

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titan Motorcycle Company of America, Inc.		07/13/2001	Bankruptcy Estate:
RECEIVING PARTY DATA			
Name:	Well Fargo Credit, Inc.		
Street Address:	100 West Washington Street		
Internal Address:	MAC 54101-076		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85005		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2047068	TITAN MOTORCYCLE CO. OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	HOWARD RICE NEMEROVSKI CANADY FALK & RAB		
Address Line 1:	3 Embarcadero Center, 7th Fl.		
Address Line 2:	Attn: Carole F. Barrett		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	40007.0001		
NAME OF SUBMITTER:	Carole F. Barrett		
Signature:	/CFB_dch/		

CH \$40.00 2047068

Date:

06/10/2008

Total Attachments: 8

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TRUSTEE'S ASSIGNMENT OF PROPRIETARY RIGHTS AND INTANGIBLES

ROGER W. BROWN, the Chapter 7 Trustee for the Titan Motorcycle Company of America, Inc. bankruptcy estate ("Assignor"), for valuable consideration received to its full satisfaction, hereby conveys, assigns, transfers, and delivers to WELLS FARGO CREDIT, INC. ("Assignee"), all of the Assignor's worldwide right, title, and interest in, to, and under:

(a) all marks (including, by way of example and not by way of limitation, any and all forms of trademarks and service marks, such as, by way of example and not by way of limitation, word marks and logos), trade dress, trade names, domain names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications for registration, registrations, extensions, and renewals of any of the foregoing, which were owned or used by Titan Motorcycle Company of America, Inc. ("Titan") in the operation of its business;

(b) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereon, invention and patent disclosures, and all forms of protection for any of the foregoing, including, by way of example and not by way of limitation, inventor's certificates, patent applications, and patents, together with all reissues, continuations, continuations-in-part, divisionals, revisions, additions, extensions, and reexaminations of any of the foregoing, which were owned or used by Titan in the operation of its business;

(c) all works of authorship, copyrights, and all applications for registration, registrations, and renewals of any of the foregoing, which were owned or used by Titan in the operation of its business;

(d) all trade secrets which were owned or used by Titan in the operation of its business, including, by way of example and not by way of limitation, valuable business and technical information, such as, by way of example and not by way of limitation, ideas, research and development, know-how, show-how, formulas, compositions, manufacturing and production processes and techniques, methods, schematics, technology, technical data, designs, drawings, flowcharts, block diagrams, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals;

(e) all common law, statutory, treaty, and convention rights (including rights of priority) concerning any of the foregoing categories listed in paragraphs (a), (b), (c), and (d);

(f) all copies and tangible embodiments (regardless of form or medium) of anything within any of the foregoing categories listed in paragraphs (a), (b), (c), (d), and (e);

(g) all licenses, sublicenses, agreements, or permissions related to any of the foregoing categories listed in paragraphs (a), (b), (c), (d), (e), and (f);

(h) all income, royalties, fees, damages, and payments previously, concurrently, or thereafter due or payable in respect to any of paragraphs (a), (b), (c), (d), (e), (f), and (g), except as excluded by that certain Order Authorizing Sale Of Assets Free And Clear Of Liens, Claims, Interests And Encumbrances issued by the United States Bankruptcy Court for the District of Arizona on July 2, 2001 (the "Sale Order");

(i) all causes of action (either in law or in equity) and the right to enforce any rights and file any causes of action, including, by way of example and not by way of limitation, the right to recover damages, for any past, present, and/or future infringement, misappropriation, and/or dilution of any item within any of paragraphs (a), (b), (c), (d), (e), (f), (g), and (h), except as excluded by the Sale Order; and

(j) any other intellectual property and/or proprietary rights which were owned or used by Titan Motorcycle Company of America, Inc. in the operation of its business (collectively, the "Proprietary Rights"), including, without limitation, all of those items described in the Schedule A attached hereto and hereby incorporated herein by reference, except as excluded by the Sale Order.

Assignor shall execute, acknowledge, and deliver all documents reasonably requested by Assignor, and shall perform any other reasonable acts the Assignee may require, in order to (1) vest all of Assignor's right, title, and interest in, to, and under the Proprietary Rights in Assignee, (2) make record with any and all domestic and foreign government agencies, authorities, courts, tribunals, or other third parties, of the fact that Assignee owns all right, title, and interest in, to, and under the Proprietary Rights and that Assignor no longer has any right, title, or interest, of any kind or nature, in, to, or under the Proprietary Rights, and/or (3) provide evidence to support any of the foregoing, to the extent such evidence is in the possession or control of Assignor, in the event such evidence is deemed necessary by Assignee.

In the event Assignee is unable for any reason, after reasonable effort by Assignee, to secure Assignor's signature on any document needed in connection with the actions specified in the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

Neither Assignor nor any person directly or indirectly controlled by it or claiming through it shall at any time, now or in the future, (1) challenge or otherwise interfere with or (2) cause, assist, or induce any other person or entity to challenge or otherwise interfere with Assignee's right, title, interest, use, and/or enforcement of any of the Proprietary Rights. By way of example and not by way of limitation, neither Assignor nor any person directly or indirectly controlled by it or claiming through it shall at any time, now or in the future, file, assert, or participate, or cause, assist, or induce any other person or entity to file, assert, or participate in, any allegation or claim before any court or administrative agency in any country of the world that Assignee does not have right, title, and interest in, to, and under the Proprietary Rights.

This Assignment is made in connection with the Sale Order, which is hereby incorporated herein by reference. All capitalized terms not herein defined shall be given the same meanings as are set forth in the Sale Order.


This Assignment is dated July 13, 2001 and shall be binding upon and be enforceable against Assignor and its successors and assigns and shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

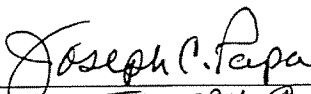
Assignor:

ROGER W. BROWN, Chapter 7 Trustee
of the Titan Motorcycle Company of
America, Inc. bankruptcy estate

Assignee:

WELLS FARGO CREDIT, INC.

By: 
Print Name: ROGER W. BROWN
Its: TRUSTEE

By: 
Print Name: JOSEPH C. PAPA
Its: VICE PRESIDENT

SCHEDULE A

ASSIGNMENT OF PROPRIETARY RIGHTS AND INTANGIBLES

[SEE ATTACHED "INTELLECTUAL PROPERTY ASSETS"]

INTELLECTUAL PROPERTY ASSETS

U.S. Trademark Registrations and Applications					
Trademark	Owner	Application Serial No.	Application Date	Registration No.	Registration Date
Titan Motorcycle Co. of America	Paragon Motorcycle Co. of America (AZ Corporation)	74/681,006	May 30, 1995	2,047,068	March 25, 1997
Sidewinder	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	75/466,122	April 10, 1998		
Roadrunner	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	75/466,123	April 10, 1998	2,353,123	May 30, 2000
Gecko	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	75/466,124	April 10, 1998	2,320,311	February 22, 2000

Foreign Trademark Registrations and Applications						
Trademark	Country	Owner	Application Serial No.	Application Date	Registration No.	Registration Date
Titan Motorcycle Co. of America	Australia	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	713,309	July 18, 1996	713,309	July 18, 1996
Titan Motorcycle Co. of America	Brazil	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	819.423.513	August 16, 1996		
Titan Motorcycle Co. of America	Canada	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	818,397	July 18, 1996	489,283	February 4, 1998

Foreign Trademark Registrations and Applications

Trademark	Country	Owner	Application Serial No.	Application Date	Registration No.	Registration Date
		(AZ Corporation)				
Titan Motorcycle Co. of America	People's Republic of China	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	2000028950	March 14, 2000		
Titan Motorcycle Co. of America	European Community	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	317594	August 1, 1996	317,594	December 22, 1998
Titan Motorcycle Co. of America	Indonesia	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	09619424	September 11, 1996	394,132	September 11, 1996
Titan Motorcycle Co. of America	Japan	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	82215/96	July 23, 1996	4078255	October 31, 1997
Titan Motorcycle Co. of America	Malaysia	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	96/11816	September 30, 1996		
Titan Motorcycle Co. of America	Mexico	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	396546	October 26, 1999		
Titan Motorcycle Co. of America	Singapore	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	S/8262/96	August 7, 1996	T96/08262H	August 7, 1996

Foreign Trademark Registrations and Applications						
Trademark	Country	Owner	Application Serial No.	Application Date	Registration No.	Registration Date
Titan Motorcycle Co. of America	South Africa	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	96/9727	July 18, 1996	81/9287-9	November 27, 2000
Titan Motorcycle Co. of America	South Korea	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	31566/96	July 19, 1996		
Titan Motorcycle Co. of America	Switzerland	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	09525/1999			
Titan Motorcycle Co. of America	Taiwan	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	85035929	July 19, 1996	785117	November 16, 1997
Titan	Thailand	Titan Motorcycle Co. of America, Inc. (AZ Corporation)	328699	February 24, 1997	KOR69770	February 24, 1997

U.S. Common Law Trademarks	
Trademark	Owner
Paradiso	Titan Motorcycle Co. of America, Inc. (AZ Corporation)
Phoenix	Titan Motorcycle Co. of America, Inc. (AZ Corporation)

Trade Names

Trade Name	State	Owner
Titan Motorcycle Company of America	Arizona	Titan Motorcycle Co. of America, Inc. (NV Corporation)
Titan Motorcycle Company of America	Nevada	Titan Motorcycle Co. of America, Inc. (NV Corporation)

Domain Names		
Domain Name	Registrant	Domain Name Registration Company
TITANSERVICE.COM	Titan Motorcycle Co. of America	Network Solutions, Inc.
TITANMOTORCYCLES.COM	Titan Motorcycle Company of America	Network Solutions, Inc.
TMOT.COM	Titan Motorcycle Company of America	Network Solutions, Inc.
TITANPARTS.COM	Titan Motorcycle Company of America	Network Solutions, Inc.
TITANINVENTORY.COM	Titan Motorcycle Company of America	Network Solutions, Inc.
TITAN-BIKES.COM	Titan Motorcycle Company of America	Network Solutions, Inc.
TITANMOTORCYCLE.COM	Titan Motorcycle Design	Network Solutions, Inc.

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