

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National R.V. Holdings, Inc.		04/23/2008	CORPORATION: DELAWARE
National R.V., Inc.		04/23/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Monaco Coach Corporation
Street Address:	91320 Coburg Industrial Way
City:	Coburg
State/Country:	OREGON
Postal Code:	97408
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77189378	RIPTIDE
Registration Number:	2388565	SURFSIDE
Registration Number:	1366571	SEA BREEZE
Registration Number:	3106698	SEA BREEZE
Registration Number:	1120461	DOLPHIN
Serial Number:	77188276	NAUTICA
Registration Number:	1725423	TROPI-CAL
Registration Number:	3277523	PACIFICA
Registration Number:	3163801	DURASLIDE
Registration Number:	2790676	NATIONAL RV
Registration Number:	2215430	DURAFRAME
Serial Number:	77318496	DURAPOD
Serial Number:	77318492	DURAHULL

CH \$365.00 77189378

Serial Number:

77198634

TELESLIDE

CORRESPONDENCE DATA

Fax Number: (574)239-1900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 574-234-4149

Email: sbteas@bakerd.com

Correspondent Name: Gerard T. Gallagher

Address Line 1: 202 S. Michigan Street

Address Line 2: Suite 1400

Address Line 4: SOUTH BEND, INDIANA 46601

ATTORNEY DOCKET NUMBER:

NATIONAL RV.ASSIGNMENT

NAME OF SUBMITTER:

Gerard T. Gallagher

Signature:

/Gerard T. Gallagher/

Date:

05/02/2008

Total Attachments: 3

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BILL OF SALE AND ASSIGNMENT

Pursuant to the *Order Granting Motion (1) To Authorize the Debtors to Enter into Auction Agreement with Biditup Auctions Worldwide, Inc., (2) To Approve Sale of Certain Tangible Personal Property and the Rights, Title and Interests of the Debtors in Certain Intellectual Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to Such Auction Agreement; and (3) For Other Related Relief* (the "Sale Order") entered March 3, 2008, by the United States Bankruptcy Court, Central District of California, Riverside Division, in the jointly administered bankruptcy petitions of National R.V. Holdings, Inc. (6:07-bk-17937-PC) and National R.V., Inc. (6:07-bk-179341-PC), for good and valuable consideration, the debtors in possession, National R.V. Holdings, Inc., a Delaware Corporation, and National R.V., Inc., a California corporation, (collectively, the "Sellers") sell, convey, assign, transfer and deliver unto Monaco Coach Corporation, a Delaware corporation, (the "Purchaser"), its successors and assigns, all of Sellers' right, title and interest in and to certain property of Sellers, as identified on the attached Exhibits to this Bill of Sale and Assignment including the goodwill of the business associated with and symbolized by any and all trademarks listed on the Exhibits, all common law rights associated with the trademarks and all corresponding patent and trademark applications, patents, and trademark registrations in foreign countries (the "Acquired Property"), free and clear of any and all claims, liens, and interests as provided in the Sale Order. Sellers and Purchaser understand and agree that this assignment does not include any right to sue for past infringements of any of the intellectual property assigned herein. The rights and obligations of Sellers and Purchaser set forth in the Sale Order shall be neither limited, altered, impaired, enhanced, nor enlarged by this instrument.

Sellers covenant and agree to and with Purchaser, its successors and assigns, to do, execute, acknowledge and deliver or to cause to be done, executed, acknowledged and delivered, to Purchaser, its successors and assigns, at Purchaser's expense, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by Purchaser for selling, assigning, transferring, conveying and delivering to Purchaser, its successors and assigns, of any or all of the Acquired Property.

Sellers constitute and appoint Purchaser as the true and lawful attorney of Sellers, with the full power of substitution, in the name of Purchaser or in the name of Sellers, but by and on behalf of and for the sole benefit of Purchaser, to demand and receive from time to time any and all of the Acquired Property, and from time to time to institute and prosecute, in the name of Sellers or otherwise on behalf of Sellers, any and all proceedings at law, in equity or otherwise which Purchaser may deem necessary or desirable in order to receive, collect, assert or enforce any right, title, benefit of any kind in or to the Acquired Property and to defend and compromise any and all actions, suits or proceedings in respect thereof and to do all such acts and things and execute any instruments relating to the Acquired Property as Purchaser may deem advisable. Without limitation of any of the foregoing, Sellers authorize any representative of Purchaser to endorse or assign any instrument, contract or chattel paper relating to the Acquired Property. Sellers agree that the foregoing appointment made and the powers granted are coupled with an interest and shall be irrevocable.

This instrument is subject to the terms and conditions of the Sale Order. This Bill of Sale and Assignment shall be binding upon the successors and assigns of Sellers and shall inure to the benefit of the successors and assigns of Purchaser.

Sellers have caused this Bill of Sale and Assignment to be duly executed and delivered effective as of the 23 day of April, 2008 in Riverside, California.

SELLERS:

National R.V. Holdings, Inc.,
as debtor in possession

By: Jon Corn
Printed: Jon Corn
Title: President

National R.V., Inc., as debtor in possession

By: Jon Corn
Printed: Jon Corn
Title: President

ACCEPTED BY:

MONACO COACH CORPORATION

By: Richard E. Bond
Printed: Richard E. Bond
Title: Senior Vice President

National RV - IP Exhibits - Trademarks

Trademark	Country/State	Application No.	Registration No.
RIPTIDE	US	77/189,378	Pending
SURFSIDE	US	75/594,091	2,388,565
SEA BREEZE & Design	US	73/529,445	1,366,571
SEA BREEZE & Design	California		76588
SEA BREEZE	US	78/664,699	3,106,698
DOLPHIN	US	73/161,059	1,120,461
NAUTICA	US	77/188,276	Pending
TROPI-CAL	US	74/225,481	1,725,423
PACIFICA	US	78/738,542	3,277,523
PACIFICA	CA	1277013	Pending
DURASLIDE	US	78/545,213	3,163,801
DURASLIDE	CA	1245267	TMA657393
NATIONAL RV	US	76/452,369	2,790,676
NATIONAL RV	CA	1157310	TMA637333
DURAFRAME	US	75/123,310	2,215,430
DURAFRAME	CA	862332	TMA528319
DURAPOD	US	77/318,496	Pending
DURAHULL	US	77/318,492	Pending
TELESLIDE	US	77/198,634	Pending