

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6189420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GRAND DESIGN RV, LLC	07/08/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE
<b>Street Address:</b>	190 S. LASALLE
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10046690
<b>Patent Number:</b>	10654398
<b>Application Number:</b>	15930731
<b>Application Number:</b>	16050865
<b>Application Number:</b>	16454539
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	3129932652
<b>Email:</b>	heather.poitras@lw.com
<b>Correspondent Name:</b>	HEATHER POITRAS
<b>Address Line 1:</b>	330 N WABASH AVENUE
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60611
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0350 HP
<b>NAME OF SUBMITTER:</b>	HEATHER POITRAS
<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	07/08/2020
<b>Total Attachments: 5</b>	
source=Winnebago - Confirmatory Grant of re Patents (Bond) (Grand Design RV)_116888695_1_0#page1.tif	

source=Winnebago - Confirmatory Grant of re Patents (Bond) (Grand Design RV)\_116888695\_1\_0#page2.tif  
source=Winnebago - Confirmatory Grant of re Patents (Bond) (Grand Design RV)\_116888695\_1\_0#page3.tif  
source=Winnebago - Confirmatory Grant of re Patents (Bond) (Grand Design RV)\_116888695\_1\_0#page4.tif  
source=Winnebago - Confirmatory Grant of re Patents (Bond) (Grand Design RV)\_116888695\_1\_0#page5.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 8, 2020 by and from GRAND DESIGN RV, LLC, an Indiana limited liability company ("Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral trustee for the Priority Lien Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "Collateral Trustee").

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of the date hereof in favor of the Collateral Trustee (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Patents (as defined below), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Collateral Trustee for the benefit of the Priority Lien Secured Parties. The rights and remedies of Collateral Trustee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Collateral Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Collateral Trust Agreement dated as of the date hereof among the Grantor, the other grantors from time to time party thereto and the Collateral Trustee (each as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the Secured Obligations.

(b) The Grantor hereby grants to the Collateral Trustee, on behalf of and for the benefit of the Priority Lien Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under (i) the patents and patent applications listed on Exhibit A attached hereto, (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements and other violations thereof; (v) all rights to sue for past, present, and future infringements and other violations thereof; and (vi) all rights corresponding to any of the foregoing throughout the world (the "Patent Collateral"). Notwithstanding the foregoing, the Patent Collateral shall in no event include, and this Confirmatory Grant shall in no event create a security interest in, any Excluded Assets.

3) Governing Law. **THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

4) COUNTERPARTS. THIS CONFIRMATORY GRANT MAY BE EXECUTED IN COUNTERPARTS (AND BY DIFFERENT PARTIES HERETO IN DIFFERENT COUNTERPARTS), EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL, BUT ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE A SINGLE CONTRACT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE PAGE OF THIS CONFIRMATORY GRANT BY TELECOPY, E-MAILED .PDF OR ANY OTHER ELECTRONIC MEANS THAT REPRODUCES AN IMAGE OF THE ACTUAL EXECUTED SIGNATURE PAGE SHALL BE EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS CONFIRMATORY GRANT.

5) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Trustee pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Collateral Trustee hereunder, are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), U.S. Bank National Association as collateral trustee for the Fixed Asset Secured Parties (as defined in the Intercreditor Agreement) and each of the Loan Parties party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Confirmatory Grant and the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6) Collateral Trust Agreement. In the event of any conflict between this Confirmatory Grant and the Collateral Trust Agreement, the Collateral Trust Agreement shall control, and no right, power or remedy granted to the Collateral Trustee hereunder shall be exercised by the Collateral Trustee, and no direction shall be given by the Collateral Trustee hereunder in contravention of, the Collateral Trust Agreement.

\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRAND DESIGN RV, LLC  
as Grantor

By:   
Name: Bert Jameson  
Title: Treasurer

⋮

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Trustee

By: *Linda Garcia*

Name: Linda Garcia

Title: Vice President

Signature Page to  
Confirmatory Grant of Security Interest in United States Patents

**PATENT**  
**REEL: 053146 FRAME: 0139**

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

Exhibit A

<b>Grantor</b>	<b>Registration Number</b>	<b>Description</b>
Grand Design RV, LLC	10046690	Toy Hauler Recreational Vehicle
Grand Design RV, LLC	10654398	Toy Hauler Recreational Vehicle

PATENT APPLICATIONS

<b>Grantor</b>	<b>Application Number</b>	<b>Country</b>	<b>Description</b>
Grand Design RV, LLC	15930731	US	TOY HAULER RECREATIONAL VEHICLE
Grand Design RV, LLC	16050865	US	OUTDOOR KITCHEN
Grand Design RV, LLC	16/454,539	US	RECREATIONAL VEHICLE HAVING UNDERBODY INSULATION