

Mar 2-14-08

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-22-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Indian Motorcycle Manufacturing, Inc.

02111999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New Mexico

Receiving Party

Mark if additional names of receiving parties attached

Name IMCOA Licensing America, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 355 King Street W.

Address (line 2) 4th Floor

Address (line 3) Toronto

Ontario, Canada

M5V 1J6

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

03/21/2000 DNGUYEN 00000088 74491840

FOR OFFICE USE ONLY

31 FC:481 40.00 OP
32 FC:482 275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002037 FRAME: 0326

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | | | | |
|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="74491840"/> | <input type="text" value="74259617"/> | <input type="text" value="74498149"/> | <input type="text" value="1953518"/> | <input type="text" value="1967843"/> | <input type="text" value="1827074"/> |
| <input type="text" value="74485160"/> | <input type="text" value="74485062"/> | <input type="text" value="74249305"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="74249303"/> | <input type="text" value="74325096"/> | <input type="text" value="74491841"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Lawrence D. W. Graves, Esq.

Name of Person Signing

Signature

11 FEB 00

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT of intellectual property is dated February 11th 1999, from Stephan M. Rodolakis (the "Trustee"), the duly-appointed Chapter 7 Trustee of the bankruptcy estates of Indian Motorcycle Company, Inc. ("Company"), Indian Motorcycle Apparel and Accessories Co., Inc. ("Apparel"), and Indian Motorcycle Manufacturing Company, Inc. ("Manufacturing"), and Sterling Consulting Corporation, a Colorado corporation as receiver (the "Receiver"), to IMCOA Licensing America, Inc. (the "Buyer"). The Trustee and the Receiver are collectively termed the "Sellers."

Recitals:

a. The Debtors' Estates. On or about July 15, 1993, involuntary Chapter 7 Petitions were filed against Company and Apparel pursuant to Section 303(a) of the United States Bankruptcy Code. In a related case, Manufacturing filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on February 15, 1994, and continued in possession of its property and continued to manage its affairs as a Debtor-in-Possession until October 23, 1995. On that date, its Chapter 11 proceeding was converted to a proceeding under Chapter 7 (Company, Apparel, and Manufacturing being collectively termed the "Chapter 7 Debtors"). The Chapter 7 Debtors' bankruptcy cases are pending before the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court") in the actions captioned *In Re: Indian Motorcycle Company, Inc.*, *In Re: Indian Motorcycle Manufacturing Company, Inc.*, and *In Re: Indian Motorcycle Apparel Company, Inc.*, Case No.s 93-41354 -HJB, 94-42288-HJB, 93-41955-HJB, respectively.

b. The Receivership Estate. The United States District Court for the District of Colorado (the "District Court") appointed Sterling Consulting Corporation the receiver of Indian Motorcycle Manufacturing, Inc. ("IMMI") on a temporary and permanent basis by orders dated April 10 and April 19, 1995, respectively. The receivership action is pending before the District Court in the action styled *Eller Industries, Inc. v. Indian Motorcycle Manufacturing, Inc.*, Civil Action No. 95-Z-777 (D. Colo.).

c. The Combined Estates. As part of their respective duties, the Receiver and the Trustee have attempted to maximize the value of their estates (collectively, the estates of the Chapter 7 Debtors and the Receivership Estate are termed the "Combined Estates"). In furtherance of this goal, the Receiver and the Trustee agreed to sell their estates in coordinated fashion. On January 19, 1996, the Trustee and the Receiver filed their Coordinated Sale Agreement with the Bankruptcy Court for approval. The Coordinated Sale Agreement was approved by the Bankruptcy Court on January 19, 1996, and by the District Court on January 29, 1996, thereby putting the Coordinated Sale plan into effect.

d. The Sale. (i) The Receiver, in connection with its authority under the Order Appointing Receiver, negotiated and executed a contract for the purchase and sale of the assets of the Combined Estates with IMCOA Licensing America, Inc.(the "IMCOA Agreement"). Responding to the Joint Motion to Approve Termination of Eller Contract, Set Contract Approval Procedure, and Approve Interim Funding of Receivership, filed October 18, 1998, the District Court approved the IMCOA Agreement by its Order dated December 7, 1998.

(ii) The Trustee, in connection with his authority to collect and reduce to money the property of the estates pursuant to Bankruptcy Code §704, filed with the Bankruptcy Court the Motion for Order Authorizing Trustee to Sell all of the Debtor's (*sic*) Assets on or about December 12, 1998. In response to that Motion, the Bankruptcy Court approved the IMCOA Agreement by its Order Approving and Confirming Sale of Debtors' Assets, dated January 13, 1999.

(iii) The IMCOA Agreement provides that the assets conveyed pursuant to its provisions shall be conveyed free and clear of all claims and encumbrances, including (*inter alia*) all "Liabilities" as such term is defined therein.

Sale Provisions

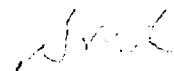
NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants contained in the IMCOA Agreement, the Sellers hereby do the following:

1. Trustee's Transfer and Assignment. The Trustee hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of his right, title, and interest and the right, title, and interest of the Chapter 7 Debtors, in and to the trademark registrations and applications identified on Exhibit A attached hereto, including all goodwill appurtenant thereto. The Trustee hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of his right, title, and interest and the right, title, and interest of the Chapter 7 Debtors, in and to the common law trademark assets identified on Exhibit 1- B and 1- C attached hereto, including all goodwill appurtenant thereto. The foregoing grants shall include all rights under any claim of prior infringement or misappropriation of the trademarks which exist or may have existed prior to this conveyance.

2. Receiver's Transfer and Assignment. The Receiver hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of its right, title, and interest and the right,

title, and interest of the receivership in and to the trademark assets identified on Exhibit A, including all the goodwill appurtenant thereto. The Receiver hereby contributes, assigns, conveys, transfers, and delivers to the Buyer all of its right, title, and interest and the right, title, and interest of the Receivership Estate, in and to the common law trademark assets identified on Exhibit B attached hereto, including all goodwill appurtenant thereto (the interests transferred by the Trustee and the Receiver being collectively termed the "Property"). The foregoing grants shall include all rights under any claim of prior infringement or misappropriation of the trademarks which exist or may have existed prior to this conveyance.

3. Ancillary Assignment Documents. On behalf of the Trustee and the Receiver, the Receiver shall, upon the request of the Buyer and without further consideration, execute short form assignments in the appropriate form with respect to each of the trademark assets identified on Exhibit A. Further, either or both of the Trustee and the Receiver shall, upon the request of the Buyer and without further consideration or Court approval, execute such other documentation as may be necessary or convenient to record, effectuate, perfect or evidence the transfer, and to take such other action as Buyer may reasonably require to correct any alleged deficiencies in the chain of title or otherwise more effectively document, evidence, and give full effect to the provisions of this transfer. Without limiting the generality of the foregoing, on behalf of the Combined Estates, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute "short form" assignments for each trademark application and each trademark registration in such form as the Buyer may request, including notarized execution, consular legalization by apostille or otherwise, as follows: (a) in connection with assignments of registrations and applications of trademark rights of record with the United States Patent and Trademark Office, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit C; (b) in connection with assignments of registrations and applications of trademark rights of record with the various state trademark offices, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit D unless one or more state trademark offices requires a different form and in such case shall execute such form other form as any such state trademark office may require for registration or filing in order to give effect to the substance of the conveyance contemplated by Exhibit D; (c) in connection with assignments of registrations and applications of trademark rights of record with the various trademark offices in foreign territories, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit E or otherwise in such form as such foreign territories may require for registration or filing in order to give effect to the substance




of the conveyance contemplated by Exhibit E; and (d) in connection with assignments of common law trademark rights not reflected in the foregoing assignments, the Receiver shall, upon the request of the Buyer without further consideration or Court approval, execute assignments substantially in the form attached hereto as Exhibit F. Further assurances shall be provided upon request by the Trustee and/or Receiver or, following the conclusion of their respective Estates, the Clerk of Court or any other individual designated by the applicable Court shall without further consideration provide further assurances of the conveyance herein contemplated upon request by the Buyer.

4. Transfer Free and Clear of All Liens, Encumbrances and Interests. Pursuant to the Orders approving the IMCOA Agreement entered by the District Court and the Bankruptcy Court, the Sellers are transferring and conveying the Property to the Buyer free and clear of any liens, encumbrances, security interests, pledges, mortgages, charges, claims, Liabilities (as such term is defined in the IMCOA Agreement) or interests of whatever kind or nature. The scope, validity, force and effect of this transfer shall be determined solely by the respective orders of the Bankruptcy Court and the District Court, without any recourse being available to the Buyer against either of the Sellers.


5. Effective Time. The transfer of the Property pursuant to this Assignment shall be effective as of 12:01 a.m. on the 11th day of February, 1999.

IN WITNESS WHEREOF, the Trustee and Receiver have executed and delivered this Assignment on the date first set forth above.



Stephan M. Rodolakis, as Trustee

Sterling Consulting Corporation, as Receiver

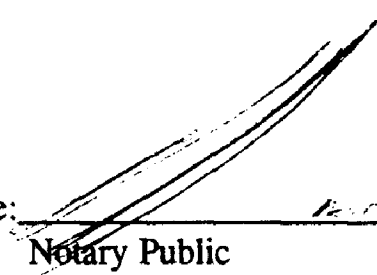
By: 

Richard A. Block, President



COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF WORCESTER)

On this 22 day of February, 1999, before me personally appeared Stephan M. Rodolakis, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

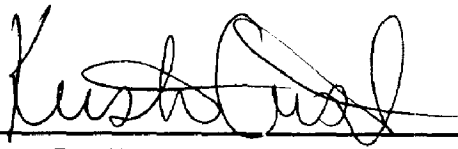
Name:  _____
Notary Public

(seal)

My Commission Expires: 3/15/04

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

On this 11th day of February, 1999, before me appeared Richard A. Block, to me personally known, who, being duly sworn, did say that he is the President of Sterling Consulting Corporation, a Colorado corporation, and that the seal affixed to the instrument is the corporate seal of Sterling Consulting Corporation, and that the instrument was signed and sealed on behalf of that corporation by authority of its board of directors, and he acknowledged the instrument as the free act and deed of Sterling Consulting Corporation.

Name: 
Notary Public

(seal)

My Commission Expires: 11/26/00

| Trademark Registrant | Class | Serial No. | Registration No. |
|---|-------|------------|------------------|
| American Indian Motorcycle Co., Inc. | 25 | 74-498,031 | |
| American Indian Motorcycle Co., Inc. | 25 | 74-299,745 | |
| American Indian Motorcycle Co., Inc. | 28 | 74-296,910 | |
| American Indian Motorcycle Co., Inc. | 06 | 74-296,910 | |
| American Indian Motorcycle Co., Inc. | 12 | 74-296,909 | |
| Hendee Manufacturing Company | 12 | 386,946 | 351,941 |
| Hendee Manufacturing Company | 12 | 39,008 | 39,008 |
| Hendee Manufacturing Company | 12 | 15,220 | 67,699 |
| Hendee Manufacturing Company | 12 | 83,586 | 103,728 |
| Hendee Manufacturing Company | 12 | 545,002 | 509,706 |
| Hendee Manufacturing Company | 12 | 83,585 | 103,727 |
| Hendee Manufacturing Company | 12 | 76,373 | 98,282 |
| Indian Brewing Company | 25 | 75-106,876 | |
| Indian Brewing Company | 32 | 75-106,876 | |
| Indian Motorcycle Company, Inc. | 32 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 29 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 42 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 30 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 33 | 75-052,764 | |
| Indian Motorcycle Manufacturing Company, Inc. | 25 | 74-063,475 | |
| Indian Motorcycle Manufacturing Company, Inc. | 03 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 04 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 08 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 14 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 16 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 18 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 28 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 32 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 42 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 12 | 74-153,568 | |
| Indian Motorcycle Manufacturing Company, Inc. | 12 | 72-355,024 | 921,459 |
| Indian Motorcycle Manufacturing Company, Inc. | 34 | 74-397,285 | |
| Indian Motorcycle Café, Inc. | 42 | 74-503,651 | |
| Indian Motorcycle Café, Inc. | 42 | 74-503,651 | |
| Indian Motorcycle Manufacturing Company | 12 | 75-076,242 | |
| Indian Motorcycle Manufacturing Company | 25 | 75-076,242 | |
| Indian Motorcycle Manufacturing Company | 42 | 75-076,242 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,013 | 1,953,518 |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-259,617 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-498,149 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-491,840 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-571,637 | 1,967,843 |
| Indian Motorcycle Manufacturing, Inc. | 18 | 74-485,160 | |

| Trademark Registrant | Class | Serial No. | Registration No. |
|---------------------------------------|-------|------------|------------------|
| Indian Motorcycle Manufacturing, Inc. | 25 | 74-485,062 | |
| Indian Motorcycle Manufacturing, Inc. | 25 | 74-249,305 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-249,303 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,096 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-491,841 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,097 | 1,827,074 |
| Indian Motorcycle Supply | 12 | 74-307,804 | |
| Indian Motorcycle Supply | 25 | 75-138,684 | |
| Indian Motorcycle Supply | 25 | 75-145,807 | |
| Indian Motorcycle Supply | 16 | 75-138,682 | |
| Indian Motorcycle Supply | 25 | 75-138,683 | |
| Indian Tabac Company | 34 | 75-128,241 | |
| Indian Tabac Company | 25 | 75-293,947 | |
| Kellwood Company | 25 | 72-022,312 | 652,777 |
| Liberty Holding Company, Inc. | 32 | 74-480,331 | |
| Liberty Holding Company, Inc. | 03 | 74-480,330 | |

| Trademark Registrant | State | Class | Registration No. |
|--------------------------------------|-------------------|-------|-------------------|
| American Indian Motorcycle Co., Inc. | USA - California | 28 | 98,464 |
| American Indian Motorcycle Co., Inc. | USA - California | 26 | 98,743 |
| American Indian Motorcycle Co., Inc. | USA - California | 12 | 98,462 |
| American Indian Motorcycle Co., Inc. | USA - California | 25 | 98,742 |
| American Indian Motorcycle Co., Inc. | USA - California | 14 | 98,465 |
| American Indian Motorcycle Co., Inc. | USA - Colorado | 12 | 941,013,949 |
| American Indian Motorcycle Co., Inc. | USA - Connecticut | 12 | 9,214 |
| American Indian Motorcycle Co., Inc. | USA - Connecticut | 25 | 9,212 |
| American Indian Motorcycle Co., Inc. | USA - Connecticut | 28 | 9,213 |
| American Indian Motorcycle Co., Inc. | USA - Illinois | 28 | 73,641 |
| American Indian Motorcycle Co., Inc. | USA - Illinois | 12 | 73,640 |
| American Indian Motorcycle Co., Inc. | USA - Illinois | 14 | 73,639 |
| American Indian Motorcycle Co., Inc. | USA - Illinois | 14 | 73,638 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 14 | W16,557 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 12 | W16,565 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 28 | W16,567 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 28 | W16,562 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 25 | W16,571 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 06 | W16,570 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 14 | W16,570 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 21 | W16,570 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 28 | W16,570 |
| American Indian Motorcycle Co., Inc. | USA - Iowa | 28 | W16,563 |
| American Indian Motorcycle Co., Inc. | USA - Michigan | 12 | M01,083 |
| American Indian Motorcycle Co., Inc. | USA - Minnesota | 28 | 22,010 |
| American Indian Motorcycle Co., Inc. | USA - Minnesota | 25 | 22,011 |
| American Indian Motorcycle Co., Inc. | USA - Minnesota | 12 | 22,009 |
| American Indian Motorcycle Co., Inc. | USA - Nevada | 25 | Book 27, Page 249 |
| American Indian Motorcycle Co., Inc. | USA - Nevada | 28 | Book 27, Page 250 |
| American Indian Motorcycle Co., Inc. | USA - Nevada | 12 | Book 27, Page 251 |
| American Indian Motorcycle Co., Inc. | USA - Nevada | 09 | Book 27, Page 252 |
| American Indian Motorcycle Co., Inc. | USA - New Mexico | 12 | TK93,121,304 |
| American Indian Motorcycle Co., Inc. | USA - New Mexico | 14 | TK93,121,304 |
| American Indian Motorcycle Co., Inc. | USA - New Mexico | 20 | TK93,121,304 |
| American Indian Motorcycle Co., Inc. | USA - New Mexico | 21 | TK93,121,304 |
| American Indian Motorcycle Co., Inc. | USA - New Mexico | 25 | TK93,121,304 |
| American Indian Motorcycle Co., Inc. | USA - Oklahoma | 25 | 26,361 |
| American Indian Motorcycle Co., Inc. | USA - Oklahoma | 12 | 26,360 |
| American Indian Motorcycle Co., Inc. | USA - Oklahoma | 28 | 26,359 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 02 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 04 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 06 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 08 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 09 | T27,840 |

| Trademark Registrant | State | Class | Registration No. |
|--------------------------------------|--------------------|-------|------------------|
| American Indian Motorcycle Co., Inc. | USA - Oregon | 12 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 14 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 16 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 24 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 25 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 26 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 27 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 28 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 32 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Oregon | 34 | T27,840 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 12 | 2598848 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 28 | 2604120 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 25 | 2598840 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 28 | 2604118 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 12 | 2598834 |
| American Indian Motorcycle Co., Inc. | USA - Pennsylvania | 25 | 2598845 |
| American Indian Motorcycle Co., Inc. | USA - Texas | 12 | 53,204 |
| American Indian Motorcycle Co., Inc. | USA - Texas | 28 | 53,204 |
| American Indian Motorcycle Co., Inc. | USA - Vermont | 12 | 7,285 |
| American Indian Motorcycle Co., Inc. | USA - Washington | 25 | 22,863 |
| American Indian Motorcycle Co., Inc. | USA - Washington | 12 | 22,871 |
| American Indian Motorcycle Co., Inc. | USA - Washington | 28 | 22,862 |
| American Indian Motorcycle Co., Inc. | USA - Washington | 26 | 22,872 |

Exhibit 1 - A - 3
Foreign Trademarks

| Trade Mark Registrant | Country | Class | Serial Number | Registration No. |
|--------------------------------------|---------------|-------|----------------|------------------|
| American Indian Motorcycle Co., Inc. | Australia | 06 | 601,178 | |
| American Indian Motorcycle Co., Inc. | Australia | 12 | 601,178 | 601179 |
| American Indian Motorcycle Co., Inc. | Australia | 06 | 601,179 | |
| American Indian Motorcycle Co., Inc. | Australia | 12 | 601,179 | |
| American Indian Motorcycle Co., Inc. | Australia | 28 | 601,179 | |
| American Indian Motorcycle Co., Inc. | Great Britain | 28 | 1,548,620 | |
| American Indian Motorcycle Co., Inc. | Great Britain | 25 | 1,534,128 | |
| American Indian Motorcycle Co., Inc. | Great Britain | 12 | 1,534,127 | |
| American Indian Motorcycle Co., Inc. | Great Britain | 06 | 1,534,126 | |
| American Indian Motorcycle Co., Inc. | Italy | 12 | 93 1788 Torino | |
| American Indian Motorcycle Co., Inc. | Japan | 06 | H05-52341 | |
| American Indian Motorcycle Co., Inc. | Japan | 12 | H05-52342 | |
| American Indian Motorcycle Co., Inc. | Japan | 25 | H05-52343 | |
| American Indian Motorcycle Co., Inc. | New Zealand | 12 | 235,054 | |
| American Indian Motorcycle Co., Inc. | New Zealand | 25 | 235,055 | |
| American Indian Motorcycle Co., Inc. | New Zealand | 28 | 235,056 | |
| American Indian Motorcycle Co., Inc. | Poland | 28 | Z-121249 | |
| Hendee Manufacturing Company | Canada | 12 | 990,505 | NFLD000.505 |
| Indian Motocycle Company - Japan | Japan | 25 | H07-113221 | 4,022,987 |
| Indian Motocycle Company - Japan | Japan | 25 | H07-135123 | |
| Indian Motocycle Company - Japan | Japan | 09 | H05-30601 | |
| Indian Motocycle Company - Japan | Japan | 21 | H05-30606 | |
| Indian Motocycle Company - Japan | Japan | 25 | H05-30607 | |
| Indian Motocycle Company - Japan | Japan | 30 | H05-30608 | 3,236,462 |
| Indian Motocycle Company - Japan | Japan | 35 | H05-30612 | |
| Indian Motocycle Company - Japan | Japan | 42 | H06-117553 | 4,099,777 |
| Indian Motocycle Company - Japan | Japan | 28 | H05-86456 | |
| Indian Motocycle Company - Japan | Japan | 28 | H05-86458 | |
| Indian Motocycle Company - Japan | Japan | 09 | H10-519 | |
| Indian Motocycle Company Limited | New Zealand | 12 | 224,054 | |
| Indian Motocycle Company, Inc. | Australia | 09 | 638,631 | 638,631 |
| Indian Motocycle Company, Inc. | Australia | 12 | 638,632 | |
| Indian Motocycle Company, Inc. | Australia | 25 | 638,633 | |
| Indian Motocycle Company, Inc. | Australia | 28 | 638,634 | |
| Indian Motocycle Company, Inc. | Australia | 12 | 731,366 | |
| Indian Motocycle Company, Inc. | Australia | 25 | 731,366 | |
| Indian Motocycle Company, Inc. | Australia | 28 | 731,366 | |
| Indian Motocycle Company, Inc. | Austria | 12 | AM1011/93 | 150,120 |
| Indian Motocycle Company, Inc. | Austria | 14 | AM1011/93 | 150,120 |
| Indian Motocycle Company, Inc. | Austria | 18 | AM1011/93 | 150,120 |
| Indian Motocycle Company, Inc. | Austria | 25 | AM1011/93 | 150,120 |
| Indian Motocycle Company, Inc. | Austria | 26 | AM1011/93 | 150,120 |
| Indian Motocycle Company, Inc. | Benelux | 28 | 832,525 | 561,903 |
| Indian Motocycle Company, Inc. | Benelux | 09 | 832,525 | 561,903 |

Exhibit 1 - A - 3
Foreign Trademarks

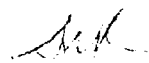
| Trade Mark Registrant | Country | Class | Serial Number | Registration No. |
|---------------------------------|-----------|-------|---------------|------------------|
| Indian Motorcycle Company, Inc. | Benelux | 25 | 832,525 | 561,903 |
| Indian Motorcycle Company, Inc. | Benelux | 12 | 832,525 | 561,903 |
| Indian Motorcycle Company, Inc. | Brazil | 12 | 818,058,471 | 818,058,471 |
| Indian Motorcycle Company, Inc. | Brazil | 25 | 818,058,480 | 818,058,480 |
| Indian Motorcycle Company, Inc. | China | 12 | 93 006,488 | 922,138 |
| Indian Motorcycle Company, Inc. | China | 25 | 93 006,489 | 833,779 |
| Indian Motorcycle Company, Inc. | Community | 04 | 287,904 | |
| Indian Motorcycle Company, Inc. | Community | 12 | 287,904 | |
| Indian Motorcycle Company, Inc. | Community | 32 | 287,904 | |
| Indian Motorcycle Company, Inc. | Community | 33 | 287,904 | |
| Indian Motorcycle Company, Inc. | Community | 34 | 287,904 | |
| Indian Motorcycle Company, Inc. | Community | 42 | 287,904 | |
| Indian Motorcycle Company, Inc. | Denmark | 12 | 06922/1992 | 573/1997 |
| Indian Motorcycle Company, Inc. | Denmark | 14 | 06922/1992 | 573/1997 |
| Indian Motorcycle Company, Inc. | Denmark | 18 | 00687/1997 | |
| Indian Motorcycle Company, Inc. | Denmark | 25 | 00687/1997 | |
| Indian Motorcycle Company, Inc. | Denmark | 26 | 06922/1992 | 573/1997 |
| Indian Motorcycle Company, Inc. | Finland | 09 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 12 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 14 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 18 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 25 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 26 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 28 | 4,284/94 | 207,308 |
| Indian Motorcycle Company, Inc. | Finland | 12 | 4,583/92 | 209,977 |
| Indian Motorcycle Company, Inc. | Finland | 14 | 4,583/92 | 209,977 |
| Indian Motorcycle Company, Inc. | Finland | 18 | 4,583/92 | 209,977 |
| Indian Motorcycle Company, Inc. | Finland | 25 | 4,583/92 | 209,977 |
| Indian Motorcycle Company, Inc. | Finland | 26 | 4,583/92 | 209,977 |
| Indian Motorcycle Company, Inc. | France | 09 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 12 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 14 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 18 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 25 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 26 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | France | 28 | 94 535,008 | 94 535,008 |
| Indian Motorcycle Company, Inc. | Greece | 03 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 08 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 16 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 28 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 42 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 04 | 121,387 | |
| Indian Motorcycle Company, Inc. | Greece | 12 | 111,298 | |
| Indian Motorcycle Company, Inc. | Greece | 14 | 111,298 | |

| Trade Mark Registrant | Country | Class | Serial Number | Registration No. |
|---------------------------------|---------------|-------|----------------|------------------|
| Indian Motorcycle Company, Inc. | Greece | 18 | 111,298 | |
| Indian Motorcycle Company, Inc. | Greece | 24 | 111,298 | |
| Indian Motorcycle Company, Inc. | Greece | 25 | 111,298 | |
| Indian Motorcycle Company, Inc. | Greece | 26 | 111,298 | |
| Indian Motorcycle Company, Inc. | Hong Kong | 12 | 7759/94 | |
| Indian Motorcycle Company, Inc. | Hong Kong | 25 | 7758/94 | B10702/96 |
| Indian Motorcycle Company, Inc. | Hungary | 12 | M9206452 | 138,537 |
| Indian Motorcycle Company, Inc. | Hungary | 25 | M9206452 | 138,537 |
| Indian Motorcycle Company, Inc. | Israel | 12 | 97,379 | 97,379 |
| Indian Motorcycle Company, Inc. | Israel | 25 | 97,378 | |
| Indian Motorcycle Company, Inc. | Korea (South) | 18 | 38,663/94 | |
| Indian Motorcycle Company, Inc. | Korea (South) | 09 | 38,664/94 | 332,496 |
| Indian Motorcycle Company, Inc. | Korea (South) | 12 | 38,665/94 | 333,661 |
| Indian Motorcycle Company, Inc. | Korea (South) | 07 | 38,666/94 | 330,217 |
| Indian Motorcycle Company, Inc. | Korea (South) | 28 | 38,667/94 | |
| Indian Motorcycle Company, Inc. | Korea (South) | 25 | 38,668/94 | |
| Indian Motorcycle Company, Inc. | Liechtenstein | 12 | 8,702 | 8,702 |
| Indian Motorcycle Company, Inc. | Liechtenstein | 25 | 8,702 | 8,702 |
| Indian Motorcycle Company, Inc. | Malaysia | 12 | MA/9019/92 | |
| Indian Motorcycle Company, Inc. | Malaysia | 25 | MA/9018/92 | |
| Indian Motorcycle Company, Inc. | Mexico | 12 | 205,511 | 482,548 |
| Indian Motorcycle Company, Inc. | Mexico | 25 | 205,510 | 502,278 |
| Indian Motorcycle Company, Inc. | Norway | 09 | 94,4694 | 176,309 |
| Indian Motorcycle Company, Inc. | Norway | 12 | 94,4694 | 176,309 |
| Indian Motorcycle Company, Inc. | Norway | 25 | 94,4694 | 176,309 |
| Indian Motorcycle Company, Inc. | Norway | 28 | 94,4694 | 176,309 |
| Indian Motorcycle Company, Inc. | Russia | 12 | 93 001,648 | 121,802 |
| Indian Motorcycle Company, Inc. | Russia | 25 | 93 001,648 | 121,802 |
| Indian Motorcycle Company, Inc. | Singapore | 12 | S/1895/95 | |
| Indian Motorcycle Company, Inc. | Singapore | 25 | S/1896/95 | |
| Indian Motorcycle Company, Inc. | South Africa | 12 | 95/2268 | 95/2268 |
| Indian Motorcycle Company, Inc. | South Africa | 25 | 95/2269 | 95/2269 |
| Indian Motorcycle Company, Inc. | Spain | 12 | 1,742,894/7 | 1,742,894 |
| Indian Motorcycle Company, Inc. | Spain | 25 | 1,742,895/5 | 1,742,895 |
| Indian Motorcycle Company, Inc. | Spain | 09 | | |
| Indian Motorcycle Company, Inc. | Switzerland | 12 | 4,620/1994.8 | 422,959 |
| Indian Motorcycle Company, Inc. | Switzerland | 14 | 4,620/1994.8 | 422,959 |
| Indian Motorcycle Company, Inc. | Switzerland | 25 | 4,620/1994.8 | 422,959 |
| Indian Motorcycle Company, Inc. | Venezuela | 09 | | |
| Indian Motorcycle Company, Inc. | Yugoslavia | 09 | Z559/94 | |
| Indian Motorcycle Company, Inc. | Yugoslavia | 12 | Z559/94 | |
| Indian Motorcycle Company, Inc. | Yugoslavia | 25 | Z559/94 | |
| Indian Motorcycle Company, Inc. | Yugoslavia | 28 | Z559/94 | |
| Indian Motorcycle Manufacturing | Italy | 12 | 92 5553 Milano | 649,043 |

Exhibit 1 - A - 3
Foreign Trademarks

| Trade Mark Registrant | Country | Class | Serial Number | Registration No. |
|------------------------------------|-------------|-------|----------------|------------------|
| Indian Motorcycle Manufacturing | Italy | 14 | 92 5553 Milano | 649,043 |
| Indian Motorcycle Manufacturing | Italy | 18 | 92 5553 Milano | 649,043 |
| Indian Motorcycle Manufacturing | Italy | 25 | 92 5553 Milano | 649,043 |
| Indian Motorcycle Manufacturing | Italy | 26 | 92 5553 Milano | 649,043 |
| Indian Motorcycle Manufacturing | Poland | 12 | Z-117089 | 86,105 |
| Indian Motorcycle Manufacturing | Poland | 25 | Z-117089 | 86,105 |
| Indian Motorcycle Company, Beverly | Italy | 12 | 74 34573 | 310,992 |
| Indian Motorcycle Company, Inc. | Finland | 04 | 3143/96 | |
| Indian Motorcycle Company, Inc. | Finland | 12 | 3143/96 | |
| Indian Motorcycle Company, Inc. | Finland | 32 | 3143/96 | |
| Indian Motorcycle Company, Inc. | Finland | 33 | 3143/96 | |
| Indian Motorcycle Company, Inc. | Finland | 34 | 3143/96 | |
| Indian Motorcycle Company, Inc. | Finland | 42 | 3143/96 | |
| Indian Motorcycle Company, Inc. | New Zealand | 04 | 260,561 | |
| Indian Motorcycle Company, Inc. | New Zealand | 07 | 260,562 | |
| Indian Motorcycle Company, Inc. | New Zealand | 08 | 260,563 | |
| Indian Motorcycle Company, Inc. | New Zealand | 14 | 260,564 | |
| Indian Motorcycle Company, Inc. | New Zealand | 16 | 260,565 | |
| Indian Motorcycle Company, Inc. | New Zealand | 18 | 260,566 | |
| Indian Motorcycle Company, Inc. | New Zealand | 24 | 260,567 | |
| Indian Motorcycle Company, Inc. | New Zealand | 25 | 260,568 | |
| Indian Motorcycle Company, Inc. | New Zealand | 28 | 260,569 | |
| Indian Motorcycle Company, Inc. | New Zealand | 32 | 260,570 | |
| Indian Motorcycle Company, Inc. | New Zealand | 42 | 260,571 | |
| Indian Tabac Cigar Co. And Design | Germany | 20 | | 39802787 |
| Indian Tabac Cigar Co. And Design | Germany | 34 | | 39802787 |
| Indian Tabac Cigar Co. And Design | Germany | 18 | | 39802787 |
| Indian Tabac Cigar Co. And Design | Germany | 20 | | 39802787 |
| Indian Tabac Cigar Co. And Design | Germany | 33 | | 39802787 |
| Indian Tabac Cigar Co. And Design | Germany | 25 | | 39802787 |
| Kajiya, Scott S. | Japan | 12 | H04-10314 | 2,674,792 |
| Kajiya, Scott S. | Japan | 25 | H04-10315 | 2,710,099 |
| Kajiya, Scott S. | Japan | 26 | H04-10316 | 2,720,681 |
| Kajiya, Scott S. | Japan | 28 | H04-10317 | |
| Kajiya, Scott S. | Japan | 14 | H05-30602 | 4,091,509 |
| Kajiya, Scott S. | Japan | 16 | H05-30603 | |
| Kajiya, Scott S. | Japan | 18 | H05-30604 | 3,199,708 |
| Kajiya, Scott S. | Japan | 20 | H05-30605 | |
| Kajiya, Scott S. | Japan | 32 | H05-30609 | 3,330,344 |
| Kajiya, Scott S. | Japan | 33 | H05-30610 | |
| Kajiya, Scott S. | Japan | 34 | H05-30611 | |
| Toyo Enterprise KK | Japan | 25 | H08-124816 | |
| Toyo Enterprise KK | Japan | 25 | H08-124807 | |
| Toyo Enterprise KK | Japan | 25 | H08-124803 | |

| Trade Mark Registrant | Country | Class | Serial Number | Registration No. |
|-----------------------|---------|-------|---------------|------------------|
| Toyo Enterprise KK | Japan | 25 | H08-124805 | |
| Toyo Enterprise KK | Japan | 25 | H08-124804 | |
| Toyo Enterprise KK | Japan | 25 | H06-95839 | |
| Toyo Enterprise KK | Japan | 14 | H07-33461 | |
| Toyo Enterprise KK | Japan | 18 | H07-33462 | |
| Toyo Enterprise KK | Japan | 14 | H08-80714 | |
| Toyo Enterprise KK | Japan | 18 | H08-80715 | |
| Toyo Enterprise KK | Japan | 24 | H08-80716 | |
| Toyo Enterprise KK | Japan | 28 | H08-80717 | |
| Toyo Enterprise KK | Japan | 25 | H09-2656 | |
| Toyo Enterprise KK | Japan | 25 | H09-2657 | |
| Toyo Enterprise KK | Japan | 25 | H09-2659 | |
| Toyo Enterprise KK | Japan | 25 | H09-34959 | |
| Toyo Enterprise KK | Japan | 25 | H09-34960 | |
| Toyo Enterprise KK | Japan | 25 | H08-124815 | |
| Toyo Enterprise KK | Japan | 25 | H08-124808 | |
| Toyo Enterprise KK | Japan | 25 | H08-124813 | |
| Toyo Enterprise KK | Japan | 25 | H08-124810 | |
| Toyo Enterprise KK | Japan | 25 | H09-2660 | |
| Toyo Enterprise KK | Japan | 25 | H06-95840 | |



In The United States Patent and Trademark Office

Power of Attorney for
All Existing and Future Applications and Registrations with
Designation of Domestic Representative

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

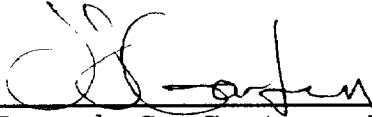
Sir:

IMCOA Licensing America, Inc. ("IMCOA"), on its own behalf and as successor in interest of the trademark registrants and/or owners listed in Exhibit A attached hereto, hereby appoints and designates Lawrence D.W. Graves, of Fierst & Pucci LLP, 64 Gothic Street, Northampton, MA 01060, (413) 584-8067, a member of the Bar of the Commonwealth of Massachusetts, its attorney, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office and in the Courts in connection with all existing, as listed in the before mentioned Exhibit A, and all future applications and registrations. IMCOA also designates Mr. Graves as IMCOA's domestic representative upon whom all notices or process in proceedings affecting the matters listed in Exhibit A may be served.

Respectfully submitted,

Date: Oct. 28, 1999

IMCOA Licensing America, Inc.

By: 
Joseph S. Garten, Vice President
Indian Motorcycle
355 King Street West, 4th Floor
Toronto, Ontario, CANADA M5V 1J6

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first-class mail in an envelope addressed to:

BOX _____
NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

on _____
Date Signature Printed

| Trademark Registrant | Class | Serial No. | Registration No. |
|---|-------|------------|------------------|
| American Indian Motorcycle Co., Inc. | 25 | 74-498,031 | |
| American Indian Motorcycle Co., Inc. | 25 | 74-299,745 | |
| American Indian Motorcycle Co., Inc. | 28 | 74-296,910 | |
| American Indian Motorcycle Co., Inc. | 06 | 74-296,910 | |
| American Indian Motorcycle Co., Inc. | 12 | 74-296,909 | |
| Hendee Manufacturing Company | 12 | 386,946 | 351,941 |
| Hendee Manufacturing Company | 12 | 39,008 | 39,008 |
| Hendee Manufacturing Company | 12 | 15,220 | 67,699 |
| Hendee Manufacturing Company | 12 | 83,586 | 103,728 |
| Hendee Manufacturing Company | 12 | 545,002 | 509,706 |
| Hendee Manufacturing Company | 12 | 83,585 | 103,727 |
| Hendee Manufacturing Company | 12 | 76,373 | 98,282 |
| Indian Brewing Company | 25 | 75-106,876 | |
| Indian Brewing Company | 32 | 75-106,876 | |
| Indian Motorcycle Company, Inc. | 32 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 29 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 42 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 30 | 75-052,764 | |
| Indian Motorcycle Company, Inc. | 33 | 75-052,764 | |
| Indian Motorcycle Manufacturing Company, Inc. | 25 | 74-063,475 | |
| Indian Motorcycle Manufacturing Company, Inc. | 03 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 04 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 08 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 14 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 16 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 18 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 28 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 32 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 42 | 74-546,202 | |
| Indian Motorcycle Manufacturing Company, Inc. | 12 | 74-153,568 | |
| Indian Motorcycle Manufacturing Company, Inc. | 12 | 72-355,024 | 921,459 |
| Indian Motorcycle Manufacturing Company, Inc. | 34 | 74-397,285 | |
| Indian Motorcycle Café, Inc. | 42 | 74-503,651 | |
| Indian Motorcycle Café, Inc. | 42 | 74-503,651 | |
| Indian Motorcycle Manufacturing Company | 12 | 75-076,242 | |
| Indian Motorcycle Manufacturing Company | 25 | 75-076,242 | |
| Indian Motorcycle Manufacturing Company | 42 | 75-076,242 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,013 | 1,953,518 |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-259,617 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-498,149 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-491,840 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-571,637 | 1,967,843 |
| Indian Motorcycle Manufacturing, Inc. | 18 | 74-485,160 | |

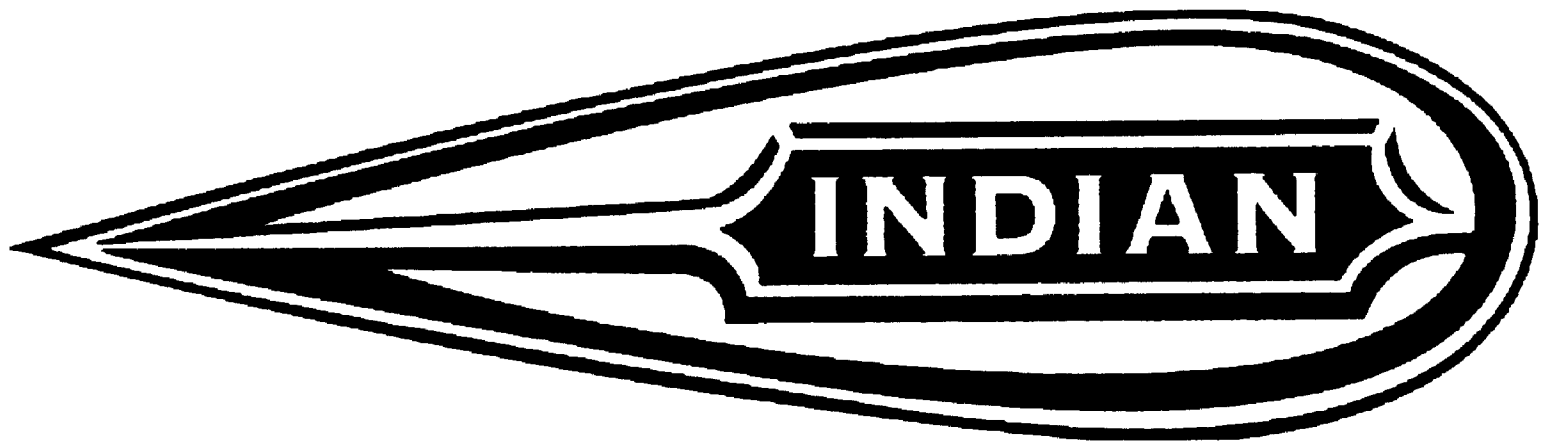
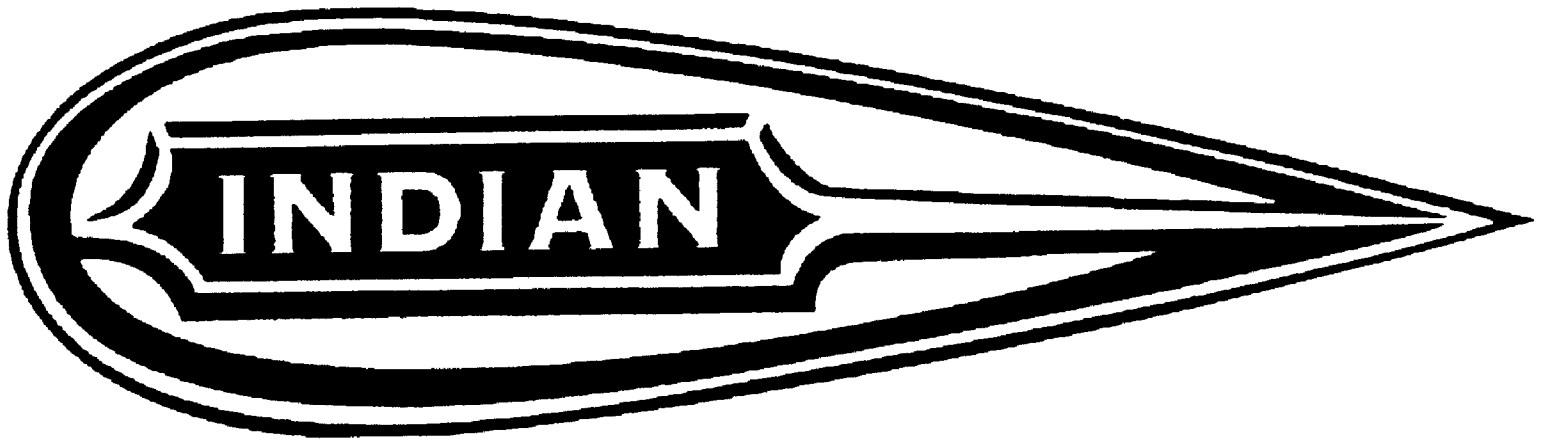
| Trademark Registrant | Class | Serial No. | Registration No. |
|---------------------------------------|-------|------------|------------------|
| Indian Motorcycle Manufacturing, Inc. | 25 | 74-485,062 | |
| Indian Motorcycle Manufacturing, Inc. | 25 | 74-249,305 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-249,303 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,096 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-491,841 | |
| Indian Motorcycle Manufacturing, Inc. | 12 | 74-325,097 | 1,827,074 |
| Indian Motorcycle Supply | 12 | 74-307,804 | |
| Indian Motorcycle Supply | 25 | 75-138,684 | |
| Indian Motorcycle Supply | 25 | 75-145,807 | |
| Indian Motorcycle Supply | 16 | 75-138,682 | |
| Indian Motorcycle Supply | 25 | 75-138,683 | |
| Indian Tabac Company | 34 | 75-128,241 | |
| Indian Tabac Company | 25 | 75-293,947 | |
| Kellwood Company | 25 | 72-022,312 | 652,777 |
| Liberty Holding Company, Inc. | 32 | 74-480,331 | |
| Liberty Holding Company, Inc. | 03 | 74-480,330 | |

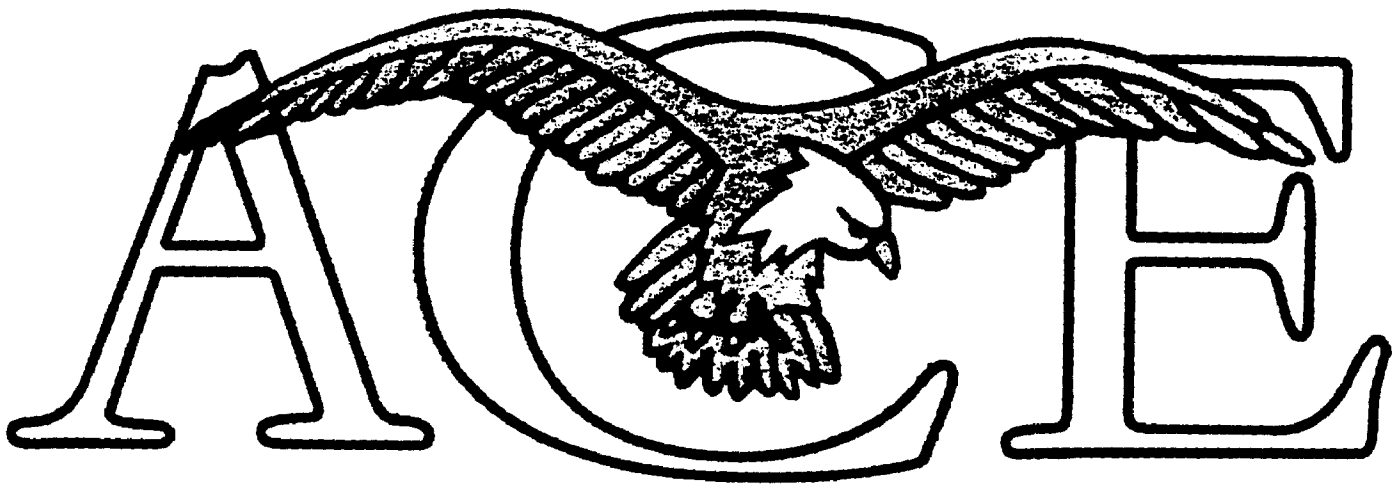






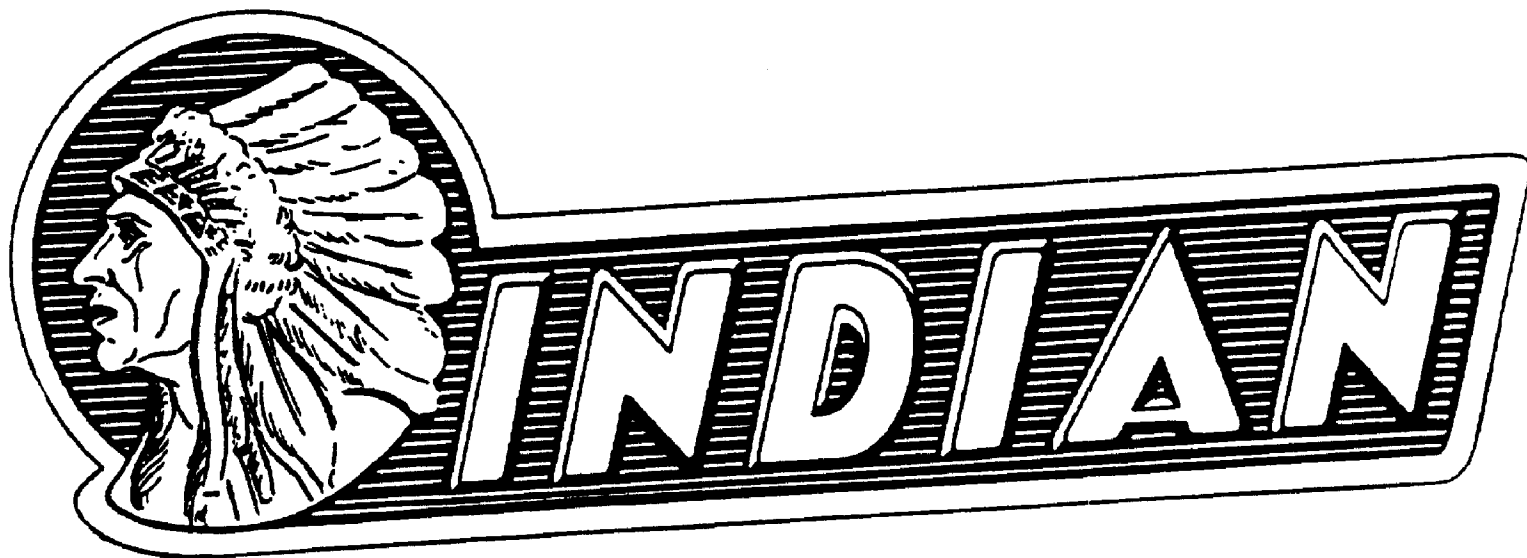
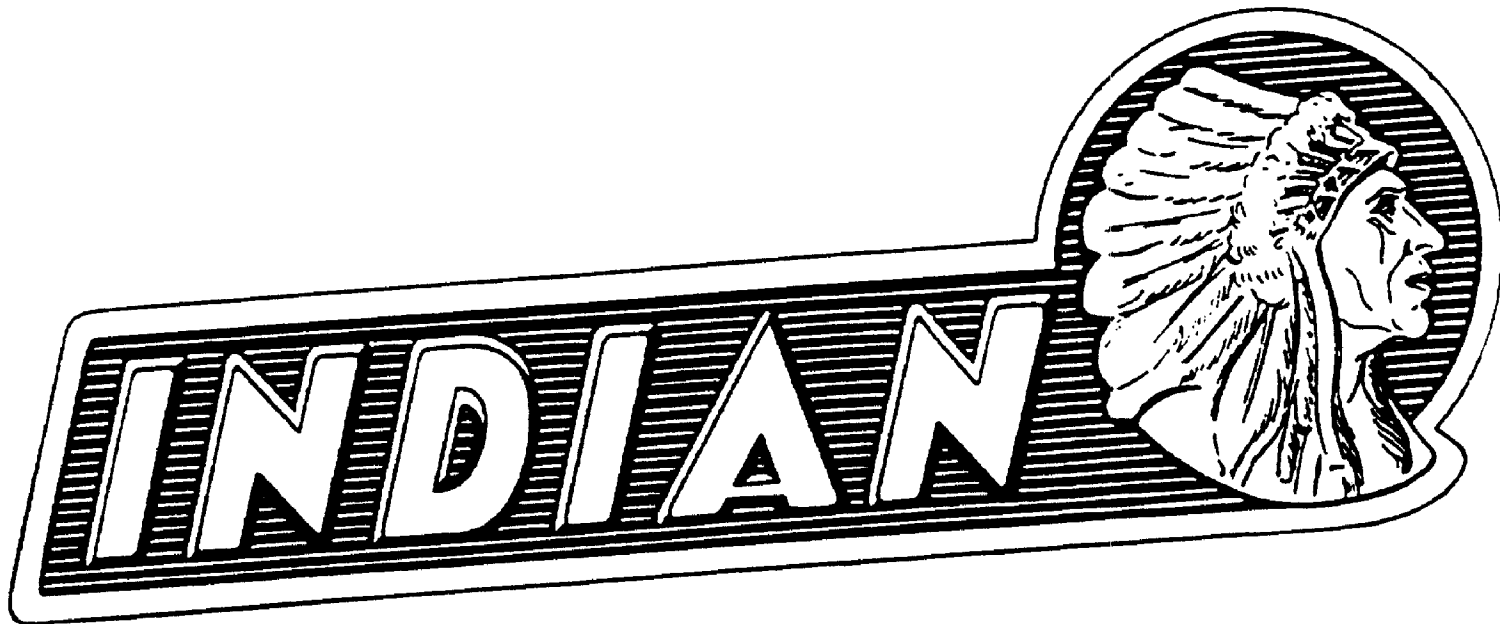
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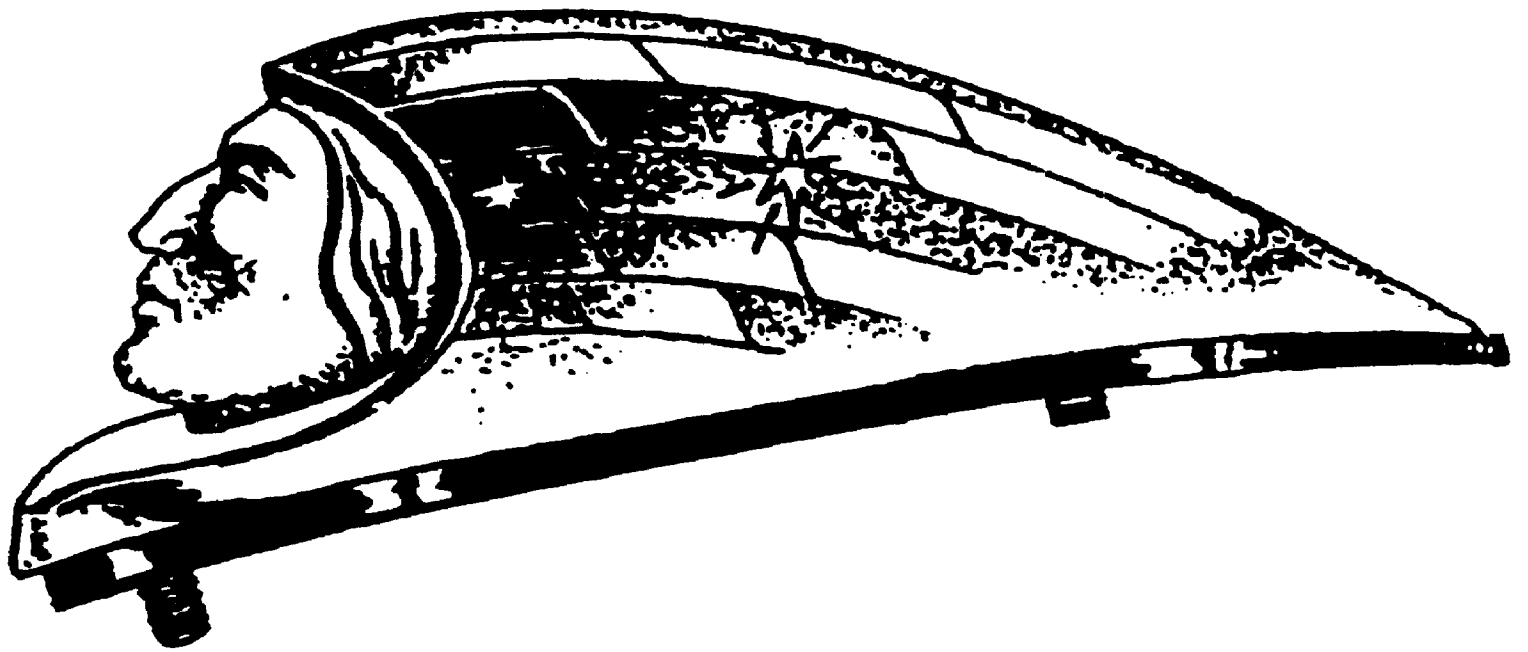




SAR

Indian









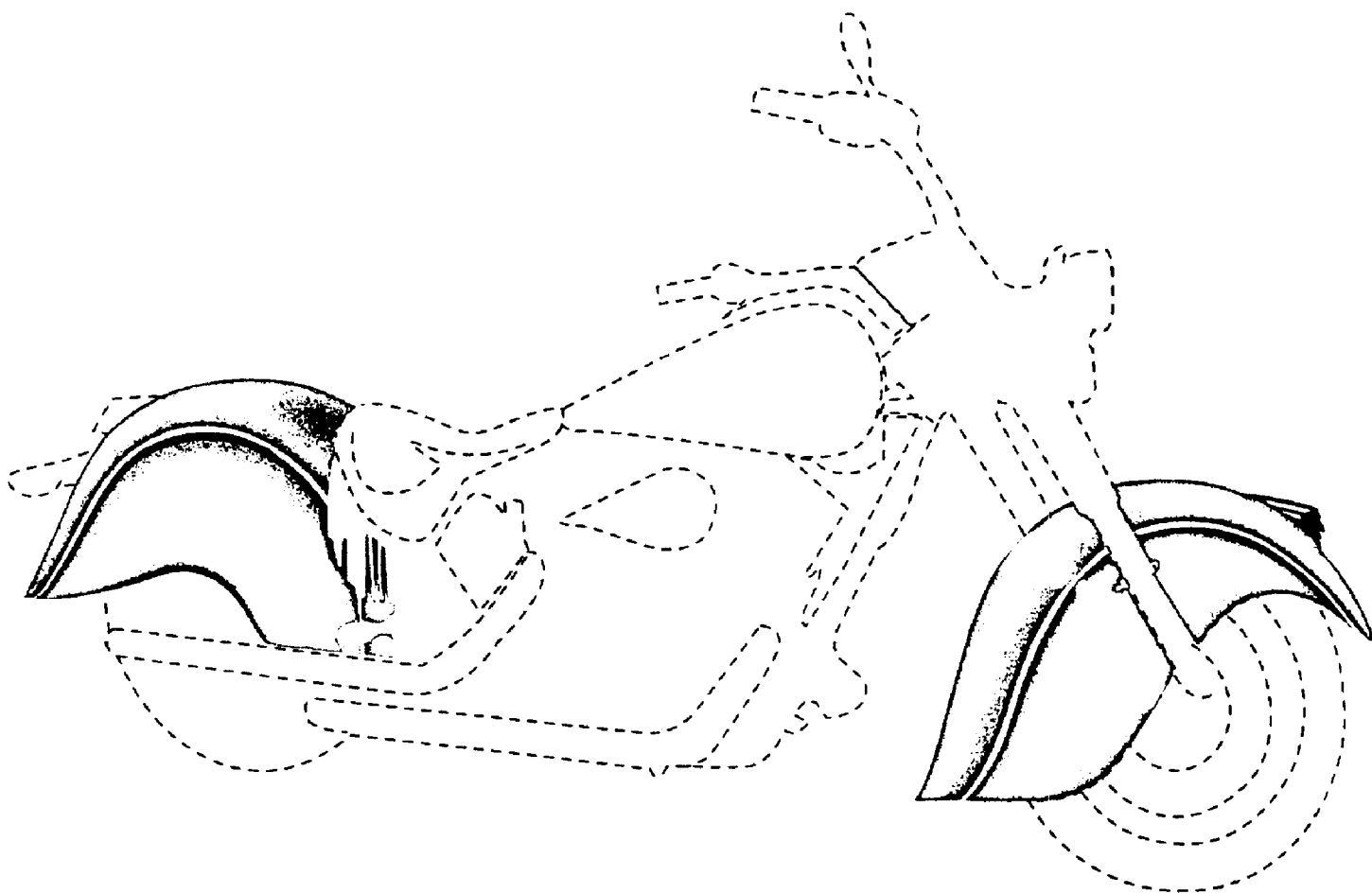


Exhibit 1 - C

Word trademarks used in conjunction with motorcycles:

ACE
BRAVE
CHIEF
INDIAN FOUR
INDIAN EIGHTY
PRINCE
PRINCESS
POWERPLUS
ROADMASTER
SCOUT
TRAILBLAZER
WARRIOR
WOODSMAN