

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atwood Mobile Products, Inc.		06/28/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1366565	A
Registration Number:	832205	A
Registration Number:	774436	A
Registration Number:	1024172	ATWOOD
Registration Number:	1027869	ATWOOD
Registration Number:	1323099	ATWOOD
Registration Number:	1443019	ATWOODAIR
Registration Number:	2832644	BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS
Registration Number:	1739672	
Registration Number:	2397577	
Registration Number:	2907630	
Registration Number:	2891724	DURALEG
Registration Number:	2351548	EXCALIBUR

OP \$615.00 1366565

Registration Number:	972219	EXCEL
Registration Number:	2864343	HOT
Registration Number:	848652	HYDRO FLAME
Registration Number:	737911	HYDRO FLAME
Registration Number:	2843565	LEVELEGS
Registration Number:	2842216	PRO TOW'D
Registration Number:	2842214	PRO TOW'D
Registration Number:	1997527	PROTECTOR
Registration Number:	1702479	PRO-TOW
Registration Number:	2535804	WEDGEWOOD VISION
Registration Number:	1662376	WEDGEWOOD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	08/10/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2005, by ATWOOD MOBILE PRODUCTS, INC., an Illinois corporation ("Grantor"), in favor of WILMINGTON TRUST COMPANY and its successors and assigns, in its capacity as collateral agent (the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 3, 2005 by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, pursuant to the Security Agreement dated May 3, 2005, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Trademarks" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to the following: (i) all U.S. trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

(c) "Secured Parties" means the Agents, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest, subject to Permitted Liens, in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Notwithstanding anything to the contrary contained herein, the security interests granted pursuant to this Trademark Security Agreement does not include any Excluded Property, as defined in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

ATWOOD MOBILE PRODUCTS, INC.

By: _____
Name: _____
Title: _____

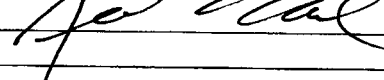
ACCEPTED AND ACKNOWLEDGED
BY:

WILMINGTON TRUST COMPANY
Collateral Agent

By: Rosemary Kennard
Name: Rosemary Kennard
Title: Assistant Vice President

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

ATWOOD MOBILE PRODUCTS, INC.

By: 
Name: _____
Title: _____








ACCEPTED AND ACKNOWLEDGED
BY:

WILMINGTON TRUST COMPANY
Collateral Agent






By: _____
Name: _____
Title: _____

ATWOOD MOBILE PRODUCTS, INC.¹

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner
A Design 	1,366,565	10/22/85	Atwood Mobile Products, Inc.
A Design 	0,832,205	7/18/67	Atwood Mobile Products, Inc.
A Design 	0,774,436	8/4/64	Atwood Mobile Products, Inc.
ATWOOD	1,024,172	11/4/75	Atwood Mobile Products, Inc.
ATWOOD	1,027,869	12/23/75	Atwood Mobile Products, Inc.
ATWOOD	1,323,099	3/5/85	Atwood Mobile Products, Inc.
ATWOODAIR 	1,443,019	6/16/87	Atwood Mobile Products, Inc.
BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	2,832,644	4/13/04	Atwood Mobile Products, Inc.
Design 	1,739,672	12/15/92	Atwood Mobile Products, Inc.
Design 	2,397,577	10/24/00	Atwood Mobile Products, Inc.
Design 	2,907,630	12/7/04	Atwood Mobile Products, Inc.

¹ If and to the extent that a grant of a security interest in the ITUs would violate section 10 of the Trademark Act, then notwithstanding anything to the contrary contained herein no grant of a security interest in any such ITU's shall attach until such time as a verified statement of use has been filed with respect thereof pursuant to Section 1(d) of the Trademark Act.

Mark	Registration No.	Registration Date	Owner
DURALEG	2,891,724	10/5/04	Atwood Mobile Products, Inc.
EXCALIBUR	2,351,548	5/23/00	Atwood Mobile Products, Inc.
EXCEL 	0,972,219	11/6/73	Atwood Mobile Products, Inc.
HOT 	2,864,343	7/20/04	Atwood Mobile Products, Inc.
HYDRO FLAME	0,848,652	5/7/68	Atwood Mobile Products, Inc.
HYDRO FLAME	0,737,911	9/18/62	Atwood Mobile Products, Inc.
LEVELEGS	2,843,565	5/18/04	Atwood Mobile Products, Inc.
PRO TOW'D	2,842,216	5/18/04	Atwood Mobile Products, Inc.
PRO TOW'D 	2,842,214	5/18/04	Atwood Mobile Products, Inc.
PROTECTOR	1,997,527	8/27/96	Atwood Mobile Products, Inc.
PRO-TOW 	1,702,479	7/21/92	Atwood Mobile Products, Inc.
WEDGEWOOD VISION	2,535,804	2/5/02	Atwood Mobile Products, Inc.
WEDGEWOOD 	1,662,376	10/29/91	Atwood Mobile Products, Inc.