

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
Monaco RV, LLC		02/10/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Motorized Real Estate, LLC
Street Address:	601 East Beardsley Avenue
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46514
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3285423	ALUMAFRAME
Registration Number:	1452051	ALUMA-LITE
Registration Number:	2117956	ALUMASCAPE
Registration Number:	2913241	ALUMASPORT
Serial Number:	78896021	BLACK DIAMOND
Registration Number:	3327860	BOOGIE BOX
Registration Number:	3514247	CASCADE
Registration Number:	3775060	CROSSOVER
Registration Number:	3561019	ION
Registration Number:	3363240	MAXSPORT
Registration Number:	3561065	MINTARO
Registration Number:	2872840	NEXT LEVEL
Registration Number:	2885122	R-VISION
Registration Number:	2916768	SAVOY

TRADEMARK

OP \$515.00 3285423

Registration Number:	3641223	SUPER SPORT
Registration Number:	2417830	TRAIL CRUISER
Registration Number:	3319901	TRAIL SPORT
Registration Number:	2078025	TRAIL-LITE
Registration Number:	3959486	ONYX
Registration Number:	4129301	SILVER CREEK

CORRESPONDENCE DATA

Fax Number: 9374496405
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (937) 449-6400
Email: joseph.schaeff@dinsmore.com
Correspondent Name: B. Joseph Schaeff - Dinsmore & Shohl LLP
Address Line 1: One South Main Street
Address Line 2: Fifth Third Center - Suite 1300
Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER:	AIR 0923 T0/40025
NAME OF SUBMITTER:	B. Joseph Schaeff
Signature:	/B. Joseph Schaeff/
Date:	02/13/2014

Total Attachments: 5
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 10, 2014 ("Effective Date") by and between **Monaco RV, LLC**, a Delaware limited liability company ("Assignor"), and **Motorized Real Estate, LLC**, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B, and all common law, state and foreign rights for trademarks and service marks that are identical matching counterparts for the entries in the first column of Schedule A, and in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee operates and conducts, or is the successor to, the business to which the Marks pertain, and that business is ongoing and existing.

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

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby sells, assigns, transfers and sets over to the Assignee the entire right, title and interest in and to the Marks, for the United States, Canada and for all foreign countries, including, without limitation, any registrations any applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, free and clear of any and all security interests, debts, liens and encumbrances suffered or incurred by Assignor, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representative.
3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.

4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks, the Canadian Intellectual Property Office and the corresponding entities or agencies in any applicable U.S. states and foreign countries, to record Assignee as the assignee and owner of the Marks.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MONACO RV, LLC
by ASV/MRV, Inc., its member



Name: Paul Bamatter

Title: Corporate Secretary

Agreed to and accepted by:

MOTORIZED REAL ESTATE, LLC



Name: Peter B. Entwined

Title: MANAGER

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
ALUMAFRAME	United States of America	77/104833	2/12/2007	3285423	8/28/2007
ALUMA-LITE	United States of America	73/633701	12/4/1986	1452051	8/11/1987
ALUMASCAPE	United States of America	75/206743	12/2/1996	2117956	12/2/1997
ALUMASPORT	United States of America	78/340094	12/12/2003	2913241	12/21/2004
BLACK DIAMOND	United States of America	78/896021	5/30/2006		
BOOGIE BOX	United States of America	78/913984	6/22/2006	3327860	10/30/2007
CASCADE	United States of America	78/863842	4/18/2006	3514247	10/7/2008
CROSSOVER	United States of America	77/008515	9/27/2006	3775060	4/13/2010
ION	United States of America	77/509264	6/26/2008	3561019	1/13/2009
MAXSPORT	United States of America	78/615066	4/22/2005	3363240	1/1/2008
MINTARO	United States of America	77/524616	7/17/2008	3561065	1/13/2009
NEXT LEVEL	United States of America	78/238680	4/17/2003	2872840	8/10/2004
R-VISION	United States of America	78/176075	10/18/2002	2885122	9/14/2004
SAVOY	United States of America	78/314040	10/15/2003	2916768	1/4/2005
SUPER SPORT	United States of America	78/638357	5/26/2005	3641223	6/16/2009
TRAIL CRUISER	United States of America	75/312458	6/20/1997	2417830	1/2/2001
TRAIL SPORT	United States of America	78/610820	4/18/2005	3319901	10/23/2007
TRAIL-LITE	United States of America	75/003065	10/10/1995	2078025	7/8/1997
ONYX	Canada	09/10/2010	1495468	02/22/2012	TMA818219
ONYX	Mexico	09/20/2010	1120093	03/15/2011	1206579
ONYX	United States	03/30/2010	85/001923	05/10/2011	3959486
SILVER CREEK	Canada	06/16/2011	1532002		
SILVER CREEK	United States	07/15/2010	85/085077	04/17/2012	4129301

SCHEDULE B

UNREGISTERED TRADEMARKS

DUNE CHASER

DUNE SEEKER

MCKENZIE

MEDALLION

PRESIDENTIAL

R-SPORT

41003296_5