

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCAPE CAMPERVANS, INC.		09/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 North Meridian Street		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4931590	ESCAPE CAMPERVANS	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386304		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	FMEB-324		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	09/20/2016		
Total Attachments: 5			
source=2016_09_20_Trademark_Security_Agreement_Cover Sheet_Escape_Campervans_Inc_to_First_MERCHANTS_Bank_FMEB_324_#page1.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ESCAPE CAMPERVANS, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 09/15/2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: FIRST MERCHANTS BANK

Street Address: 10333 North Meridian Street, Suite 350

City: Indianapolis

State: Indiana

Country: United States Zip: 46290

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship United States
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4931590

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark - Escape Campervans

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

Name: Robert J. Goode

Internal Address: Suite 2800

Street Address: One Indiana Square

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-238-6304

Docket Number: FMEB-324

Email Address: ipdocketing@kdlegal.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number DA122424

Authorized User Name Robert J. Goode

9. Signature: _____ /Robert J. Goode/

_____ 09/20/2016

Signature

Date

Robert J. Goode

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of September 16, 2016, following the consummation of the Acquisition Transaction, by **ESCAPE CAMPERVANS, INC.**, a Delaware corporation with a mailing address of 101 West Ohio Street, Suite 1350, Indianapolis, Indiana 46204 (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Lender").

RECITALS

A. Grantor, among other parties, has entered into a Credit Agreement dated as of even date (as amended and in effect from time to time, the "Credit Agreement") with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor.

B. Grantor has entered into a Security Agreement dated as of the date hereof (as such document is amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

Notwithstanding the foregoing, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be part of the Trademark Collateral hereunder.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>OWNER</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
Escape Campervans, Inc.	Word Mark – Escape Campervans	4931590