

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		01/31/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Highland Ridge RV, Inc.		
Street Address:	3195 N. S.R. 5		
City:	Shipshewana		
State/Country:	INDIANA		
Postal Code:	46565		
Entity Type:	Corporation: INDIANA		
Name:	Airstream, Inc.		
Street Address:	419 West Pike Street		
City:	Jackson Center		
State/Country:	OHIO		
Postal Code:	45334		
Entity Type:	Corporation: NEVADA		
Name:	Heartland Recreational Vehicles, LLC		
Street Address:	2831 Dexter Drive		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Limited Liability Company: INDIANA		
Name:	Keystone RV Company		
Street Address:	2642 Hackberry Drive		
City:	Goshen		
State/Country:	INDIANA		
Postal Code:	46527		
Entity Type:	Corporation: DELAWARE		
Name:	K.Z., Inc.		
Street Address:	0985 N. 900 W		
City:	Shipshewana		

CH \$7740.00 4569914

State/Country:	INDIANA
Postal Code:	46565
Entity Type:	Corporation: INDIANA
Name:	Jayco, Inc.
Street Address:	903 South Main Street
City:	Middlebury
State/Country:	INDIANA
Postal Code:	46540
Entity Type:	Corporation: INDIANA
Name:	KZRV, L.P.
Street Address:	985 N 900 W
City:	Shipshewana
State/Country:	INDIANA
Postal Code:	46565
Entity Type:	Limited Partnership: INDIANA
Name:	Thor Tech, Inc.
Street Address:	601 East Beardsley Avenue
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46514
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 309

Property Type	Number	Word Mark
Registration Number:	4569914	NEST CARAVANS
Registration Number:	3596147	BACKPACK
Registration Number:	3740367	BAYRIDGE
Registration Number:	3648866	BIG COUNTRY
Registration Number:	3412668	BIGHORN
Registration Number:	5001518	BOSS
Registration Number:	3839210	CALIBER
Registration Number:	3890928	COUNTRY RIDGE
Registration Number:	3738206	CYCLONE
Serial Number:	86768274	EDGE
Registration Number:	3773392	ELKRIDGE
Registration Number:	4424037	FAIRFIELD
Registration Number:	3833044	FOCUS
Registration Number:	4337722	GATEWAY
Registration Number:	4112252	GREYSTONE

TRADEMARK

REEL: 006552 FRAME: 0643

Property Type	Number	Word Mark
Registration Number:	3615983	HEARTLAND
Registration Number:	3638425	HEARTLAND
Registration Number:	4682235	HEARTLAND
Registration Number:	3046838	HEARTLAND RECREATIONAL VEHICLES
Registration Number:	3833043	LAKESIDE
Serial Number:	86767663	LAKEVIEW
Registration Number:	2979609	LANDMARK
Registration Number:	4211454	LYNX
Registration Number:	0880791	MALLARD
Registration Number:	4576108	MALLARD
Registration Number:	0869973	
Registration Number:	4868490	MPG
Registration Number:	3231498	NITROUS
Registration Number:	4898791	NORTH TRAIL
Registration Number:	4800889	OAKMONT
Registration Number:	3234470	ORBIT
Registration Number:	3048544	PIONEER
Registration Number:	4246398	PIONEER
Registration Number:	3575586	PROWLER
Registration Number:	3795368	QUANTUM
Registration Number:	4964010	RESORT
Registration Number:	3589025	ROAD WARRIOR
Registration Number:	4890036	STRYKER
Registration Number:	3240447	SUNDANCE
Registration Number:	1082441	TERRY
Registration Number:	0808384	TERRY
Registration Number:	4165913	TORQUE
Registration Number:	3357464	TRAIL RUNNER
Registration Number:	3599656	WIDE TRAX SUSPENSION
Registration Number:	2853971	WILDERNESS
Registration Number:	4922955	CAMPFIRE
Registration Number:	2995433	COUGAR
Serial Number:	86737914	HIDEOUT
Registration Number:	2247512	KEYSTONE
Registration Number:	4927623	LAREDO
Registration Number:	2255223	MONTANA
Registration Number:	2245848	SPRINGDALE
Registration Number:	2249313	SPRINTER

Property Type	Number	Word Mark
Registration Number:	4466448	GOLDRUSH
Registration Number:	4288984	INFERNO
Registration Number:	4647347	KZ
Registration Number:	4647348	K-Z
Registration Number:	4609463	LEAF
Registration Number:	3279652	MONTEGO BAY
Registration Number:	4289121	MXT
Registration Number:	2216807	NEW VISION
Registration Number:	4289112	ROCK CLIMBER
Registration Number:	4466639	SONIC
Registration Number:	3004384	SPORTSMEN
Registration Number:	4570606	SPORTSMEN CLASSIC
Registration Number:	5001479	SPORTTREK
Registration Number:	3183731	SPREE
Registration Number:	4474390	SPREE CONNECT
Registration Number:	4288995	STONE RIDGE
Registration Number:	4856745	VENOM
Registration Number:	4737639	VISION
Registration Number:	4944629	SPREE ESCAPE
Registration Number:	2117956	ALUMASCAPE
Registration Number:	3775060	CROSSOVER
Registration Number:	3959486	ONYX
Registration Number:	2885122	R-VISION
Registration Number:	4129301	SILVER CREEK
Registration Number:	2417830	TRAIL CRUISER
Registration Number:	3319901	TRAIL SPORT
Registration Number:	2078025	TRAIL-LITE
Registration Number:	2149016	HORNET
Registration Number:	3987246	A.C.E.
Registration Number:	2093400	AERO
Registration Number:	2093399	AEROLITE
Registration Number:	4129397	AIR-GLYDE
Serial Number:	86913377	AIRSTREAM
Registration Number:	0607224	AIRSTREAM
Registration Number:	1189944	AIRSTREAM
Registration Number:	1597528	AIRSTREAM
Registration Number:	2579859	AIRSTREAM
Registration Number:	2598896	AIRSTREAM

Property Type	Number	Word Mark
Registration Number:	3275593	AIRSTREAM
Registration Number:	3838383	AIRSTREAM
Registration Number:	4118841	AIRSTREAM
Registration Number:	3790813	AIRSTREAM
Registration Number:	3144417	AIRSTREAM
Registration Number:	4573793	AIRSTREAM
Registration Number:	4704610	AIRSTREAM
Registration Number:	4997412	A
Registration Number:	3534143	
Registration Number:	4342082	AIRSTREAM PHOTO BOOTH
Registration Number:	2998753	AIRSTREAMER
Registration Number:	3881305	ALPINE
Registration Number:	1452051	ALUMA-LITE
Registration Number:	4154772	ASPEN TRAIL
Registration Number:	3080773	ASTORIA
Registration Number:	4495895	AUTOBAHN
Registration Number:	3871181	AVALANCHE
Registration Number:	3901980	AVENUE
Registration Number:	4492466	AXIS
Registration Number:	2283135	BAMBI
Registration Number:	3499123	BASECAMP
Serial Number:	87054768	BISON
Registration Number:	2910980	BISON
Serial Number:	87054990	BISON COACH
Registration Number:	4188134	BLACKWOOD
Registration Number:	4193754	BOUNDARY WATERS
Registration Number:	1798698	BRECKENRIDGE
Registration Number:	2470117	
Registration Number:	3761875	BRECKENRIDGE PERFECT COTTAGE
Registration Number:	3719713	BULLET
Registration Number:	4064334	CABO
Registration Number:	2498617	CAMEO
Registration Number:	4034816	CARRIAGE
Registration Number:	4034811	CARRI-LITE
Registration Number:	2125607	CHALLENGER
Registration Number:	2868967	CHATEAU
Registration Number:	4503163	CHROME
Registration Number:	1633947	CITATION

Property Type	Number	Word Mark
Registration Number:	2914327	CITATION
Registration Number:	4226268	CLIMA-COMFORT
Serial Number:	86928069	COACH LINK
Registration Number:	4864686	COMPASS
Registration Number:	4626942	CONCIERGE CONNECTION
Registration Number:	4953048	CROSSFIRE
Registration Number:	2245887	CROSSROADS
Registration Number:	4150252	CRUISER AIRE
Registration Number:	2484151	CUB
Registration Number:	4745278	CYPRESS
Registration Number:	2318573	DAMON
Registration Number:	1998301	DAYBREAK
Registration Number:	2968796	DENALI
Registration Number:	4844927	DURANGO
Registration Number:	1532939	DUTCHMEN
Registration Number:	2868968	DUTCHMEN
Registration Number:	4142776	ELEVATION
Registration Number:	3752984	EXPRESS BY PASSPORT
Registration Number:	4230481	FALCON
Registration Number:	4234512	FALCON INTEGRATED TECHNOLOGY
Registration Number:	2367813	FINER RECREATIONAL LIVING
Registration Number:	3895040	FIRESIDE
Registration Number:	4226249	FIT
Registration Number:	3611294	FLYING CLOUD
Registration Number:	1654278	FOUR WINDS
Registration Number:	3868233	FREEDOM ELITE
Registration Number:	3255470	FUZION
Registration Number:	4864687	GEMINI
Registration Number:	3008653	GRAND JUNCTION
Registration Number:	4878790	GRAND RESERVE
Registration Number:	4754918	HAIRSTREAM
Registration Number:	3382627	HAMPTON
Registration Number:	4548399	HD-MAX
Registration Number:	4006759	HELIUM
Registration Number:	3888912	HIGH COUNTRY
Registration Number:	4188155	HILL COUNTRY
Registration Number:	1971945	HURRICANE
Registration Number:	4770339	ICE SEEKER

Property Type	Number	Word Mark
Registration Number:	4833561	IGNITE
Registration Number:	4492521	IMPACT
Registration Number:	4081033	INFINITY
Registration Number:	2953654	INTERSTATE
Registration Number:	2125606	INTRUDER
Registration Number:	4932531	K
Registration Number:	2450186	KODIAK
Registration Number:	1159881	KOMFORT
Registration Number:	4129415	LAKESWOOD
Registration Number:	1298717	LAND YACHT
Registration Number:	4498944	LAND YACHT
Registration Number:	4946513	LIVE RIVETED
Registration Number:	4646042	LIVE RIVETED
Registration Number:	4491269	LIVIN' LITE
Registration Number:	4184404	LONGHORN
Registration Number:	4856665	MADE TO FIT
Registration Number:	1776431	MAJESTIC
Registration Number:	4263656	MAPLE COUNTRY
Registration Number:	4397849	MIRAMAR
Registration Number:	3767343	MONTECITO
Registration Number:	4347426	NGV
Registration Number:	4347427	NGV NEW GENERATION VEHICLE
Registration Number:	3443593	OUTBACK
Registration Number:	3306995	OUTLAW
Registration Number:	4013664	PACIFIC RIDGE
Registration Number:	4155804	PALAZZO
Registration Number:	3405561	PASSPORT
Registration Number:	3962037	PERFECT COTTAGE
Registration Number:	3917748	PRESTIGE
Registration Number:	4887015	QUANTUM
Registration Number:	4988294	QUICKSILVER
Registration Number:	4988319	QUICKSILVER
Registration Number:	3743548	QUICKSILVER
Registration Number:	4545268	RACE DAY TRAILERS
Serial Number:	87054895	RANGER
Registration Number:	4805318	RAPID CAMP
Registration Number:	3526896	RAPID RESPONSE
Registration Number:	3429379	RAPTOR

Property Type	Number	Word Mark
Registration Number:	3942282	REDWOOD
Registration Number:	3693953	RESIDENCE
Registration Number:	3809733	RESORT VEHICLES
Registration Number:	3714250	RETREAT
Registration Number:	4646400	REZERVE
Registration Number:	4928037	ROLL WITH THE BEST
Registration Number:	4196710	ROYALS INTERNATIONAL
Registration Number:	4071500	RUBICON
Registration Number:	4350544	RUSHMORE
Registration Number:	0626827	SAFARI
Registration Number:	3938486	SECURE STANCE
Registration Number:	2832426	SEE MORE DO MORE LIVE MORE
Registration Number:	4697036	SEQUOIA
Registration Number:	2949315	SIESTA
Serial Number:	87054815	SILVERADO
Registration Number:	4080540	SILVERADO
Registration Number:	3747236	SKYVIEW
Registration Number:	2594862	STRATUS
Registration Number:	3298032	SUMMERLAND
Registration Number:	3236446	SUNSET TRAIL
Registration Number:	4864690	SYNERGY
Registration Number:	4837075	TERRAIN
Registration Number:	4744394	THE ULTIMATE TAILGATING EXPERIENCE
Registration Number:	1780830	THOR
Serial Number:	86913136	THOR MOTOR COACH
Registration Number:	3273840	TRAIL EXPRESS
Serial Number:	87054847	TRAIL HAND
Registration Number:	2629101	TRAILBLAZER
Serial Number:	86977853	TRITON
Registration Number:	3050240	TUSCANY
Registration Number:	4340746	VANTAGE
Registration Number:	4856141	VAPOR LITE
Registration Number:	4527163	VEGAS
Registration Number:	3743128	VELOCITY
Registration Number:	4919325	VENETIAN
Registration Number:	3790819	VENTURA
Serial Number:	86661014	VENTURE RV
Registration Number:	4136992	VIZION

Property Type	Number	Word Mark
Registration Number:	4088568	VOLTAGE
Registration Number:	4909893	WESTERN COUNTRY
Registration Number:	2220855	WINDSPORT
Registration Number:	4219125	Z-1
Registration Number:	4947915	Z-1 LITE
Registration Number:	3196194	ZINGER
Serial Number:	86413046	ALANTE
Registration Number:	3292436	AMERICA'S MOST LIVEABLE RVS
Registration Number:	3647198	ANTHEM
Registration Number:	3647189	ASPIRE
Registration Number:	3305786	
Registration Number:	3784269	
Registration Number:	3647196	CORNERSTONE
Serial Number:	86413023	DESIGNER
Registration Number:	3688863	EAGLE
Registration Number:	3650410	EC
Registration Number:	3702574	ENTEGRA COACH
Registration Number:	4190101	GREYHAWK
Registration Number:	3812629	INSIGNIA
Registration Number:	3162486	JAY FEATHER
Registration Number:	3207752	JAY FLIGHT
Registration Number:	0993688	JAYCO
Registration Number:	1026692	JAYCO
Registration Number:	3305785	JAYCO
Registration Number:	3500120	JAYPLUS
Registration Number:	4881229	JRIDE
Registration Number:	3289091	MELBOURNE
Registration Number:	4871972	NORTH POINT
Registration Number:	3295171	OCTANE
Registration Number:	3955702	PINNACLE
Registration Number:	3764563	PRECEPT
Registration Number:	4355342	REDHAWK
Registration Number:	0957615	S
Registration Number:	4147882	SEISMIC
Registration Number:	3018745	SENECA
Registration Number:	3831498	SKYLARK
Registration Number:	4701279	SOLSTICE
Registration Number:	0801235	STARCRAFT

Property Type	Number	Word Mark
Registration Number:	0957616	S STARCRAFT
Registration Number:	4064798	STARFLYER
Registration Number:	4271751	SWIFT
Registration Number:	1778864	TRAVELSTAR
Registration Number:	4147492	WHITE HAWK
Serial Number:	87074128	RADIANCE
Serial Number:	87074173	SHADOW CRUISER
Serial Number:	87074191	FUN FINDER
Serial Number:	86932256	EMBARK
Serial Number:	87080164	AR ONE
Serial Number:	87080171	AR ONE MAXX
Serial Number:	87080173	LAUNCH
Serial Number:	87080176	AUTUMN RIDGE
Serial Number:	87080195	JAY SPORT
Serial Number:	86436961	SIDEWINDER
Registration Number:	1492136	STARSTREAM
Registration Number:	2024057	LONESTAR
Registration Number:	3754445	OPEN RANGE
Registration Number:	3843885	ROLLING THUNDER
Registration Number:	4176281	MESA RIDGE
Registration Number:	4165538	LIGHT
Registration Number:	4984162	HIGHLANDER
Registration Number:	4834991	HIGHLAND RIDGE RV
Registration Number:	4933548	MORE ROOM LESS WEIGHT
Registration Number:	4840310	3X
Serial Number:	86544008	ROAMER
Registration Number:	4826822	LIGHT
Registration Number:	4831232	OPEN RANGE

CORRESPONDENCE DATA

Fax Number: 2149783099

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.

Phone: 2149783000

Email: dallastrademarks@bakermckenzie.com

Correspondent Name: Dyan House

Address Line 1: 1900 N. Pearl St., Suite 1500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 10114324-50497146

NAME OF SUBMITTER:	Dyan M. House
SIGNATURE:	/Dyan M. House/
DATE SIGNED:	02/06/2019
Total Attachments: 41 source=TM - BMO - Release#page1.tif source=TM - BMO - Release#page2.tif source=TM - BMO - Release#page3.tif source=TM - BMO - Release#page4.tif source=TM - BMO - Release#page5.tif source=TM - BMO - Release#page6.tif source=TM - BMO - Release#page7.tif source=TM - BMO - Release#page8.tif source=TM - BMO - Release#page9.tif source=TM - BMO - Release#page10.tif source=TM - BMO - Release#page11.tif source=TM - BMO - Release#page12.tif source=TM - BMO - Release#page13.tif source=TM - BMO - Release#page14.tif source=TM - BMO - Release#page15.tif source=TM - BMO - Release#page16.tif source=TM - BMO - Release#page17.tif source=TM - BMO - Release#page18.tif source=TM - BMO - Release#page19.tif source=TM - BMO - Release#page20.tif source=TM - BMO - Release#page21.tif source=TM - BMO - Release#page22.tif source=TM - BMO - Release#page23.tif source=TM - BMO - Release#page24.tif source=TM - BMO - Release#page25.tif source=TM - BMO - Release#page26.tif source=TM - BMO - Release#page27.tif source=TM - BMO - Release#page28.tif source=TM - BMO - Release#page29.tif source=TM - BMO - Release#page30.tif source=TM - BMO - Release#page31.tif source=TM - BMO - Release#page32.tif source=TM - BMO - Release#page33.tif source=TM - BMO - Release#page34.tif source=TM - BMO - Release#page35.tif source=TM - BMO - Release#page36.tif source=TM - BMO - Release#page37.tif source=TM - BMO - Release#page38.tif source=TM - BMO - Release#page39.tif source=TM - BMO - Release#page40.tif source=TM - BMO - Release#page41.tif	

TERMINATION OF SECURITY INTEREST AND RELEASE OF COLLATERAL

THIS TERMINATION OF SECURITY INTEREST AND RELEASE OF COLLATERAL (“**Release**”) is made effective as of February 1, 2019 (the “**Effective Date**”) by BMO Harris Bank N.A., as administrative agent for certain lenders (the “**Agent**”).

WHEREAS, Highland Ridge RV, Inc. (“**Highland Ridge**”), Airstream, Inc. (“**Airstream**”), Heartland Recreational Vehicles, LLC (“**Heartland**”), Keystone RV Company (“**Keystone**”), K.Z., Inc. (“**K.Z.**”), Jayco, Inc. (“**Jayco**”), KZRV, L.P. (“**KZRV**”), Thor Tech, Inc. (“**Thor Tech**” and together with Highland Ridge, Airstream, Heartland, Keystone, K.Z., Jayco, and KZRV, the “**Grantors**”) previously granted Agent, on behalf of the lenders, a security interest in and continuing lien on all of Grantors' rights, title and interest in, to and under the patents, trademarks, and copyrights listed on Schedule A (attached hereto) (collectively, the “**Intellectual Property Collateral**”), pursuant to the agreements listed on Schedule B hereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Security Agreements**”);

WHEREAS, the Grantors and its affiliates have paid all of their outstanding indebtedness to the Agent secured by, among other assets, the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) releases, discharges and disclaims any and all liens, security interests, pledges and/or assignments created in the Agent's favor with respect to the Intellectual Property Collateral, and (ii) grants, reassigns and conveys, without any covenant or warranty, express or implied, to Grantors any and all rights, title and interest of the Agent in the respective Intellectual Property Collateral owned by each Grantor.

The Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Intellectual Property Collateral.

The Agent hereby authorizes Grantors, Grantors' authorized representatives, and new lenders and agents thereof to (i) file this Release with the United States Patent and Trademark Office, (ii) file this Release with the U.S. Copyright Office, and/or (iii) otherwise file this Release in any additional applicable governmental office or agency.

The Agent shall take all further actions, and provide to Grantors, and each of their 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), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows.]

SCHEDULE A

REDACTED

REDACTED

II. U.S. Federal Trademark Registrations

<u>MARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>SER. NO.</u>	<u>REG. NO.</u>
<u>NEST CARAVANS</u>	Airstream, Inc.	US	Registered	86053492	4569914
<u>BACKPACK</u>	Heartland Recreational Vehicles LLC	US	Registered	77369566	3596147
<u>BAYRIDGE</u>	Thor Tech Inc.	US	Registered	77154769	3740367
<u>BIG COUNTRY</u>	Heartland Recreational Vehicles LLC	US	Registered	78745227	3648866
<u>BIGHORN</u>	Heartland Recreational Vehicles LLC	US	Registered	78474826	3412668
<u>BOSS</u>	Heartland Recreational Vehicles LLC	US	Registered	86691905	5001518
<u>CALIBER</u>	Heartland Recreational Vehicles LLC	US	Registered	77839358	3839210
<u>COUNTRY RIDGE</u>	Heartland Recreational Vehicles LLC	US	Registered	77786626	3890928
<u>CYCLONE</u>	Heartland Recreational Vehicles LLC	US	Registered	78678248	3738206
<u>EDGE</u>	Heartland Recreational Vehicles LLC	US	Pending	86768274	
<u>ELKRIDGE</u>	Heartland Recreational Vehicles LLC	US	Registered	77739916	3773392
<u>FAIRFIELD</u>	Heartland Recreational Vehicles LLC	US	Registered	85696485	4424037
<u>FOCUS</u>	Heartland Recreational Vehicles LLC	US	Registered	77873967	3833044
<u>GATEWAY</u>	Heartland Recreational Vehicles LLC	US	Registered	85697939	4337722
<u>GREYSTONE</u>	Heartland Recreational Vehicles LLC	US	Registered	77860358	4112252
<u>HEARTLAND</u>	Heartland Recreational Vehicles LLC	US	Registered	77592299	3615983
<u>HEARTLAND</u>	Heartland Recreational Vehicles LLC	US	Registered	77592306	3638425
<u>HEARTLAND</u>	Heartland Recreational Vehicles LLC	US	Registered	86359354	4682235

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
<u>HEARTLAND RECREATIONAL VEHICLES</u>	Heartland Recreational Vehicles LLC	US	Registered	78324509	3046838
<u>LAKESIDE</u>	Heartland Recreational Vehicles LLC	US	Registered	77869917	3833043
<u>LAKEVIEW</u>	Heartland Recreational Vehicles LLC	US	Pending	86767663	
<u>LANDMARK</u>	Heartland Recreational Vehicles LLC	US	Registered	78333487	2979609
<u>LYNX</u>	Heartland Recreational Vehicles LLC	US	Registered	85414556	4211454
<u>MALLARD</u>	Heartland Recreational Vehicles LLC	US	Registered	72307216	880791
<u>MALLARD & Design</u>	Heartland Recreational Vehicles LLC	US	Registered	85010709	4576108
<u>MALLARD (Misc. Design)</u>	Heartland Recreational Vehicles LLC	US	Registered	72307655	869973
<u>MPG</u>	Heartland Recreational Vehicles LLC	US	Registered	86645027	4868490
<u>NITROUS</u>	Heartland Recreational Vehicles LLC	US	Registered	78726777	3231498
<u>NORTH TRAIL</u>	Heartland Recreational Vehicles LLC	US	Registered	86768313	4898791
<u>OAKMONT</u>	Heartland Recreational Vehicles LLC	US	Registered	86321866	4800889
<u>ORBIT</u>	Heartland Recreational Vehicles LLC	US	Registered	78503955	3234470
<u>PIONEER</u>	Heartland Recreational Vehicles LLC	US	Registered	78278260	3048544
<u>PIONEER (Stylized)</u>	Heartland Recreational Vehicles LLC	US	Registered	85010682	4246398
<u>PROWLER</u>	Heartland Recreational Vehicles LLC	US	Registered	77508823	3575586
<u>QUANTUM</u>	Thor Tech Inc.	US	Registered	77146687	3795368
<u>RESORT</u>	Heartland Recreational Vehicles LLC	US	Registered	86766148	4964010
<u>ROAD WARRIOR</u>	Heartland Recreational Vehicles LLC	US	Registered	78677103	3589025
<u>STRYKER</u>	Heartland Recreational Vehicles LLC	US	Registered	86203878	4890036
<u>SUNDANCE</u>	Heartland Recreational Vehicles LLC	US	Registered	78520946	3240447

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0658

<u>MARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>SER. NO.</u>	<u>REG. NO.</u>
<u>TERRY</u>	Heartland Recreational Vehicles LLC	US	Registered	73111628	1082441
<u>TERRY (Design)</u>	Heartland Recreational Vehicles LLC	US	Registered	72218097	808384
<u>TORQUE</u>	Heartland Recreational Vehicles LLC	US	Registered	85470612	4165913
<u>TRAIL RUNNER</u>	Heartland Recreational Vehicles LLC	US	Registered	78745229	3357464
<u>WIDE TRAX SUSPENSION (Stylized)</u>	Heartland Recreational Vehicles LLC	US	Registered	77352108	3599656
<u>WILDERNESS</u>	Heartland Recreational Vehicles LLC	US	Registered	78275740	2853971
<u>CAMPFIRE</u>	Keystone RV Company	US	Registered	86737930	4922955
<u>COUGAR</u>	Keystone RV Company	US	Registered	75598464	2995433
<u>HIDEOUT</u>	Keystone RV Company	US	Pending	86737914	
<u>KEYSTONE</u>	Keystone RV Company	US	Registered	75432361	2247512
<u>LAREDO</u>	Thor Tech Inc.	US	Registered	86737888	4927623
<u>MONTANA</u>	Keystone RV Company	US	Registered	75432302	2255223
<u>SPRINGDALE</u>	Keystone RV Company	US	Registered	75432606	2245848
<u>SPRINTER</u>	Keystone RV Company	US	Registered	75437637	2249313
<u>GOLDRUSH</u>	KZRV, L.P.	US	Registered	85961454	4466448
<u>INFERNO</u>	KZRV, L.P.	US	Registered	85665264	4288984
<u>KZ</u>	K. Z.,Inc.	US	Registered	85702011	4647347
<u>K-Z</u>	K. Z.,Inc.	US	Registered	85704317	4647348
<u>LEAF</u>	KZRV, L.P.	US	Registered	86199875	4609463
<u>MONTEGO BAY</u>	KZRV, L.P.	US	Registered	78841224	3279652
<u>MXT</u>	KZRV, L.P.	US	Registered	85678082	4289121
<u>NEW VISION</u>	K. Z.,Inc.	US	Registered	75009527	2216807
<u>ROCK CLIMBER</u>	KZRV, L.P.	US	Registered	85675316	4289112
<u>SONIC</u>	KZRV, L.P.	US	Registered	86045055	4466639
<u>SPORTSMEN</u>	K. Z.,Inc.	US	Registered	78474213	3004384
<u>SPORTSMEN CLASSIC</u>	K. Z.,Inc.	US	Registered	85669240	4570606

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0659

<u>MARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>SER. NO.</u>	<u>REG. NO.</u>
<u>SPORTTREK</u>	K.Z., Inc.	US	Registered	86683624	5001479
<u>SPREE</u>	KZRV, L.P.	US	Registered	78805219	3183731
<u>SPREE CONNECT</u>	KZRV, L.P.	US	Registered	85947367	4474390
<u>STONE RIDGE</u>	KZRV, L.P.	US	Registered	85665526	4288995
<u>VENOM</u>	Thor Tech Inc.	US	Registered	86436993	4856745
<u>VISION</u>	KZRV, L.P.	US	Registered	86219797	4737639
<u>SPREE ESCAPE</u>	KZRV, L.P.	US	Registered	86659674	4944629
<u>ALUMASCAPE</u>	Thor Tech Inc.	US	Registered	75206743	2117956
<u>CROSSOVER</u>	Thor Tech Inc.	US	Registered	77008515	3775060
<u>ONYX</u>	Thor Tech Inc.	US	Registered	85001923	3959486
<u>R-VISION</u>	Thor Tech Inc.	US	Registered	78176075	2885122
<u>SILVER CREEK</u>	Thor Tech Inc.	US	Registered	85085077	4129301
<u>TRAIL CRUISER</u>	Thor Tech Inc.	US	Registered	75312458	2417830
<u>TRAIL SPORT</u>	Thor Tech Inc.	US	Registered	78610820	3319901
<u>TRAIL-LITE</u>	Thor Tech Inc.	US	Registered	75003065	2078025
<u>HORNET</u>	Keystone RV Company	US	Registered	75220941	2149016
<u>A.C.E.</u>	Thor Tech Inc.	US	Registered	85127786	3987246
<u>AERO</u>	Thor Tech Inc.	US	Registered	74592468	2093400
<u>AEROLITE</u>	Thor Tech Inc.	US	Registered	74589137	2093399
<u>AIR-GLYDE</u>	Thor Tech Inc.	US	Registered	85161749	4129397
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Pending	86913377	
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	71673796	607224
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	73306342	1189944
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	73773470	1597528
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	76042336	2579859
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	76056077	2598896
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	76309740	3275593
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	77458578	3838383
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	77486663	4118841
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	77527497	3790813
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	78570277	3144417
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	86975143	4573793
<u>AIRSTREAM</u>	Thor Tech Inc.	US	Registered	86015370	4704610
<u>AIRSTREAM A TRAILER LOGO</u>	Thor Tech Inc.	US	Registered	86824517	4997412
<u>AIRSTREAM MISCELLANEOUS DESIGN (Trailer Design)</u>	Thor Tech Inc.	US	Registered	78737727	3534143
<u>AIRSTREAM PHOTO BOOTH</u>	Thor Tech Inc.	US	Registered	85738182	4342082

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0660

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
<u>AIRSTREAMER</u>	Thor Tech Inc.	US	Registered	76561261	2998753
<u>ALPINE</u>	Thor Tech Inc.	US	Registered	77848884	3881305
<u>ALUMA-LITE</u>	Thor Tech Inc.	US	Registered	73633701	1452051
<u>ASPEN TRAIL</u>	Thor Tech Inc.	US	Registered	85121158	4154772
<u>ASTORIA</u>	Thor Tech Inc.	US	Registered	78492089	3080773
<u>AUTOBAHN</u>	Thor Tech Inc.	US	Registered	85781612	4495895
<u>AVALANCHE</u>	Thor Tech Inc.	US	Registered	77731974	3871181
<u>AVENUE</u>	Thor Tech Inc.	US	Registered	77943421	3901980
<u>AXIS</u>	Thor Tech Inc.	US	Registered	85872257	4492466
<u>BAMBI</u>	Thor Tech Inc.	US	Registered	75525096	2283135
<u>BASECAMP</u>	Thor Tech Inc.	US	Registered	78804490	3499123
<u>BISON</u>	Thor Tech Inc.	US	Pending	87054768	
<u>BISON</u>	Thor Tech Inc.	US	Registered	78330040	2910980
<u>BISON COACH LOGO (Design)</u>	Thor Tech Inc.	US	Pending	87054990	
<u>BLACKWOOD</u>	Thor Tech Inc.	US	Registered	85443215	4188134
<u>BOUNDARY WATERS</u>	Thor Tech Inc.	US	Registered	85489454	4193754
<u>BRECKENRIDGE</u>	Thor Tech Inc.	US	Registered	74222203	1798698
<u>BRECKENRIDGE (Design)</u>	Thor Tech Inc.	US	Registered	75559261	2470117
<u>BRECKENRIDGE PERFECT COTTAGE</u>	Thor Tech Inc.	US	Registered	78709993	3761875
<u>BULLET</u>	Thor Tech Inc.	US	Registered	77577033	3719713
<u>CABO</u>	Thor Tech Inc.	US	Registered	85108239	4064334
<u>CAMEO</u>	Thor Tech Inc.	US	Registered	75450524	2498617
<u>CARRIAGE</u>	Thor Tech Inc.	US	Registered	85254618	4034816
<u>CARRI-LITE</u>	Thor Tech Inc.	US	Registered	85254575	4034811
<u>CHALLENGER</u>	Thor Tech Inc.	US	Registered	75221160	2125607
<u>CHATEAU</u>	Thor Tech Inc.	US	Registered	76538169	2868967
<u>CHROME</u>	Thor Tech Inc.	US	Registered	85896807	4503163
<u>CITATION</u>	Thor Tech Inc.	US	Registered	73779429	1633947
<u>CITATION</u>	Thor Tech Inc.	US	Registered	76551822	2914327
<u>CLIMA-COMFORT</u>	Thor Tech Inc.	US	Registered	85155380	4226268
<u>COACH LINK</u>	Thor Tech Inc.	US	Pending	86928069	
<u>COMPASS</u>	Thor Tech Inc.	US	Registered	86624904	4864686
<u>CONCIERGE CONNECTION</u>	Thor Tech Inc.	US	Registered	85294021	4626942
<u>CROSSFIRE</u>	Thor Tech Inc.	US	Registered	86666643	4953048
<u>CROSSROADS</u>	Thor Tech Inc.	US	Registered	75438604	2245887
<u>CRUISER AIRE</u>	Thor Tech Inc.	US	Registered	85463578	4150252

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0661

<u>MARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>SER. NO.</u>	<u>REG. NO.</u>
<u>CUB</u>	Thor Tech Inc.	US	Registered	75522604	2484151
<u>CYPRESS</u>	Thor Tech Inc.	US	Registered	86976284	4745278
<u>DAMON</u>	Thor Tech Inc.	US	Registered	75582351	2318573
<u>DAYBREAK</u>	Thor Tech Inc.	US	Registered	74734302	1998301
<u>DENALI</u>	Thor Tech Inc.	US	Registered	78395592	2968796
<u>DURANGO</u>	Thor Tech Inc.	US	Registered	86568438	4844927
<u>DUTCHMEN</u>	Thor Tech Inc.	US	Registered	73742589	1532939
<u>DUTCHMEN</u>	Thor Tech Inc.	US	Registered	76538170	2868968
<u>ELEVATION</u>	Thor Tech Inc.	US	Registered	85455963	4142776
<u>EXPRESS BY PASSPORT</u>	Thor Tech Inc.	US	Registered	77546223	3752984
<u>FALCON</u>	Thor Tech Inc.	US	Registered	85136545	4230481
<u>FALCON INTEGRATED TECHNOLOGY</u>	Thor Tech Inc.	US	Registered	85136544	4234512
<u>FINER RECREATIONAL LIVING</u>	Thor Tech Inc.	US	Registered	75598426	2367813
<u>FIRESIDE</u>	Thor Tech Inc.	US	Registered	77830913	3895040
<u>FIT</u>	Thor Tech Inc.	US	Registered	85136547	4226249
<u>FLYING CLOUD</u>	Thor Tech Inc.	US	Registered	77439058	3611294
<u>FOUR WINDS</u>	Thor Tech Inc.	US	Registered	74097792	1654278
<u>FREEDOM ELITE</u>	Thor Tech Inc.	US	Registered	77719991	3868233
<u>FUZION</u>	Thor Tech Inc.	US	Registered	78840165	3255470
<u>GEMINI</u>	Thor Tech Inc.	US	Registered	86624929	4864687
<u>GRAND JUNCTION</u>	Thor Tech Inc.	US	Registered	78392709	3008653
<u>GRAND RESERVE</u>	Thor Tech Inc.	US	Registered	86625074	4878790
<u>HAIRSTREAM</u>	Thor Tech Inc.	US	Registered	86411018	4754918
<u>HAMPTON</u>	Thor Tech Inc.	US	Registered	77112737	3382627
<u>HD-MAX</u>	Thor Tech Inc.	US	Registered	85738101	4548399
<u>HELIUM</u>	Thor Tech Inc.	US	Registered	77848758	4006759
<u>HIGH COUNTRY</u>	Thor Tech Inc.	US	Registered	77894936	3888912
<u>HILL COUNTRY</u>	Thor Tech Inc.	US	Registered	85456306	4188155
<u>HURRICANE</u>	Thor Tech Inc.	US	Registered	74594338	1971945
<u>ICE SEEKER</u>	Thor Tech Inc.	US	Registered	86368147	4770339
<u>IGNITE</u>	Thor Tech Inc.	US	Registered	86462713	4833561
<u>IMPACT</u>	Thor Tech Inc.	US	Registered	85896821	4492521
<u>INFINITY</u>	Thor Tech Inc.	US	Registered	85137268	4081033
<u>INTERSTATE</u>	Thor Tech Inc.	US	Registered	78311774	2953654
<u>INTRUDER</u>	Thor Tech Inc.	US	Registered	75221159	2125606
<u>KEYSTONE K LOGO DESIGN</u>	Thor Tech Inc.	US	Registered	86772027	4932531

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
<u>KODIAK</u>	Thor Tech Inc.	US	Registered	75834403	2450186
<u>KOMFORT</u>	Thor Tech Inc.	US	Registered	73217792	1159881
<u>LAKWOOD</u>	Thor Tech Inc.	US	Registered	85171915	4129415
<u>LAND YACHT</u>	Thor Tech Inc.	US	Registered	73432370	1298717
<u>LAND YACHT</u>	Thor Tech Inc.	US	Registered	85729685	4498944
<u>LIVE RIVETED</u>	Thor Tech Inc.	US	Registered	85834255	4946513
<u>LIVE RIVETED</u>	Thor Tech Inc.	US	Registered	85982550	4646042
<u>LIVIN' LITE</u>	Thor Tech Inc.	US	Registered	86057226	4491269
<u>LONGHORN</u>	Thor Tech Inc.	US	Registered	85456305	4184404
<u>MADE TO FIT</u>	Thor Tech Inc.	US	Registered	86408495	4856665
<u>MAJESTIC</u>	Thor Tech Inc.	US	Registered	74331060	1776431
<u>MAPLE COUNTRY</u>	Thor Tech Inc.	US	Registered	85573651	4263656
<u>MIRAMAR</u>	Thor Tech Inc.	US	Registered	85795069	4397849
<u>MONTECITO</u>	Thor Tech Inc.	US	Registered	77811451	3767343
<u>NGV</u>	Thor Tech Inc.	US	Registered	85426086	4347426
<u>NGV NEW GENERATION VEHICLE</u>	Thor Tech Inc.	US	Registered	85426087	4347427
<u>OUTBACK</u>	Thor Tech Inc.	US	Registered	77098847	3443593
<u>OUTLAW</u>	Thor Tech Inc.	US	Registered	78890338	3306995
<u>PACIFIC RIDGE</u>	Thor Tech Inc.	US	Registered	85071788	4013664
<u>PALAZZO</u>	Thor Tech Inc.	US	Registered	85420317	4155804
<u>PASSPORT</u>	Thor Tech Inc.	US	Registered	78944545	3405561
<u>PERFECT COTTAGE</u>	Thor Tech Inc.	US	Registered	77154847	3962037
<u>PRESTIGE</u>	Thor Tech Inc.	US	Registered	77811613	3917748
<u>QUANTUM</u>	Thor Tech Inc.	US	Registered	86644497	4887015
<u>QUICKSILVER</u>	Thor Tech Inc.	US	Registered	86810164	4988294
<u>QUICKSILVER</u>	Thor Tech Inc.	US	Registered	86810545	4988319
<u>QUICKSILVER</u>	Thor Tech Inc.	US	Registered	76696816	3743548
<u>RACEDAY TRAILERS</u>	Thor Tech Inc.	US	Registered	86057019	4545268
<u>RANGER</u>	Thor Tech Inc.	US	Pending	87054895	
<u>RAPID CAMP</u>	Thor Tech Inc.	US	Registered	86367215	4805318
<u>RAPID RESPONSE</u>	Thor Tech Inc.	US	Registered	77394508	3526896
<u>RAPTOR</u>	Thor Tech Inc.	US	Registered	77098845	3429379
<u>REDWOOD</u>	Thor Tech Inc.	US	Registered	85073919	3942282
<u>RESIDENCE</u>	Thor Tech Inc.	US	Registered	77592990	3693953
<u>RESORT VEHICLES</u>	Thor Tech Inc.	US	Registered	77826835	3809733
<u>RETREAT</u>	Thor Tech Inc.	US	Registered	77609206	3714250
<u>REZERVE</u>	Thor Tech Inc.	US	Registered	86076451	4646400
<u>ROLL WITH THE BEST</u>	Thor Tech Inc.	US	Registered	86220192	4928037

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0663

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
<u>ROYALS INTERNATIONAL</u>	Thor Tech Inc.	US	Registered	85254507	4196710
<u>RUBICON</u>	Thor Tech Inc.	US	Registered	85111096	4071500
<u>RUSHMORE</u>	Thor Tech Inc.	US	Registered	85161738	4350544
<u>SAFARI (Stylized)</u>	Thor Tech Inc.	US	Registered	71695516	626827
<u>SECURE STANCE</u>	Thor Tech Inc.	US	Registered	77754109	3938486
<u>SEE MORE DO MORE LIVE MORE</u>	Thor Tech Inc.	US	Registered	76201490	2832426
<u>SEQUOIA</u>	Thor Tech Inc.	US	Registered	86140492	4697036
<u>SIESTA</u>	Thor Tech Inc.	US	Registered	76551823	2949315
<u>SILVERADO</u>	Thor Tech Inc.	US	Pending	87054815	
<u>SILVERADO</u>	Thor Tech Inc.	US	Registered	77863722	4080540
<u>SKYVIEW</u>	Thor Tech Inc.	US	Registered	77258640	3747236
<u>STRATUS</u>	Thor Tech Inc.	US	Registered	75742560	2594862
<u>SUMMERLAND</u>	Thor Tech Inc.	US	Registered	78944546	3298032
<u>SUNSET TRAIL</u>	Thor Tech Inc.	US	Registered	78785314	3236446
<u>SYNERGY</u>	Thor Tech Inc.	US	Registered	86644522	4864690
<u>TERRAIN</u>	Thor Tech Inc.	US	Registered	85667188	4837075
<u>THE ULTIMATE TAILGATING EXPERIENCE</u>	Thor Tech Inc.	US	Registered	86056983	4744394
<u>THOR</u>	Thor Tech Inc.	US	Registered	74222279	1780830
<u>THOR MOTOR COACH</u>	Thor Tech Inc.	US	Pending	86913136	
<u>TRAIL EXPRESS</u>	Thor Tech Inc.	US	Registered	77022021	3273840
<u>TRAIL HAND</u>	Thor Tech Inc.	US	Pending	87054847	
<u>TRAILBLAZER</u>	Thor Tech Inc.	US	Registered	76133982	2629101
<u>TRITON</u>	Thor Tech Inc.	US	Pending	86977853	
<u>TUSCANY</u>	Thor Tech Inc.	US	Registered	78542480	3050240
<u>VANTAGE</u>	Thor Tech Inc.	US	Registered	85421888	4340746
<u>VAPOR LITE</u>	Thor Tech Inc.	US	Registered	86110998	4856141
<u>VEGAS</u>	Thor Tech Inc.	US	Registered	86051506	4527163
<u>VELOCITY</u>	Thor Tech Inc.	US	Registered	77577032	3743128
<u>VENETIAN</u>	Thor Tech Inc.	US	Registered	86495084	4919325
<u>VENTURA</u>	Thor Tech Inc.	US	Registered	77530080	3790819
<u>VENTURE RV</u>	Thor Tech Inc.	US	Pending	86661014	
<u>VIZION</u>	Thor Tech Inc.	US	Registered	85356007	4136992
<u>VOLTAGE</u>	Thor Tech Inc.	US	Registered	85024988	4088568
<u>WESTERN COUNTRY</u>	Thor Tech Inc.	US	Registered	86498854	4909893
<u>WINDSPORT</u>	Thor Tech Inc.	US	Registered	75241202	2220855
<u>Z-1</u>	Thor Tech Inc.	US	Registered	85382850	4219125

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0664

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
Z-1 LITE	Thor Tech Inc.	US	Registered	86648815	4947915
ZINGER	Thor Tech Inc.	US	Registered	78722701	3196194
ALANTE	Jayco, Inc.	US	Pending	86413046	
AMERICA'S MOST LIVEABLE RVS	Jayco, Inc.	US	Registered		3292436
ANTHEM	Jayco, Inc.	US	Registered		3647198
ASPIRE	Jayco, Inc.	US	Registered		3647189
Bird Design	Jayco, Inc.	US	Registered		3305786
Bird Design	Jayco, Inc.	US	Registered		3784269
CORNERSTONE	Jayco, Inc.	US	Registered		3647196
DESIGNER	Jayco, Inc.	US	Pending	86413023	
EAGLE	Jayco, Inc.	US	Registered		3688863
EC Design	Jayco, Inc.	US	Registered		3650410
ENTEGRA COACH	Jayco, Inc.	US	Registered		3702574
GREYHAWK	Jayco, Inc.	US	Registered		4190101
INSIGNIA	Jayco, Inc.	US	Registered	77635584	3812629
JAY FEATHER	Jayco, Inc.	US	Registered		3162486
JAY FLIGHT	Jayco, Inc.	US	Registered		3207752
JAYCO	Jayco, Inc.	US	Registered		993688
JAYCO	Jayco, Inc.	US	Registered		1026692
JAYCO w/Design	Jayco, Inc.	US	Registered		3305785
JAYPLUS	Jayco, Inc.	US	Registered		3500120
JRIDE	Jayco, Inc.	US	Registered	86648811	4881229
MELBOURNE	Jayco, Inc.	US	Registered		3289091
NORTH POINT	Jayco, Inc.	US	Registered	86542384	4871972
OCTANE	Jayco, Inc.	US	Registered		3295171
PINNACLE	Jayco, Inc.	US	Registered		3955702
PRECEPT	Jayco, Inc.	US	Registered		3764563
REDHAWK	Jayco, Inc.	US	Registered		4355342
DESIGN (S)	Jayco, Inc.	US	Registered		957615
SEISMIC	Jayco, Inc.	US	Registered		4147882
SENECA	Jayco, Inc.	US	Registered		3018745
SKYLARK	Jayco, Inc.	US	Registered		3831498
SOLSTICE	Jayco, Inc.	US	Registered		4701279
STARCRAFT	Jayco, Inc.	US	Registered		801235
STARCRAFT w/Design	Jayco, Inc.	US	Registered		957616
STARFLYER	Jayco, Inc.	US	Registered		4064798
SWIFT	Jayco, Inc.	US	Registered		4271751
TRAVELSTAR	Jayco, Inc.	US	Registered		1778864
WHITE HAWK	Jayco, Inc.	US	Registered		4147492

Schedule A to Trademark Security Agreement

79859125

TRADEMARK
REEL: 006552 FRAME: 0665

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
RADIANCE	Heartland Recreational Vehicles, LLC	US	Pending	87074128	
SHADOW CRUISER	Heartland Recreational Vehicles, LLC	US	Pending	87074173	
FUN FINDER	Heartland Recreational Vehicles, LLC	US	Pending	87074191	
EMBARK	Jayco, Inc.	US	Pending	86932256	
AR-ONE	Jayco, Inc.	US	Pending	87080164	
AR-ONE MAXX	Jayco, Inc.	US	Pending	87080171	
LAUNCH	Jayco, Inc.	US	Pending	87080173	
AUTUMN RIDGE	Jayco, Inc.	US	Pending	87080176	
JAY SPORT	Jayco, Inc.	US	Pending	87080195	
BAYRIDGE	Thor Tech Inc.	US	Registered	77154769	3740367
CAMPFIRE	Thor Tech Inc.	US	Registered	86737930	4922955
HIDEOUT	Thor Tech Inc.	US	Pending	86737914	
K	Thor Tech Inc.	US	Registered	86772027	4932531
LAREDO	Thor Tech Inc.	US	Registered	85171915	4129415
SIDEWINDER	Thor Tech Inc.	US	Pending	86436961	
STARSTREAM	Jayco, Inc.	US	Registered	73692615	1492136
LONESTAR	Jayco, Inc.	US	Registered	75056497	2024057
OPEN RANGE	Highland Ridge RV, Inc.	US	Registered	77786565	3754445
ROLLING THUNDER	Highland Ridge RV, Inc.	US	Registered	77792942	3843885
MESA RIDGE	Highland Ridge RV, Inc.	US	Registered	85129788	4176281
LIGHT	Highland Ridge RV, Inc.	US	Registered	85274929	4165538
HIGHLANDER	Highland Ridge RV, Inc.	US	Registered	86430095	4984162
HIGHLAND RIDGE RV	Highland Ridge RV, Inc.	US	Registered	86435499	4834991
MORE ROOM LESS WEIGHT	Highland Ridge RV, Inc.	US	Registered	86472739	4933548
3X	Highland Ridge RV, Inc.	US	Registered	86543998	4840310
ROAMER	Highland Ridge RV, Inc.	US	Pending	86544008	
LIGHT	Highland Ridge RV, Inc.	US	Registered	86552610	4826822
OPEN RANGE	Highland Ridge RV, Inc.	US	Registered	86552610	4831232

III. Copyrights

REDACTED

Schedule B

Security Agreements

Recording Info

Patent Security Agreement,
dated August 9, 2016,
between the Heartland, Jayco, Highland Ridge,
Thor Tech and the Agent.

Reel: 039462
Frame: 0986
Recorded on: August 17, 2016

Trademark Security Agreement,
dated June 30, 2016,
between Airstream, Heartland, Keystone, K.Z.,
Jayco, KZRV, Thor Tech and the Agent.

Reel: 5858
Frame: 0445
Recorded on: August 17, 2016

Trademark Security Agreement,
dated August 9, 2016,
between Highland Ridge
and the Agent.

Reel: 5857
Frame: 0091
Recorded on: August 17, 2016

Copyright Security Agreement,
dated June 30, 2016,
between Airstream, Thor Tech
and the Agent.

Volume: 9938
Document: 679
Recorded on: August 26, 2016

Copyright Security Agreement,
dated August 8, 2016,
between Jayco
and the Agent.

Volume: 9938
Document No: 680
Recorded on: August 26, 2016

[Attach relevant USPTO Notice of Recordation of Assignment Documents and Recordation of Copyright Security Agreement documents]



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 17, 2016

PTAS

SHANNON COTUGNO
1750 TYSONS BLVD
SUITE 1800
TYSONS, VA 22102

504050315

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/12/2016

REEL/FRAME: 040013/0685
NUMBER OF PAGES: 10

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT THE NAME OF THE SECOND CONVEYING PARTY PREVIOUSLY RECORDED AT REEL: 039462 FRAME: 0986. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT.

DOCKET NUMBER: 2062480-0033

ASSIGNOR:

HEARTLAND RECREATIONAL VEHICLES, LLC DOC DATE: 08/09/2016

ASSIGNOR:

JAYCO, INC. DOC DATE: 08/09/2016

ASSIGNOR:

HIGHLAND RIDGE RV, INC. DOC DATE: 08/09/2016

ASSIGNOR:

THOR TECH, INC. DOC DATE: 08/09/2016

ASSIGNEE:

BMO HARRIS BANK N.A.
111 W. MONROE 20TH EAST
CHICAGO, ILLINOIS 60603

APPLICATION NUMBER: 08692058 FILING DATE: 08/02/1996
PATENT NUMBER: 5769485 ISSUE DATE: 06/23/1998
TITLE: TOP LIFT SYSTEM FOR POP-UP CAMPERS

APPLICATION NUMBER: 08718966 FILING DATE: 09/26/1996
PATENT NUMBER: 6017080 ISSUE DATE: 01/25/2000
TITLE: TENT CAMPER WITH SLIDE-OUT ROOM

APPLICATION NUMBER: 08753402 FILING DATE: 11/25/1996
PATENT NUMBER: 5755365 ISSUE DATE: 05/26/1998
TITLE: SPARE TIRE CARRIER FOR TOWABLE TRAILERS

APPLICATION NUMBER: 08847164 FILING DATE: 04/30/1997
PATENT NUMBER: 5921616 ISSUE DATE: 07/13/1999
TITLE: ADJUSTABLE DOOR UNIT FOR POP-UP CAMPERS

APPLICATION NUMBER: 08865459 FILING DATE: 05/29/1997
PATENT NUMBER: 5944388 ISSUE DATE: 08/31/1999
TITLE: REMOVABLE VEHICLE SEAT

APPLICATION NUMBER: 08874429 FILING DATE: 06/13/1997
PATENT NUMBER: 5913564 ISSUE DATE: 06/22/1999
TITLE: SIDE PANEL FOR POP-UP CAMPERS

APPLICATION NUMBER: 09014645 FILING DATE: 01/28/1998
PATENT NUMBER: 6149225 ISSUE DATE: 11/21/2000
TITLE: SELF ADJUSTING ROOF MOUNTING FOR A POP-UP CAMPER

APPLICATION NUMBER: 09173200 FILING DATE: 10/15/1998
PATENT NUMBER: 6149218 ISSUE DATE: 11/21/2000
TITLE: RAISED ROOF FOR VEHICLES

APPLICATION NUMBER: 09173425 FILING DATE: 10/15/1998
PATENT NUMBER: 6022066 ISSUE DATE: 02/08/2000
TITLE: DOOR EXTENSION FOR VEHICLE DOORS

APPLICATION NUMBER: 09268924 FILING DATE: 03/16/1999
PATENT NUMBER: 6135532 ISSUE DATE: 10/24/2000
TITLE: RECREATIONAL VEHICLE AND SPECIALIZED TAIL GATE AND LOADING RAMP

APPLICATION NUMBER: 09318309 FILING DATE: 05/25/1999
PATENT NUMBER: 6098995 ISSUE DATE: 08/08/2000
TITLE: VEHICLE SUSPENSION FOR PROVIDING KNEELING FUNCTION TO A VEHICLE
HAVING A LOWERED FLOOR

APPLICATION NUMBER: 09514682 FILING DATE: 02/28/2000
PATENT NUMBER: 6224126 ISSUE DATE: 05/01/2001
TITLE: SLIDE-OUT AND LOCKING MECHANISM

APPLICATION NUMBER: 09722408 FILING DATE: 11/28/2000
PATENT NUMBER: 6394533 ISSUE DATE: 05/28/2002
TITLE: FIFTH WHEEL VEHICLE TRAILER

APPLICATION NUMBER: 10934429 FILING DATE: 09/07/2004
PATENT NUMBER: 6971707 ISSUE DATE: 12/06/2005
TITLE: EXTENDABLE TRAILER PATIO ROOM

APPLICATION NUMBER: 11091070 FILING DATE: 03/28/2005
PATENT NUMBER: 7278650 ISSUE DATE: 10/09/2007
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 11240813 FILING DATE: 09/30/2005
PATENT NUMBER: 7500690 ISSUE DATE: 03/10/2009
TITLE: RECREATIONAL VEHICLE

APPLICATION NUMBER: 11834214 FILING DATE: 08/06/2007
PATENT NUMBER: 7575251 ISSUE DATE: 08/18/2009
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 12277781 FILING DATE: 11/25/2008
PATENT NUMBER: 7938427 ISSUE DATE: 05/10/2011
TITLE: RECREATIONAL VEHICLE CHASSIS

APPLICATION NUMBER: 12315894 FILING DATE: 12/08/2008
PATENT NUMBER: 7878545 ISSUE DATE: 02/01/2011
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 12358731 FILING DATE: 01/23/2009
PATENT NUMBER: 7775543 ISSUE DATE: 08/17/2010
TITLE: RECREATIONAL VEHICLE

APPLICATION NUMBER: 12952535 FILING DATE: 11/23/2010
PATENT NUMBER: 8360506 ISSUE DATE: 01/29/2013
TITLE: TRAVEL TRAILER

APPLICATION NUMBER: 12967836 FILING DATE: 12/14/2010
PATENT NUMBER: 8162352 ISSUE DATE: 04/24/2012
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 13088960 FILING DATE: 04/18/2011
PATENT NUMBER: 8419037 ISSUE DATE: 04/16/2013
TITLE: FIFTH WHEEL TRAVEL TRAILER

APPLICATION NUMBER: 13427322 FILING DATE: 03/22/2012
PATENT NUMBER: 8505974 ISSUE DATE: 08/13/2013
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 13507528 FILING DATE: 07/05/2012
PATENT NUMBER: ISSUE DATE:
TITLE: MOVABLE WALL STRUCTURE FOR A TRAVEL TRAILER

APPLICATION NUMBER: 13964522 FILING DATE: 08/12/2013
PATENT NUMBER: 8851521 ISSUE DATE: 10/07/2014
TITLE: TRAVEL TRAILER HAVING IMPROVED TURNING RADIUS

APPLICATION NUMBER: 14756556 FILING DATE: 09/16/2015
PATENT NUMBER: ISSUE DATE:
TITLE: UPPER DECK FLAT FLOORS FOR FIFTH WHEEL RVS

APPLICATION NUMBER: 29077067 FILING DATE: 09/25/1997
PATENT NUMBER: D428382 ISSUE DATE: 07/18/2000
TITLE: ROOF FOR A POP-UP CAMPER

APPLICATION NUMBER: 29077068 FILING DATE: 09/25/1997
PATENT NUMBER: D410621 ISSUE DATE: 06/08/1999
TITLE: FRONT STORAGE UNIT FOR A POP-UP CAMPER

APPLICATION NUMBER: 29194766
PATENT NUMBER: D510545
TITLE: TRAVEL TRAILER

FILING DATE: 12/01/2003
ISSUE DATE: 10/11/2005

APPLICATION NUMBER: 29379685
PATENT NUMBER: D663241
TITLE: CAP FOR TRAVEL TRAILER

FILING DATE: 11/23/2010
ISSUE DATE: 07/10/2012

APPLICATION NUMBER: 29505331
PATENT NUMBER:
TITLE: CORNER TRIM FOR RV SLIDE-OUT ROOMS

FILING DATE: 09/16/2015
ISSUE DATE:

APPLICATION NUMBER: 29505332
PATENT NUMBER:
TITLE: UPPER DECK FLAT FLOORS FOR FIFTH WHEEL RVS

FILING DATE: 09/16/2015
ISSUE DATE:

APPLICATION NUMBER: 29547401
PATENT NUMBER:
TITLE: TRAVEL TRAILER

FILING DATE: 12/03/2015
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

McGuire Woods, LLP
Attention: Shannon Cotugno
1750 Tysons Blvd
Suite 1800
Tysons, VA 22102

202480-0033

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Karen Lynch Clayton

Acting United States Register of Copyrights and Director

August 26, 2016

Date Of Recordation

9938

679

Volume

Doc. No.

Execution Version**GRANT OF A SECURITY INTEREST – COPYRIGHTS**

This Copyright Security Agreement (this "Copyright Security Agreement") is made as of June 30, 2016, by AIRSTREAM, INC., a Nevada corporation, and THOR TECH, INC., a Nevada corporation (together with Airstream, Inc., each a "Grantor", and collectively the "Grantors"), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors hold all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, each Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Copyright Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

AIRSTREAM, INC., a Nevada corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

THOR TECH, INC., a Nevada corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____, 20__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[NOTARY SEAL]

SCHEDULE A TO GRANT OF A SECURITY INTEREST**COPYRIGHTS**

TITLE	COUNTRY	REG. NO.	REG. DATE	OWNER
e-Bus (Computer File)	US	TXu000979103	Oct 25, 2000	Thor Tech Inc
See More, Do More, Live More The Airstream Travel Journal	US	VA0001310968	Aug 23, 2002	Airstream, Inc
Airstream 2002 Wall Calendar	US	VA0001326779	Sep 24, 2002	Airstream, Inc
Wanderlust. Airstream at 75	US	TX0006244873	Oct 7, 2005	Airstream, Inc

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).



Form DCS (Document Cover Sheet)
For Recordation of Documents under 17 U.S.C. §205
UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for recordation. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your recordation pursuant to 17 U.S.C. §§ 205 and 705. The information will appear in the Office's online Public Catalog. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Volume 9938 Document 679

Volume _____ Document _____

Date of recordation AUG 26 2016 Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

1 First party name given in the document AIRSTREAM, INC.
(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document e-Bus (Computer File) TXu000979103

3 Total number of titles in the document 4

4 Return receipt requested If checked, please enclose a self-addressed postage-paid envelope.

5 Electronic title list enclosed If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.

6 Amount of fee calculated \$140.00

7 Fee enclosed Check Money order
 Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____
Deposit account name _____

8 Completeness of document All attachments referenced in this document are included.
 One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

9 Certification of photocopied documents
Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.
I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.
Signature _____ Date _____
Duly authorized agent of _____
Name Shannon Cotugno
Number/street 1750 Tysons Blvd Apt/suite 1800
City Tysons State VA Zip 22102
Phone number 703.712.5361 Fax number 703.712.5050
Email scotugno@mcguirewoods.com

10 Return to

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.

GRANT OF A SECURITY INTEREST – COPYRIGHTS

This Copyright Security Agreement (this "Copyright Security Agreement") is made as of June 30, 2016, by AIRSTREAM, INC., a Nevada corporation, and THOR TECH, INC., a Nevada corporation (together with Airstream, Inc., each a "Grantor", and collectively the "Grantors"), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors hold all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, each Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Copyright Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

AIRSTREAM, INC., a Nevada corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

THOR TECH, INC., a Nevada corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____, 20__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[NOTARY SEAL]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

COPYRIGHTS

TITLE	COUNTRY	REG. NO.	REG. DATE	OWNER
e-Bus (Computer File)	US	TXu000979103	Oct 25, 2000	Thor Tech Inc.
See More, Do More, Live More: The Airstream Travel Journal	US	VA0001310968	Aug 23, 2002	Airstream, Inc.
Airstream 2002 Wall Calendar	US	VA0001326779	Sep 24, 2002	Airstream, Inc.
Wanderlust: Airstream at 75	US	TX0006244873	Oct 7, 2005	Airstream, Inc.

McGuire Woods, LLP
Attention: Shannon Cotugno
1750 Tysons Blvd
Suite 1800
Tysons, VA 22102

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Karen Taylor Clayette

Acting United States Register of Copyrights and Director

August 26, 2016

Date Of Recordation

9938

680

Volume

Doc. No.

EXECUTION VERSION**GRANT OF A SECURITY INTEREST – COPYRIGHTS**

This Copyright Security Agreement (this "Copyright Security Agreement") is made as of August 8, 2016, by the undersigned (the "Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee")

WHEREAS, the Grantor holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, the Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Copyright Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

JAYCO, INC., an Indiana corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST**COPYRIGHTS**

TITLE	COUNTRY	REG. NO.	REG. DATE	OWNER
Jayco power user training	US	TX0004542422	May 27, 1997	Jayco, Inc

79859078

TRADEMARK
REEL: 006552 FRAME: 0689

Copy 4

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).



Form DCS (Document Cover Sheet)
For Recordation of Documents under 17 U.S.C. §205
UNITED STATES COPYRIGHT OFFICE

Volume 9938 Document 680

Volume _____ Document _____

Date of recordation **AUG 26 2016**
M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

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DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

1 First party name given in the document BMO Harris Bank, N.A.
(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document Jayco power user training TX0004542422

3 Total number of titles in the document 1

4 Return receipt requested If checked, please enclose a self-addressed postage-paid envelope.

5 Electronic title list enclosed If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.

6 Amount of fee calculated \$105.00

7 Fee enclosed Check Money order
 Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____
Deposit account name _____

8 Completeness of document All attachments referenced in this document are included.
 One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

9 Certification of photocopied documents
Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.
I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.
Signature _____ Date _____
Duly authorized agent of _____
Name Shannon Cotugno
Number/street 1750 Tysons Blvd Apt/suite 1800
City Tysons State VA Zip 22102
Phone number 703.712.5361 Fax number 703.712.5050
Email scotugno@mcguirewoods.com

10 Return to

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.

EXECUTION VERSION

GRANT OF A SECURITY INTEREST – COPYRIGHTS

This Copyright Security Agreement (this “Copyright Security Agreement”) is made as of August 8, 2016, by the undersigned (the “Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the “Copyrights”);

WHEREAS, the Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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.

This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Copyright Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

JAYCO, INC., an Indiana corporation

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

COPYRIGHTS

TITLE	COUNTRY	REG. NO.	REG. DATE	OWNER
Jayco power user training	US	TX0004542422	May 27, 1997	Jayco, Inc.

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