

08-14-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

MRD 8-11.06 REC T



103288631

To the Director of the U. S. Patent and Trademark Office

Transmit the following in the form of the new address(es) below.

**1. Name of conveying party(ies):**

Coachmen Industries, Inc., Coachmen Recreational Vehicle Company, LLC, Viking Recreational Vehicles, LLC, All American Homes, LLC, All American Building Systems, LLC and Mod-U-Kraf Homes, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Indiana  
☒ Other LLC - Indiana, Michigan and Virginia

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 2, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: LaSalle Business Credit, LLC, as Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 135 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA

Zip: 60603-4105

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See continuation to Item 4 attached hereto

B. Trademark Registration No.(s)

See continuation to Item 4 attached hereto

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

56

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,415.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

*Gayle D. Grocke*

Signature

8/10/2006

Date

Gayle D. Grocke

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/14/2006 DBYRNE 00000128 78468465

01 FC:8521 40.00 OP  
02 FC:8522 1375.00 OP  
03 FC:8523 120.00 OP

TRADEMARK  
REEL: 003369 FRAME: 0360

**Continuation of Item 4 to Trademark Recordation Form Cover Sheet**

4. Application numbers or registration numbers and identification or description of the Trademarks:

**A. Trademark Application No.(s):**

78468465  
78818706  
78819271  
78519142  
78708702  
78668678  
78610155  
78708460  
78810714  
78519134

**B. Trademark Registration No.(s):**

2828285	2738002	2703973
3068746	2900259	1153079
2988614	2650321	2450298
1370162	2672163	1844313
2128800	1578899	847302
1129915	2378499	1621092
2679506	936496	1344259
2685199	2220310	3065393
1126727	1621092	2935687
829703	1336530	2344510
1344258	1775140	2892489
1044077	1247011	2919437
991813	1756711	2919438
1442001	577100	1663159
2967030	1340534	
2361004	2344730	

## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 2, 2006, is entered into by COACHMEN INDUSTRIES, INC. (“**Coachmen**”), an Indiana corporation, COACHMEN RECREATIONAL VEHICLE COMPANY, LLC (“**Coachmen RV**”), an Indiana limited liability company, VIKING RECREATIONAL VEHICLES, LLC (“**Viking**”), a Michigan limited liability company, ALL AMERICAN HOMES, LLC (“**AAH**”), an Indiana limited liability company, ALL AMERICAN BUILDING SYSTEMS, LLC (“**AABS**”), an Indiana limited liability company, and MOD-U-KRAF HOMES, LLC (“**Mod-U-Kraf**”), a Virginia limited liability company (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of LASALLE BUSINESS CREDIT, LLC, in its capacity as Agent for the Lenders defined below (in such capacity, the “**Agent**”).

### **RECITALS**

A. The Grantors and their affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”) with various financial institutions (the “**Lenders**”) and the Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or their affiliates, and pursuant to which certain obligations owed to the Lenders are secured.

B. Pursuant to the Loan and Security Agreement, the Grantors are required to execute and deliver this Agreement to the Agent, for the ratable benefit of the Lenders.

C. Pursuant to the terms of the Loan and Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

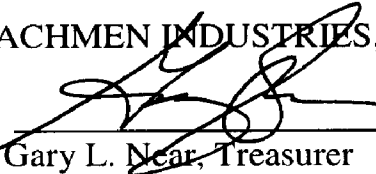
- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

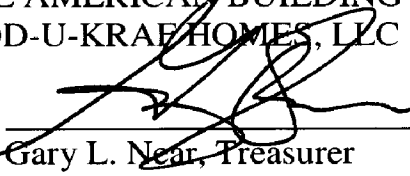
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

[signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COACHMEN INDUSTRIES, INC.  
By:   
\_\_\_\_\_  
Gary L. Near, Treasurer

COACHMEN RECREATIONAL VEHICLE COMPANY, LLC  
VIKING RECREATIONAL VEHICLES, LLC  
ALL AMERICAN HOMES, LLC  
ALL AMERICAN BUILDING SYSTEMS, LLC  
MOD-U-KRAE HOMES, LLC  
By:   
\_\_\_\_\_  
Gary L. Near, Treasurer

Acknowledged:

LASALLE BUSINESS CREDIT, LLC,  
as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COACHMEN INDUSTRIES, INC.

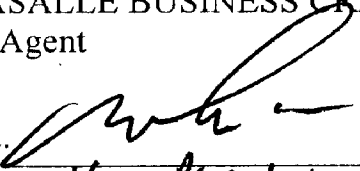
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COACHMEN RECREATIONAL VEHICLE COMPANY, LLC  
VIKING RECREATIONAL VEHICLES, LLC  
ALL AMERICAN HOMES, LLC  
ALL AMERICAN BUILDING SYSTEMS, LLC  
MOD-U-KRAF HOMES, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

LASALLE BUSINESS CREDIT, LLC,  
as Agent

By:  \_\_\_\_\_  
Title: V. A. President

to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Grantor</b>	<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>
Coachmen RV		78468465	pending
AAH		76296256	2,828,285
AABS		76571223	3,068,746
AABS		76580930	2,988,614
AAH		78818706	pending
AAH		73534039	1,370,162
AAH		76238079	2,738,002
AAH		76401463	2,900,259
AAH		76147225	2,650,321
Coachmen RV		76396005	2,672,163
Coachmen RV		73807790	1,578,899
Coachmen		76342371	2,703,973
Coachmen		73235260	1,153,079
Coachmen RV		75657498	2,450,298
Coachmen			1,530,691
Coachmen			2,617,324
Coachmen RV		74372366	1,844,313
Coachmen	TMA173,560		
Coachmen RV		72267505	847,302

Coachmen RV		78519134	pending
Coachmen	A330,667		
Coachmen	TMA253,976		
Coachmen			1,111,687
Coachmen			999,420
Coachmen			369,927
Coachmen RV		75219799	2,128,800
Coachmen RV		73192813	1,129,915
Coachmen RV		76023873	2,679,506
Coachmen RV		76029198	2,685,199
Coachmen		73190433	1,126,727
AABS		78819271	pending
Coachmen RV		75503269	2,378,499
Coachmen RV		72385300	936,496
Coachmen RV		75370596	2,220,310
Coachmen RV		73820408	1,621,092
Coachmen RV		73510271	1,344,259
Coachmen RV		78489887	3,065,393
Coachmen RV		1,168,126	661,894
Coachmen RV		76440637	2,935,687
Coachmen RV		78519142	pending
Coachmen RV		72244719	829,703
Viking		78708702	pending
Coachmen RV		73491901	1,336,530



Coachmen RV		78668678	pending
Coachmen RV		75481605	2,344,510
Coachmen RV		73510270	1,344,258
Coachmen RV		78610155	pending
Coachmen RV		73070430	1,044,077
Coachmen RV		78708460	pending
Mod-U-Kraf		72457195	991,813
Coachmen RV		73598542	1,442,001
Coachmen RV		74319513	1,775,140
Coachmen RV		73381818	1,247,011
Coachmen RV		74294751	1,756,711
Coachmen RV		71637992	577,100
Coachmen RV	TMA656,590	1168125	
Coachmen RV		76440638	2,892,489
AAH		76438713	2,919,437
AAH		76438714	2,919,438
Coachmen RV		76390806	1,663,159
Coachmen	TMA356,204		
Coachmen RV		78425119	2,967,030
Viking		73375262	1,340,534
Viking		78810714	pending
Coachmen RV		75233222	2,361,004
Coachmen RV		75560182	2,344,730

**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

<b>Grantor</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>	<b>Country</b>
Coachmen RV		29/218,196		11/29/2004	US
Coachmen RV	6,481,800	09/784,241	11/19/2002	2/15/2001	US
Coachmen RV	2,371,254	N/A	2/14/2002	2/14/2002	Canada
Coachmen RV	D327,864	559,552	7/14/1992	7/23/1990	US
Coachmen	6,048,190	09/149,915	4/11/2000	9/9/1998	US
Coachmen	4,784,414	90,596	11/15/1988	8/28/1987	US
Coachmen	4,842,325	111,866	6/27/1989	10/23/1987	US
Coachmen	5,114,183	585,320	5/19/1992	9/19/1990	US
Coachmen	5,231,710	915,319	8/3/1993	7/20/1992	US