

**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
National R.V. Holdings, Inc.		08/12/2005	CORPORATION: DELAWARE
National R.V. Inc.		08/12/2005	CORPORATION: CALIFORNIA
Country Coach, Inc.		08/12/2005	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	UPS Capital Corporation, Inc., as Agent
Street Address:	35 Glenlake Parkway, N.E.
Internal Address:	Suite 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	1861387	AFFINITY BY COUNTRY COACH
Registration Number:	1980048	ALLURE BY COUNTRY COACH
Registration Number:	2752523	BLAZE'N
Registration Number:	2206280	CONCEPT
Registration Number:	1304928	COUNTRY CAMPER
Registration Number:	1304924	COUNTRY COACH
Registration Number:	2048241	COUNTRY COACH DESTINATIONS
Registration Number:	1120461	DOLPHIN
Registration Number:	2215430	DURAFRAME
Registration Number:	2527543	DYNOMAX
Registration Number:	1906457	INTRIGUE BY COUNTRY COACH

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Registration Number:	2377872	ISLANDER
Registration Number:	2743955	LEXA
Registration Number:	2133616	MAGNA BY COUNTRY COACH
Registration Number:	2464444	MARLIN
Registration Number:	2790676	NATIONAL RV
Registration Number:	2458407	PALISADES
Registration Number:	2749967	RAGE'N
Registration Number:	1366571	SEA BREEZE
Registration Number:	2360065	SEA VIEW NATIONAL R.V., INC.
Registration Number:	2154280	SEAVIEW
Registration Number:	2388565	SURFSIDE
Registration Number:	2114726	TRADEWINDS
Registration Number:	1725423	TROPI-CAL
Registration Number:	2755738	YOUR OWN PRIVATE ISLAND

**CORRESPONDENCE DATA**

Fax Number: (404)572-5149  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4045722611  
Email: vfitzpatrick@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 191 Peachtree Street  
Address Line 2: c/o Vandy F. Fitzpatrick  
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	08/15/2005

**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 12, 2005, is made by the undersigned (collectively, the "Company") to and in favor of UPS CAPITAL CORPORATION, a Delaware corporation ("UPSC"), as Agent (UPSC, in such capacity, the "Agent"), for itself and the other lenders (UPSC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### WITNESSETH:

#### RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Security Agreement, the Company, for its benefit and the ratable benefit of Lenders, has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as hereinafter defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of Lenders, all of the Company’s right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time, the Company shall own, and may use and enjoy, the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and security interest and collateral assignment herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent and each Lender for all expenses, including attorneys' fees, incurred by the Agent and/or any Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.


“COMPANY”

NATIONAL R.V. HOLDINGS, INC.


By: 

Name: Thomas J. Martini  
Title: Chief Financial Officer

NATIONAL R.V., INC.

By:   
Name: Thomas J. Martini  
Title: Treasurer

COUNTRY COACH, INC.

By:   
Name: Thomas J. Martini  
Title: Treasurer

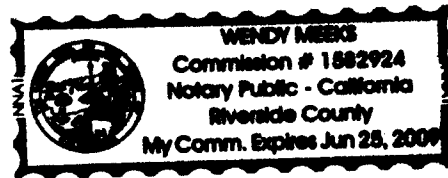
On August 11<sup>th</sup>, 2005, before me personally came Thomas J. Martini, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Chief Financial Officer of National R.V. Holdings, Inc., who being by me duly sworn, did depose and say that ~~he~~(she) is the Chief Financial Officer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that ~~he~~(she) signed his (her) name thereto by like order; and that ~~he~~(she) acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

My Commission Expires:

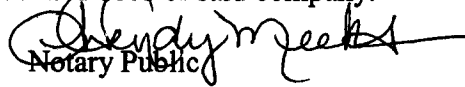
June 25, 2009

[NOTARIAL SEAL]





On August 11<sup>th</sup>, 2005, before me personally came Thomas J. Martini, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Treasurer of National R.V., Inc., who being by me duly sworn, did depose and say that he (she) is the Treasurer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

My Commission Expires:  
June 25, 2009

[NOTARIAL SEAL]



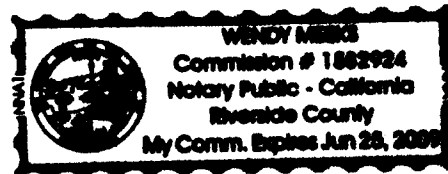
On August 11<sup>th</sup>, 2005, before me personally came Thomas J. Martini, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Treasurer of Country Coach, Inc., who being by me duly sworn, did depose and say that he (she) is the Treasurer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

*Wendy Mills*  
Notary Public

My Commission Expires:

June 25, 2009

[NOTARIAL SEAL]



**SCHEDULE I**  
**REGISTERED U.S. TRADEMARKS**

<b>Mark or Title</b>	<b>Reg. Date</b>	<b>Registration Number</b>
Affinity by Country Coach	11/01/1994	1,861,387
Allure by Country Coach	06/11/1996	1,980,048
Blaze'n	04/19/2003	2,752,523
CC Design	-	NOA to Issue
Concept	12/01/1998	2,206,280
Country Camper	11/13/1984	1,304,928
Country Coach	11/13/1984	1,304,924
Country Coach Destinations	03/25/1997	2,048,241
Dolphin	06/19/1979	1,120,461
Duraframe	12/29/1998	2,215,430
Dynomax	01/08/2002	2,527,543
Intrigue by Country Coach	07/18/1995	1,906,457
Islander	08/15/2000	2,377,872
Lexa	07/29/2003	2,743,955
Magna by Country Coach	02/03/1998	2,133,616
Marlin	06/26/2001	2,464,444
National RV	12/09/2003	2,790,676
Palisades	06/05/2001	2,458,407
Rage'n	08/12/2003	2,749,967
Sea Breeze & Design	10/22/1985	1,366,571
Sea View National R.V. Inc. (LOGO)	06/20/2000	2,360,065
Seaview	04/28/1998	2,154,280
Surfside	09/19/2000	2,388,565
Tradewinds	11/18/1997	2,114,726
Tropi-Cal	10/20/1992	1,725,423
Your Own Private Island	08/26/2003	2,755,738