

05-27-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

02/04/1999 DC0ATES 00000029 1737401

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
2475.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001916 FRAME: 0486

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Sarah J Moskowitz Esquire

Address (line 1)

Palmer and Dodge

Address (line 2)

One Beacon Street

Address (line 3)

Boston MA 02108

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

100

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

2,515.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

1600085

Authorization to charge additional fees:

Yes

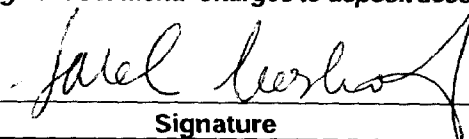
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sarah J. Moskowitz

Name of Person Signing



Signature

1/29/99

Date Signed

<u>Name</u>	<u>State of Incorporation</u>
AFFINITY GROUP, INC.	Delaware
CAMPING WORLD, INC.	Kentucky
CWI, INC.	Kentucky
EHLERT PUBLISHING GROUP, INC.	Minnesota
GOLF CARD INTERNATIONAL INC.	Delaware
WOODALL PUBLICATIONS CORPORATION	Delaware

Schedule 1.1

Owner: AFFINITY GROUP, INC.

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
COAST TO COAST AND DESIGN	Registered	A544882	Australia
GOOD SAM CLUB & DESIGN	Registered	A530047	Australia
GOOD SAM CLUB (STYLIZED)	Registered	B301823	Australia
TRAILER LIFE	Registered	B301823	Australia
COAST TO COAST AND DESIGN	Registered	499071	Benelux
COAST TO COAST RESORTS AND LOG	Registered	488977	Benelux
CAMP COAST TO COAST	Registered	343286	Canada
COAST DELUXE	Pending	773202	Canada
COAST TO COAST	Registered	391911	Canada
COAST TO COAST RESORTS	Registered	387677	Canada
COASTCLUB VACATIONS	Registered	454418	Canada
GOOD SAM COMMERCIAL MEMBER	Registered	251743	Canada
GOOD SAMPARK & DESIGN	Registered	236488	Canada
THE GOOD SAM CLUB & DESIGN	Registered	207285	Canada
TRAILER LIFE	Registered	390850	Canada
U.S. OUTLINE & MOUNTAIN LOGO D	Registered	331226	Canada
COAST TO COAST RESORTS AND LOG	Registered	VR04.5641988	Denmark
COAST TO COAST RESORTS AND LOG	Registered	105800	Finland
GOOD SAM CLUB & DESIGN	Pending	1381390	France
TRAILER LIFE	Registered	1831979	France
GOOD SAM CLUB AND DESIGN	Registered	643328	Italy
CAMP COAST TO COAST	Registered	336419	Mexico
COAST DELUXE	Registered	49477	Mexico
COAST TO COAST RESORTS	Registered	336418	Mexico
COASTCLUB VACATIONS	Registered	497108	Mexico
GOOD SAM CLUB	Registered	384483	Mexico
TRAILER LIFE	Registered	427143	Mexico
U.S. OUTLINE AND MOUNTAIN LOGO	Registered	324988	Mexico
COAST TO COAST RESORTS AND LOG	Registered	181281	New Zealand
GOOD SAM CLUB & DESIGN	Registered	183044	New Zealand
GOOD SAM CLUB & DESIGN	Registered	117418	New Zealand
TRAILER LIFE	Registered	B172930	New Zealand
COAST TO COAST RESORTS AND LOG	Registered	140717	Norway
GOOD SAM CLUB	Registered	74/5472	South Africa
TRAILER LIFE	Registered	87/5854	South Africa
GOOD SAM CLUB & DESIGN	Registered	1218510	Spain
TRAILER LIFE	Registered	1218511	Spain
COAST TO COAST RESORTS AND LOG	Registered	210898	Sweden
COAST TO COAST AND DESIGN	Registered	386066	Switzerland
COAST TO COAST RESORTS AND LOG	Registered	353491	Switzerland
GOOD SAM CLUB & DESIGN	Registered	285468	Switzerland
COAST TO COAST AND DESIGN	Registered	B1528067	United Kingdom
COAST TO COAST AND DESIGN	Registered	B1528068	United Kingdom
GOOD SAM CLUB	Registered	1320165	United Kingdom
TRAILER LIFE	Registered	1320164	United Kingdom
S AND DESIGN	Registered	1737401	United States
AFFINITY GROUP, INC.	Pending	75/053507	United States
AGI LOGO	Registered	2045752	United States
AGI LOGO	Pending	75/053003	United States

AMERICAMP	Registered	1760392	United States
AMERICAMP AND DESIGN	Registered	1871617	United States
AMERICAN RIDER	Pending	74/380324	United States
AMERICAN RIDER	Registered	1851088	United States
AMERICAN RIDER	Pending	75/165155	United States
CAMP COAST TO COAST	Registered	1458728	United States
CAMP COAST TO COAST	Registered	1465377	United States
CARAVENTURE	Registered	2015238	United States
COAST DELUXE	Pending	74/624025	United States
COAST TO COAST	Registered	1593450	United States
COAST TO COAST	Registered	1594211	United States
COAST TO COAST	Registered	1655776	United States
COAST TO COAST	Pending	75/118833	United States
COAST TO COAST	Registered	1720668	United States
COAST TO COAST AND DESIGN	Registered	1703393	United States
COAST TO COAST RESORTS	Registered	1480034	United States
COAST TO COAST RESORTS	Registered	1471386	United States
COASTCLUB VACATIONS	Pending	74/624076	United States
COMMERCIAL MEMBER GOODSAM	Registered	1124143	United States
GOOD NEIGHBOR PARKS	Registered	1071532	United States
GOOD SAM	Pending	75/118827	United States
GOOD SAMPARK – A GOOD PLACE TO	Registered	1082104	United States
HIGHWAY MAGAZINE	Pending	75/118961	United States
HIGHWAYS – THE OFFICAL PUBLICATION	Registered	1645203	United States
MISCELLANEOUS DESIGN (NEW LOGO)	Registered	1611212	United States
MEMBER GOOD SAM CLUB & DESIGN	Registered	881862	United States
MOTORHOME	Registered	1442575	United States
MOTORHOME	Pending	75/118832	United States
MOTORHOME	Registered	1895073	United States
MOUNTAIN LOGO DESIGN	Registered	1167689	United States
PROTECTION COAST TO COAST AND DESIGN	Registered	1735214	United States
RIDER	Registered	1107269	United States
RIDER MOTORCYCLE TOURING & ...	Registered	1068354	United States
ROADS TO ADVENTURE	Pending	75/118828	United States
ROADS TO ADVENTURE	Pending	75/005910	United States
ROLL ON AMERICA	Registered	1710354	United States
ROLL ON AMERICA! AND DESIGN	Registered	1696427	United States
RV BUSINESS	Registered	2043024	United States
RV BUSINESS	Registered	1512170	United States
RV BUYERS GUIDE	Pending	75/127392	United States
RV SEARCH	Pending	74/713645	United States
RV SEARCH	Pending	75/118960	United States
RV SHOPPER	Registered	1834600	United States
SAMBOREE	Registered	997384	United States
SAMBUCKS	Pending	74/689488	United States
SAMSTOP AND SLEEPSAFE	Registered	1143801	United States
SENIOR LIFE	Registered	1149357	United States
SNOWBIRD ERS PLAN	Pending	74/713644	United States
TOURING RIDER	Pending	74/612275	United States
TRAFFIC BUILDERS	Registered	1991599	United States
TRAILER LIFE	Pending	75/121601	United States
TRAILER LIFE	Registered	1006079	United States
TRAILER LIFE CAMPGROUND/RV ...	Registered	1982678	United States
TRAILER LIFE RV CAMPGROUND &	Registered	1063845	United States
U.S. OUTLINE DESIGN	Registered	1167688	United States

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
5 AND DESIGN	Registered	1737401	United States
AFFINITY GROUP, INC.	Pending	75/053507	United States
AGI LOGO	Registered	2045752	United States
AGI LOGO	Pending	75/053003	United States
AMERICAMP	Registered	1760392	United States
AMERICAMP AND DESIGN	Registered	1871617	United States
AMERICAN RIDER	Pending	74/380324	United States
AMERICAN RIDER	Registered	1851088	United States
AMERICAN RIDER	Pending	75/165155	United States
CAMP COAST TO COAST	Registered	1458728	United States
CAMP COAST TO COAST	Registered	1465377	United States
CARAVENTURE	Registered	2015238	United States
COAST DELUXE	Pending	74/624025	United States
COAST TO COAST	Registered	1593450	United States
COAST TO COAST	Registered	1594211	United States
COAST TO COAST	Registered	1655776	United States
COAST TO COAST	Pending	75/118833	United States
COAST TO COAST	Registered	1720668	United States
COAST TO COAST AND DESIGN	Registered	1703393	United States
COAST TO COAST RESORTS	Registered	1480034	United States
COAST TO COAST RESORTS	Registered	1471386	United States
COASTCLUB VACATIONS	Pending	74/624076	United States
COMMERCIAL MEMBER GOODSAM	Registered	1124143	United States
GOOD NEIGHBOR PARKS	Registered	1071532	United States
GOOD SAM	Pending	75/118827	United States
GOOD SAMPARK - A GOOD PLACE TO	Registered	1082104	United States
HIGHWAY MAGAZINE	Pending	75/118961	United States
HIGHWAYS - THE OFFICAL PUBLICATION	Registered	1645203	United States
MISCELLANEOUS DESIGN (NEW LOGO)	Registered	1611212	United States
MEMBER GOOD SAM CLUB & DESIGN	Registered	881862	United States
MOTORHOME	Registered	1442575	United States
MOTORHOME	Pending	75/118832	United States
MOTORHOME	Registered	1895073	United States
MOUNTAIN LOGO DESIGN	Registered	1167689	United States
PROTECTION COAST TO COAST AND DESIGN	Registered	1735214	United States
RIDER	Registered	1107269	United States
RIDER MOTORCYCLE TOURING & ...	Registered	1068354	United States
ROADS TO ADVENTURE	Pending	75/118828	United States
ROADS TO ADVENTURE	Pending	75/005910	United States
ROLL ON AMERICA	Registered	1710354	United States
ROLL ON AMERICA! AND DESIGN	Registered	1696427	United States
RV BUSINESS	Registered	2043024	United States
RV BUSINESS	Registered	1512170	United States
RV BUYERS GUIDE	Pending	75/127392	United States
RV SEARCH	Pending	74/713645	United States
RV SEARCH	Pending	75/118960	United States
RV SHOPPER	Registered	1834600	United States
SAMBOREE	Registered	997384	United States
SAMBUCKS	Pending	74/689488	United States

Owner: GOLF CARD INTERNATIONAL, INC.

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
GOLF CARD	Pending	75/108749	United States
GOLF TRAVELER	Pending	75/013922	United States
GOLF TRAVELER	Pending	75/108888	United States
THE GOLF CARD	Pending	75/174555	United States

Owner: CAMPING WORLD, INC.

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
PRESIDENT'S CLUB	Registered	1,703,616	United States
CAMPING WORLD	Registered	1,181,616	United States

Owner: CWI, INC.

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
CAMPING WORLD & DESIGN	Registered	1,181,620	United States
CAMPING WORLD & DESIGN	Registered	1,103,596	United States

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
DREAM DEMO	Pending	75/059,978	United States
RODE REPORTS	Pending	75/059493	United States
PWC	Registered	1,987,752	United States
ATV MAGAZINE	Pending	74/619,253	United States
BIG EAST	Pending	74/487,257	United States
WATERCRAFT WORLD	Registered	1,988,841	United States
WATERCRAFT BUSINESS	Registered	1,921,262	United States
SNOWMOBILE VACATION GUIDE	Registered	1,797,772	United States
ARCHERY BUSINESS	Registered	1,812,086	United States
SNOWMOBILE BUSINESS	Registered	1,818,902	United States
WATERCRAFT DEALER	Registered	1,690,977	United States
WATERCRAFT WORLD	Registered	1,728,041	United States
SNOW GOER	Registered	1,656,774	United States
NATIONAL ATHLETIC DIRECTOR	Registered	1,628,266	United States
WATER SCOOTER	Registered	1,501,754	United States
SNOWMOBILE BUSINESS*	Registered	1,442,574	United States
SNOWMOBILE*	Registered	1,489,265	United States
BOWHUNTING GUIDE*	Registered	1,482,063	United States
SNOWMOBILE VACATION GUIDE*	Registered	1,441,630	United States

TRADEMARK	STATUS	SERIAL NUMBER	COUNTRY
GO & RENT...RENT & GO	Registered	2,035,941	United States
WOODALL'S ER'S	Pending	75/115,728	United States
SOUTHERN RV	Registered	1,901,723	United States
CAMPERWAYS	Registered	1,898,898	United States
NORTHEAST SUMMERS	Registered	1,908,429	United States
CAMP-ORAMA	Registered	1,898,897	United States
SUNNY DESTINATION	Registered	1,898,896	United States
WOODALL'S WORLD OF TRAVEL	Registered	1,909,988	United States
CAMPGROUND MANAGEMENT	Registered	1,141,743	United States
WOODALL'S	Registered	965,597	United States
TRAILS-A-WAY	Registered	918,080	United States
TRAILERING PARKS AND CAMPGROUNDS	Registered	849,195	United States
W (& DESIGN)	Registered	854,909	United States
WOODALL'S	Registered	711,273	United States

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT dated as of November 13, 1998 between FLEET NATIONAL BANK, individually and as administrative agent (the "Administrative Agent") for the Lenders under the Credit Agreement described below, and AFFINITY GROUP, INC., a Delaware corporation, A - B DEVELOPMENT CO., a Colorado general partnership, AFFINITY BROKERAGE, INC., a Delaware corporation, AFFINITY ROAD AND TRAVEL CLUB, INC., a Texas corporation, AGI PROPERTIES OF COLORADO, INC., AGI REAL ESTATE HOLDINGS, INC., a Delaware corporation, AFFINITY ROAD AND TRAVEL HOLDING CORP., a Delaware corporation, CAMP COAST TO COAST, INC., a Delaware corporation, CAMPING REALTY, INC., a Kentucky corporation, CAMPING WORLD, INC., a Kentucky corporation, CWI, INC., a Kentucky corporation, CW MICHIGAN, INC., a Delaware corporation, CW TEXAS, LP, a Minnesota limited partnership, EHLERT PUBLISHING GROUP, INC., a Minnesota corporation, EXPOSITIONS GROUP, INC., a Minnesota corporation, GOLF CARD HOLDING CORPORATION, a Delaware corporation, GOLF CARD INTERNATIONAL CORP., a Delaware corporation, GOLF CARD RESORT SERVICES, INC., a Delaware corporation, GSS ENTERPRISES, INC., a Delaware corporation, TL ENTERPRISES, INC., a Delaware corporation, VBI, INC., a Delaware corporation, WOODALL PUBLICATIONS CORPORATION, a Delaware corporation, and each other Person that becomes a party to this Agreement by executing and delivering a counterpart of this Agreement to the Administrative Agent (each, a "Debtor" and together, the "Debtors"). The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties".

WITNESSETH:

WHEREAS, the Debtors and certain related corporations are the borrower or one of the Guarantors under the terms of an Amended and Restated Credit Agreement dated as of the date hereof among Affinity Group, Inc. (the "Borrower"), the Guarantors, the Lenders party thereto, The Provident Bank, as syndication agent, Bank One, Kentucky, NA, as documentation agent, and the Administrative Agent (as amended and amended and restated from time to time, the "Credit Agreement") pursuant to which the Secured Parties agreed, subject to the terms and conditions set forth therein, to make certain Revolving Credit Loans, Term Loans and Swing Loans to the Borrower, as defined in the Credit Agreement (the "Loans"); and

WHEREAS, the obligation of the Secured Parties to make the Loans is subject to the condition, among others, that each Debtor execute and deliver this Agreement and grant the security interest hereinafter described;

WHEREAS, the parties hereto are entering into this Agreement to set forth their entire understanding with respect to the subject matter hereof.

NOW THEREFORE, to induce and in consideration for the agreement of the Secured Parties to enter into the Credit Agreement and to make the Loans and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. For the purposes of this Agreement, the following capitalized terms used herein shall have the following meanings:

1.1. The term "Trademarks" shall mean the trademarks, service marks and trade names of each Debtor, or either of them, including without limitation, the Trademarks set forth on Schedule 1.1 attached hereto, together with all Federal and State registrations of the Trademarks filings regarding all existing or future marks and all renewals of all of the foregoing together with the sole and exclusive right to use, adapt, change, translate, add to and take from any or all of the foregoing; whether now owned or hereafter acquired; together with the goodwill of the business and products symbolized by the Trademarks; together with the right to file and prosecute applications for Trademarks, and all royalties and proceeds relating thereto, but specifically excluding all Intents to Use filed by any Debtor.

1.2. The term "License Agreements" shall mean the entire right, title and interest of each Debtor in, to and under all license agreements which relate to any or all of the Trademarks or Trade Secrets, whether the Debtor is licensor or licensee, with respect to any such items owned by third parties; whether now owned or hereafter acquired and all payments or other proceeds therefrom, including without limitation the License Agreements set forth on Schedule 1.2 hereto.

1.3. The term "Trade Secrets" shall mean all ideas, trade secrets, inventions, products, processes, methods, concepts, techniques, formulas, plans and data, whether patentable or able, whether now owned or hereafter acquired, or as to which any Debtor has any right or claim, and all proceeds and products thereof.

1.4. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of each Debtor (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans;

(b) Any and all other obligations of the Borrower or any of the other Credit Parties to the Secured Parties under the Credit Agreement or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements; and

(c) Any and all other Guaranteed Obligations and Indebtedness of the Borrower or any of the other Credit Parties to the Secured Parties or any of them, whether direct or indirect; absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all other fees, premiums, penalties or other Guaranteed Obligations or Indebtedness of any Debtor to the Secured Parties or any of them.

2. As security for the Secured Obligations, each Debtor hereby grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the intangible property of such Debtor described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Intellectual Property"):

(a) All of each Debtor's right, title and interest in the Trademarks, License Agreements and Trade Secrets and all renewals thereof, together with the goodwill of each Debtor's businesses and products symbolized thereby;

(b) All of each Debtor's rights in respect of the Trademarks, License Agreements and Trade Secrets, including the right to sue for infringement thereof; and

(c) All proceeds and products of any of the foregoing (including, without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto), and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any of the foregoing, and all tangible property embodying any of the foregoing and the right to sue for past, present or future infringements and all rights corresponding thereto.

Simultaneously with the grant of the security interest hereunder, each Debtor has granted to the Administrative Agent a security interest in all of its accounts receivable, inventory, equipment and general intangibles which comprise the good will of such Debtor. It is the intent of each Debtor to grant the lien hereunder with a lien on the good will of such Debtor.

3. This Agreement is intended to create a security interest in the Intellectual Property for collateral purposes only and not as a current assignment. Unless and until an Event of Default occurs under the Credit Agreement, each Debtor shall continue to have the sole right to (i) own and utilize its Intellectual Property in the ordinary course of business, and (ii) except as otherwise provided herein, control the nature and quality of the goods sold and the services rendered under the Intellectual Property, provided that the rights under (i) and (ii) are exercised in the ordinary course of business and consistent with past practice. Each Debtor covenants and agrees that until all of the Secured Obligations are paid in full, it will not enter into any agreement which is inconsistent with or which may materially or adversely affect such Debtor's Secured Obligations or Intellectual Property, or the Secured Parties' rights under this Agreement.

4. Each Debtor represents and warrants to the Secured Parties that:

(a) The Debtor is the true and lawful exclusive owner of its Intellectual Property and the interests herein granted;

(b) Its Intellectual Property is free from all liens, security interests, claims and encumbrances except those in favor of the Secured Parties or those disclosed in or permitted by the Credit Agreement;

(c) Except as granted to the Secured Parties or as disclosed in or permitted by the Credit Agreement, the Debtor has granted no other security interests in its Intellectual Property that are currently outstanding; and

(d) Except as disclosed on Schedule 1.1 of this Agreement, all of its Trademarks listed thereon have been duly and properly filed or registered with the United States Patent and Trademark Office and all of its Trademarks listed on such schedules are owned of record or beneficially by the Debtor;

(e) The Trademarks and other Intellectual Property of the Debtor continue to be used by the Debtor and have not been abandoned.

(f) No claim of infringement has been brought or, to the best of its knowledge, is threatened against the Debtor with respect to any of its Intellectual Property;

5. Each Debtor hereby covenants to the Secured Parties as follows:

(a) Except as permitted under this Agreement and for nonexclusive licenses granted in connection with marketing or administration of member or other benefit programs engaged in by the Debtor in the ordinary course of its business, the Debtor will not, without the prior written consent of the Secured Parties, sell, license, transfer, pledge, assign, encumber or grant a security interest in its Intellectual Property;

(b) The Debtor will furnish to the Administrative Agent, from time to time, statements and schedules further identifying and describing its Intellectual Property and such other reports and information in connection with its Intellectual Property as the Administrative Agent may reasonably request;

(c) The Debtor will promptly notify the Administrative Agent, in writing, (i) that any material item of its Intellectual Property may have become abandoned (notwithstanding the prohibition set forth in subsection (i) below), (ii) of any adverse claim (of infringement or otherwise), determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of its Intellectual Property, and (iii) of any default, or any occurrence which with the giving of notice or the passing of time, or both, would constitute a default, under any of the License Agreements;

(d) The Debtor will promptly pay when due all taxes, assessments and other governmental charges with respect to its Intellectual Property;

(e) The Debtor will promptly notify the Administrative Agent of any event causing a material loss or diminution in value of all or any part of its Intellectual Property;

(f) The Debtor will use consistent standards of quality in its manufacture, publication and sale of products or services sold under its Intellectual Property;

(g) The Debtor will not use any item of its Intellectual Property in violation of any statute, ordinance or other provision of law, the violation of which could have a material adverse effect on the business of the Debtor;

(h) The Debtor will not take any action in connection with its Intellectual Property that would materially impair the value of the interest or rights thereunder of the Debtor or the Secured Parties;

(i) Except for Intellectual Property no longer used in its business, the Debtor will not abandon any of its material Intellectual Property or any registration or application therefor without the prior written consent of the Secured Parties and will maintain and protect all registrations of its Trademarks by timely filing, when required by law, all declarations of continued use, incontestability and renewal; and

(j) The Debtor will diligently pursue any infringement claims it may now or hereafter have with respect to its Intellectual Property.

6. With respect to any Trademark which any Debtor subsequently registers with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, such Debtor undertakes promptly to provide the Administrative Agent with written notice thereof and evidence of such application and/or registration to the Administrative Agent and its counsel. Those Trademarks so registered by Borrower in the future are deemed to be described in Schedules 1.1 and 1.2 hereto, and the Administrative Agent may record this Agreement against each such item and in connection with any such changes. Each Debtor shall cooperate with the Administrative Agent in modifying Schedules 1.1 and 1.2, as the case may be, and in re-executing or re-recording this Agreement with such modification. Each Debtor hereby authorizes the Administrative Agent to modify this Agreement by amending the appropriate Schedules to include any further Intellectual Property covered by paragraphs 2, 6 and 7 hereof. This Section is not intended to cover any Intent to Use filed by any Debtor.

7. If, before the Secured Obligations shall have been satisfied in full, any Debtor shall obtain rights to any new Intellectual Property, the provisions of paragraph 6 hereof shall automatically apply thereto and such Debtor shall promptly provide the Administrative Agent with written notice thereof. In connection with any such changes, such Debtor shall cooperate with the Administrative Agent in modifying Schedules 1.1 and 1.2, as the case may be, and in re-executing or re-recording this Agreement with such modification. Each Debtor hereby authorizes the Administrative Agent to modify this Agreement by amending the appropriate Schedules to include any further Intellectual Property covered by paragraphs 2, 6 and 7 hereof.

8. Each Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (herein called "Events of Default"):

(a) Default shall be made in the due and punctual payment of any principal of or premium, if any, or interest on any of the Secured Obligations as and when the same shall become due and payable (whether at maturity or at a date fixed for any prepayment or installment or by declaration or acceleration or otherwise) and such default shall continue beyond the expiration of the applicable period of grace, if any;

(b) The breach, violation or other non-performance of any term, covenant, condition, agreement or obligation of the Debtor contained herein; or

(c) Any other Event of Default (as defined or provided in the Credit Agreement) shall occur.

9. Upon the occurrence of any Event of Default, such default not having previously been waived, remedied or cured, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended, or other applicable law of Massachusetts or any other jurisdiction, state or federal;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, or in the Loans, or in the Collateral Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

Any and all of the foregoing rights and remedies may be exercised by the Administrative Agent simultaneously or consecutively, against or in respect of any Debtor all of which rights and remedies shall, to the fullest extent permitted by law, be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. Each Debtor hereby acknowledges and agrees that the Administrative Agent is not required to exercise all remedies and rights available to it equally with respect to all of the Intellectual Property and that the Administrative Agent may select less than all of the Intellectual Property with respect to which the remedies as determined by the Administrative Agent may be exercised. Each Debtor understands that the Intellectual Property may decline in value in the event that the business of the Debtor is not continued.

Upon the occurrence and during the continuance of any Event of Default, in addition to any rights obtaining under law and hereunder, the Administrative Agent shall have the right to sell, assign and transfer all or any part of any Debtor's respective right, title and interest in and to the Intellectual Property, and the goodwill of any Debtor's businesses and products symbolized by and connected with the Intellectual Property. In the event of the occurrence of an Event of Default, each Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all assignment documents, applications, documents, papers and instruments necessary for the Administrative Agent to use, grant, license or assign or otherwise transfer title in the Intellectual Property to any Person with any related good will. This power-of-attorney shall be irrevocable for the life of this Agreement.

10. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. This Agreement shall

be in addition to the Credit Agreement and all other present and future instruments, documents and agreements between any Debtor and the Administrative Agent, and it shall not be deemed to affect, modify or limit any of the same or any rights of the Administrative Agent thereunder. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank and any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

11. Each Debtor will defend at its own cost and expense any action, claim or proceeding materially affecting the interest of the Administrative Agent in its Intellectual Property. Each Debtor will take all actions deemed reasonably necessary to enforce its rights in, and the validity of, its Intellectual Property.

12. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to herein. Except as provided in paragraphs 6 and 7 hereof, this Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought.

13. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

14. No remedy or right herein conferred upon, or reserved to, the Administrative Agent is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, and now or hereafter existing at law or in equity.

15. No delay or omission by the Administrative Agent to exercise any remedy or right accruing upon an Event of Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

16. This Agreement and the security interest in the Intellectual Property created hereby shall terminate when all of the Secured Obligations have been paid and finally discharged in full. In such event, the Administrative Agent agrees to execute appropriate releases of liens on the Intellectual Property. No waiver by the Administrative Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by any Secured Party of all or any of part of the Secured Obligations held by it, such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in

part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder. Notwithstanding the provisions of this section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by any Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by such Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

17. This Agreement shall be binding upon the successors or assigns of each Debtor and shall inure to the benefit of and be enforceable by the successors or assigns of the Secured Parties.

18. Each Debtor will at its expense, execute, deliver, file and record (in such manner and form as the Administrative Agent may at any time require) any financing statements, any carbon, photographic or other reproduction of a financing statement or this Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other documents that may be reasonably necessary or desirable, or that the Administrative Agent may request, in order to create, pursue, perfect or validate its interest in the Intellectual Property or to enable the Administrative Agent to exercise and enforce its rights hereunder with respect to any of the Intellectual Property. Without limiting the generality of the foregoing, each Debtor will execute and file such short form Assignments for Security with respect to the Trademarks as the Administrative Agent may request, such assignments to be in form and substance satisfactory to the Administrative Agent, but each such assignment shall be for security purposes only. To the extent permitted by applicable law, the Administrative Agent is hereby appointed by each Debtor as its attorney-in-fact, irrevocably, to do any and all acts and things which the Administrative Agent may reasonably deem necessary to perfect and continue perfected the security interest hereby created including, without limitation, the execution on behalf of the Debtor of any financing or continuation statement with respect to the security interest created hereby.

19. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the Commonwealth of Massachusetts and consent to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Secured Obligations or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 21 hereof or as otherwise provided under the laws of the Commonwealth of Massachusetts.

EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE DEBTOR IN RESPECT OF ITS SECURED OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the Administrative Agent's rights hereunder or in connection with any Secured Obligations or any Intellectual Property; consent to and waive notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Intellectual Property, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Intellectual Property, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Intellectual Property and/or the settlement or compromise thereof. No delay or omission on the part of the Administrative Agent in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. EACH DEBTOR FURTHER WAIVES ANY RIGHT THEY MAY HAVE UNDER THE CONSTITUTION OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE CONSTITUTION OF ANY STATE IN WHICH ANY OF THE INTELLECTUAL PROPERTY MAY NOW OR HEREAFTER BE LOCATED OR WHICH MAY BE APPLICABLE TO ANY INTELLECTUAL PROPERTY, OR UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ADMINISTRATIVE AGENT AND WAIVE THEIR RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

21. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement.

22. This Agreement is entitled to the benefits of any loan documents now or hereafter issued in connection with the indebtedness secured hereunder, including, without limitation, the Credit Agreement, which loan documents may be amended, modified or substituted without affecting the validity of this Agreement. To the extent that there are any inconsistencies between any term or provision herein and any term or provision in the Credit Agreement, the terms of the Credit Agreement shall control.

23. The proceeds of any sale or sales of the Intellectual Property, together with any other additional collateral security at the time received and held hereunder, shall be received and applied: first, to the payment of all costs and expenses of such sale, including reasonable attorneys' fees; second, to the payment of the Secured Obligations in such order of priority as the Administrative Agent shall determine, and any surplus thereafter remaining shall be paid to the Debtor whose property was sold or to whomever may be legally entitled thereto (including, if applicable, any subordinated creditor of such Debtor). By way of enlargement and not by way of limitation of the rights of the Administrative Agent under applicable law or the Loans, Credit Agreement or Collateral Documents, but notwithstanding any provision of the Loans, Credit Agreement or Collateral Documents to the contrary, the Administrative Agent shall be entitled to allocate its application of the Intellectual Property, and the proceeds thereof, to the Secured Obligations (including without limitation either or both of the Loans) in such proportions and in such order as the Administrative Agent, in its sole discretion, shall decide. In the event the proceeds of any sale, lease or other disposition of the Intellectual Property hereunder are insufficient to pay all of the Secured Obligations in full, each Debtor will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

24. This Agreement may be recorded by the Administrative Agent in the United States Patent and Trademark Office and such other offices as the Administrative Agent may determine.

25. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

26. This Amended and Restated Trademark Security Agreement supercedes all prior agreements and understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

AFFINITY GROUP, INC.

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

A - B DEVELOPMENT CO.

By: AGI PROPERTIES OF COLORADO, INC.,
a General Partner

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

AFFINITY BROKERAGE, INC.

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

AFFINITY ROAD AND TRAVEL CLUB, INC.

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

**AFFINITY ROAD AND TRAVEL HOLDING
CORP.**

By: 
Name: Mark J. Boggess
Title: Senior Vice President

AGI PROPERTIES OF COLORADO, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

AGI REAL ESTATE HOLDINGS, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

CAMP COAST TO COAST, INC.

By:
Name: Mark J. Boggess
Title: Senior Vice President

CAMPING REALTY, INC.

By:
Name: Mark J. Boggess
Title: Senior Vice President

CAMPING WORLD, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

CWI, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

CW MICHIGAN, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

CW TEXAS, LP

By: AFFINITY GROUP, INC., its General Partner

By: 
Name: Mark J. Boggess
Title: Senior Vice President

EHLERT PUBLISHING GROUP, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

EXPOSITIONS GROUP, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

GOLF CARD HOLDING CORPORATION

By: 
Name: Mark J. Boggess
Title: Senior Vice President

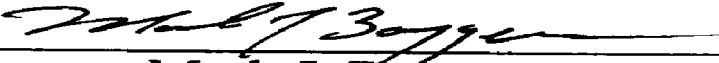
GOLF CARD INTERNATIONAL CORP.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

GOLF CARD RESORT SERVICES, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

GSS ENTERPRISES, INC.

By: 
Name: Mark J. Boggess
Title: Senior Vice President

TL ENTERPRISES, INC.

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

VBI, INC.

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

WOODALL PUBLICATIONS CORPORATION

By: Mark J. Boggess
Name: Mark J. Boggess
Title: Senior Vice President

FLEET NATIONAL BANK, individually and as
Administrative Agent for the Secured Parties

By: John A. Skerdsal
Name: John A. Skerdsal
Title: AVP