

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Yamaha Corporation

- Individual(s)
- General Partnership
- Corporation- State: Japan
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 15, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Yamaha Motor Co., Ltd.

Internal

Address: _____

Street Address: 2500 Shingai, Iwata-shi

City: Shizuoka-ken

State: _____

Country: Japan

Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Japan
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,150,112
(Class 4 goods only)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Knobbe, Martens, Olson & Bear, LLP

Internal Address: _____

Street Address: 2040 Main Street, 14th Floor

City: Irvine

State: CA

Zip: 92614

Phone Number: (949) 760-0404

Fax Number: (949) 760-9502

Email Address: efiling@kmob.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 11-1410

Authorized User Name Knobbe, Martens, Olson & Bear, LLP

9. Signature:


Signature

9/22/05
Date

Catherine J. Holland

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003202 FRAME: 0310

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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.

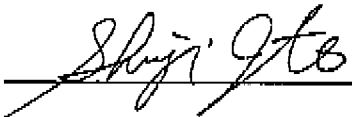
3.02 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of Japan.

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.

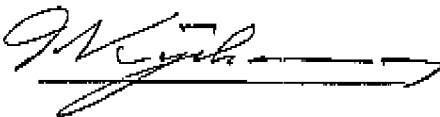
YAMAHA CORPORATION

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 'M. Olson', is located in the lower-left quadrant of the page.