

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleetwood Enterprises, Inc.		05/29/2009	CORPORATION: DELAWARE
Gold Shield of Indiana, Inc.		05/29/2009	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	AIP RV Acquisition Company LLC
Street Address:	535 Fifth Avenue, 32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3481620	AMERICAN ALLEGIANCE
Registration Number:	2903920	AMERICAN COACH
Registration Number:	1759144	AMERICAN EAGLE
Registration Number:	2318980	AMERICAN HERITAGE
Registration Number:	2101571	AMERICAN TRADITION
Registration Number:	1407614	BOUNDER
Registration Number:	1438547	BOUNDER
Registration Number:	2739788	CLUB FLEETWOOD
Registration Number:	3310698	DISCOVERY
Registration Number:	2963793	DRIVEN TO EXPLORE
Registration Number:	2522953	EXPEDITION
Registration Number:	2705159	FIESTA
Registration Number:	1673389	FLAIR

CH \$865.00 3481620

Serial Number:	77396818	FLEETWOOD FINANCIAL SERVICES
Registration Number:	2855783	FLEETWOOD FIRST
Registration Number:	3031201	F
Registration Number:	3412315	ICON
Registration Number:	1584545	IMAGE BRITE
Registration Number:	0983735	JAMBOREE
Registration Number:	1521717	JET STREAM
Registration Number:	0887034	PACE ARROW
Serial Number:	77470695	POWER BRIDGE CHASSIS
Registration Number:	3095256	POWER PLATFORM
Registration Number:	2733217	PROVIDENCE
Registration Number:	3415222	PULSE
Serial Number:	77651105	QUEST
Registration Number:	2715631	REVOLUTION
Registration Number:	1020474	SOUTHWIND
Registration Number:	2823804	SSQV
Registration Number:	2668820	STORM
Registration Number:	2828834	TERRA
Registration Number:	0940353	TIOGA
Registration Number:	2602359	TUFF COAT
Registration Number:	2994009	UP & RUNNING

CORRESPONDENCE DATA

Fax Number: (866)947-1121
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 585-263-1000
Email: nytm@nixonpeabody.com
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP
Address Line 1: 1100 Clinton Square
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	52202/5
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	08/03/2009

Total Attachments: 9

TRADEMARK
REEL: 004035 FRAME: 0968

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ASSET PURCHASE AGREEMENT

between

FLEETWOOD ENTERPRISES, INC., as ParentCo and a Seller

and

AIP RV ACQUISITION COMPANY LLC, as the Purchaser

and

THE OTHER SELLERS LISTED ON THE SIGNATURE PAGE HERETO

Dated as of May 29, 2009

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of May 29, 2009, by and between Fleetwood Enterprises, Inc., a Delaware corporation ("ParentCo") and each of its subsidiaries listed on the signature pages hereto (together with ParentCo, each a "Seller" and collectively the "Sellers"), and AIP RV Acquisition Company LLC, a Delaware limited liability company (the "Purchaser"). Capitalized terms used are defined or cross-referenced in Section 8.1.

Recitals

WHEREAS, on March 10, 2009 (the "Petition Date"), ParentCo and certain of its Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Central District of California, Riverside Division (the "Bankruptcy Court"). ParentCo's bankruptcy case is being jointly administered with those of certain of its Affiliates under Case No. 09-14254-MJ (such case, together with all cases so jointly administered, being collectively referred to herein as the "Bankruptcy Case").

WHEREAS, the Sellers are engaged in activities relating to the design, manufacture, marketing, distribution and sale of motorized recreational vehicles and related parts and services thereto and the RV Supply Business (the "Business");

WHEREAS, the Purchaser desires to purchase certain assets of the Sellers and to assume certain liabilities of the Sellers, and the Sellers desire to sell such assets to the Purchaser and to assign such liabilities to the Purchaser, all on the terms and conditions set forth in this Agreement and in accordance with sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code;

WHEREAS, the Transferred Assets will be sold free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to an order of the Bankruptcy Court approving such sale under section 363 of the Bankruptcy Code, and such sale will include the assumption by the Seller and concurrent assignment to the Purchaser of the Assumed Contracts under section 365 of the Bankruptcy Code and the terms and conditions of this Agreement; and

WHEREAS, the Sellers desire to sell the Transferred Assets and to assign the Assumed Contracts to further its reorganization efforts and to enable it to consummate a plan of reorganization in the Bankruptcy Case.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

ARTICLE I. PURCHASE AND SALE

Section 1.1. Assets to Be Transferred.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to the Purchaser free and clear of all Encumbrances (except for Permitted Encumbrances), and the Purchaser shall purchase, assume and accept from the Sellers, all of Sellers' right, title and interest in and to all of the Sellers' properties, assets and rights (including indirect and other forms of beneficial ownership) which are used in or otherwise necessary for the conduct of the Business (except in the cases of telephone numbers, IT Systems and Computer Software, the transfer of which shall be solely subject to Sections 1.1(a)(ix), 1.1(a)(xii) and 1.1(a)(xiii) and Section 4.6(c)) or as otherwise set forth below, other than the Excluded Assets (such rights, title and interests in and to such assets, properties and rights, being collectively referred to herein as the "Transferred Assets"), in accordance with, and with all of the protections afforded by, sections 363 and 365 of the Bankruptcy Code, including all of the following to the extent used in or otherwise necessary for the conduct of the Business:

(i) all Contracts listed on or described in Schedule 1.1(a)(i) (the "Assumed Contracts");

(ii) all leasehold, if any, and other interests in the real property listed on or described in Schedule 1.1(a)(ii), comprising the properties known as Plant 43, Plant 44, Plant 52, Plant 90 and Plant 91, together in each case with the Seller's right, title and interest in and to all structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to the foregoing (the "Transferred Real Property");

(iii) all Intellectual Property, to the extent assignable or otherwise transferable, (including all of the Intellectual Property listed on or described in Schedule 1.1(a)(iii) but excluding all of the Shared IP), together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof (in each case, other than (A) Claims asserted by a Seller prior to the Closing Date and (B) counterclaims with respect to a Claim asserted against a Seller prior to the Closing Date) and any and all corresponding rights that, now or hereafter, may be secured throughout the world) and all copies and tangible embodiments of any such Intellectual Property in the Sellers' possession or control (collectively, the "Transferred IP");


(iv) all leasehold improvements, if any, all machinery, equipment, parts, spare parts, vehicles and similar tangible personal property, all tooling (including all tooling and "old" molds for former models), fixtures, trade fixtures, wherever located, including, without limitation, all such items which are located in any building, warehouse, office or other space leased, owned or occupied by Sellers, including all machinery and equipment located at Plant 47 and including each of the foregoing that is set forth on Schedule 1.1(a)(iv) (the "Equipment");

(v) all furniture, furnishings, office equipment (including owned computer equipment and hardware) and supplies (office, production or otherwise) and similar tangible personal property, wherever located, including, without limitation, all such items which are located in any building, warehouse, office or other space leased, owned or occupied by


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

SELLERS:


FLEETWOOD ENTERPRISES, INC.

By: 
Name: Elden L. Smith
Title: President & CEO


FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.

By: 
Name: Elden L. Smith
Title: President & CEO

FLEETWOOD MOTOR HOMES OF INDIANA, INC.

By: 
Name: Elden L. Smith
Title: President & CEO

GOLD SHIELD OF INDIANA, INC.

By: 
Name: Elden L. Smith
Title: President & CEO

PURCHASER:

AIP RV ACQUISITION COMPANY LLC

By: _____
Name:
Title:

SIGNATURE PAGE
TO
ASSET PURCHASE AGREEMENT

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

SELLERS:

FLEETWOOD ENTERPRISES, INC.

By: _____
Name:
Title:

FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.

By: _____
Name:
Title:

FLEETWOOD MOTOR HOMES OF INDIANA, INC.


By: _____
Name:
Title:

GOLD SHIELD OF INDIANA, INC.

By: _____
Name:
Title:

PURCHASER:

AIP RV ACQUISITION COMPANY LLC

By:  _____
Name:
Title:

SIGNATURE PAGE
TO
ASSET PURCHASE AGREEMENT





Schedule 1.1(a)(iii)

Transferred IP

(* subject to Co-Existence Agreement)

TRADEMARKS

MARK	STATUS	FILED	SERIAL NO.	REG. NO.	REG. DATE	MARK INFORMATION
AMERICAN ALLEGIANCE	REGISTERED	4/16/2007	77/157794	3481620	8/5/2008	MOTOR HOME NAME
AMERICAN COACH	REGISTERED	4/17/2003	78/238659	2903920	11/16/2004	MOTOR HOME NAME
AMERICAN EAGLE	REGISTERED	11/7/1990	74/113288	1759144	3/16/1993	MOTOR HOME NAME
AMERICAN HERITAGE	REGISTERED	1/15/1999	75/621308	2318980	2/15/2000	MOTOR HOME NAME
AMERICAN TRADITION	REGISTERED	10/17/1996	75/185210	2101571	9/30/1997	MOTOR HOME NAME
BOUNDER	REGISTERED	2/6/1986	73/581502	1407614	9/2/1986	MOTOR HOME NAME
 BOUNDER (LOGO)	REGISTERED	2/6/1986	73/581504	1438547	5/5/1987	MOTOR HOME LOGO
CLUB FLEETWOOD	REGISTERED	3/21/2002	76/386,073	2739788	7/22/2003	PROVIDING CONSUMER INFORMATION TO THE OWNERS OF APPLICANT'S RECREATIONAL VEHICLES IN FIELDS SUCH AS MEMBERSHIP, GENERAL MERCHANDISE AND APPAREL DISCOUNTS, INSURANCE, MAIL FORWARDING SERVICES, CAMPGROUNDS, LOCAL, STATE AND REGIONAL RECREATIONAL VEHICLE EVENTS AND RALLIES, AND STATE RULES AND REGULATIONS RELATING TO RESIDENCY AND VOTER AND VEHICLE REGISTRATION.
DISCOVERY	REGISTERED	6/12/2007	77/047913	3310698	10/16/2007	MOTOR HOME NAME
DRIVEN TO EXPLORE (FLEETWOOD RV TAGLINE)	REGISTERED	5/4/2004	76/590,404	2963793	6/28/2005	RECREATIONAL VEHICLES - NAMELY, TRAVEL TRAILERS, MOTOR HOMES AND FOLDING CAMPING TRAILERS
EXCURSION	USED					MOTOR HOME NAME
EXPEDITION	REGISTERED	1/9/1998	75/417360	2522953	12/25/2001	MOTOR HOME NAME
FIESTA	REGISTERED	10/10/2000	76/143426	2705159	4/8/2003	MOTOR HOME NAME
FLAIR	REGISTERED	4/24/1991	74/160403	1673389	1/28/1992	MOTOR HOME NAME

FLEETWOOD FINANCIAL SERVICES	PENDING	2/14/2008	77/396,818			WHOLESALE AND RETAIL FINANCING PROGRAMS FOR RECREATIONAL VEHICLES
 FFS LOGO	USED					USED LOGO
FLEETWOOD FIRST	REGISTERED	7/17/2003	76/531,485	2855783	6/22/2004	EDUCATIONAL SERVICES - TRAINING PROGRAM FOR RV SALESPERSONS
FLEETWOOD RV*	REGISTERED	6/21/2000	76/074,419	2619632	9/17/2002	RECREATIONAL VEHICLES INCLUDING MOTOR HOMES AND TRAVEL TRAILERS
 F (FLEETWOOD SHIELD LOGO) *	REGISTERED	6/16/2004	76/597,681	3,031,201	12/20/2005	RECREATIONAL VEHICLES - NAMELY, TRAVEL TRAILERS, MOTOR HOMES AND FOLDING CAMPING TRAILERS, AND MANUFACTURED HOMES
 GOLD SHIELD (LOGO)	USED					USED BUSINESS LOGO
ICON	REGISTERED	1/12/2007	77/082328	3412315	4/15/2008	MOTOR HOME NAME
IMAGE BRITE	REGISTERED	7/26/1989	73/814958	1584545	1/24/1989	BACKLIGHTED CAB ROOF FAIRING FOR TRUCKS
JAMBOREE	REGISTERED	7/2/1973	72/461946	0983735	5/14/1974	MOTOR HOME NAME
JAMBOREE (CANADA)	REGISTERED	4/1/1977	0409070	TMA230534	9/29/1978	MOTOR HOME NAME
JAMBOREE SPORT	USED					MOTOR HOME NAME
 JET STREAM	REGISTERED	4/11/1988	73/721589	1521717	2/27/1990	AERODYNAMIC AIR SYSTEM FOR TRUCKS, NAMELY - ROOF FAIRINGS, CAB EXTENSIONS AND FAIRING EXTENSIONS
 (LOGO)	USED					USED LOGO
LIBERTY CHASSIS	USED					USED CHASSIS NAME
 PACE ARROW (& DESIGN)	REGISTERED	2/8/1968	72/290657	0887034	3/3/1970	MOTOR HOME LOGO
PACE ARROW (CANADA)	REGISTERED	10/25/1973	0369211	TMA201303	8/23/1974	MOTOR HOME NAME

POWER BRIDGE CHASSIS	PENDING	5/9/2008	77/470695			CHASSIS FOR A MOTOR HOME SOLD AS AN INTEGRAL COMPONENT THEREOF
POWER PLATFORM	REGISTERED	3/16/2005	78/589295	3095256	5/23/2006	MOTOR HOMES (CHASSIS)
PROVIDENCE	REGISTERED	1/3/2002	76/354384	2733217	7/1/2003	MOTOR HOME NAME
PULSE	REGISTERED	1/12/2007	77/082311	3415222	4/22/2008	MOTOR HOME NAME
QUEST	PENDING	1/16/2009	77/651105			MOTOR HOME NAME
REVOLUTION	REGISTERED	7/16/2002	76/431921	2715631	5/13/2003	MOTOR HOME NAME
SOUTHWIND	REGISTERED	6/4/1974	73/023287	1020474	9/16/1975	MOTOR HOME NAME
SOUTHWIND (CANADA)	REGISTERED	4/1/1977	0409071	TMA230535	9/29/1978	MOTOR HOME NAME
SSQV	REGISTERED	9/28/2001	76/318910	2823804	3/16/2004	MOTOR HOMES
STORM	REGISTERED	2/14/2002	76/370594	2668820	12/31/2002	MOTOR HOME NAME
TERRA	REGISTERED	10/10/2000	76/143327	2828834	4/6/2004	MOTOR HOME NAME
TIOGA	REGISTERED	2/3/1972	72/414439	0940353	8/8/1972	MOTOR HOME NAME
TIOGA (CANADA)	REGISTERED	5/3/1972	0352938	TMA189487	3/23/1973	MOTOR HOME NAME
TIOGA RANGER	USED					MOTOR HOME NAME
TUFF COAT	REGISTERED	9/19/2000	76/131263	2602359	7/30/2002	MOTOR HOME NAME
UP & RUNNING	REGISTERED	7/16/2004	76/602,652	2994009	9/13/2005	EXPEDITED DELIVERY PROGRAM FOR EMERGENCY PARTS FOR RECREATIONAL VEHICLES

MISCELLANEOUS ASSOCIATED UNREGISTERED LOGOS, EXAMPLES INCLUDE:



DOMAIN NAMES

DOMAIN NAME	EXPIRATION	OWNER	INFORMATION
americancoach.com	6/3/2015	Fleetwood Enterprises Inc.	Motor Homes
driventoexplore.com	10/16/2009	Fleetwood Enterprises Inc.	RV
fleetwoodfirst.com	6/6/2011	Fleetwood Enterprises Inc.	RV

fleetwoodrv-dealers.com	6/4/2010	Fleetwood Enterprises Inc.	RV
fleetwoodrv.com	3/5/2016	Fleetwood Enterprises Inc.	RV
fleetwoodrvdealers.com	10/16/2009	Fleetwood Enterprises Inc.	RV
fleetwoodrvs.com	10/4/2009	Fleetwood Enterprises Inc.	RV
fleetwoodrvservice.com	6/28/2011	Fleetwood Enterprises Inc.	RV
fleetwoodservice.com	6/28/2011	Fleetwood Enterprises Inc.	RV
goldshield.com	8/7/2013	Fleetwood Enterprises Inc.	Gold Shield

PATENTS

PATENT NAME	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS	DIVISION
MOTOR HOME FLOOR STRUCTURE (BOUNDER)	515323	8/5/1986	CA 1282095	3/26/1991	Abandoned	Motor Homes
SHELF STRUCTURE FOR USE IN MOVING VEHICLES	07/397,018	8/22/1989	5,020,448	6/4/1991	Abandoned	RV
MOTOR HOME OR TRAILER BODY CONSTRUCTIONS	07/669,924	3/15/1991	5,218,792	6/15/1993	Registered	Motor Homes
SLIDABLE ROOM ASSEMBLY FOR RV	07/694,122	5/1/1991	5,237,782	8/24/1993	Abandoned	RV
COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	07/730,547	7/16/1991	5,172,519	12/22/1992	Abandoned	RV
ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	07/944,844	9/14/1992	5,249,837	10/5/1993	Registered	Gold Shield
METHOD OF MAKING A COMPARTMENT DOOR FOR RECREATIONAL VEHICLES	07/963,591	10/20/1992	5,222,287	6/29/1993	Abandoned	RV
ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	2102713	8/24/1993	CA 2104713	11/12/1996	CANADIAN Registered	Gold Shield
ADJUSTABLE HEIGHT FAIRING WITH TRANSLATABLE UPPER FAIRING MEMBER	9305463	9/7/1993	183,688	1/8/1997	MEXICAN Registered	Gold Shield
MOTOR HOME CONSTRUCTION (POWER PLATFORM)	08/270,141	7/1/1994	5,501,504	3/26/1996	Registered	Motor Homes
FLOOR AND SIDE WALL CONNECTORS	08/280,600	7/26/1994	5,553,906	9/10/1996	Registered	Motor Homes
FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	D/030,397	10/28/1994	D367,246	2/20/1996	Registered	Motor Homes
REAR ASSEMBLY FOR A MOTOR HOME (SOUTHWIND)	D/030,398	10/28/1994	D367,247	2/20/1996	Registered	Motor Homes
CONVERTIBLE TABLE CONFIGURABLE BETWEEN EXPANDED AND COMPRESSED POSITIONS	08/428,030	4/25/1995	5,588,377	12/31/1996	Abandoned	RV
REAR ASSEMBLY FOR A MOTOR HOME	D/038,506	5/5/1995	D368,449	4/2/1996	Registered	Motor Homes
FRONT CAP AND HOOD ASSEMBLY FOR A MOTOR HOME	D/038,507	5/5/1995	D368,677	4/9/1996	Registered	Motor Homes
FRONT CAP (DISCOVERY)	D/056,968	7/12/1996	D384,915	10/14/1997	Registered	Motor Homes
FRONT CAP (FLAIR)	D/056,967	7/12/1996	D388,745	1/6/1998	Registered	Motor Homes
FRONT CAP (BOUNDER)	D/056,969	7/12/1996	D383,420	9/9/1997	Registered	Motor Homes
FOLDING VEHICLE BED ASSEMBLY	09/272,891	3/19/1999	6,212,710	4/10/2001	Abandoned	RV
MOLDED UNITARY FRONT CAP FOR A MOTOR HOME	09/369,814	8/6/1999	6,183,034	2/6/2001	Abandoned	Motor Homes