

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chrysler Group Global Electric Motorcars LLC		06/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Polaris Industries Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340-9770		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2402440	GLOBAL ELECTRIC MOTORCARS	
Registration Number:	2436758	GEM	
Registration Number:	3856407	E6	
Registration Number:	2459379		
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
Phone:	612-332-5300		
Email:	kanderson@merchantgould.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	16411.00000001		

OP \$115.00 2402440

900207735

**TRADEMARK
 REEL: 004664 FRAME: 0966**

NAME OF SUBMITTER:	Andrew S. Ehard
Signature:	/Andrew S. Ehard/
Date:	11/22/2011
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT of Trademarks and Copyrights ("Assignment") is made as of this 27th day of June, 2011, by and among Chrysler Group Global Electric Motorcars LLC, a Delaware limited liability company ("CG GEM") and Chrysler Group NEV Service LLC, a Delaware limited liability company ("CG NEV" and, together with CG GEM, the "Assignors"), to Polaris Industries Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the APA (defined below).

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement dated April 21, 2011 (the "APA"), pursuant to which Assignors have agreed to transfer to Assignee and Assignee has agreed to accept from Assignors certain intellectual property assets, on the terms and subject to the conditions set forth in the APA, including Marks and Copyrights;

WHEREAS, Assignors agreed pursuant to Section 2.10(a)(vi) of the APA to deliver to Assignee at Closing a short form assignment for recordation in applicable Governmental Entity offices of, *inter alia*, the active registrations of, and pending applications to, register Marks that are owned by Assignors, and unexpired Copyright registrations and pending applications to register Copyrights that are owned by Assignors, all as listed on the attached Appendix ("Registered Marks and Registered Copyrights").

WHEREAS, Assignors and Assignee now desire to enter into this Assignment of Trademarks and Copyrights to effectuate Section 2.10(a)(vi) of the APA as to Registered Marks and Registered Copyrights.

NOW THEREFORE, be it known that, for good and valuable consideration including the consideration set forth in the APA, receipt of which is hereby acknowledged, Assignors and Assignee agree as follows:

Assignors hereby sell, assign, transfer, and set over to Assignee all of Assignors' right, title and interest in and to the Registered Marks and Registered Copyrights, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights provided by international convention and treaties, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made. Assignors transfer and/or waive any "moral" rights under copyright or other U.S. or any other laws in the Registered Marks and Registered Copyrights, if any, and forever transfer and/or waive any right of integrity or attribution that Assignors may possess in the Registered Marks and Registered Copyrights.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.


This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or electronic PDF shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic PDF shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNORS:


Chrysler Group Global Electric Motorcars LLC

By: 

Name: Scott G. Kunselman

Title: Authorized Representative

Chrysler Group NEV Service LLC

By: 

Name: Scott G. Kunselman

Title: Authorized Representative

ASSIGNEE:

Polaris Industries Inc.

By: _____

Name: Scott W. Wine

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks and Copyrights]

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNORS:

Chrysler Group Global Electric Motorcars LLC

By: _____

Name: Scott G. Kunselman

Title: Authorized Representative

Chrysler Group NEV Service LLC


By: _____

Name: Scott G. Kunselman

Title: Authorized Representative

ASSIGNEE:

Polaris Industries Inc.

By:  _____


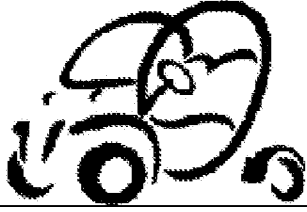
Name: Scott W. Wine

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks and Copyrights]

APPENDIX

Registered Marks

Jurisdiction	Mark	Registration/Application Date	Registration/Application Number
US	Global Electric Motorcars	November 7, 2000	Reg. 2,402,440
US	GEM	March 20, 2001	Reg. 2,436,758
US	E6	October 5, 2010	Reg. 3,856,407
US	Miscellaneous Design 	June 12, 2001	Reg. 2,459,379
Canada	Global Electric Motorcars	May 7, 2002	Reg. TMA561423
Canada	GEM	June 27, 2003	Reg. TMA584405
Canada	Car Design 	January 22, 2004	Reg. TMA600330
Canada	e6	August 23, 2010	Appln. 1493281
Mexico	Global Electric Motorcars		Reg. 627895
European Union	GEM		Reg. 6621379
Germany	Global Electric Motorcars		Reg. 39844073
France	Global Electric Motorcars		Reg. 98 744795
Italy	Global Electric Motorcars		Reg. 846033 Renewed Under Reg. 1319439
Egypt	Global Electric Motorcars		Reg. 119469
India	Global Electric Motorcars		Reg. 896785
Japan	GEM		Reg. 5122996
Japan	GEM/Design		Reg. 5122997
China	Global Electric Motorcars		Reg. 1451449

Registered Copyrights

None