDENCE DATA

Fax Number: (574)239-1900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: sbteas@bakerd.com

Correspondent Name: Gerard T. Gallagher

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Address Line 2: Suite 1400

Address Line 4: South Bend, INDIANA 46601

ATTORNEY DOCKET NUMBER:	MONACO.TRADEMARKS
NAME OF SUBMITTER:	Gerard T. Gallagher
Signature:	/Gerard T. Gallagher/
Date:	10/08/2008

#### Total Attachments: 5

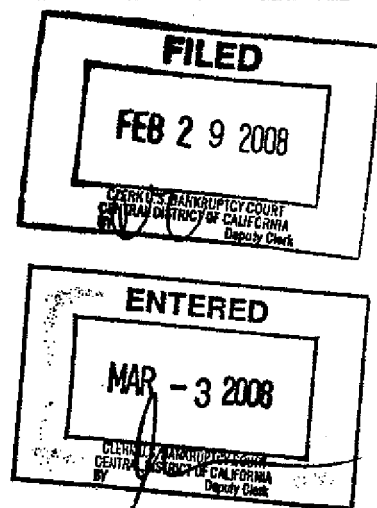
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Bankruptcy Counsel for  
Debtors and Debtors In Possession

Debtors' Mailing Address  
3411 N. Perris Blvd.  
Perris, CA 92571

National R.V. Holdings, Inc.'s Tax I.D. #XX-XXX-1079  
National R.V., Inc.'s Tax I.D. #XX-XXX-5022

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
RIVERSIDE DIVISION**

In re  
NATIONAL R.V. HOLDINGS, INC., a  
Delaware corporation; NATIONAL R.V.,  
INC., a California corporation,  
  
Debtors.

Case No.: 6:07-17941-PC  
Chapter 11  
Jointly Administered with Case No.:  
  
6:07-17937-PC

**ORDER GRANTING MOTION (1) TO  
AUTHORIZE THE DEBTORS TO ENTER  
INTO AUCTION AGREEMENT WITH  
BIDITUP AUCTIONS WORLDWIDE, INC.,  
(2) TO APPROVE SALE OF CERTAIN  
TANGIBLE PERSONAL PROPERTY AND  
THE RIGHTS, TITLE AND INTERESTS OF  
THE DEBTORS IN CERTAIN  
INTELLECTUAL PROPERTY FREE AND  
CLEAR OF LIENS, CLAIMS,  
ENCUMBRANCES AND INTERESTS  
PURSUANT TO SUCH AUCTION  
AGREEMENT; AND (3) FOR OTHER  
RELATED RELIEF**

**Hearing**

Date: February 29, 2008  
Time: 10:30 a.m.  
Place: Courtroom 303  
U.S. Bankruptcy Court  
3420 Twelfth Street  
Riverside, CA 92501

KLEE, TUCHIN, BOGDANOFF & STERN LLP  
1999 AVENUE OF THE STARS, 39TH FLOOR  
LOS ANGELES, CALIFORNIA 90067-6049  
TELEPHONE: (310) 407-4000

1 On February 29, 2008, the Court held a hearing on the *Motion (1) to Authorize the*  
2 *Debtors to Enter Into Auction Agreement with BIDITUP Auctions Worldwide, Inc., (2) to*  
3 *Approve Sale of Certain Tangible Personal Property and the Rights, Title and Interests of the*  
4 *Debtors in Certain Intellectual Property Free and Clear of Liens, Claims, Encumbrances and*  
5 *Interests Pursuant to Such Auction Agreement and (3) for Other Related Relief* [Docket #255]  
6 (the "Motion"),<sup>1</sup> filed by National R.V. Holdings, Inc. and National R.V., Inc., the debtors and  
7 debtors in possession in the above-captioned chapter 11 cases (the "Debtors"). Appearances  
8 were noted on the record.

9 The Court has considered the Motion, the accompanying Memorandum of Points and  
10 Authorities, the accompanying *Declaration of Bruce Cox Conklin, Jr.*, the accompanying  
11 *Declaration of Steven Mattes*, the *Declaration of Thomas J. Martini in Support of First-Day*  
12 *Motions* [Docket #18], the objections to the Motion (if any), the record in these cases, the  
13 arguments and representations of counsel, and any oral or documentary evidence presented at or  
14 prior to the time of the hearing on the Motion.

15 Based on this review and consideration, the Court finds that: (1) notice of the Motion  
16 was adequate and appropriate, and no further or other notice need be given; (2) the legal and  
17 factual bases set forth in the Motion establish good and sufficient cause to grant the relief  
18 requested, (3) the Debtors sufficiently marketed the opportunity to conduct an auction of the  
19 Property, and no further or other marketing is necessary under the circumstances; (4) the relief  
20 sought in Motion is in the best interest of the estates, (5) BIDITUP Auctions Worldwide, Inc.  
21 ("BIDITUP") is "disinterested" as that term is defined in section 101 of the Bankruptcy Code  
22 and does not hold or represent an interest adverse to the Debtors or their estates; and (6) other  
23 good and sufficient cause exists to grant the the relief sought in the Motion.

24  
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27  
28 <sup>1</sup> Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Motion.

**THEREFORE, IT HEREBY IS ORDERED THAT:**

1. The relief sought in the Motion shall be, and is hereby, **GRANTED**.

2. The Debtors shall be, and are hereby, authorized to enter into an agreement with BIDITUP in substantially the same form as attached hereto as Exhibit "1" (the "Auction Agreement").

3. The Debtors and BIDITUP shall be, and are hereby, authorized to (a) conduct the Sale (including the Public Auction) on the Premises (as defined in the Auction Agreement) and (b) take any and all actions necessary or desirable to implement the terms and comply with the conditions of the Auction Agreement and each of the transactions contemplated hereby and thereby.

4. The Debtors shall be, and are hereby, authorized pursuant to Bankruptcy Code section 363(b) to sell any, some and/or all of the Property (including, for the avoidance of any doubt, any chassis that is subsequently added to the definition of Property in place of a chassis in the definition of Property); and any such sale shall be, and is hereby, deemed to be a sale of such Property "as is," "where is" and as a "final sale", without any representations of any kind or nature except as expressly provided for in the Auction Agreement; and which sale shall be, and is hereby, free and clear of any and all liens, claims and interests, with any and all such liens, claims and interests to attach to the proceeds from the sale of any such Property with the same validity and priority existing as of the petition date, provided, however, (a) any lien, claim or interest of Freightliner Custom Chassis Corporation on the chassis with VIN #4UZAB2DT38CZ76519 (and any accessions thereto) shall not attach to any proceeds from the sale of the Property and (b) notwithstanding anything to the contrary in this Order, if any, any and all liens, claims and interests in favor of Fritts Ford, if any, on any Fritts Chassis for which payment remains due and owing shall attach to the proceeds from the Sale in an amount not to exceed 60% of the Debtors' acquisition cost of such chassis.

5. Notwithstanding anything to the contrary in the Leases or applicable non-bankruptcy law, if any, each of the cranes on the Premises shall be, and is hereby, deemed to be an asset of the Debtors and their estates and included in the definition of Property, with the

1 Debtors and BIDITUP to retain the proceeds thereof in accordance with the terms of the Auction  
2 Agreement.

3         6. Notwithstanding anything to the contrary in the Leases or applicable non-  
4 bankruptcy law, if any, in the event that the Debtors or BIDITUP remove any, some or all of the  
5 cranes from the Premises and such removal results in damage to the Premises (and such damage  
6 is not repaired in a manner reasonably acceptable to First Industrial), First Industrial shall be,  
7 and is hereby, deemed to have an administrative claim against the Debtors and their estates in an  
8 amount equal to the reasonable and actual costs incurred by First Industrial which are reasonably  
9 necessary to repair any such damage (regardless of whether it would otherwise be entitled to  
10 administrative claim status under the Bankruptcy Code). Except as expressly provided herein,  
11 nothing in this Order shall be deemed to be a determination concerning the amount or priority of  
12 any claim or obligation under the Leases, for which the Debtors (including their estates), First  
13 Industrial and BIDITUP reserve all rights.

14         7. No fixtures owned by First Industrial shall be sold at the Public Auction including,  
15 without limitation, any electrical panels, power distribution boxes, utility installations, electrical  
16 transformers (whether attached to the cranes or the walls or anywhere else), and the Debtors and  
17 BIDITUP shall make reasonable best efforts to make representatives available to First Industrial  
18 in order to walk through the Premises and identify the fixtures which the Debtors intend to sell.  
19 If First Industrial contends it has an ownership interest in any such fixtures, this Court shall have  
20 the exclusive jurisdiction to resolve any such dispute and the Debtors and First Industrial shall  
21 each be deemed to have waived any right to object to any request (by the other) to have such  
22 dispute heard on shortened notice.

23         8. As soon as is practicable (but in any event prior to the commencement of the  
24 Public Auction), BIDITUP shall provide First Industrial with a certificate of insurance for the  
25 BIDITUP Insurance (as defined in the Auction Agreement), which names First Industrial and the  
26 Debtors as additional insureds and in amounts that are no less than One Million Dollars  
27 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

28         9. The Debtors shall be, and are hereby, authorized *nunc pro tunc* to advance

1 \$50,000 to fund BIDITUP's reasonable, out-of-pocket expenses relating to the marketing and  
2 other preparations for the Sale (including the Public Auction) arising prior to the entry of this  
3 Order (and defined in the Auction Agreement as the "Pre-Order Expenses"), with the Debtors to  
4 be reimbursed for such advance in accordance with the terms of the Auction Agreement.

5 10. BIDITUP shall be, and is hereby, entitled to retain the proceeds from the Sale in  
6 the amounts (but subject to the terms and conditions) set forth in the Auction Agreement,  
7 without further application to or order from this Court, in satisfaction of a first priority, non-  
8 discountable administrative services fee.

9 11. The Debtors shall be, and are hereby, authorized under section 363 of the  
10 Bankruptcy Code (with the consent of the Official Committee of Unsecured Creditors) and  
11 entitled to bid on the Property at the Public Auction. If and to the extent the Debtors acquire any  
12 Property at the Public Auction, BIDITUP shall be, and is hereby, entitled to a first priority, non-  
13 discountable administrative claim against the Debtors' estates for the purchase price amount;  
14 provided, however, notwithstanding the existence of such administrative claim, the Debtors shall  
15 be entitled to receive the proceeds from any such sale in the amounts contemplated in the  
16 Auction Agreement.

17 12. This Order and the Auction Agreement shall be binding upon the Debtors, all  
18 creditors of the Debtors, and any trustees appointed in these proceedings or any trustees  
19 appointed in any subsequent proceedings under chapter 7 or chapter 11 of the Bankruptcy Code  
20 relating to the Debtors.

21 13. The provisions of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure  
22 staying the effectiveness of this Order are hereby waived, and this Order shall be effective  
23 immediately upon entry thereof.

24  
25 DATED: February 29, 2008



THE HONORABLE PETER H. CARROLL  
UNITED STATES BANKRUPTCY JUDGE