

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escape Campervans, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 North Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Chartered Bank: 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:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square, Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode, Attorney		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	05/01/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of April 30, 2018, 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.

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[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

ESCAPE CAMPERVANS, INC.,
a Delaware corporation

By: [Signature]
Devin D. Anderson, President

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Devin D. Anderson, the President of Escape Campervans, Inc. a Delaware corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 30th day of April, 2018.



[Signature]
Notary Public
Jennifer J. Richardson
Notary Public (Printed)

My Commission Expires:

09/21/2021

My County of Residence:

Johnson

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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