

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT-ABL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEYSTONE RV COMPANY		10/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 SOUTH DEARBORN STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2995433	COUGAR	
<b>Registration Number:</b>	2247512	KEYSTONE	
<b>Registration Number:</b>	2255223	MONTANA	
<b>Registration Number:</b>	2245848	SPRINGDALE	
<b>Registration Number:</b>	2249313	SPRINTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212)455-3762		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	ALYSHA SEKHON, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2159		
<b>NAME OF SUBMITTER:</b>	ALYSHA SEKHON		
<b>SIGNATURE:</b>	/AS/		
<b>DATE SIGNED:</b>	12/19/2019		

CH \$140.00 2995433

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2019 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, THOR INDUSTRIES, INC., a Delaware corporation (the “Parent Borrower”) has entered into the ABL Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, certain subsidiaries of the Parent Borrower party thereto (the “Subsidiary Borrowers”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the ABL Collateral Agreement, dated as of February 1, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement, as applicable.

**SECTION 2. Grant of Security.** Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

**SECTION 3. Recordation.** This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.**Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.**Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.**Conflict Provision.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition

to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

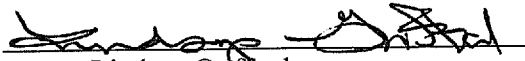
Keystone RV Company,  
as Grantors

By: Colleen Zuhl  
Name: Colleen Zuhl  
Title: Treasurer

[Signature Page to ABL Trademark Security Agreement (Keystone RV Company)]

**TRADEMARK**  
**REEL: 006822 FRAME: 0471**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Lindsay Griffard  
Title: Authorized Officer

[Signature Page to ABL Trademark Security Agreement (Keystone RV Company)]

**TRADEMARK**  
**REEL: 006822 FRAME: 0472**

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Registered Owner/ Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
Keystone RV Company	United States	COUGAR	2995433
Keystone RV Company	United States	KEYSTONE	2247512
Keystone RV Company	United States	MONTANA	2255223
Keystone RV Company	United States	SPRINGDALE	2245848
Keystone RV Company	United States	SPRINTER	2249313

Exclusive Trademark Licenses

None.

[Schedule to ABL Trademark Security Agreement]