

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|--------------------------------|----------|----------------|------------------------------------|
| Starcraft Mark Holding Company | | 03/15/2006 | LIMITED LIABILITY COMPANY: INDIANA |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------|
| Name: | Starcraft RV, Inc. |
| Street Address: | 536 Michigan Street |
| City: | Topeka |
| State/Country: | INDIANA |
| Postal Code: | 46571 |
| Entity Type: | CORPORATION: INDIANA |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2024057 | LONESTAR |
| Registration Number: | 1559722 | ROADSTAR |
| Registration Number: | 1560753 | SPORTSTAR |
| Registration Number: | 0912518 | STARCRAFT |
| Registration Number: | 2379851 | STARCRAFT |
| Registration Number: | 0801235 | STARCRAFT |
| Registration Number: | 0957616 | S STARCRAFT |
| Registration Number: | 1183677 | STARFLYER |
| Registration Number: | 1492136 | STARSTREAM |
| Registration Number: | 1563256 | SPACESTAR |
| Registration Number: | 1559724 | STARBLAZER |
| Registration Number: | 1562061 | STARMATE |
| Registration Number: | 1564326 | COMET |

CH \$390.00 2024057

| | | |
|----------------------|---------|------------|
| Registration Number: | 1594106 | SATELLITE |
| Registration Number: | 2728999 | STARHAULER |

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: 205 West Jefferson Boulevard
Address Line 2: Suite 250
Address Line 4: South Bend, INDIANA 46601

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 64978.1527 |
| NAME OF SUBMITTER: | Gerard T. Gallagher |
| Signature: | /Gerard T. Gallagher/ |
| Date: | 07/25/2006 |

Total Attachments: 18

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**AGREEMENT FOR LICENSE AND
ASSIGNMENT OF TRADEMARKS**

THIS AGREEMENT FOR LICENSE AND ASSIGNMENT OF TRADEMARKS ("Agreement") is made and entered into this 15th day of March, 2006 ("Effective Date"), by and between Starcraft Mark Holding Company, LLC, an Indiana limited liability company (hereinafter "SMHC") and Starcraft RV, Inc. (formerly Starcraft Acquisition Inc.), an Indiana corporation (hereinafter "Starcraft RV").

WHEREAS, Starcraft Corporation (formerly Rokane Investment Group, Inc.), an Indiana corporation (hereinafter "Starcraft Corp."), and Starcraft RV entered into an Asset Purchase Agreement dated January 15, 1991 (hereinafter "Asset Purchase Agreement"), providing in Sections 1.2(e) and 5.1(e) for the purchase by Starcraft RV from Starcraft Corp. of certain assets of Starcraft Corp., including Starcraft Corp.'s rights in and to certain trade names and trademarks related to certain towable recreational vehicles, truck campers, and Classes A and C motor homes, including without limitation, the name and mark "Starcraft" used or intended to be used for such products; and

WHEREAS, Starcraft RV and Starcraft Corp. entered into a License Agreement dated January 18, 1991 under which Starcraft Corp. granted to Starcraft RV an exclusive, irrevocable license to use certain trademarks and patents limited to use in connection with Starcraft RV's camper, trailer (including 5th wheel trailers) and class A and C motor homes business and each party acknowledged that they contemplated using the same or similar trademarks on van conversions and recreational vehicles respectively; and

WHEREAS, Starcraft RV and Starcraft Corp. entered into a subsequent License Agreement dated September 12, 1991 which by its terms expressly superseded and replaced all previous agreements and understandings between the parties, and further pursuant to which Starcraft Corp. licensed Starcraft RV to use its trademarks and further pursuant to which Starcraft Corp. and Starcraft RV agreed to periodically meet and confer in good faith with respect to issues relating to the trademarks, including sharing of expenses, use, maintenance and quality control, establishment of additional trademarks, and other matters relating to those trademarks; and

WHEREAS, SMHC has acquired Starcraft Corp.'s right, title and interest in and to certain license agreements, trade names and trademarks including the license, trademarks and trade names related to the RV Products, and further including without limitation, the name and mark "Starcraft", as referred to above; and

WHEREAS, SMHC and Starcraft RV now desire to enter into a new license agreement as attached hereto as Exhibit E, and provide for Starcraft RV's ownership of the Trademarks (as defined below), and

WHEREAS, SMHC and Starcraft RV desire to finally compromise and settle any and all claims under or arising out of or related to use of the Trademarks (as defined below) under the Asset Purchase Agreement, the January 18, 1991 License Agreement, and the September 12, 1991 License Agreement.

EXHIBIT E

License Agreement

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2006, by and between Starcraft Mark Holding Company, LLC, an Indiana limited liability company ("Licensor") and Starcraft RV, Inc., an Indiana corporation ("Licensee").

RECITALS

WHEREAS, Licensor, and Licensee have entered into an Agreement For License and Assignment of Trademarks effective March 15, 2006 (the "Purchase Agreement"),

WHEREAS, Licensor is the owner of certain trademarks (collectively, the "Licensed Trademark") and has the exclusive right to control the use of the Licensed Trademark, and

WHEREAS, Licensee desires to license from Licensor the right to use the Licensed Trademark on and in connection with certain RV Products (as defined in the Purchase Agreement and in this Agreement) until the Effective Date of the Purchase Agreement to be sold and provided by Licensee, for the license fee described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual and respective promises contained herein, it is hereby agreed:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

(a) "RV Products" means towable recreational vehicles consisting of folding camping trailers, travel trailers, fifth wheel trailers, truck campers, Class A motor homes and Class C motor homes, cargo trailers, toy haulers, horse trailers, work-n-play trailers, pull-n-play trailers, sport utility trailers and sport utility recreational vehicles, excluding snow mobile trailers.

(b) "Licensed Trademarks" means trademarks listed on Exhibit A and Exhibit B.

2. Grant of License

Upon the terms and conditions of this Agreement, Licensor grants to Licensee an exclusive license to use the Licensed Trademarks ("License"), solely on and in connection with the manufacture, sale, and distribution of the RV Products. Licensee shall not use the Licensed Trademarks or confusingly similar names or marks on or in connection with any other products or services. Licensor agrees that it will not use the Licensed Trademarks or confusingly similar names or marks on or in connection with any RV Products.

3. Ownership and Validity of the Trademarks

(a) Licensor represents that the Licensed Trademarks, and the registrations thereof attached at Exhibit A and Exhibit B, are valid, in full force and effect; there are no pending claims, actions or judicial or other adversary proceedings involving any of them and that Licensor has not granted any licenses, permissions to use or covenants not to sue relating to any of the Licensed Trademarks with respect to RV Products. Licensee acknowledges that Licensor owns the Licensed Trademarks, and that the registrations therefor are valid. Licensee shall do nothing inconsistent with Licensor's ownership of the Licensed Trademarks and registrations therefor. All use of the Licensed Trademarks by Licensee shall inure to the benefit of Licensor. Nothing in this Agreement shall give Licensee any right, title, or interest in the Licensed Trademarks other than the License to use the Licensed Trademarks in accordance with this Agreement. Licensee shall not contest Licensor's title to or the validity of the Licensed Trademarks during the term of this License. Licensee shall do nothing to detract from the goodwill built up by Licensor over many years using the Licensed Trademarks.

(b) Licensor agrees that during the term of this Agreement it (1) will not transfer, sell, assign or otherwise convey any rights in the Licensed Trademarks or the registrations thereof with respect to RV Products to any other party, (2) will not grant any licenses, covenants not to sue or other permissions to use any of the Licensed Trademarks or the registrations thereof with respect to RV Products to any other party, (3) will not mortgage, pledge as security or otherwise encumber any of the Licensed Trademarks or the registrations thereof with respect to RV Products and (4) will maintain each of the registrations for the Licensed Trademarks in full force and effect with respect to RV Products by timely filing any and all necessary renewal applications, statements or proof of use or other documents and by paying any and all necessary fees and costs, subject to the provisions of Paragraph 8 (e) of the Agreement.

4. Term and Termination

(a) This Agreement and the License shall continue in force for a period from the Effective Date hereof until March 15, 2006 (the "Term"); provided, however, that this Agreement and the License shall terminate earlier if: (i) Licensee materially changes the quality of the Products (as described in paragraph 5 hereof), or (ii) Licensee ceases to be a going concern.

(b) If Licensee shall, at any time during the Term of this Agreement, breach any of its obligations hereunder, or under the Purchase Agreement and such breach shall not be cured by Licensee within thirty (30) days after written notice from Licensor to Licensee specifying the nature of the breach, Licensor may immediately terminate this Agreement and/or the Purchase Agreement, and the License granted hereunder, by giving written notice of such termination. Promptly following any such early termination of the License, and provided that the Purchase Agreement is also terminated, Licensee shall change all assumed business names under which it then operates to a name or names only containing words clearly distinguishable from and not

confusingly similar to the Licensed Trademarks, and Licensee shall execute such other documents as Licensor may reasonably request to effectuate this termination.

(c) If at any time during the Term an event described in paragraph 4(a)(i)-(ii) occurs, Licensee shall submit to Licensor a written certification to that effect within thirty (30) days of such occurrence. Upon delivery of such certification, the License shall terminate.

(d) Notwithstanding the end of the Term or any other termination of this Agreement, the Parties' obligations contained in paragraphs 8 and 10 shall remain in full force and effect.

(e) Upon a termination described in 4(a) or 4(b) above, Licensee shall not be entitled to any compensation or other payment from Licensor.

5. Quality Standards For Products

(a) The nature and quality of the RV Products sold by Licensee in connection with the Licensed Trademarks shall, throughout the Term, conform to the design and quality standards currently in use by Licensee which have been and are hereby approved by Licensor. Licensee acknowledges that Licensor has the right and duty to assure that the Products sold by Licensee under the Licensed Trademarks meet such quality standards. Licensor acknowledges that its role is not to involve itself in an interfering way with the engineering, manufacturing, and quality control aspects of Licensee's business, but to assure that Licensor's and Licensee's general quality standards on the date hereof are being followed by Licensee.

(b) During the Term, Licensee shall allow Licensor to examine the RV Products upon reasonable notice and at reasonable intervals for compliance with the relevant quality standards, Licensor shall bear the cost of said examinations.

(c) Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the manufacturing, sale, distribution, and advertisement of the RV Products.

6. License Fee

Licensee shall pay Licensor a guaranteed total license fee consisting of One-Hundred Dollars (\$100.00) for the period, from the date hereof until expiration of the Term.

7. Form of Use

Licensee shall use the Licensed Trademarks only in the form and manner approved by Licensor. After the form and manner of use have been approved by Licensor, Licensee shall not materially depart therefrom without Licensor's prior written approval. Licensor hereby acknowledges that it grants approval for the continued use of the Licensed Trademarks in the form in which they are presently used by Licensee.

8. Indemnification and Enforcement

(a) With respect to RV Products manufactured, sold, licensed by, distributed by or originating from Licensee in connection with the Licensed Trademarks, Licensee hereby indemnifies Licensor and undertakes to defend Licensor and hold it harmless from any claims, suits, loss, damage, and costs (including reasonable attorney fees and expenses) arising out of Licensee's advertisement, manufacture, offer for sale, sale, distribution, use, or services related to such RV Products, arising out of or in any way related to any alleged defects in such RV Products which are manufactured by Licensee or others on its behalf, or by a third party manufacturer who manufactures any of such RV Products for Licensee or others, and arising out of Licensee's advertisement, offer for sale, sale, or performance of services relating to such RV Products, provided that the defense of any such claim shall be completely within the control of Licensee and further provided that in no event shall Licensee be required to indemnify Licensor or hold Licensor harmless for any claim, suit, loss, damage or other costs resulting from any claim, suit, cause of action or allegation that the use by Licensee of the Licensed Trademarks in accordance with the provisions of this Agreement constitutes trademark infringement, dilution, unfair competition or is otherwise a violation of the intellectual property rights of a third party.

(b) Licensor hereby represents that it has the right to grant the License as provided in this Agreement. Licensor shall indemnify Licensee and hold it harmless from and against any claims, suits, loss, damage, and costs (including any reasonable attorney fees and expenses) arising out of a breach of the foregoing representation, including any claims alleging that the use by Licensee of the Licensed Trademarks in accordance with the provisions of this Agreement constitutes trademark infringement, dilution, unfair competition or is otherwise a violation of the intellectual property rights of a third party, provided, that the defense of any such claim shall be completely within the control of Licensor.

(c) In the event Licensee or Licensor becomes aware of any infringement by a third party of any of the Licensed Trademarks, that party shall provide notice to the other of such infringement. Within thirty (30) days of such notice, the parties shall meet and confer in good faith with respect to whether or not suit should be filed against such infringer and matters related to the prosecution of such suit, if any, and the division of fees and damages.

(d) Licensee shall maintain products liability insurance on the RV Products in amounts not less than One Million Dollars (\$1,000,000.00), and name Licensor thereon as an additional insured, at Licensee's expense. Licensee waives and shall cause its insurance carriers to waive any rights of subrogation as to Licensor in connection with such insurance.

(e) During the term of this Agreement and during the term the parties have been negotiating this Agreement, but not beginning earlier than June, 2005, Licensee agrees to reimburse Licensor for reasonable out-of-pocket expenses, fees and costs incurred by Licensor for the maintenance and renewal of the Licensed Trademarks on Exhibit A hereto and for one-half of such expenses, fees and costs incurred by Licensor for the maintenance and renewal of the Licensed Trademarks on Exhibit B hereto. When requesting reimbursement, Licensor shall submit to Licensee in writing an itemized list of such expenses, fees and costs, and shall provide supporting documentation if requested. Licensor shall be responsible for, and shall pay any and all expenses, fees and costs relating to the Licensed Trademarks subject to the reimbursement provided for above.

9. Use of Licensed Trademarks After Termination

Upon termination of the License granted by this Agreement prior to the expiration of the Term, Licensee shall immediately cease using the Licensed Trademarks in any manner whatsoever, and shall not thereafter use in any manner whatsoever any mark, name, or logo confusingly similar to the Licensed Trademarks, provided, however, that Licensee may fill any authorized and legitimate orders received by Licensee before Licensee either receives or gives written notice of termination of this Agreement.

10. Independent Relationship

Licensee is an independent entity relative to Licensor, and not an employee, partner, agent, franchisee, or joint venturer of Licensor for any purpose. No agent, employee, or servant of Licensee shall be or shall be deemed to be the employee, agent, or servant of Licensor. The manner and means of conducting the sales efforts are under the sole control of Licensee subject to Licensee's obligations under this Agreement. Licensee acknowledges that it shall have no relationship with Licensor other than the permissive relationship provided by this Agreement; that Licensor shall have no interest or involvement in how Licensee markets the RV Products; and that Licensee shall not look to Licensor for any assistance whatsoever in its marketing effort.

Licensee shall assume all expenses incurred and all disbursements made by it in connection with the manufacture, solicitation of sales, and sales of RV Products. Licensee shall not incur any liability for such expenses and disbursements for the account of Licensor and shall indemnify and hold harmless Licensor in relation thereto.

Neither Licensee nor any of its officers, directors, employees, or agents shall have, nor shall any one of them represent themselves as having, any authority to make contracts in the name of or binding on Licensor, to pledge Licensor's credit, to extend credit in Licensor's name, or to make warranties or guarantees by Licensor or on its behalf respecting the RV Products, without first receiving express permission and authority in writing from Licensor.

11. Notices

Notices provided herein shall be given by certified mail, return receipt requested, to Licensor and Licensee at the following addresses, or such other addresses as may be specified by notice given:

LICENSOR: Kelly Rose
Starcraft Mark Holding Company, LLC
1123 S. Indiana Avenue
Goshen, Indiana 46527

LICENSEE: Wilbur L. Bontrager
Jayco, Inc.
P. O. Box 460
Middlebury, IN 46540

12. Applicable Law

This Agreement shall be governed by the laws of the State of Indiana applicable to contracts made and to be wholly performed in the State of Indiana. Any and all litigation between the parties pertaining to or arising out of this Agreement or the transactions provided for in it, shall be brought and maintained only in the Elkhart Circuit Court, Elkhart County and the parties irrevocably consent to the subject matter and personal jurisdiction of such courts and waive all rights to a trial by jury as to all or any part of any such litigation.

13. Waiver

Failure of either party to insist on strict compliance with any of the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

14. Binding and Assignment

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives and agree that the effective date of this Agreement shall be the date first above written.

Starcraft Mark Holding Company, LLC
(Licensor)

By: Kelly L. Rose

Kelly L. Rose

Printed Name

President

Title

2/27/06

Date

Starcraft RV, Inc.
(Licensee)

By: _____

Printed Name

Title

Date

TRADEMARK

REF: 002254 FRAME: 0600

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMHC and Starcraft RV hereby agree as follows:

1. License Agreement

SMHC and Starcraft RV agree to execute the License Agreement attached as Exhibit E (the "License Agreement") to this Agreement.

2. Assignment

A. As of the Effective Date, SMHC hereby assigns to Starcraft RV all SMHC's right, title and interest in and to (1) the trademarks listed on Exhibit A and SMHC's right, title and interest in and (2) to the trademarks listed on Exhibit B solely in connection with RV Products as defined below (collectively "Trademarks"), including (a) all of the goodwill associated with the Trademarks, (b) all applications and registrations for the Trademarks, (c) all common law rights in the Trademarks and (d) the right to sue and collect damages for past, current and future infringement of the Trademarks; provided the following conditions are met:

1. Starcraft RV (or Jayco Corporation) pays to SMHC the consideration described in paragraph 5 of this Agreement.

2. With regard to the marks listed in Exhibit B, this assignment of Trademarks provided in paragraph 2.A. shall only be valid if the registrations listed are legally partially assignable according to the local laws which apply to and govern those registrations. In the event that the registrations are not partially assignable: (a) this assignment of Trademarks shall have no force or effect with regard those registrations which are not partially assignable; (b) SMHC agrees not to maintain those registrations as they relate to RV Products (as defined below), provided, however, SMHC shall have the right to maintain those registrations as they relate to SMHC Products (as defined below); (c) SMHC agrees to provide to Starcraft RV consent to any applications for registration of the Trademarks which solely cover RV Products (as defined below) filed in countries or jurisdictions where the registrations were not partially assignable; and (d) SMHC agrees that it will not assert any registrations that are not partially assignable against Starcraft RV or its related companies, customers, dealers, suppliers and/or distributors so long as Starcraft RV uses the Trademarks in connection with RV products as defined in this Agreement.

B. The assignment of the Trademarks is limited to SMHC's right, title and interest in and to the Trademarks for use on or in connection with RV Products, namely, towable recreational vehicles consisting of folding camping trailers, travel trailers, fifth wheel trailers, truck campers, Class A motor homes and Class C motor homes, cargo trailers, toy haulers, horse trailers, work-n-play trailers, pull-n-play trailers, sport utility trailers and sport utility recreational vehicles, excluding snow mobile trailers ("RV Products") on the Effective Date.

C. SMHC specifically retains the rights to use the Trademarks, or any present or future patents, copyrights, trade names and trademarks (including trademarks which incorporate the name and mark "Starcraft"), with respect to any and all products and services not included in

the definition of RV Products (as defined above), referred to herein as "SMHC Products," which by way of example and not by way of limitation, include: vans and conversion vans and related products; all other automotive related products, such as pick-up trucks, Suburbans, Broncos, Blazers, etc.; Class B motor homes (not including Class A or Class C motor homes); upfit conversion kits sold to others for their use in conversions of vans, pickup trucks and sports utility vehicles; mobility vehicles and mobility conversions; transit buses, school buses, shuttle buses, and cargo trucks; and boats, boat trailers, snowmobiles, snowmobile trailers, golf carts, and golf cart trailers, provided, however, that in no event shall any SMHC product other than Class B motor homes, conversion vans, Suburbans, SUVs and similar automotive vehicles contain or include temporary living quarters.

D. Starcraft RV shall accept the foregoing assignment on the Effective Date.

3. Trademark Usage and Registration

A. The parties acknowledge and agree for the purposes of this Agreement that due to the dissimilarity of RV Products and SMHC Products, the generally different channels of trade in which RV Products and SMHC Products are sold and distributed and the discerning nature of consumers in their decisions in purchasing such relatively expensive products, there is no likelihood that consumers will be confused by Starcraft RV's use of the Trademarks on and in connection with RV Products and SMHC's use of the Trademarks on and in connection with SMHC Products.

B. SMHC agrees not to oppose any applications to register, petition to cancel any registrations for or otherwise challenge in any way Starcraft RV's right to use and register any of the Trademarks or any other mark including the "STAR LOGO," or "S LOGO," or the term "Star" or "Starcraft" solely for RV Products. Starcraft RV agrees to limit its use of the Trademarks and other marks including the "STAR LOGO," or "S LOGO," or the term "Star" or "Starcraft" to RV Products. SMHC hereby consents to such use.

C. Starcraft RV agrees not to oppose any applications to register, petition to cancel any registrations for or otherwise challenge in any way SMHC's right to use and register any trademarks, which include the "STAR LOGO," or "S LOGO," or the term "Star" or "Starcraft" for SMHC Products. SMHC agrees to limit its use of the Trademarks and other marks including the "STAR LOGO," or "S LOGO," or the term "Star" or "Starcraft" to SMHC Products. Starcraft RV hereby consents to such use.

D. The parties agree to take such other actions and execute such other documents as may be necessary or desirable to accomplish the purposes of this Agreement, and, in particular, on the Effective Date execute, deliver, and record or file where necessary the form of assignment attached hereto as Exhibit C and the form of partial assignment attached hereto as Exhibit D for recordation in the United States Patent and Trademark Office or the trademark offices of other countries. The parties further agree to execute any and all consents to register and related documents necessary or desirable to effectuate the intent of this Agreement.

4. Representations and Warranties

SMHC represents and warrants that as of the date it signs below and on the Effective Date: (a) SMHC is the registrant or owner, as applicable, of the Trademarks, (b) to the knowledge of SMHC (which does not have an obligation to investigate), there are no pending claims, actions or judicial or other adversary proceedings involving any Trademarks, and that the Trademarks are free and clear of liens and (c) that SMHC has not granted any licenses, covenants not to sue or other rights in and to the Trademarks with respect to RV Products to any other party.

5. Consideration

Starcraft RV shall pay to or for the benefit of SMHC the License Fee, as defined in the License Agreement, and any other payments required by the License Agreement, and pay to SMHC the sum of Six Hundred Thousand Dollars (\$600,000) on the Effective Date, and further, each of Starcraft RV and SMHC agree that the term of the License Agreement dated September 12, 1991 shall expire as of the Effective Date of the License Agreement attached hereto as Exhibit E, and each further agrees that this Agreement is in full settlement and satisfaction of performance of the provisions of Sections 1.2(e) and 5.1(e) of the Asset Purchase Agreement and in full compromise and settlement of any other claim (known or unknown) a party may have against the other or their predecessors (including past or present affiliates, officers, directors, employees and representatives) relating to such Sections and the respective License Agreements dated January 18, 1991 and September 12, 1991.

6. Binding Effect

This Agreement shall be binding upon the parties, their respective affiliates, and respective successors and assigns.

7. Dispute Resolution

The parties agree that if any disputes should arise between them relating to the subject matter of this Agreement, they shall meet and confer in good faith to attempt to resolve such disputes prior to instituting any legal action. Any action to enforce this Agreement or arising out of this Agreement shall be heard solely and exclusively to a judge and not to a jury in Elkhart Circuit Court, Elkhart County, Indiana, to which such sole and exclusive jurisdiction each party irrevocably consents, and further, such action shall not be removed to, or joined with any other action in, any other court. The prevailing party shall be entitled to its reasonable attorney's fee, costs, and expenses of collection.

8. Integration Clause

This document including the exhibits constitutes the full understanding of the parties with respect to the subject matter hereof and supercedes all prior written and oral agreements between the parties. There are no representations or warranties made by either party with respect to the subject matter hereof except as specifically set forth in this Agreement. No

terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in a writing specifically referring to this Agreement and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

STARCRAFT RV, INC.

STARCRAFT MARK HOLDING
COMPANY, LLC

(Printed Name)

By: _____

(Title)

(Date)

By: KR Enterprises, Inc.,

Its sole Member

By: Kelly L. Rose
Kelly L. Rose, President

February 27, 2006
(Date)

EXHIBIT C

Trademark Assignment

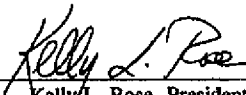
Starcraft Mark Holding Company, LLC hereby assigns to Starcraft RV, Inc., an Indiana corporation, all of its right, title and interest in and to the trademarks, applications and registrations listed on Exhibit A hereto, including the goodwill associated with the trademarks and the right to sue and collect damages for any past, current and future infringements of the trademarks.

The effective date of this assignment shall be March 15, 2006.

STARCRAFT MARK HOLDING
COMPANY, LLC

By: KR Enterprises, Inc.,

Its sole Member

By: 
Kelly L. Rose, President

TRADEMARK

REF: 002254 FRAME: 0605

EXHIBIT D

Partial Trademark Assignment

Starcraft Mark Holding Company, LLC hereby assigns to Starcraft RV, Inc., an Indiana corporation, the portion of its right, title and interest in and to the trademarks, applications and registrations solely on and in connection with those goods identified in Exhibit B hereto, including the goodwill associated with the trademarks and the right to sue and collect damages for any past, current and future infringements of the trademarks, subject to the provisions and conditions set forth in the Agreement for License and Assignment of Trademarks. SMHC specifically retains all its right, title and interest in and to the trademarks, applications and registrations in connection with all goods not listed in Exhibit B.

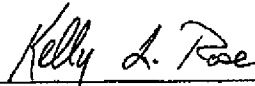
The effective date of this assignment shall be March 15, 2006.

STARCRAFT MARK HOLDING
COMPANY, LLC

By: KR Enterprises, Inc.,

Its sole Member

By:



Kelly L. Rose, President

TRADEMARK

REF: 002254 FRAME: 0606

Exhibit A

| Number | Trademark | Country | Status | App No. | Reg No. | Class | Goods |
|--------|----------------------------------|---------|------------|-----------|---------|-------|---|
| 81342 | LONESTAR | USA | Registered | 56497 | 2024057 | 12 | vehicles, namely, campers and recreational vehicles |
| 51784 | ROADSTAR | USA | Registered | 745578 | 1559722 | 12 | recreational vehicles, namely, camper inserts and truck campers |
| 51785 | SPORTSTAR | USA | Registered | 745577 | 1560753 | 12 | recreational vehicles namely, camping inserts and truck campers |
| 51552 | STARCRAFT | USA | Registered | 72/344147 | 912518 | 12 | motor homes |
| 81646 | STARCRAFT | USA | Registered | 75/324841 | 2379851 | 12 | enclosed trailers towed by automotive vehicles; namely cargo, horse and livestock trailers, but excluding boat trailers |
| 51550 | STARCRAFT | USA | Registered | 214796 | 801235 | 12 | camping trailers |
| 51553 | STARCRAFT & S LOGO (Stylized) | USA | Registered | 72/381807 | 957616 | 12 | travel trailers and structural parts therefor |
| 51544 | STARFLYER | USA | Registered | 73/277155 | 1183677 | 12 | camping trailers |
| 51659 | STARSTREAM | USA | Registered | 692615 | 1492136 | 12 | travel trailers |
| 52060 | SPACESTAR | USA | Registered | 73748621 | 1563256 | 12 | recreational vehicles namely, camping trailers and cargo trailers |
| 51984 | STARBLAZER | USA | Registered | 745599 | 1559724 | 12 | recreational vehicles namely, camping trailers and cargo trailers |
| 51787 | STARMATE | USA | Registered | 745575 | 1562061 | 12 | recreational vehicles, namely camping and cargo trailers |
| 51791 | COMET | USA | Registered | 745581 | 1564326 | 12 | recreational vehicles namely, camping trailers and cargo trailers |
| 52234 | SATELLITE | USA | Registered | 830716 | 1594106 | 12 | recreational vehicles, namely, camping trailers and cargo trailers |
| 82554 | STARHAULER | USA | Registered | 76/442248 | 2728999 | 12 | enclosed trailers towed by automotive vehicles; namely cargo trailers |
| 52012 | ROADSTAR | Canada | Registered | 641280 | 405089 | | recreational vehicles, namely, camper inserts and truck campers |

Exhibit B

| Number | Trademark | Country | Status | App No. | Reg No. | Class | Goods |
|--------|-------------------------------|--------------------|------------|----------|---------|-------|--|
| 51548 | S LOGO STYLIZED | USA | Registered | 72381806 | 957613 | 12 | boats, campers, and travel trailers |
| 51585 | S LOGO | Finland | Registered | 172182 | 87955 | 12 | boats, yachts, trailer caravans, mobile homes, motorized caravans, trailers, vehicles incorporating tents and parts and fittings for all the aforementioned goods |
| 51600 | S LOGO | Japan | Registered | 8350948 | 9289745 | 12 | recreational vehicles and motorized and non-motorized vehicular accommodations for personnel and cargo, including travel trailers, camping trailers, pick-up campers, motor homes, caravans, and accessories and parts therefor |
| 51608 | S LOGO | Norway | Registered | 120060 | 96756 | 12 | boats and yachts, trailers for travel use, motor homes, caravans with permanent tents, vehicles fitted as homes |
| 51626 | S LOGO | United Kingdom | Registered | 1170378 | 1170378 | 12 | boats, yachts, trailer caravans, mobile homes (vehicles), motorised caravans, trailers (vehicles), and vehicles incorporating tents, parts and fittings included in Class 12 for all the aforesaid goods |
| 51573A | STARCRAFT | Denmark | Registered | 615990 | 972492 | 12 | recreational vehicles and motorized and non-motorized vehicular accommodations for personal and cargo (except boats), including travel trailers, camping trailers, pick-up campers, motorhomes, caravans, accessories and parts therefor (except covers for seats) |
| 51584 | STARCRAFT | Finland | Registered | 284889 | 116128 | 12 | towable recreational vehicles consisting of folding camping trailers, travel trailers, fifth wheel trailers, truck campers, class A motor homes and Class C motor homes, cargo trailers, toy haulers, horse trailers, work-n-play trailers, and pull-n-play trailers |
| 51587 | STARCRAFT | France | Registered | 1042790 | 1450143 | 12 | boats, outboards, boats with inboard motors, small crafts, sailboat canoes, motor caravans |
| 81161 | STARCRAFT | Russian Federation | Registered | 95704776 | 147048 | 12 | recreational vehicles, motorhomes, fittings and accessories therefor |
| 52196 | STARCRAFT | Saudi Arabia | Registered | 10315 | 21815 | 12 | recreational vehicles and motorized and non-motorized vehicular accommodations for personnel and cargo, including travel trailers, camping trailers, pick-up campers, motor homes, caravans, and accessories and parts therefor |
| 52198 | STARCRAFT | United Kingdom | Registered | 1489456 | 1489456 | 12 | recreational land vehicles, travel trailers, truck campers, motor homes |
| 51500 | STARCRAFT & S LOGO (Stylized) | Germany | Registered | 1489924 | 1489924 | 12 | towable recreational vehicles consisting of folding camping trailers, travel trailers, fifth wheel trailers, truck campers, class A motor homes and Class C motor homes, cargo trailers, toy haulers, horse trailers, work-n-play trailers, and pull-n-play trailers |

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| ● 52013 | SPORTSTAR | Canada | Registered | 641282 | 405090 | 12 | recreational vehicles namely, camping inserts and truck campers |
| ● 51560 | STARCRAFT | Australia | Registered | 262332 | A262332 | 12 | recreational vehicles, including camping trailers and caravans, but not including bicycles watercraft and trailers specifically designed for watercraft and typically sold with watercraft |
| ● 51568 | STARCRAFT | Canada | Registered | 362050 | 159549 | | boats, camping trailers, pick-up campers; wholesaling and/or retailing equipment comprising boats, camping trailers, and pickup trailers, publication and distribution of advertisement and promotional literature for stimulating sales by others of such equipment, and distribution of information concerning the use of such equipment |
| ● 51573 | STARCRAFT | Denmark | Registered | 4127/74 | 1975/1865 | 12 | travel trailers (except boat trailers), tent campers, motor homes and pick-up campers |
| ● 51589 | STARCRAFT | Canada | Registered | ST8242/12 | 880088 | 12 | boats, especially motor boats with built-in motor and with outboard motor, motor cruisers, rowboats, sailboats and sporting boats with paddle or pinching rows, housevans, house trailers and house van and trailer superstructures for automotive vehicles |
| ● 51595 | STARCRAFT | Ireland | Registered | 890/80 | B108916 | 12 | boats, yachts, trailer caravan mobile homes, motorized caravan vans, trailers, vehicles incorporating tents; and parts and fittings included in Class 12 |
| ● 51607 | STARCRAFT | Norway | Registered | 112059 | 88012 | 12 | vehicles for leisure use, including boats, yachts, vehicles fitted as homes (motor homes), camping trailers and caravans, as far as these goods are included in class 12. |
| ● 51597 | STARCRAFT | Italy | Registered | 40571-C | 848732 | 12 | boats, including boats provided with outboard engine and inboard engine; rowing boats, motor cruising boats; sailing boats and canoe; wheel vehicles and trailers adapted for camping and traveling house trailers; camping trailers and camping equipment adapted for being carried in a truck |
| ● 81631 | STARCRAFT | Puerto Rico | Registered | 37584 | 37584 | 12 | aluminum and fiberglass boats, including rowboats and powerboats; recreational vehicles, including campers, travel trailers, mini motorhomes, motorhomes and caravans |
| ● 51618 | STARCRAFT | Switzerland | Registered | 400072 | 400072 | 12 | boats, yachts, campers, caravans, camping trailers, tents |
| ● 51632 | STARCRAFT | Venezuela | Registered | 4160-81 | 111615-F | 19 | campers and travel trailers |
| ● 52061 | SPACESTAR | Canada | Registered | 641202 | 405088 | 12 | recreational vehicles namely, camping trailers and cargo trailers |

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| 52015 | STARMATE | Canada | Registered | 641203 | 386973 | | recreational vehicles, namely camping and cargo trailers |
| 52016 | METEOR | Canada | Registered | 641204 | 438915 | 12 | recreational vehicles, namely, camping trailers and cargo trailers. |
| 51561 | S LOGO | Australia | Registered | 273480 | A273480 | | campers, motorhomes, caravans, camping trailers, and travel trailers but excluding trailers specifically designed for watercraft and typically sold with watercraft |
| 51563 | S LOGO | Austria | Registered | AM1834/82 | 101132 | 12 | boats, yachts, sailing boats, caravans, caravan trailers, trailer super structures for vehicles and automatic vehicle and tents |
| 51574 | S LOGO | Denmark | Registered | 4126/74 | 1975/1869 | 12 | travel trailers (except boat trailers) tent campers, motor homes and pick-up campers |
| 51588 | S LOGO | France | Registered | 887773 | 4236693 | 12 | boats, yachts, sailing boats, vehicles and trailers for camping, traveling trailers, caravans and motor trailers. |
| 51599 | S LOGO | Italy | Registered | 35337/C | 665532 | 12 | boats, cruisers, sailing boats, self-propelling caravans, camping trailers, traveling trailers, house motor trailers |
| 81630 | S LOGO | Puerto Rico | Registered | 37585 | 37585 | 12 | aluminum and fiberglass boats, including rowboats and powerboats; recreational vehicles, including campers, travel trailers, mini motorhomes, motorhomes and caravans |
| 51633 | S LOGO | Venezuela | Registered | 4161-81 | 111616-F | 19 | boats, campers and travel trailers |