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08-29-2005

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Please record the attached document.

<p>1. Name of conveying party(ies): James M. Busse and Sean A. Rusch</p>	<p>2. Name and address of receiving party(ies): Name: Harley-Davidson Motor Company Group, Inc. Address: 3700 West Juneau Avenue Milwaukee, WI 53208 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input checked="checked" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: <u>August 23, 2005</u></p>	
<p>4. Application number(s) or patent number(s): A. Patent Application No.(s) 29/233,466 Filed: 7/01/2005</p>	<p>B. Patent No.(s)</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Kevin P. Moran Michael Best & Friedrich LLP 100 East Wisconsin Avenue Suite 3300 Milwaukee, Wisconsin 53202-4108 Phone: 414.271.6560</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41):.....\$ 40.00 <input checked="checked" type="checkbox"/> Enclosed <input type="checkbox"/> Charge to Deposit Account</p> <p>8. Deposit account number: <u>13-3080</u></p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. <i>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.</i> Glen A. Weitzer (Reg. No. 48,337) Name of Person Signing <u>Glen A. Weitzer</u> Signature <u>August 24, 2005</u> Date Attorney File <u>043210-1724-00</u> Total number of pages including cover sheet, attachments, and document: 3</p>	
<p>OMB No. 0651-0011 (exp. 4/94)</p>	

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8/29/05 10:10:00 AM

cc: Docketing

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PATENT
REEL: 016913 FRAME: 0437

ASSIGNMENT

Pursuant to our obligation to Harley-Davidson Motor Company Group, Inc. (hereinafter referred to as "Assignee"), a Wisconsin Corporation having its principal place of business at:

3700 West Juneau Avenue
Milwaukee, WI 53208

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged,

we:

James M. Busse
5410 41st Street
Kenosha, WI 53144

Sean A. Rusch
N94W6767 Fieldcrest Street
Cedarburg, WI 53012

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and assigns, our entire right, title and interest -

(1) in and to a new, original and ornamental design entitled "SIDE COVER FOR A MOTORCYCLE TRANSMISSION" for which we have executed a design Patent Application Serial No. 29/233,466, filed July 1, 2005 (Atty. File No. 043210-1724-00);

(2) in and to said design patent application, in and to all other patent applications (including divisional, continuation, continuation-in-part, and reissue applications), and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications or design registrations corresponding to the Application filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the design patent application and agree that any patent applications or design registrations of any foreign countries which may be filed shall be filed in the name of our Assignee with a claim to priority based on said design application.

And we hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said design patent or patents to Assignee.

8/23/05
Date

8/23/05
Date

James M. Busse
James M. Busse

Sean A. Rusch
Sean A. Rusch