

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, As Administrative Agent		08/03/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Heartland Recreational Vehicles, LLC		
Street Address:	2831 Dexter Drive		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3046838	HEARTLAND RECREATIONAL VEHICLES	
Registration Number:	2979609	LANDMARK	
Registration Number:	3412668	BIGHORN	
Registration Number:	3386778	RUSH	
Registration Number:	3240447	SUNDANCE	
Registration Number:	3357464	TRAIL RUNNER	
CORRESPONDENCE DATA			
Fax Number:	5742947706		
<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:	5742947706		
Email:	cputt@thorindustries.com		
Correspondent Name:	Christopher R. Putt		
Address Line 1:	601 East Beardsley Avenue		
Address Line 4:	Elkhart, INDIANA 46514		
ATTORNEY DOCKET NUMBER:	Heartland		
NAME OF SUBMITTER:	Christopher R. Putt		
SIGNATURE:	/Christopher R. Putt/		
DATE SIGNED:	08/04/2016		

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Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") dated August 3, 2016 and granted by Fifth Third Bank (the "Administrative Agent"), an Ohio banking corporation, as administrative agent in favor of Heartland Recreational Vehicles, LLC an Indiana Limited Liability Company (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Trademark Collateral Agreement and between the Grantor and the Administrative Agent dated as of July 31, 2008 (the Trademark Collateral Agreement and the Security Agreement referenced therein are collectively referred to as the "Collateral Agreement") and recorded with the U.S. Patent and Trademark Office on August 5, 2008 at Reel/Frame 003829/0355, the Grantor granted to the Administrative Agent a lien on and a continuing security interest in and to all of its right, title and interest in the collateral pledged by the Grantor described therein (the "Collateral"), including the trademarks, trademark registrations, trademark applications and related goodwill set forth on Schedule A attached hereto;

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Administrative Agent;

WHEREAS, the Grantor has requested that the Administrative Agent release its lien on and continuing security interest in, all right, title and interest of the Administrative Agent in and to the Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the secured parties identified in the Collateral Agreement, their successors, legal representatives and assigns, hereby terminates the Collateral Agreement and terminates, releases and discharges its lien and any and all security interests that it has in the Collateral, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Collateral, including:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claims against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by any reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages.

The Administrative Agent agrees to provide to the Grantor with any information and additional authorization and documentation necessary to effect the release of the Administrative Agent's security interest in the Collateral (without recourse, representation or warranty and at the Grantor's sole cost and expense).

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Fifth Third Bank
as Administrative Agent



Signature

KRIS KLEEHAMER
Printed Name

VICE PRESIDENT
Title

SCHEDULE A

INTELLECTUAL PROPERTY RIGHTS

Trademark Registrations and Applications with the United States Patent and Trademark Office

TRADEMARK	REGISTRATION/SERIAL NUMBER	REGISTRATION/APPLICATION DATE
HEARTLAND RECREATIONAL VEHICLES ¹	3,046,838	1/17/06
LANDMARK	2,979,609	7/26/05
BIGHORN	3,412,668	4/15/08
RUSH	3,386,778	2/19/08
SUNDANCE	3,240,447	5/8/07
TRAIL RUNNER	3,357,464	12/18/07