

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-ABL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIRXCEL, INC.		09/01/2021	Corporation: DELAWARE
DICOR CORPORATION, INC.		09/01/2021	Corporation: INDIANA
TIFFIN MOTOR HOMES, INC.		09/01/2021	Corporation: ALABAMA
VLRV, LLC		09/01/2021	Limited Liability Company: MISSISSIPPI
VIXEN COMPOSITES, LLC		09/01/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	1594221	AIR-GARD
Registration Number:	3946322	AIRXCEL
Registration Number:	2462365	AIRXCEL
Registration Number:	2437548	CHILLGRILLE
Registration Number:	2629646	
Registration Number:	2449759	FANMATE
Registration Number:	1147999	MACH
Registration Number:	2247507	MACH 15
Registration Number:	2307012	MACH 3 P.S.
Registration Number:	3614207	MAXXAIR
Registration Number:	1571942	MAXXAIR
Registration Number:	2926778	MAXXFAN
Registration Number:	2367462	MINI MACH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2437016	PARK PAC
Registration Number:	2238730	ROUGHNECK
Serial Number:	90383551	SUBURBAN ADVANTAGE
Registration Number:	5415576	UNIMAXX
Registration Number:	1591916	VERSA LINER
Registration Number:	2962639	VERSALOK
Serial Number:	90708375	INDUSTRIAL CLIMATE ENGINEERING
Registration Number:	5702788	GREENPAC
Registration Number:	2577012	
Registration Number:	2422504	HP 2
Registration Number:	2330808	TWO TON PLUS HP
Registration Number:	2322957	SEA MACH
Registration Number:	2307010	MACH 3 PLUS
Registration Number:	2136634	WINDOW/MAXX
Registration Number:	2166083	TURBO/MAXX
Serial Number:	90324134	CAHABA
Serial Number:	90526564	MIDAS
Serial Number:	88332194	ALLEGRO BAY
Registration Number:	5843582	ALLEGRO BUS XSP
Registration Number:	5344794	W
Registration Number:	4946336	BREEZE
Registration Number:	4963545	T TIFFIN MOTORHOMES
Registration Number:	4945642	TIFFIN
Registration Number:	4963544	T
Registration Number:	5172045	WAYFARER
Registration Number:	4835427	T TIFFIN ALLEGRO CLUB
Registration Number:	4680025	PHAETON
Registration Number:	4596551	T TIFFIN MOTORHOMES
Registration Number:	4611312	T TIFFIN ALLEGRO CLUB TIFFIN MOTORHOMES
Registration Number:	4547392	ZEPHYR
Registration Number:	4428221	ALLEGRO RED
Registration Number:	4421114	ALLEGRO BUS
Registration Number:	4410620	ALLEGRO BREEZE
Registration Number:	4424639	ALLEGRO RED
Registration Number:	4406867	ALLEGRO
Registration Number:	3393207	POWERGLIDE
Registration Number:	3967041	ALLEGRO BREEZE
Registration Number:	2930424	T TIFFIN MOTORHOMES INC.

Property Type	Number	Word Mark
Registration Number:	2492636	PHAETON
Registration Number:	2547789	ZEPHYR
Registration Number:	1342458	ROUGHING IT SMOOTHLY
Registration Number:	1325623	ALLEGRO
Registration Number:	750049	OPEN ROAD
Registration Number:	6239828	VL
Registration Number:	6234030	VANLEIGH
Serial Number:	88947883	AMBITION
Registration Number:	5613472	PINECREST
Registration Number:	6039617	BEACON
Registration Number:	5475401	VL
Registration Number:	5639292	BUILT AROUND YOU
Registration Number:	5014170	VILANO
Registration Number:	4961303	LET THE JOURNEY BE YOUR HOME
Registration Number:	4961295	VANLEIGH RV
Registration Number:	4614410	FIBROFINE
Registration Number:	4614461	FIBROGLOSS
Registration Number:	4614462	FIBROPLUS
Registration Number:	4614411	VIXEN FRP

CORRESPONDENCE DATA

Fax Number: 6502515002
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: 6502515073
Email: ksolomon@stblaw.com
Correspondent Name: CORINA MCINTYRE, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER:	509265/2159
NAME OF SUBMITTER:	CORINA MCINTYRE
SIGNATURE:	/CM/
DATE SIGNED:	09/13/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2021 (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, including those items 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.

Section 4. 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.

Section 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

Section 6. 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.

[Signature Page Follows]

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

GRANTORS:

AIRXCEL, INC.
DICOR CORPORATION, INC.
TIFFIN MOTOR HOMES, INC.
VLRV, LLC

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

VIXEN COMPOSITES, LLC

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

[Signature Page to ABL Trademark Security Agreement]


TRADEMARK
REEL: 007420 FRAME: 0279

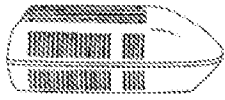
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Suzanne Ergastolo
Name: Suzanne Ergastolo
Title: Executive Director

[Signature Page to ABL Trademark Security Agreement]

**SCHEDULE A
TRADEMARKS**

Mark	Owner	Serial No.	Registration
AIR-GARD	Dicor Corporation, Inc.	73/790948	1594221
AIRXCEL	Airxcel, Inc.	85/082767	3946322
AIRXCEL	Airxcel, Inc.	75/628049	2462365
CHILLGRILLE	Airxcel, Inc.	75/685388	2437548
Design Only 	Airxcel, Inc.	75/678722	2629646
FANMATE	Airxcel, Inc.	75/611755	2449759
MACH	Airxcel, Inc.	73/225849	1147999
MACH 15	Airxcel, Inc.	75/431680	2247507
MACH 3 P.S.	Airxcel, Inc.	75/446128	2307012
MAXXAIR	Airxcel, Inc.	76/604179	3614207
MAXXAIR	Airxcel, Inc.	73/790400	1571942
MAXXFAN	Airxcel, Inc.	76/554636	2926778
MINI MACH	Airxcel, Inc.	75/445593	2367462
PARK PAC	Airxcel, Inc.	76/004886	2437016
ROUGHNECK	Airxcel, Inc.	75/431681	2238730
SUBURBAN ADVANTAGE	Airxcel, Inc.	90/383551	n/a
UNIMAXX	Airxcel, Inc.	87/303994	5415576
VERSA LINER	Dicor Corporation, Inc.	73/813450	1591916
VERSA-LOK	Dicor Corporation, Inc.	78/348840	2962639
INDUSTRIAL CLIMATE ENGINEERING	Airxcel, Inc.	90/708375	n/a
GREENPAC	Airxcel, Inc.	88/068127	5702788
DESIGN ONLY	Airxcel, Inc.	75/680937	2577012
HP 2	Airxcel, Inc.	75/446146	2422504
TWO TON PLUS HP	Airxcel, Inc.	75/445577	2330808
SEA MACH	Airxcel, Inc.	75445177	2322957
MACH 3 PLUS	Airxcel, Inc.	75/445176	2307010
WINDOW/MAXX	Airxcel, Inc.	75/098454	2136634
TURBO/MAXX	Airxcel, Inc.	74/600513	2166083
CAHABA	Tiffin Motor Homes, Inc.	90/324134	n/a
MIDAS	Tiffin Motor Homes, Inc.	90/526564	n/a
ALLEGRO BAY	Tiffin Motor Homes, Inc.	88/332194	n/a
ALLEGRO BUS XSP	Tiffin Motor Homes, Inc.	88/286125	5843582
W & design	Tiffin Motor Homes, Inc.	87/306825	5344794
BREEZE	Tiffin Motor Homes, Inc.	86/821298	4946336
T TIFFIN MOTORHOMES & design	Tiffin Motor Homes, Inc.	86/752468	4963545
TIFFIN	Tiffin Motor Homes, Inc.	86/752466	4945642
T & design	Tiffin Motor Homes, Inc.	86/752463	4963544
WAYFARER	Tiffin Motor Homes, Inc.	86/539434	5172045
T TIFFIN ALLEGRO CLUB & design	Tiffin Motor Homes, Inc.	86/537955	4835427
PHAETON	Tiffin Motor Homes, Inc.	86/251540	4680025

Mark	Owner	Serial No.	Registration
T TIFFIN MOTORHOMES & design	Tiffin Motor Homes, Inc.	86/171044	4596551
T TIFFIN ALLEGRO CLUB TIFFIN MOTORHOMES OWNERS CLUB, RED BAY, AL & design	Tiffin Motor Homes, Inc.	86/123729	4611312
ZEPHYR	Tiffin Motor Homes, Inc.	86/092636	4547392
ALLEGRO RED & design	Tiffin Motor Homes, Inc.	85/856431	4428221
ALLEGRO BUS	Tiffin Motor Homes, Inc.	85/852774	4421114
ALLEGRO BREEZE	Tiffin Motor Homes, Inc.	85/852760	4410620
ALLEGRO RED	Tiffin Motor Homes, Inc.	85/852751	4424639
ALLEGRO	Tiffin Motor Homes, Inc.	85/852725	4406867
POWERGLIDE	Tiffin Motor Homes, Inc.	78/821550	3393207
ALLEGRO BREEZE	Tiffin Motor Homes, Inc.	77/833745	3967041
T TIFFIN MOTORHOMES INC. & design	Tiffin Motor Homes, Inc.	76/580786	2930424
PHAETON	Tiffin Motor Homes, Inc.	76/168434	2492636
ZEPHYR	Tiffin Motor Homes, Inc.	75/645973	2547789
ROUGHING IT SMOOTHLY	Tiffin Motor Homes, Inc.	73/472548	1342458
ALLEGRO & design	Tiffin Motor Homes, Inc.	73/472547	1325623
OPEN ROAD	Tiffin Motor Homes, Inc.	72/141886	750049
VL & design	VLRV, LLC	90/097112	6239828
VANLEIGH	VLRV, LLC	90/097108	6234030
AMBITION	VLRV, LLC	88/947883	n/a
PINECREST	VLRV, LLC	87/715241	5613472
BEACON	VLRV, LLC	87/669625	6039617
VL & design	VLRV, LLC	87/653317	5475401
BUILT AROUND YOU	VLRV, LLC	87/653312	5639292
VILANO	VLRV, LLC	86/649234	5014170
LET THE JOURNEY BE YOUR HOME	VLRV, LLC	86/540092	4961303
VANLEIGH RV	VLRV, LLC	86/537630	4961295
Design Only 	AIRXCEL, INC.	75/680937	2577012
FIBROFINE	VIXEN COMPOSITES, LLC	85/804283	4614410
FIBROGLOSS	VIXEN COMPOSITES, LLC	85/827870	4614461
FIBROPLUS	VIXEN COMPOSITES, LLC	85/827873	4614462
VIXEN FRP	VIXEN COMPOSITES, LLC	85/804291	4614411