

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Approving Sale of Trademarks Free and Clear of Liens, Claims, Interests and Encumbrances

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleetwood Enterprises, Inc.		02/03/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Heartland Recreational Vehicles, LLC
Composed Of:	COMPOSED OF limited liability company organized in IN
Street Address:	1001 All-Pro Drive
City:	Elkart
State/Country:	INDIANA
Postal Code:	46514
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2856801	AX6
Registration Number:	3596147	BACKPACK
Registration Number:	2878654	CARAVAN
Registration Number:	3596148	COMPASS
Registration Number:	3412316	FORMULA
Registration Number:	2934152	GEARBOX
Registration Number:	0880791	MALLARD
Registration Number:	0746486	MALLARD
Registration Number:	0869973	
Registration Number:	0746487	
Registration Number:	3295239	MALLARD SPORT
Registration Number:	3231498	NITROUS
Registration Number:	3234470	ORBIT

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**TRADEMARK
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Registration Number:	3237989	PEGASUS
Registration Number:	3048544	PIONEER
Registration Number:	3295240	PIONEER SPIRIT
Registration Number:	3575586	PROWLER
Registration Number:	3295241	PROWLER CLASSIC
Registration Number:	2826461	PROWLER REGAL
Registration Number:	3277466	REDLINE
Registration Number:	3355666	REGAL
Registration Number:	3172343	SUN VALLEY
Registration Number:	1082441	TERRY
Registration Number:	0808384	TERRY
Registration Number:	2835398	TERRY QUANTUM
Registration Number:	3295242	TERRY RESORT
Registration Number:	2753862	TRIUMPH
Registration Number:	2853971	WILDERNESS
Registration Number:	2826460	WILDERNESS ADVANTAGE
Registration Number:	3291908	WILDERNESS SCOUT
Serial Number:	77648632	GLACIER PEAK
Serial Number:	77146687	QUANTUM

CORRESPONDENCE DATA

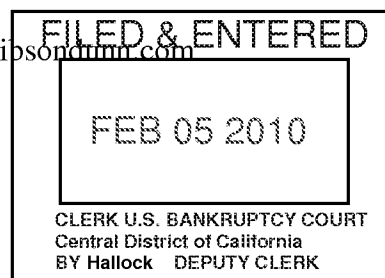
Fax Number: (317)237-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (317) 237-0300
Email: inteas@bakerd.com, stacy.webb@bakerd.com,
brad.maurer@bakerd.com
Correspondent Name: Brad R. Maurer
Address Line 1: 300 North Meridian Street
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ATTORNEY DOCKET NUMBER:	978963.66
NAME OF SUBMITTER:	Brad R. Maurer
Signature:	/Brad R. Maurer/
Date:	02/11/2010

Total Attachments: 3
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UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION

In re
FLEETWOOD ENTERPRISES, INC., et al.,
Debtors.

CASE NO. 09-14254-MJ
Chapter 11
[Jointly Administered]

**SEPARATE ORDER APPROVING THE
DEBTORS' SALE OF TRAVEL TRAILER
BUSINESS TRADEMARK ASSETS BASED
ON COMPLIANCE WITH SALE
PROCEDURES ORDER**

Upon consideration of the *Notice of Intent to Sell Trademarks Related to Travel Trailer Business* (the "Sale Notice") served by Debtor Fleetwood Enterprises, Inc. (the "Seller") pursuant to the *Order Establishing Procedures for Non-Core Asset Sales* (the "Sale Procedures Order") entered on August 6, 2009 [Docket No. 1053], wherein Seller proposes to sell the recreational vehicle travel trailer trademarks described in the Trademark List (appended as Schedule A to Exhibit A of the Asset Purchase Agreement) together with the goodwill of the business symbolized thereby (the "Trademark Property"), to Heartland Recreational Vehicles, LLC (the "Buyer") free and clear of liens, claims, interests and encumbrances (the "Proposed Sale"), pursuant to the Asset Purchase Agreement attached as Appendix 1 to the Sale Notice; and the Declaration of Kenneth A. Glowacki Jr. evidencing that all of the requirements of the Sale Procedures Order have been satisfied and that no objections to the

1 Proposed Sale were submitted; and it appearing that the Sale Notice provided proper and adequate
2 notice of the Proposed Sale in compliance with the Sale Procedures Order, and that no other or further
3 notice need be given; and good and sufficient cause appearing therefor;

4 **IT IS HEREBY FOUND, DETERMINED AND ORDERED THAT:**

5 1. The Proposed Sale of the Trademark Property as set forth in the Sale Notice and in the
6 Asset Purchase Agreement is hereby approved and authorized in its entirety.

7 2. The Asset Purchase Agreement and all terms and conditions thereof, and the
8 transactions contemplated thereby, are approved and the Seller is hereby authorized and empowered to
9 enter into, and to perform, its obligations under the Asset Purchase Agreement and to take such actions
10 as are necessary to effectuate the terms thereof without any further corporate authorization or order of
11 this Court.

12 3. The Seller has complied in all respects with the Sale Procedures Order, the Sale Notice
13 was adequate, sufficient, and satisfied the requirements under the Sale Procedures Order, and there
14 were no objections to the Proposed Sale.

15 4. Any party that received the Sale Notice and did not timely object thereto shall be
16 deemed to have consented to the sale of the Trademark Property. Pursuant to section 363(b) of the
17 Bankruptcy Code, the Seller is hereby authorized to consummate the sale of the Trademark Property to
18 the Buyer pursuant to and in accordance with the terms and conditions of the Asset Purchase
19 Agreement.

20 5. The Buyer shall take title to the Trademark Property free and clear of liens, claims,
21 encumbrances and other interests, including, but not limited to: (i) the blanket lien granted to Bank of
22 America under the terms of the Postpetition DIP Order dated April 1, 2009, and (ii) UCC Financing
23 Statement Number 6046244 0 filed with the Delaware Secretary of State on February 7, 2006, pursuant
24 to section 363(f) of the Bankruptcy Code. All such liens, claims, encumbrances and other interests
25 shall attach to the proceeds of the sale with the same priority, validity and extent as such liens, claims
26 and encumbrances attached to the Trademark Property prior to such sale.

1 6. The Buyer shall take title to the Trademark Property "as is" and "where is" without any
2 representations or warranties from the Seller as to the quality or fitness for either their intended
3 purposes or any particular purposes.

4 7. The transactions contemplated by the Asset Purchase Agreement are undertaken by the
5 Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly,
6 the reversal or modification on appeal of the authorization provided herein to consummate the sale of
7 the Trademark Property shall not affect the validity of the sale to the Buyer, unless such authorization is
8 duly stayed pending such appeal prior to closing. The Buyer is a purchaser in good faith of the
9 Trademark Property and is entitled to all of the protections afforded by section 363(m) of the
10 Bankruptcy Code.

11 8. The consideration paid by the Buyer for the Trademark Property is deemed to constitute
12 reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of
13 the United States and of any state and may not be avoided under section 363(n) of the Bankruptcy
14 Code.

15 9. To the extent that the provisions of this Order conflict with the provisions of the Asset
16 Purchase Agreement or the Sale Procedures Order, this Order shall govern.

17 10. Despite the language of Rules 6004(h), 6006(d) and 7062 of the Federal Rules of
18 Bankruptcy Procedure, this Order shall not be stayed for ten (10) days after the entry of this Order, and
19 the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20 11. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes
21 arising from or related to the implementation of this Order.

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26 DATED: February 5, 2010

United States Bankruptcy Judge