

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6913641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT-ABL
CONVEYING PARTY DATA	
Name	Execution Date
AIRXCEL, INC.	09/01/2021
DICOR CORPORATION, INC.	09/01/2021
MCD INNOVATIONS, INC.	09/01/2021
TIFFIN MOTOR HOMES, INC.	09/01/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9540873
Patent Number:	9725949
Patent Number:	10829991
Patent Number:	9243447
Patent Number:	D629094
Patent Number:	D679796
Patent Number:	7131705
Patent Number:	7004832
Patent Number:	10676032
Application Number:	15931188
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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>	
Phone:	6502515073
Email:	ksolomon@stblaw.com

Correspondent Name:	CORINA MCINTYRE, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	2475 HANOVER STREET
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER:	509265/2159
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NAME OF SUBMITTER:	CORINA MCINTYRE
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SIGNATURE:	/CM/
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DATE SIGNED:	09/13/2021
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of September 1, 2021 (as amended, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, THOR INDUSTRIES, INC., a Delaware corporation (the “Parent Borrower”) has entered into the ABL Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, certain subsidiaries of the Parent Borrower party thereto (the “Subsidiary Borrowers”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the ABL Collateral Agreement, dated as of February 1, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement, as applicable.

Section 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Patents, including those listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

Section 3. Recordation. This Patent Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

Section 4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on 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 Patent Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Section 5. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

Section 6. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies

of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

AIRXCEL, INC.
DICOR CORPORATION, INC.
MCD INNOVATIONS, INC.
TIFFIN MOTOR HOMES, INC.

By: Colleen Zuhl

Name: Colleen Zuhl
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Suzanne Ergastolo
Name: Suzanne Ergastolo
Title: Executive Director

[Signature Page to ABL Patent Security Agreement]

**SCHEDULE A
PATENTS**

Title	Application No. (Date)	Publication No. (Date)	Patent No. (Date)	Record Owner
Laterally repositionable roller shade	14/097109 12/04/13	n/a	9540873 01/10/17	MCD Innovations, Inc.
Laterally repositionable roller shade	14/097147 12/04/13	20140158312 06/12/14	9725949 08/08/17	MCD Innovations, Inc.
Laterally repositionable roller shade	15/671044 08/07/17	20170335624 11/23/17	10829991 11/10/20	MCD Innovations, Inc.
Roller shade assembly adjustment mechanism	14/045695 10/03/13	20140096920 04/10/14	9243447 01/26/16	MCD Innovations, Inc.
Vent cover	29/307573 04/28/08	n/a	D629094 12/14/10	Airxcel, Inc.
Vent cover	29/372141 10/21/10	n/a	D679796 04/09/13	Airxcel, Inc.
Wheel hub cover	10/839746 05/05/04	n/a	7131705 11/07/06	Dicor Corporation, Inc.
Collapsible air vent closure	10/858884 06/02/04	20050003751 01/06/05	7004832 02/28/06	Airxcel, Inc.
Systems and methods for egress from a motor home	16/151898 10/04/18	20190106046 04/11/19	10676032 06/09/20	Tiffin Motor Homes, Inc.
Systems and methods for egress from a motor home	15/931188 05/13/20	20200269762 08/27/20	n/a	Tiffin Motor Homes, Inc.