

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement To Guarantee and Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stag-Parkway, Inc.		09/30/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	1919 Pennsylvania Ave NW, 3rd Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3367987	MAGNIFINDER THE MOST COMPREHENSIVE COMPUTERIZED RV PARTS PROGRAM	
Registration Number:	3387808	PART EASE	
Registration Number:	3390941	PE PART EASE GUARANTEED STOCKING PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3002329/0000351080		
NAME OF SUBMITTER:	Jennifer Kagan		

OP \$90.00 3367987

Signature:	/jenniferkagan/
Date:	10/01/2010
Total Attachments: 3 source=Stag - Executed Trademark Supplement to AR Guarantee and Collateral Agreement#page1.tif source=Stag - Executed Trademark Supplement to AR Guarantee and Collateral Agreement#page2.tif source=Stag - Executed Trademark Supplement to AR Guarantee and Collateral Agreement#page3.tif	

**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT
(TRADEMARKS)**

WHEREAS, STAG-PARKWAY, INC., a Georgia corporation (herein referred to as “Grantor”), having an address at 7095 Tradewater Parkway, Atlanta, Georgia 30336, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the “Trademarks”); and

WHEREAS, the Grantor has entered into an Amended and Restated Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the “Security Agreement”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the “Collateral”), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party’s name and address is Ares Capital Corporation, 1919 Pennsylvania Ave NW, 3rd Floor, Washington, DC 20006, Attention: Kevin Cunningham.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of the date first written above.

STAG-PARKWAY, INC.

By:



Name: MARTIN STREET

Title: PRESIDENT + CEO

**Schedule 1-A to the SUPPLEMENT TO GUARANTEE
AND COLLATERAL AGREEMENT
(TRADEMARKS)**

Trademark	Application or Registration Date	Application Serial / Registration No.
RV U	December 24, 2002	76286867 / 2665748
HARVEY THE RV	February 4, 2003	76286752 / 2682662
HARVEY	November 5, 2002	76286113 / 2645500
RV UNIVERSITY	August 5, 2003	76285952 / 2746026
(Design Only) ["Parkway Hustle Logo"]	April 26, 1988	73680182 / 1486547
LET'S GO RVING	November 2, 2004	78261648 / 2899647
MAGNIFINDER THE MOST COMPREHENSIVE COMPUTERIZED RV PARTS PROGRAM	January 15, 2008	77122915 / 3367987
PART EASE	February 26, 2008	77097002 / 3387808
PE PART EASE GUARANTEED STOCKING PROGRAM	March 4, 2008	77097549 / 3390941

[TRADEMARK SECURITY AGREEMENT]

A/73510816.3

RECORDED: 10/01/2010

**TRADEMARK
REEL: 004288 FRAME: 0380**