

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		07/31/2008	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Heartland Recreational Vehicles, LLC
<b>Street Address:</b>	1001 All-Pro Drive
<b>City:</b>	Elkhart
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46514
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2979609	LANDMARK
Registration Number:	3046838	HEARTLAND RECREATIONAL VEHICLES
Registration Number:	3412668	BIGHORN
Registration Number:	3357464	TRAIL RUNNER
Registration Number:	3386778	RUSH
Registration Number:	3240447	SUNDANCE
Serial Number:	78745227	BIG COUNTRY
Serial Number:	78678248	CYCLONE
Serial Number:	78749218	RAZOR
Serial Number:	78677103	ROAD WARRIOR

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348

CH \$265.00 2979609

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/01/2008

**Total Attachments: 7**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=>=>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PNC Bank, National Association  
70 East 55th Street  
New York, NY 10022

- Individual(s)
  - General Partnership
  - Corporation-State:
  - Other National Association
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Heartland Recreational Vehicles, LLC

Internal Address: \_\_\_\_\_

Street Address: 1001 All-Pro Drive

City: Elkhart State: IN ZIP: 46514

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Limited Liability Company - IN

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designations must be a separate document from Assignment)

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: July 31, 2008

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

See Attached Schedule B

B. Trademark registration No.(s)

See Attached Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

10

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

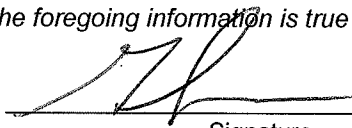
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Graig Solow, Esq.

Name of Person Signing



Signature

August 1, 2008

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

7

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of July 31, 2008 ("Effective Date") by and between HEARTLAND RECREATIONAL VEHICLES, LLC, an Indiana limited liability company having a mailing address at 1001 All-Pro Drive, Elkhart, Indiana 46514 ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as agent, having a mailing address at 70 East 55th Street, New York, NY 10022 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Collateral Security Agreement by and between Grantor and Grantee dated February 9, 2007 (the "Trademark Security Agreement"), Grantor granted to Grantee a security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Revolving Credit, Term Loan and Security Agreement by and between Grantor and Grantee dated February 9, 2007 (the "Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 16, 2007, at Reel 3482, Frame 0753;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

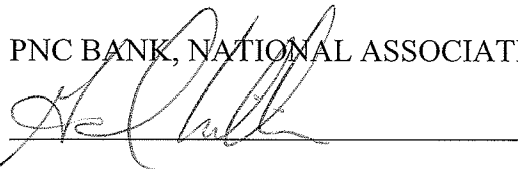
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedules A and B (attached hereto), in any jurisdiction throughout the world; and (iv) Schedule C attached hereto sets forth a complete and correct list of all of the filings made by or on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademarks in any jurisdiction throughout the world.

At Grantor's expense, Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

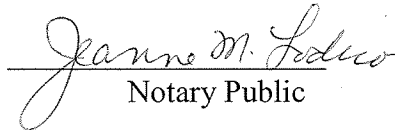
PNC BANK, NATIONAL ASSOCIATION  


Name: Gordon Wilkins

Title: Vice President

STATE OF NEW YORK    )  
  ) SS.  
COUNTY OF NEW YORK )

On this 30 day of July, there appeared before me Gordon Wilkins, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of PNC Bank, National Association.

  
Notary Public

JEANNE M. LODICO  
Notary Public, State of New York  
No. 01LO6023719  
Qualified in Suffolk County  
Commission Expires Apr. 26, 20 11

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Registration No. (Registration Date)</b>
LANDMARK	78/333,487	2,979,609 (7-26-05)
HEARTLAND RECREATIONAL VEHICLES	78/324509	3,046,838 (1-17-06)
BIGHORN	78/474826	3412668 (04/15/2008)
TRAIL RUNNER	78/745229	3357464 (12/18/2007)
RUSH	78/891461	3386778 (02/19/2008)
SUNDANCE	78/520946	3240447 (05/08/2007)

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Filing Date</b>
BIG COUNTRY	78/745227	11/02/2005
CYCLONE	78/678248	07/26/2005
RAZOR	78/749218	11/08/2005
ROAD WARRIOR	78/677103	07/25/2005



**SCHEDULE C**

**FILINGS**

Trademark Assignment of Security recorded with the United States Patent and Trademark Office  
on February 16, 2007, at Reel 3482, Frame 0753