

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
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3033084	FLEETWOOD VACATION CLUB	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-263-1000		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Esq., Nixon Peabody LL		
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:	/kristenmwalsh/		
Date:	11/30/2009		

CH \$40.00 3033084

Total Attachments: 7

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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

ARTICLE VIII. MISCELLANEOUS.

Section 8.1. Certain Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"Accounts Receivable" means amounts receivable for merchandise actually delivered or services actually provided to third party customers and have arisen from bonafide transactions in the Ordinary Course of Business

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement to be executed by the Purchaser and the Sellers on the Closing Date.

"Assignments of Intangible Property" means the Assignments of Intangible Property to be executed by the Sellers on the Closing Date.

"Bidding Procedures Order" the order of the Bankruptcy Court regarding the transactions contemplated by this Agreement, establishing notice and service requirements to creditors and parties in interest (and approving bidding procedures) with respect thereto, approving the Break-Up Fee and the Expense Reimbursement, a copy of which is attached hereto as Exhibit A.

"Bill of Sale" means Bills of Sale to be executed by the Seller on the Closing Date.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks located in California are authorized or obligated to close.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.).

"Claim" means a suit, claim, action, proceeding, inquiry, investigation, litigation, legal proceeding, demand, charge, complaint, arbitration, indictment, information, or grand jury subpoena, in each case, filed with or made by a Governmental Body.

"Closing Current Assets" shall mean Current Assets as of the Closing Date.

"Closing Liability Cap" means \$18 million.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computer Software" means all computer software (including source code, executable code, data, databases and documentation) owned by or licensed to any Sellers which is used in or necessary for the conduct of the Business.

"Hazardous Substances" means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes with respect to which Liability or standards of conduct are imposed under any Environmental Laws, including, without limitation, petroleum and petroleum-related substances, products, by-products and wastes, asbestos, urea formaldehyde and lead-based paint, noise and odors.

"Indebtedness" means, as applied to any Person, (i) all indebtedness of such Person, including for borrowed money, whether current or funded, secured or unsecured; (ii) any indebtedness of such Person evidenced by any note, bond, debenture or other debt security; (iii) any payment obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the Ordinary Course of Business; (iv) any commitment by which such Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit and bankers' acceptances); (v) all indebtedness or liabilities of such Person secured by a purchase money mortgage or other Lien on the Transferred Assets; (vi) all obligations under leases which shall have been or must be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations such Person assures a creditor against loss; (vii) all accrued interest, fees and other expenses owed with respect to the indebtedness referred to herein, including but not limited to, prepayment penalties, letters of credit and bankers' acceptances and consent fees; (viii) all obligations (determined on the basis of actual, not notional, obligations) in respect of interest rate protection agreements, interest rate swap agreements, foreign currency exchange agreements or other interest or exchange rate hedging agreements or arrangements; and (ix) all indebtedness of third Persons of the type referred to herein which is directly or indirectly guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase, assume or otherwise acquire or in respect of which it has otherwise assured a creditor against loss; provided, that "Indebtedness" shall not include any Assumed Liabilities.


"Insider" means, any executive officer, director, governing body member, majority equity holder, partner in a partnership or Affiliate, as applicable, of any Seller or any predecessor or Affiliate of any Seller or any individual related by marriage or adoption to any such individual.

"Intellectual Property" means all of the following in any jurisdiction throughout the world (i) trade names, trademarks and service marks, domain names, trade dress and similar rights, logos, slogans, and corporate names (and all translations, adaptations, derivations and combinations of the foregoing), together with all goodwill associated with each of the foregoing and applications to register any of the foregoing; (ii) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (iii) copyrights (whether registered or unregistered) and applications for registration and copyrightable works; and (iv) confidential and proprietary information, including trade secrets and know-how (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications); and For the avoidance of doubt "Intellectual Property" shall exclude all computer software (including Computer Software, source code, executable code, data, databases and documentation).


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

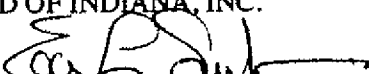
FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.

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
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