

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H-D Michigan, LLC		10/26/2012	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	H-D U.S.A., LLC		
Street Address:	3700 W. Juneau Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53208		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85768822	LIVEWIRE	
CORRESPONDENCE DATA			
Fax Number:	4143434189		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-343-4680		
Email:	megan.peccarelli@harley-davidson.com		
Correspondent Name:	Megan Q. Peccarelli		
Address Line 1:	3700 W. Juneau Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53208		
NAME OF SUBMITTER:	Megan Q. Peccarelli		
SIGNATURE:	/Megan Q. Peccarelli/		
DATE SIGNED:	03/27/2014		
Total Attachments: 27			
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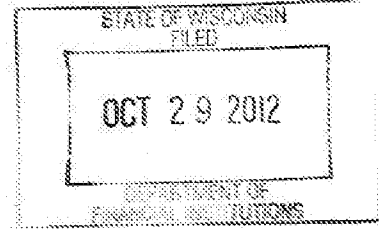
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RECEIVED

OCT 26 2012

WISCONSIN
DPI

ARTICLES OF MERGER
MERGING
H-D MICHIGAN, LLC
(a Michigan limited liability company)
INTO
H-D U.S.A., LLC
(a Wisconsin limited liability company)



Pursuant to Section 183.1204 of the Wisconsin Limited Liability Company Act, the undersigned party to a Plan of Merger, dated as of October 26, 2012 (the "Plan of Merger"), by and between H-D Michigan, LLC, a Michigan limited liability company (the "Non-Surviving Party"), and H-D U.S.A., LLC, a Wisconsin limited liability company (the "Surviving Party"), hereby adopts the following Articles of Merger.

FIRST: The Plan of Merger is attached hereto as Exhibit A and hereby incorporated by reference.

SECOND: The Plan of Merger was approved by the sole member of the Surviving Party in accordance with Section 183.1202 of the Wisconsin Statutes and was approved by the sole member of the Non-Surviving Party in accordance with Section 450.4702(1) of the Michigan Limited Liability Company Act.

THIRD: The Non-Surviving Party does not have a fee simple ownership interest in any Wisconsin real estate.

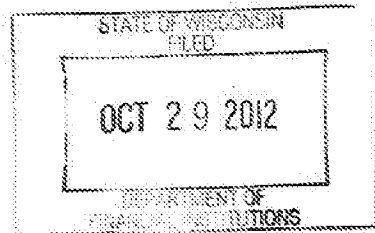
FOURTH: The Surviving Party is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent (as such terms are defined in the Wisconsin Business Corporation Law).

FIFTH: These Articles of Merger shall be effective, and the merger shall take effect, in accordance with the Plan of Merger, at 11:59 p.m., Central Time, on October 26, 2012.

IN WITNESS WHEREOF, the surviving entity has caused these Articles of Merger to be executed in its name, as of the 26th day of October, 2012.

B-D U.S.A., LLC

By: Paul J. Jones
Name: Paul J. Jones
Title: Manager



This document was drafted by, and after filing should be returned to, James M. Reeves, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306 (daytime phone number 414-319-7334).

{Articles of Merger}

43480345-2407.5

EXHIBIT A

Plan of Merger

See attached.

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan"), dated as of October 26, 2012, is by and between H-D U.S.A., LLC, a Wisconsin limited liability company ("H-D U.S.A."), and H-D Michigan, LLC, a Michigan limited liability company ("H-D Michigan").

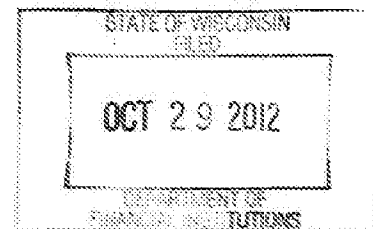
1. At 11:59 p.m., Central Time, on the date of this Plan (the "Effective Time"), H-D Michigan shall be merged with and into H-D U.S.A. (the "Merger"). At the Effective Time, H-D U.S.A. shall be the surviving business entity in the Merger (the "Surviving Entity") and shall continue its business existence under the laws of the State of Wisconsin. At the Effective Time, the separate business existence of H-D Michigan shall cease.

2. At the Effective Time, (a) the Articles of Organization of H-D U.S.A. in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Entity, and (b) the Operating Agreement of H-D U.S.A. in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Entity. No changes are being made to the Articles of Organization of the Surviving Entity by virtue of the Merger.

3. At the Effective Time, the managers and officers of H-D U.S.A. immediately prior to the Effective Time shall continue as the managers and officers of the Surviving Entity until their successors have been duly elected and qualified or until their prior death, resignation or removal.

4. At the Effective Time, by virtue of the Merger and without any action on the part of H-D U.S.A., H-D Michigan or the members thereof, each Unit of H-D Michigan issued and outstanding immediately prior to the Effective Time shall be surrendered, canceled and extinguished without conversion thereof or payment therefor.

[Signature page follows]



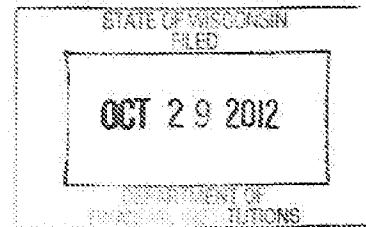
IN WITNESS WHEREOF, the parties have caused this Plan to be executed by a manager, all as of the date and year first above written.

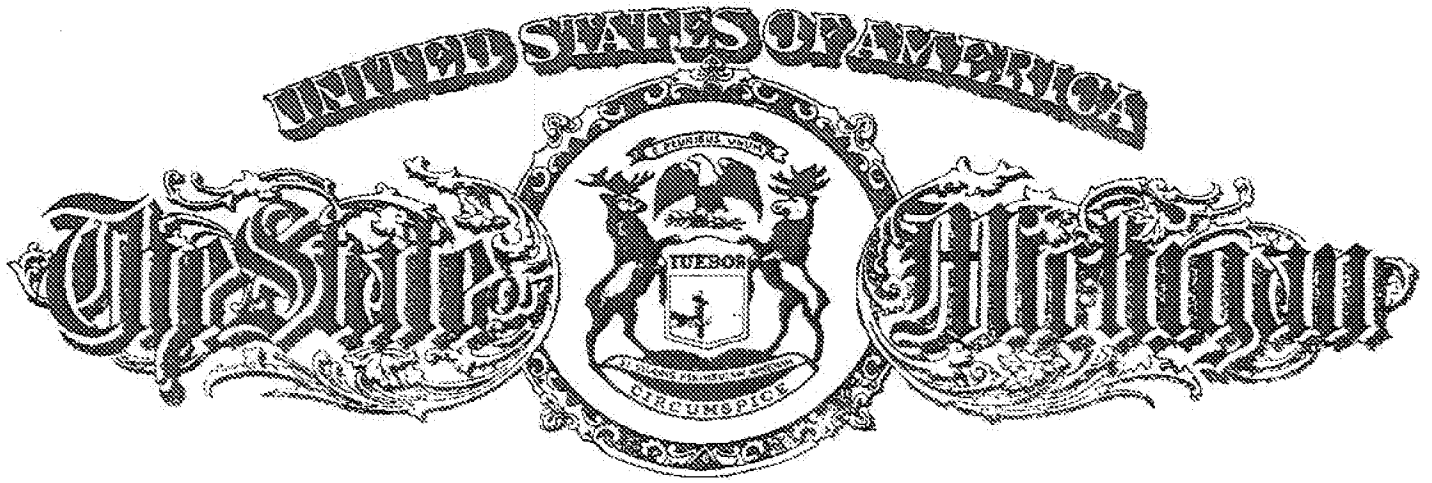
H-DUSA, LLC

By: Paul J. Jones
Name: Paul J. Jones
Title: Manager

H-D Michigan, LLC

By: Paul J. Jones
Name: Paul J. Jones
Title: Manager





Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 29th day of October, 2012

[Signature] Director

Bureau of Commercial Services

750 OCT 26 2012

FILED

OCT 26 2012

CERTIFICATE OF MERGER
MERGING
H-D MICHIGAN, LLC
(a Michigan limited liability company)
INTO
H-D U.S.A., LLC
(a Wisconsin limited liability company)

REGISTRATION
BUREAU OF COMMERCIAL SERVICES

Pursuant to Section 450.4705 of the Michigan Limited Liability Company Act, the undersigned parties to a Plan of Merger, dated as of October 26, 2012 (the "Plan of Merger"), by and between H-D Michigan, LLC, a Michigan limited liability company, and H-D U.S.A., LLC, a Wisconsin limited liability company, hereby adopt the following Certificate of Merger.

FIRST: The names of each constituent limited liability company to the merger that the Plan of Merger contemplates and their identification numbers are as follows:

<u>Name of Corporation</u>	<u>Identification Number</u>
H-D U.S.A., LLC	Not Applicable
H-D Michigan, LLC	E16387

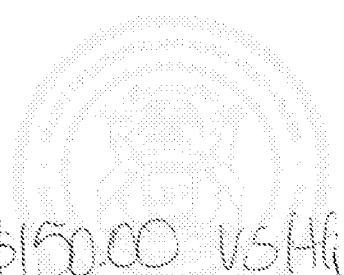
SECOND: The name of the limited liability company surviving the merger is H-D U.S.A., LLC, with its principal place of business located at 3700 West JunEAU Avenue, Milwaukee, WI 53208.

THIRD: There are no changes to be made to the Articles of Organization of the surviving limited liability company.

FOURTH: The Plan of Merger was approved by the sole member of H-D U.S.A., LLC in accordance with Section 183.1202 of the Wisconsin Statutes and was approved by the sole member of H-D Michigan, LLC in accordance with Section 450.4702(1) of the Michigan Limited Liability Company Act.

FIFTH: The merger is permitted by the Wisconsin Statutes and H-D U.S.A., LLC has complied with that law in effecting the merger.

SIXTH: This Certificate of Merger shall be effective, and the merger shall take effect, in accordance with the Plan of Merger, at 11:59 p.m., Central Time, on October 26, 2012.



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0000 VSHg 164098

GOLD SEAL APPEARS ONLY ON ORIGINAL

TRADEMARK
REEL: 005245 FRAME: 0417

IN WITNESS WHEREOF, each of the constituent limited liability companies has caused this Certificate of Merger to be executed in its name, as of the 26th day of October, 2012.

H-D Michigan, LLC

By: Paul J. Jones
Name: Paul J. Jones
Title: Manager

H-D U.S.A., LLC

By: Paul J. Jones
Name: Paul J. Jones
Title: Manager

This document was drafted by, and after filing should be returned to, James M. Reeves, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306 (daytime phone number 414-319-7334).

[Certificate of Merger]

4836-1049-4781.1

GOLD SEAL APPEARS ONLY ON ORIGINAL

TRADEMARK
REEL: 005245 FRAME: 0418

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS
INDICATED IN THE BOX BELOW. Include name, street and number
(or P.O. box), City, State and ZIP code.

CT Corporation System
208 South LaSalle Street
Suite 814
Chicago, IL 60604



GOLD SEAL APPEARS ONLY ON ORIGINAL

TRADEMARK
REEL: 005245 FRAME: 0419

**WRITTEN CONSENT
OF
THE SOLE MEMBER
OF
H-D U.S.A., LLC**

The undersigned, being the sole member of H-D U.S.A., LLC, a Wisconsin limited liability company (the "Company"), does hereby consent to, approve and adopt the following resolutions:

I. Approval of Merger.

WHEREAS, the member of the Company deems it to be advisable and in the best interests of the Company to cause the Company to merge H-D Michigan, LLC, a Michigan limited liability company, with and into the Company, with the Company as the surviving entity (the "Merger"); and

WHEREAS, the officers of the Company have prepared a Plan of Merger, which is attached hereto as Exhibit A (the "Plan of Merger"), which provides for the Merger and which the member desires to approve and adopt.

NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger and the transactions contemplated thereby be, and they hereby are, approved and adopted in all respects and that the managers of the Company be, and each of them hereby is, authorized to execute and deliver on behalf of the Company the Plan of Merger.

FURTHER RESOLVED, that the managers of the Company be, and each of them hereby is, authorized, empowered and directed to execute, deliver and record such articles, certificates, agreements and other documents and to perform such other acts as they or any of them shall deem necessary, proper or convenient in implementing the foregoing resolution and consummating the transactions contemplated by the Plan of Merger, including, without limitation, executing and filing a certificate of merger in accordance with Section 450.4703 of the Michigan Limited Liability Company Act and articles of merger in accordance with Section 183.1204 of the Wisconsin Statutes.

2. General Authority.

RESOLVED, that the managers and the officers of the Company be, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action, and to execute or cause to be executed all such certificates, instruments, agreements and other documents, as any such manager or officer may deem necessary or desirable to carry out the provisions of the foregoing resolutions, with the taking of such action or execution of such document being conclusive evidence of the authority of such manager or officer.

FURTHER RESOLVED, that any and all actions heretofore taken or caused to be taken by the managers, officers, agents and representatives of the Company consistent with

the tenor and purport of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects.

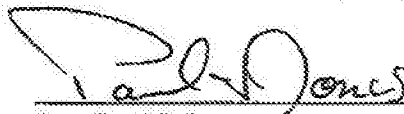
FURTHER RESOLVED, that, to the extent any resolutions previously adopted by the member are inconsistent with these resolutions, these resolutions shall supersede the prior resolutions in their entirety.

This Written Consent of the Sole Member may be executed and transmitted via an email pdf file or facsimile that, when so executed and delivered, shall be deemed an original Written Consent of the Sole Member.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of the 28~~th~~ day of October, 2012.

HARLEY-DAVIDSON, INC.



By: Paul J. Jones

Title: Vice President, General Counsel and Secretary

[Written Consent of Sole Member of H-D U.S.A., LLC Approving Merger]

EXHIBIT A

Plan of Merger

See attached.

**WRITTEN CONSENT
OF
THE SOLE MEMBER
OF
H-D MICHIGAN, LLC**

The undersigned, being the sole member of H-D Michigan, LLC, a Michigan limited liability company (the "Company"), does hereby consent to, approve and adopt the following resolutions:

1. Approval of Merger.

WHEREAS, the member of the Company deems it to be advisable and in the best interests of the Company to cause the Company to merge with and into H-D U.S.A., LLC, a Wisconsin limited liability company (the "Surviving Company"), with the Surviving Company as the surviving entity (the "Merger"); and

WHEREAS, the officers of the Company have prepared a Plan of Merger, which is attached hereto as Exhibit A (the "Plan of Merger"), which provides for the Merger and which the member desires to approve and adopt.

NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger and the transactions contemplated thereby be, and they hereby are, approved and adopted in all respects and that the managers of the Company be, and each of them hereby is, authorized to execute and deliver on behalf of the Company the Plan of Merger.

FURTHER RESOLVED, that the managers of the Company be, and each of them hereby is, authorized, empowered and directed to execute, deliver and record such articles, certificates, agreements and other documents and to perform such other acts as they or any of them shall deem necessary, proper or convenient in implementing the foregoing resolution and consummating the transactions contemplated by the Plan of Merger, including, without limitation, executing and filing a certificate of merger in accordance with Section 450.4703 of the Michigan Limited Liability Company Act and articles of merger in accordance with Section 183.1204 of the Wisconsin Statutes.

2. General Authority.

RESOLVED, that the managers and the officers of the Company be, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action, and to execute or cause to be executed all such certificates, instruments, agreements and other documents, as any such manager or officer may deem necessary or desirable to carry out the provisions of the foregoing resolutions, with the taking of such action or execution of such document being conclusive evidence of the authority of such manager or officer.

FURTHER RESOLVED, that any and all actions heretofore taken or caused to be taken by the managers, officers, agents and representatives of the Company consistent with

the tenor and purport of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved in all respects.

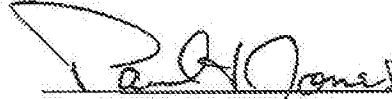
FURTHER RESOLVED, that, to the extent any resolutions previously adopted by the member are inconsistent with these resolutions, these resolutions shall supersede the prior resolutions in their entirety.

This Written Consent of the Sole Member may be executed and transmitted via an email pdf file or facsimile that, when so executed and delivered, shall be deemed an original Written Consent of the Sole Member.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of the 25th day of October, 2012.

HARLEY-DAVIDSON, INC.



By: Paul J. Jones

Title: Vice President, General Counsel and Secretary

[Written Consent of Sole Member of H-D Michigan, LLC Approving Merger]

EXHIBIT A

Plan of Merger

See attached.

**WRITTEN CONSENT
OF THE
MANAGER
OF
H-D U.S.A., LLC**

The undersigned, being the sole manager of H-D U.S.A., LLC, a Wisconsin limited liability company (the "Company"), does hereby consent to, approve and adopt the following resolutions:

1. Ratify Formation.

RESOLVED, that the Articles of Organization filed with the Wisconsin Department of Financial Institutions on October 18, 2012 are hereby ratified, approved and affirmed in all respects.

FURTHER RESOLVED, that all actions taken or caused to be taken by James M. Reeves, as the sole organizer of the Company, in effecting the formation of the Company are hereby ratified, approved and confirmed in all respects.

FURTHER RESOLVED, that the appropriate officers of the Company be, and they hereby are, authorized and empowered to pay all charges and expenses incident to or arising out of the organization of the Company and to reimburse persons who have made any disbursements therefor on behalf of the Company.

2. Approval of Operating Agreement.

RESOLVED, that the Company's Operating Agreement, dated as of the date hereof and accompanying this Written Consent Action, be, and it hereby is, accepted, approved and adopted as the Operating Agreement of the Company, with the member's execution and delivery thereof hereby ratified, confirmed and approved in all respects.

3. Approval of Banking Relationships.

RESOLVED, that the appropriate officers of the Company be, and they hereby are, authorized and empowered, for and on behalf of the Company, to designate such bank depositories and to open such bank accounts with such banks as any such appropriate officer may deem necessary or advisable and such appropriate officers be, and they hereby are, further authorized to execute and deliver to such banks such documents or instruments as may be necessary or advisable for the opening and establishment of such accounts; and any such bank is authorized and empowered to honor checks, drafts, orders for electronic payment and other orders for the payment of money drawn in the Company's name on any such account when bearing (a) the purported facsimile signature of any one of the persons whose name and facsimile signature shall have been certified to such bank from time to time by the Secretary to be the Chief Executive Officer, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary in the case of facsimile signed checks or (b) when bearing the actual signatures of any of the persons whose names shall have been certified to such bank in the case of manually signed checks; and until it shall have received written notice

of change in such signing authority, any such bank shall be fully protected in relying on such certification and in honoring any such checks, drafts, orders for electronic payment or other orders signed by such person or persons or bearing or purporting to bear the facsimile signatures of such person or persons, regardless of by whom or by what means the facsimile signatures thereon may have been affixed thereto, if said facsimile signatures resemble the facsimile specimens duly certified to or filed with any such bank by the Secretary of the Company.

FURTHER RESOLVED, that if any such bank shall require a depository resolution in any form different from, but generally consistent with, the foregoing, then such other depository resolution shall be deemed to have been duly approved and adopted hereby and may be so certified by the Secretary, whenever approved by the Secretary.

4. **General Authority; Ratification of Prior Acts.**

RESOLVED, that the appropriate officers be, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to make any and all such payments, to execute, certify, verify, acknowledge and deliver any and all such instruments and to do and perform any and all such acts and things as the appropriate officers, or any one of them, may determine necessary or desirable to carry out the intent and purpose of the foregoing resolutions and the obligations and commitments of the Company contracted, created or assumed pursuant to such resolutions, with any such determination being conclusively evidenced by the taking of any such action by any such officer for and on behalf of the Company.

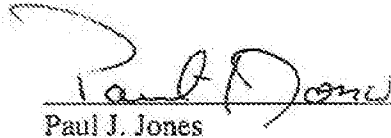
FURTHER RESOLVED, that any actions heretofore or hereafter taken by any of the appropriate officers consistent with the intent and purpose of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects by and on behalf of the Company.

FURTHER RESOLVED, that, to the extent any resolutions previously adopted by the manager are inconsistent with these resolutions, these resolutions shall supersede the prior resolutions in their entirety.

This Written Consent of the Manager may be executed and transmitted via an email pdf file or facsimile that, when so executed and delivered, shall be deemed an original Written Consent of the Manager.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Manager as of the 18th day of October, 2012.


Paul J. Jones

[Written Consent of Manager of H-D U.S.A., LLC]

4847-9734-3505.2

TRADEMARK
REEL: 005245 FRAME: 0430

H-D U.S.A., LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT is effective as of the 18th day of October, 2012 (the "Effective Time"), by Harley-Davidson, Inc., a Wisconsin corporation (the "Member").

WITNESSETH:

WHEREAS, the Member has formed a limited liability company known as H-D U.S.A., LLC (the "Company") by causing the filing of Articles of Organization (the "Articles") pursuant to Chapter 183 of the Wisconsin Statutes (the "Act"); and

WHEREAS, the undersigned, as the sole member of the company, desires that the Company engage in any and all general business activities; and

WHEREAS, the undersigned desires to set forth in full all the terms and conditions of the conduct of the company's business in this Operating Agreement (this "Agreement").

NOW, THEREFORE, in consideration of the foregoing, the undersigned hereby states as follows:

1. Formation; Name. The Member has formed the Company as a limited liability company pursuant to the Act by causing, on October 18, 2012, the Articles to be filed with the State of Wisconsin, Department of Financial Institutions, which shall constitute notice that the Company is a limited liability company. The Company's name shall be H-D U.S.A., LLC. The Member is the sole member of the Company and shall be deemed to have obtained its membership interest therein as of the Effective Time.
2. Purpose. The purpose of the Company shall be any lawful purpose.
3. Conduct of Business. The conduct of the business of the Company shall be governed under the provisions of Chapter 183 of the Wisconsin Statutes, and the Member, as the sole member, shall have complete authority to transact business on behalf of the Company and to manage its business operations.
4. Units; Capital Contributions. There are a total of 100 Units issued to the Member and outstanding as of the date hereof. The Member shall receive all of the interests in the Company in exchange for the contribution of all the assets of the Business. The Company shall also assume all liabilities of the Member associated with the Business. The Company is authorized to enter into all agreements necessary to document this contribution and assumption of the assets and liabilities of the Business. Capital Contributions of Additional members shall be made for such consideration established by the Member. Each Unit shall have identical preferences, limitations, voting and other relative rights.

5. Additional Capital Contributions. The Member may make additional capital contributions to the Company. Except to the extent of the initial Capital Contribution, the Member shall not be required to make any additional capital contributions.

6. Manager, Number, Tenure. There shall be one or more "managers" of the Company, as that term is defined and used in the Act ("Manager" or "Managers"), as determined by the Member from time to time. The Manager or Managers may be referred to by the Company as "Director" or "Directors" from time to time. Paul J. Jones shall be the initial Manager of the Company, effective as of the date of this Agreement. Each Manager shall serve in that capacity until the Manager's death, or until the Manager's earlier removal or resignation in accordance with the terms of this Agreement.

7. Delegation of Authority. The Manager may, from time to time, delegate to one or more individuals such authority and duties as the Manager may deem advisable to carry out the day-to-day business of the Company and may enter into contracts with such individuals for such purpose. In addition, the Manager may, from time to time, assign titles (including, chief executive officer, president, vice president, secretary, and treasurer) to any such individuals selected by the Manager. Unless the Manager specifies otherwise, if the title is one commonly used for officers of a business corporation, then the assignment of such title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to this Section. Any number of titles may be held by the same individual. A delegation of authority pursuant to this Section, or the assignment of a title pursuant to this Section, shall not, of itself, create any contract rights. Any delegation pursuant to this Section may be revoked at any time by the Manager. The initial Officers of the Company are below. All positions are effective as of the time of this Agreement.

INITIAL OFFICERS OF THE COMPANY

Keith E. Wandell	Chief Executive Officer
Matthew S. Levatic	President and Chief Operating Officer
John A. Olin	Senior Vice President, Chief Financial Officer and Assistant Treasurer
Paul J. Jones	Vice President, General Counsel and Secretary
Perry A. Glassgow	Vice President and Controller
J. Darrell Thomas	Vice President and Treasurer
Linda A. Heban	Vice President
Cynthia A. Rooks	Assistant Treasurer
Lynda M. Johnson	Assistant Treasurer
Edward M. Krishok	Assistant Secretary
Tonit M. Calaway	Assistant Secretary
Stephen W. Boettinger	Assistant Secretary

8. Execution of Documents. The Manager or one or more authorized Officers of the Company may execute documents or instruments on behalf of the Company, including, but not limited to, agreements, contracts, checks, drafts, mortgages, leases, deeds, and bills of sale. This Section relates only to the execution of documents or instruments on behalf of

the Company. Any approval required for such documents or instruments, or the transactions contemplated therein, shall be governed by other sections of this Agreement.

9. Reliance. Any person dealing with the Company may rely on the authority of any Officer or the Manager in taking any action that is in the name of the Company without inquiry into the provisions of this Agreement or compliance therewith.

10. Indemnity of the Member, Manager, Employees, and Other Agents. The Company shall, to the maximum extent permitted or required by law, indemnify, defend, and hold harmless the Manager (or any employee or other agent acting in the capacity of the Manager) and Officers of the Company ("Actor(s)"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Company, its Member, the Manager, or any of its or their employees or agents in connection with the business of the Company acting in capacity as the Manager, employees, or agents of the Company, including, without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon its acts or omissions in the breach of this Agreement or which constitute: (a) a willful failure to deal fairly with the Company or its Member in connection with a matter in which the Actor has a material conflict of interest; (b) a violation of a criminal law (unless the Actor had reasonable cause to believe that the person's conduct was lawful or no reasonable cause to believe that the conduct was unlawful); (c) a transaction from which the Actor derived an improper personal profit; or (d) willful misconduct. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company if such action or suit arises in a matter for which indemnification is available under this Section (provided that the Company shall in all events advance expenses of defense, but only if the Actor undertakes in writing to repay the advanced funds to the Company if the Actor is finally determined by a court of competent jurisdiction not to be entitled to indemnification pursuant to the provisions of this Section).

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed, and this Agreement shall be effective, as of the day and year first above written.

HARLEY-DAVIDSON, INC. (Member)

By: 

Name: Paul J. Jones

Title: Vice President, General Counsel and Secretary

H-D U.S.A., LLC

WRITTEN CONSENT ACTION
OF SOLE ORGANIZER

The undersigned, being the sole organizer of H-D U.S.A., LLC, a Wisconsin limited liability company (the "Company"), does hereby consent to and adopt the following resolutions in lieu of a duly constituted organizational meeting of the sole organizer:

1. Appointment of Manager.

RESOLVED, that Paul J. Jones be, and hereby is, appointed as a Manager of the Company, to serve until his successor shall have been duly elected and qualified, or until his prior death, resignation or removal.

2. Relinquishment of Authority by Sole Organizer.

RESOLVED, that I hereby relinquish any and all interest I now possess in the Company and do hereby assign all rights to manage, govern, and control the Company to the Manager of the Company.

IN WITNESS WHEREOF, the undersigned sole organizer has hereunto set his hand, effective as of October 18, 2012.



James M. Reeves, Sole Organizer



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1. **Name of the limited liability company:**
H-D U.S.A., LLC
- Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3. **Name of the initial registered agent:**
C T CORPORATION SYSTEM
- Article 4. **Street address of the initial registered office:**
8040 Excelsior Drive, Suite 200
Madison, WI 53717
United States of America
- Article 5. **Management of the limited liability company shall be vested in:**
A manager or managers
- Article 6. **Name and complete address of each organizer:**
James M. Reeves
c/o Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
United States of America
- Other Information. **This document was drafted by:**
James M. Reeves

Organizer Signature:
James M. Reeves

Date & Time of Receipt:
10/18/2012 11:05:48 AM

Order Number:
201210183164892

**ARTICLES OF ORGANIZATION - Limited Liability
Company(Ch. 183)**



Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
10/18/2012	

FILED 10/18/2012	Entity ID Number H051747
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**ARTICLES OF ORGANIZATION
OF
H-D U.S.A., LLC**

The undersigned, acting as organizer of a limited liability company under Chapter 183 of the Wisconsin Statutes, adopts the following Articles of Organization for the purpose of forming such limited liability company.

**ARTICLE I
Name**

The name of the limited liability company is H-D U.S.A., LLC.

**ARTICLE II
Organization**

The limited liability company is organized under Chapter 183 of the Wisconsin Statutes.

**ARTICLE III
Registered Office and Registered Agent**

The address of the initial registered office of the limited liability company is 8040 Excelsior Drive, Suite 200 Madison, WI 53717. The name of the limited liability company's initial registered agent at such address is C T Corporation System.

**ARTICLE IV
Management**

Management of the limited liability company shall be vested in its manager(s).

**ARTICLE V
Organizer**

The name and address of the sole organizer of the limited liability company is James M. Reeves, c/o Foley & Lardner, 777 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Executed this 18th day of October, 2012.


James M. Reeves, Sole Organizer

This document was drafted by, and after filing should be returned to, James M. Reeves, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306 (daytime phone number 414-319-7334).