TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, DBA CMA BUSINESS CREDIT SERVICES		07/21/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	INDIAN MOTORCYCLE INTERNATIONAL, LLC
Street Address:	8161 15TH STREET EAST
City:	SARASOTA
State/Country:	FLORIDA
Postal Code:	34243
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76108140	SCOUT

CH $40.00 76108140

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6538
Email: rlal@mofo.com, mwadsworth@mofo.com, lsimpson@mofo.com
Correspondent Name: Jennifer Lee Taylor
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	58412-24016.00
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/

Date:	04/15/2009

Total Attachments: 2
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EXHIBIT "B"

ASSIGNMENT OF TRADEMARKS

WHEREAS, CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, a California corporation doing business as CMA Business Credit Services ("Assignor"), with principal offices located at 40 E. Verdugo Avenue, Burbank, California 91502-1931, as Assignee for the Benefit of Creditors of Indian Motorcycle Company, IMCOA Holdings America, Inc., and IMCOA Licensing America, Inc. ("IMCOA") is the owner of all rights, title and interest (including, without limitation, all intellectual property rights) in and to all of the property of IMCOA of every kind and nature and wherever situated and assigned to Assignor pursuant to that certain General Assignment between Assignor and IMCOA dated May 12, 2004, including, without limitation, the trademark and service mark applications and registrations set forth in Exhibit A hereto (collectively, the "Assigned Assets"); and

WHEREAS, Assignor and Indian Motorcycle International, LLC, a Delaware limited liability company ("Assignee"), have entered into a certain Asset Purchase Agreement, dated as of July 21, 2004 (the "APA"), pursuant to which Assignee acquired the Purchased Assets (as defined in the APA) (including, without limitation, any and all intellectual property rights of IMCOA);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the APA, Assignor hereby assigns, grants, transfers and conveys to Assignee, its successors and assigns all of its right, title and interest throughout the world in and to the Assigned Assets (including, without limitation, all copyrights, patents, trademarks, tradenames, service marks, trade secrets, domain names, product designs, product licensing agreements, and other intellectual property rights and all other rights in the Assigned Assets that may now or hereafter be vested), together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Assigned Assets; and to settle and retain proceeds from any such actions). Upon Assignee's reasonable request and at Assignee's expense, Assignor will take such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Assets. Notwithstanding anything else to the contrary, assignment by Assignor of any agreement with any third party (including, without limitation, any license) pursuant to this Agreement or the APA is subject to and contingent upon Assignor having the right and necessary consents to assign such agreement.

This assignment agreement and the APA constitute the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

IN WITNESS THEREOF, the Assignor has duly executed this document by the name of its duly authorized officer, as of July 21, 2004.

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, a California corporation doing business as CMA Business Credit Services, as Assignee for the Benefit of Creditors of Indian Motorcycle Corporation, Indian Motorcycle Company, IMCOA Holdings America, Inc., and IMCOA Licensing America, Inc.

By: _____
Robert J. Hoder
Secretary

By: _____
David Macomber
Vice President and CFO

- EXHIBIT "B" -

COI-1277315v13