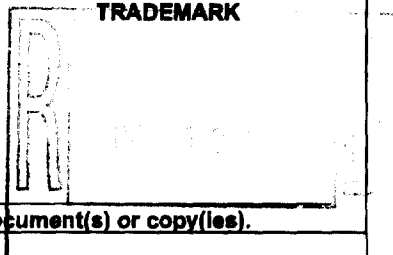


10-25-2000



101496218  
REGISTRATION 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 10-10-00
- 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 Effective Date  
Month Day Year  
\_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name BT Commercial Corporation

Execution Date  
Month Day Year  
08 30 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Monaco Coach Corporation

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 91320 Industrial Way

Address (line 2) \_\_\_\_\_

Address (line 3) Coburg OR 97408

- 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

FOR OFFICE USE ONLY

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. 20231

**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)**

**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.

Willard L. Forsyth  
Name of Person Signing

  
Signature

10/2/2000  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)**

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|----------------------|----------------------|----------------------|
| 1,342,461            | 847,292              | 1,113,105            |
| 1,506,363            | 1,788,857            | 1,774,661            |
| 1,815,960            | 1,324,363            | 855,887              |
| 895,372              | 1,749,362            | 1,738,224            |
| 1,738,223            | 1,335,381            | 1,873,239            |
| 1,463,410            | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

**RELEASE OF TRADEMARK SECURITY AGREEMENT  
AND SECURITY INTERESTS**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT AND SECURITY INTERESTS (this "Release") is entered into as of August 30 2000, by BT COMMERCIAL CORPORATION, as Agent (the "Agent") under that certain Credit Agreement, as amended (the "Credit Agreement"), dated as of March 5, 1996, among Monaco Coach Corporation (the "Borrower"), certain financial institutions party thereto, and the Agent, and has reference to the following facts:

WHEREAS, to secure its obligations under the Credit Agreement and the other Credit Documents (as defined therein), Agent was granted a security interest by Borrower in certain licenses, trademarks, trademark applications, trade names, assumed names, service marks and service mark applications, and all books and records evidencing or containing information regarding or otherwise pertaining to any of the foregoing (collectively, the "Trademark Collateral") under that certain Confirmation and Grant of Security Interests in Trademarks and Trademark Applications (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on March 15, 1996 at Reel 1440, Frame 0899, against the trademarks listed on the schedule attached thereto; and

WHEREAS, Agent has received consideration for a full and complete release of the security interest and liens on all of the Trademark Collateral, and now wishes to release such security interest and liens in the Trademark Collateral (including, without limitation, the trademarks listed on Schedule 1 attached hereto);

NOW THEREFORE, Agent represents and agrees as follows:

1. Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Trademark Collateral, including its security interest in and liens on the Trademark Collateral and all other rights with respect to the Trademark Collateral, and reconveys and assigns any and all right, title and interest that it may have in and to the Trademark Collateral without any representation or warranty.

2. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate and reconvey the irrevocable rights in the Trademark Collateral conveyed to Agent under the Trademark Security Agreement.

3. Agent agrees that hereafter it will not take any action with respect to the Trademark Collateral.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BT COMMERCIAL CORPORATION

By: Keith Alexander  
Name: KEITH ALEXANDER  
Title: VP

STATE OF California )  
COUNTY OF Los Angeles )

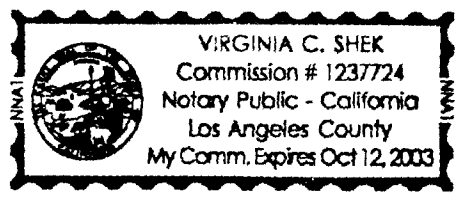
ss.

On 9/7/2000, 2000, before me, VIRGINIA C. SHEK, a notary public in and for said State, personally appeared KEITH ALEXANDER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Virginia C. Shek (Seal)

My commission expires: 10/12/2003



SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS OF MONACO COACH CORPORATION

*Trademarks and Trademark Applications:*

| TRADEMARK                      | REGISTRATION NO. | REGISTRATION DATE | APPLICATION NO. | APPLICATION DATE |
|--------------------------------|------------------|-------------------|-----------------|------------------|
| Aluma-Lite                     | 1,452,051        | August 11, 1987   |                 |                  |
| Alumaframe and Design          | 823,600          | February 7, 1987  |                 |                  |
| Aviator                        | 1,216,613        | November 16, 1982 |                 |                  |
| Diplomat                       | 1,011,813        | May 27, 1975      |                 |                  |
| Distinguished Traveler         | 1,880,893        | February 28, 1995 |                 |                  |
| Dynasty                        | 1,692,825        | June 9, 1992      |                 |                  |
| Endeavor                       | 1,805,232        | November 16, 1993 |                 |                  |
| Executive                      | 1,217,465        | November 23, 1982 |                 |                  |
| Holiday Rambler                | 1,463,410        | November 3, 1987  |                 |                  |
| Holiday Rambler (CANADA)       | 407045           | January 22, 1993  |                 |                  |
| Holiday Rambler (GERMANY)      |                  |                   | 395029430       | January 24, 1995 |
| Holiday Rambler and Striband D | 1,342,461        | June 18, 1985     |                 |                  |
| Holiday Rambler Design         | 847,292          | April 9, 1988     |                 |                  |
| Holiday Ramblers and Design    | 1,113,105        | February 13, 1979 |                 |                  |

| TRADEMARK  | REGISTRATION NO. | REGISTRATION DATE  | APPLICATION NO. | APPLICATION DATE  |
|--|------------------|--------------------|-----------------|-------------------|
| Holiday World  | 1,506,363        | September 27, 1988 |                 |                   |
| HR and Design  | 1,788,857        | August 17, 1993    |                 |                   |
| HR and Design  | 1,774,661        | June 1, 1993       |                 |                   |
| HR and Design  | 1,815,960        | January 11, 1994   |                 |                   |
| HRC Holiday Rambler Corporation  | 1,324,363        | March 12, 1985     |                 |                   |
| Monitor  | 855,887          | September 3, 1985  |                 |                   |
| Monitor  | 895,372          | July 28, 1970      |                 |                   |
| Navigator (Mark owned by Ford Motor Company and licensed to Holiday Rambler LLC) | 1,749,362        | January 26, 1993   |                 |                   |
| Parts Chasers  | 1,738,224        | December 8, 1992   |                 |                   |
| Parts Chasers Quick and Design   | 1,738,223        | December 8, 1992   |                 |                   |
| RV Attic   | 1,335,381        | May 14, 1985       |                 |                   |
| This is Living   |                  |                    | 74/538,900      | June 13, 1994     |
| Vacationer   | 1,873,239        | January 10, 1995   |                 |                   |
| Windsor  |                  |                    | 74/532,783      | November 21, 1995 |