

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7818816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WINNEBAGO INDUSTRIES, INC.	02/24/2023
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	190 S. LASALLE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17217375
Application Number:	17565751
Application Number:	17712159
Application Number:	17694772
CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<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:	6127666911
Email:	susan.carlson@faegredrinker.com
Correspondent Name:	SUSAN CARLSON, FAEGRE DRINKER BIDDLE
Address Line 1:	90 S 7TH ST STE 2200
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
NAME OF SUBMITTER:	SUSAN CARLSON
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	02/28/2023
Total Attachments: 4	
source=Supplemental Grant Patent Winnebago Industries#page1.tif	
source=Supplemental Grant Patent Winnebago Industries#page2.tif	
source=Supplemental Grant Patent Winnebago Industries#page3.tif	
source=Supplemental Grant Patent Winnebago Industries#page4.tif	

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS SUPPLEMENTAL 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 February 24, 2023 by and from WINNEBAGO INDUSTRIES, INC., a Minnesota corporation ("Grantor") to and in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor to 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 July 8, 2020 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.

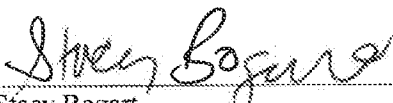
4) COUNTERPARTS. THIS CONFIRMATORY GRANT MAY BE EXECUTED IN COUNTERPARTS (AND BY DIFFERENT PARTIES HERETO IN DIFFERENT COUNTERPARTS), EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL, BUT ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE A SINGLE CONTRACT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE 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 Trust Company, National Association, as successor to 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.

WINNEBAGO INDUSTRIES, INC.,
as Grantor

By: 
Name: Stacy Bogart
Title: Senior Vice President, General Counsel and
Secretary

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A

Title	Application No.	Country	Owner
MOTORIZED LOW THRESHOLD RECREATIONAL VEHICLES	17217375	US	Winnebago Industries, Inc.
RECREATION VEHICLES WITH ON-BOARD INTELLIGENCE	17565751	US	Winnebago Industries, Inc.
CONVERTIBLE THEATER SEATING ASSEMBLY	17712159	US	Winnebago Industries, Inc.
CONVERTIBLE WORKSTATION AND DINETTE	17694772	US	Winnebago Industries, Inc.