

AGREEMENT

WHEREAS, Tiffin Motor Homes, Inc. ("Tiffin"), a corporation organized under the laws of the state of Alabama, domiciled and doing business at 502 4th Street, NW, P.O. Box 596, Red Bay, Alabama 35582, is the owner of U.S. Trademark Registration No. 2,492,636, in International Class 12 for the mark "PHAETON" and its associated goodwill for use in connection with recreational vehicles, namely, travel trailers, mini motor homes, conventional motor homes, motorcoaches, and vacation trailers;

WHEREAS, Tiffin has learned that Volkswagen Aktiengesellschaft ("VWAG") is the owner, by assignment, of pending U.S. Trademark Application, Serial No. 76/333,393, for the mark "PHAETON" and its associated goodwill for use in connection with a wide range of apparatus and equipment in Class 9, a wide range of vehicles, motors and parts therefor in Class 12, goods made of precious metal in Class 14, goods made of leather and leather imitations in Class 18, games, toys, gymnastics and sporting articles in Class 28, and a wide range of vehicle repair and maintenance services in Class 37;

WHEREAS, VWAG is desirous of obtaining from Tiffin a formal written consent to the use and registration of the mark "PHAETON" for use in connection with the above referenced goods by VWAG and which formal consent is apt to satisfy the requirements for acceptable consent agreements by the United States Patent and Trademark Office;

AND WHEREAS, Tiffin has based its decision expressed in this Agreement on its analysis of the respective marks in the marketplace;

NOW THEREFORE, for consideration agreed to in a separate communication receipt of which is acknowledged, as represented by Exhibit A attached hereto, IT IS AGREED IN QUADRUPLICATE AS FOLLOWS:

1. Registration by VWAG of the mark "PHAETON" for the wide range of goods and services in pending U.S. Trademark Application, Serial No. 76/333,393 is not believed to be likely to cause confusion, mistake or deception with U.S. Trademark Registration No. 2,492,636, for the mark "PHAETON" for use in connection with recreational vehicles, namely, travel trailers, mini motor homes, conventional motor homes, motorcoaches, and vacation trailers.

2. To further preclude and prevent any likelihood of confusion, VWAG agrees that it will not use its mark "PHAETON" or any substantially similar term directly on or in connection with any travel trailers, mini motor homes, conventional motor homes, motorcoaches or vacation trailers which it or any of its affiliated companies might offer or sell. Except as set forth in this Paragraph, nothing prevents VWAG from using the "PHAETON" mark in connection with the remainder of the goods and services in pending U.S. Trademark Application, Serial No. 76/333,393.
3. In view of, and subject to, paragraphs 1. and 2. herein, Tiffin does not and shall not object in any manner to the use by VWAG of the mark "PHAETON" in connection with the goods and services in pending U.S. Trademark Application, Serial No. 76/333,393.
4. In view of, and subject to, paragraphs 1. and 2. herein, Tiffin does not and shall not object in any manner to the registration by VWAG in the United States Patent and Trademark Office of the mark "PHAETON" in connection with the goods and services in pending U.S. Trademark Application, Serial No. 76/333,393.
5. In view of, and subject to, paragraphs 1. and 2. herein, Tiffin will not in any way contest or otherwise challenge VWAG's use and registration of the mark "PHAETON" in connection with the goods and services identified in pending U.S. Trademark Application, Serial No. 76/333,393.
6. Tiffin and VWAG mutually agree that no likelihood of confusion as to source, sponsorship, or affiliation between Tiffin's mark "PHAETON" and VWAG's mark "PHAETON" is apt to exist or is likely to exist for the following reasons:
 - a) the marks are used in connection with different goods; which goods are highly priced and not subject to a casual purchase;
 - b) the channels of trade through which such goods are sold and distributed are different and are purchased by a different class of purchaser, wherein each class of relevant purchaser will carefully deliberate the purchasing decision;
 - c) Tiffin uses its mark "PHAETON" as a secondary mark to designate a style of motor home offered under their "TIFFIN" brand.

7. It is mutually understood and agreed that Tiffin and VWAG shall cooperate in the future to avoid any possibility of confusion by prospective customers of their respective products.
8. This Agreement shall endure in perpetuity unless earlier terminated by a writing signed by the parties hereto.
9. This Agreement shall be assignable by either party hereto to a successor or to an assignee.
10. This Agreement represents the parties' entire understanding and supersedes all previous representations, understandings or agreements, oral or written, between them with respect to the subject matter hereof; and cannot be modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this agreement in a set of four originals this 17th day of September, 2002.

TIFFIN MOTOR HOMES, INC.

By: Bob Tiffin

Title: Pres

Date: 9-12-2002

VOLKSWAGEN AKTIENGESELLSCHAFT

By: i.V. THOMAS AHRENS

Title: Head of Patent Department

Date: October 02, 2002

By: i.V. Joerg Biermann

Title: Patent counsel

Date: October 02, 2002

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF FRANKLIN) SS:

I, Robert A. Tiffin, Jr., of Tiffin Motor Homes, Inc., in accordance with an agreement reached between Tiffin Motor Homes, Inc. and Volkswagen Aktiengesellschaft, as well as in a separate communication setting forth the consideration, hereby acknowledge receipt of said consideration by wire transfer on _____, 2003.

TIFFIN MOTOR HOMES, INC.

By: Robert A. Tiffin, Jr.
Robert A. Tiffin, Jr.

Dated: 8-5-03

Sworn and subscribed to
before me this 5th
day of August,
2003.

Selma Massey
Notary Public MY COMMISSION EXPIRES MAY 22, 2005