

Client Code: YAMAU.1066GEN

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party: (List using letters or numbers for multiple parties)</p> <p>Yamaha Corporation</p> <p>( ) Individual                      ( ) General Partnership                  ( ) Association                    ( ) Limited Partnership                  ( ) Other:                            (x) Corporation of Japan</p> <p>Additional name(s) of conveying party(ies) attached?                  ( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Yamaha Motor Co, Ltd.                  Internal Address:                  Street Address: 2500 Shingai, Iwata-shi</p> <p>City: Shizuoka-ken Country: Japan</p> <p>( ) Individual                      ( ) General Partnership                  ( ) Association                    ( ) Limited Partnership                  ( ) Other:                            (x) Corporation of Japan</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:                  ( ) Yes (X) No</p> <p>Additional name(s) and address(es) attached?                  ( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(x) Assignment                      ( ) Security Agreement                  ( ) Merger                            ( ) Change of Name                  ( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>September 15, 2005</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No(s):                  0,895,888                  0,688,208                  0,866,762                  2,017,999</p> <p>Additional numbers attached?                  ( ) Yes ( ) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995  <b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP                  2040 Main Street, 14<sup>th</sup> Floor                  Irvine, CA 92614  <b>Return Fax:</b> (949) 760-9502  <b>Attorney's Docket No.:</b></p>	<p>6. Total number of registrations involved: 4</p> <p>7. Total fee (37 CFR 1.21(h)): \$115                  (X) Authorized to be charged to deposit account</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>_____                  Name of Person Signing                      Signature</p> <p style="text-align: right;">9/21/05                  _____                  Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments and document: 7</p>	

CH \$115.00 111410 0895888

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

**AGREEMENT**

**between**

**YAMAHA CORPORATION  
AND  
YAMAHA MOTOR CO., LTD.**

**regarding**

**ASSIGNMENT**

**OF**

**CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES**

THIS AGREEMENT is made this 15th day of September, 2005, by and among:

YAMAHA CORPORATION (hereinafter referred to as "YC"), incorporated under the laws of Japan and having its head office located at 10-1, Nakazawa-cho, Hamamatsu-shi, Shizuoka-ken, Japan; and YAMAHA MOTOR CO., LTD. (hereinafter referred to as "YMC"), incorporated under the laws of Japan and having its head office located at 2500 Shingai, Iwata-shi, Shizuoka-ken, Japan.

RECITALS

A. YC has rights in and to the registered and unregistered United States trademarks, service marks and trade names, together with any and all United States Trademark Registrations and applications therefor and United States common-law rights therein, that are listed in **SCHEDULE A** to this Agreement (which listed marks and names are hereinafter collectively referred to as the "**SCHEDULE A Marks**"). YMC is a licensee of the **SCHEDULE A Marks** for products including motorcycles, all-terrain vehicles ("ATVs"), snowmobiles, other motorized vehicles, and watercraft, as well as parts and accessories for those vehicles and watercraft.

B. YC and YMC desire for YMC to have full legal ownership of, and full legal standing to enforce the **SCHEDULE A Marks** within the United States as they relate to the business of distributing motorcycles, ATVs, snowmobiles, other motorized vehicles and watercraft and parts and accessories for those vehicles and watercraft.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration paid by YMC to YC, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:



1. DEFINITIONS.

1.01 "Subject Marks" shall mean the SCHEDULE A Marks, together with all United States trademark registrations, United States trademark applications, and United States common-law rights pertaining thereto (including related trade names, domain names and any other common-law rights under the laws of any state, district, territory or possession of the United States) insofar as such SCHEDULE A Marks relate to the business of distributing Subject Products and/or providing Subject Services in the United States.

1.02 "Subject Products" shall mean motorcycles, ATVs, snowmobiles, other motorized vehicles, and watercraft, as well as parts and accessories therefor, which are sold in the United States.

1.03 "Subject Services" shall mean services offered and/or provided within the United States relating to the distribution, leasing, finance, promotion, maintenance and repair of Subject Products.

2. ASSIGNMENT

2.01 YC does hereby ASSIGN to YMC the following:

2.01.1 All right, title and interest in and to the Subject Marks insofar as they relate to the business, in the United States, of distributing Subject Products and/or providing Subject Services, together with the goodwill of that business in the United States symbolized by the Subject Marks; and

2.01.2 All right, title and interest in and to any and every legal and equitable claim arising under the laws of the United States (or of any state, district, territory or possession of the United States) related to the Subject Marks, whether such claim now exists or arises hereafter, including the right to recover and have damages and profits.



3. MISCELLANEOUS

3.01 Prior Inconsistent Agreements Superseded: This Agreement supercedes any prior agreement to the extent of inconsistency between such prior agreement and this Agreement.

3.02 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of Japan.

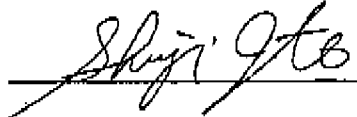
3.03 Oral Modification Prohibited: This Agreement may not be altered, amended, or modified except by written instrument signed by the parties hereto.

A handwritten signature in black ink, appearing to be 'S. Kato', is located in the bottom left corner of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on the date as hereinabove stated.

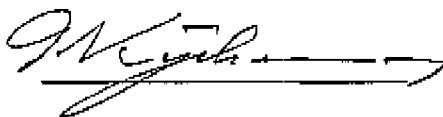
**YAMAHA CORPORATION**

By: 

Name: Shuji Ito

Title: President

**YAMAHA MOTOR CO., LTD.**

By: 

Name: Takashi Kajikawa

Title: President

SCHEDULE A MARKS

- (1) U.S. Trademark Registration No. 895,888 for the Yamaha Circle Design logo, shown below.



- (2) U.S. Trademark Registration No. 688,208 for the trademark YAMAHA
- (3) U.S. Trademark Registration No. 866,762 for the trademark YAMAHA
- (4) U.S. Trademark Registration No. 2,017,999 for the trademark YAMAHA
- (5) U.S. Trademark Registration No. 1,150,112 for the trademark YAMAHA, solely in connection with the Class 4 goods, namely, lubricating oils for motorized vehicles and parts thereof.

A handwritten signature in black ink, appearing to be 'S. J. K.', is located in the lower-left quadrant of the page.