

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                           | Formerly | Execution Date | Entity Type                         |
|--------------------------------|----------|----------------|-------------------------------------|
| AIP RV Acquisition Company LLC |          | 07/17/2009     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                              |
|------------------------|------------------------------|
| <b>Name:</b>           | Fleetwood RV, Inc.           |
| <b>Street Address:</b> | 535 Fifth Avenue, 32nd Floor |
| <b>City:</b>           | New York                     |
| <b>State/Country:</b>  | NEW YORK                     |
| <b>Postal Code:</b>    | 10017                        |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE        |

**PROPERTY NUMBERS Total: 32**

| 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 \$815.00 3481620**

|                      |          |                              |
|----------------------|----------|------------------------------|
| Serial Number:       | 77396818 | FLEETWOOD FINANCIAL SERVICES |
| Registration Number: | 2855783  | FLEETWOOD FIRST              |
| Registration Number: | 3031201  | F                            |
| Registration Number: | 3412315  | ICON                         |
| Registration Number: | 0983735  | JAMBOREE                     |
| 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: 3  
source=Fleetwood - APA Assignment#page1.tif  
source=Fleetwood - APA Assignment#page2.tif  
source=Fleetwood - APA Assignment#page3.tif

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of July 17, 2009 by and among AIP RV Acquisition Company LLC, a Delaware limited liability company (the "Assignor"), and Fleetwood RV, Inc., a Delaware corporation (the "RV Assignee") and Goldshield Fiberglass, Inc., a Delaware corporation (the "GS Assignee", and together with the RV Assignee, collectively, the "Assignees").

### RECITALS

WHEREAS, Assignor entered into an Asset Purchase Agreement with Fleetwood Enterprises, Inc., a Delaware corporation ("Fleetwood"), and certain Fleetwood subsidiaries listed on the signature pages thereto, dated as of the May 29, 2009 (the "APA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the APA.

WHEREAS, pursuant to the terms of the APA, Assignor may assign, in whole or in part, any of its rights and obligations under the APA to any Affiliate (whether wholly owned or otherwise) of Assignor; provided, that (i) Assignor remains bound by its agreements and obligations under the APA and (ii) the Affiliate or Affiliates agree in writing to be bound by all of the agreements and obligations of Assignor under the APA.

WHEREAS, Assignor desires to assign, convey and transfer all of its rights, title, interest and obligations under the APA to Assignees, and Assignees desire to accept the assignment, conveyance or transfer of such rights and obligations from Assignor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Assignor and Assignees hereby agree as follows:

### AGREEMENT

1. Assignment.

(a) Assignor hereby assigns and transfers to RV Assignee all of Assignor's rights, title, interest and obligations in, to and under the APA, that relate to the design, manufacture, marketing, distribution and sale of motorized recreational vehicles and related parts and services (the "Motor Homes Business"). RV Assignee hereby accepts and assumes all such rights, title, interest and obligations to the Motor Homes Business as contemplated under the APA.

(b) Assignor hereby assigns and transfers to GS Assignee all of Assignor's rights, title, interest and obligations in, to and under the APA, that relate to the RV Supply Business. GS Assignee hereby accepts and assumes all such rights, title, interest and obligations to the RV Supply Business as contemplated under the APA. .

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. As conditions to the execution of this Assignment, Assignor hereby agrees to remain bound by its agreements and obligations under the APA and each Assignee hereby agrees to be bound by all of Assignor's agreements

and obligations under the APA.

3. Entire Agreement. This Assignment and the APA sets forth the entire understandings of the parties with respect to the subject matter hereof and supersedes any and all previous communications and understandings (written and oral), as to the subject matter hereof, and cannot be amended or changed except in writing, signed by the parties.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Assignment.


5. Governing Law. This Assignment shall be governed by and construed in accordance with the federal bankruptcy law, to the extent applicable, and, where state law is implicated, the laws of the State of California without regard to any conflict of laws rules thereof that might indicate the application of the laws of any other jurisdiction.

*[Remainder of Page Internationally Left Blank]*

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


**ASSIGNOR:**

AIP RV ACQUISITION COMPANY LLC

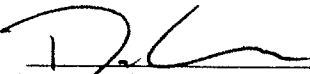
By:   
Name: Dino Cusumano  
Title: President

**ASSIGNEES:**

FLEETWOOD RV, INC.

By:   
Name: Dino Cusumano  
Title: President

GOLDSHIELD FIBERGLASS, INC.

By:   
Name: Dino Cusumano  
Title: President