

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geason Enterprises, LLC		04/22/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Polaris Sales Inc.		
Street Address:	2100 Highway 55		
City:	Medina		
State/Country:	MINNESOTA		
Postal Code:	55340		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4157065	HAMMERHEAD OFF-ROAD	
Registration Number:	4157064	HAMMERHEAD OFF-ROAD	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.332.5300		
Email:	Istrom@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	PO Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	04920.00000001		
NAME OF SUBMITTER:	Andrew S Ehard		
SIGNATURE:	/Andrew S. Ehard/		
DATE SIGNED:	08/10/2015		
Total Attachments: 3			
source=assignment#page1.tif			
source=assignment#page2.tif			
source=assignment#page3.tif			

OP \$65.00 4157065

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of April 22, 2015, by Geason Enterprises, LLC, a Texas limited liability company ("Seller"). Each capitalized term used, but not defined, herein has the meaning given to such term in the Asset Purchase Agreement dated as of February 4, 2015, by and among Polaris Sales Inc., a Minnesota corporation ("Buyer"), Seller and the Covenantors named therein (the "Asset Purchase Agreement"). This Assignment is being delivered pursuant to Section 2.2(k) of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. **Transfer of Certain Intellectual Property Rights.** Seller hereby sells, conveys, transfers and assigns to Polaris Industries Inc., a Delaware corporation ("Assignee"), all of Seller's right, title and interest in and to the Intellectual Property listed in Appendix A hereto (the "Trademarks"), together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Transfer of Registrations and Applications.** Seller shall cooperate with Assignee to effectuate the transfer of the Trademarks in a timely manner, including taking all commercially reasonable steps to complete the transfer of the registration of such Trademarks with the applicable governmental authority. Seller hereby appoints Assignee as its agent and attorney-in-fact to act for and on its behalf to execute, register, and file such documents, complete such processes, and to perform all other lawfully permitted acts as the applicable governmental authority, or any applicable law, requires to effectuate a transfer or change in the registered owner of the Trademarks to Assignee.


3. **Subject to Asset Purchase Agreement.** Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Asset Purchase Agreement, is subject to every representation, warranty, covenant and agreement in the Asset Purchase Agreement and does not expand or limit any right or obligation of any party under the Asset Purchase Agreement.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Seller has executed this Trademark Assignment as of the date first written above.

GEASON ENTERPRISES, LLC

By: 
Name: Henry Li
Title: Manager

[Signature Page to Trademark Assignment]

APPENDIX A TO TRADEMARK ASSIGNMENT

Registered Trademarks

1. Hammerhead Off-Road Logo Design, Reg. No. 4,157,065
2. Hammer Off-Road name, Reg. No. 4,157,064