

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Coach LLC		04/08/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Riley Investment Management LLC, as Collateral Agent
Street Address:	11100 Santa Monica Blvd.
Internal Address:	Suite 810
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3011203	AFFINITY
Registration Number:	1861387	AFFINITY BY COUNTRY COACH
Registration Number:	3157476	ALLURE
Registration Number:	1980048	ALLURE BY COUNTRY COACH
Registration Number:	3085833	CC
Registration Number:	1304924	COUNTRY COACH
Registration Number:	2048241	COUNTRY COACH DESTINATIONS
Serial Number:	77372183	SACRAMENTO COUNTRY COACH SHOWCASE
Registration Number:	2527543	DYNOMAX
Registration Number:	2988809	INSPIRE
Registration Number:	3120537	INTRIGUE
Registration Number:	1906457	INTRIGUE BY COUNTRY COACH
Serial Number:	77398210	LANAI

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Registration Number:	2743955	LEXA
Serial Number:	77160782	MAGNA
Registration Number:	2133616	MAGNA BY COUNTRY COACH
Serial Number:	78556315	RHAPSODY
Serial Number:	77319577	SYMPHONY
Serial Number:	77271816	TRIBUTE 260
Serial Number:	78559731	VIPER

CORRESPONDENCE DATA

Fax Number: (213)996-3123
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836123
Email: bethanyware@paulhastings.com
Correspondent Name: Bethany Ware
Address Line 1: 515 SOUTH FLOWER STREET
Address Line 2: 25th FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	29501.00041
NAME OF SUBMITTER:	Bethany L. Ware
Signature:	/Bethany L. Ware/
Date:	04/11/2008

Total Attachments: 30

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of April 8, 2008, between Country Coach LLC, a Delaware limited liability company (the "Debtor"), and Riley Investment Management LLC, a Delaware limited liability company, as the collateral agent for the purchasers (the "Purchasers") who are parties to the Purchase Agreement (as hereinafter defined) (in such capacity, the "Collateral Agent").

Recitals

WHEREAS, Country Coach Holdings LLC, a Delaware limited liability company, the Company, the Purchasers, and the Collateral Agent are parties to that certain Note and Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, it is a condition precedent to the agreement of the Purchasers to enter into the Purchase Agreement and to extend credit to the Company thereunder that Debtor execute and deliver this Agreement as security for the payment and performance of all obligations of Debtor to the Purchasers.

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

ARTICLE 1

GRANT OF SECURITY

Section 1.1 Grant of Security. Debtor hereby grants to the Collateral Agent for the benefit of the Purchasers a lien and continuing security interest ("Security Interest") in and to, and a right of set-off against, all of the following personal property and fixtures of Debtor, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) all Accounts;
- (b) all Books;
- (c) all Chattel Paper;
- (d) all Documents;
- (e) all General Intangibles (including Marks, Copyrights, Patents, payment intangibles, Proprietary Information and Trade Secrets);

- (f) all Goods (including Inventory, Equipment and Fixtures);
- (g) all Instruments;
- (h) all Investment Property, including (i) all shares of the capital stock or membership interests of each subsidiary owned or held by Debtor, whether now owned or hereafter formed or acquired (including those shares and membership interests being listed and described on Schedule A attached hereto), and all substitutions and additions to such shares (herein, the "Pledged Securities"), (ii) all dividends, distributions, and sums distributable or payable from, upon or in respect of the Pledged Securities, and (iii) all other rights and privileges incident to the Pledged Securities (all of the foregoing being hereinafter referred to collectively as the "Stock Collateral");
- (i) all Deposit Accounts of Debtor, including all blocked accounts, concentration accounts, disbursement accounts, and all other bank accounts and all deposits therein;
- (j) all money, cash or cash equivalents of Debtor;
- (k) all Supporting Obligations and Letter-of-Credit Rights of Debtor;
- (l) all Commercial Tort Claims of Debtor, including the Commercial Tort Claims identified on Schedule B hereto; and
- (m) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Section 1.2 Security for Obligations. This Agreement and the Security Interest shall secure the payment and performance of the Obligations.

ARTICLE 2

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

Section 2.1 Necessary Filings. All financing statements necessary or appropriate to perfect the security interest granted by Debtor to the Collateral Agent for the benefit of the Purchasers hereby in respect of the Collateral, which can be perfected by the filing of a financing statement, have been filed and the Security Interest granted to the Collateral Agent for the benefit of the Purchasers pursuant to this Agreement in and to such Collateral constitutes a perfected Security Interest therein (to the extent that the same can be perfected by filing) prior to the rights of all other persons or entities therein (other than any such rights pursuant to the Permitted Liens) and subject to no other Liens (other than Permitted Liens) and is entitled to all the rights,

priorities and benefits afforded by the Uniform Commercial Code of the State of California to perfected security interests.

Section 2.2 No Liens. Debtor is, and as to Collateral acquired by it from time to time after the date hereof Debtor will be, the owner of all Collateral pledged by it hereunder free from any Lien, security interest, encumbrance or other right, title or interest of any person or entity (other than Permitted Liens), and Debtor shall defend the Collateral against all claims and demands of all persons or entities at any time claiming the same or any interest therein (other than in connection with Permitted Liens) adverse to the Collateral Agent or the Purchasers.

Section 2.3 Other Financing Statements. As of the date hereof, there is no financing statement covering or purporting to cover any interest of any kind in the Collateral (other than financing statements filed in respect of Permitted Liens), and so long as any Obligations or commitments with respect thereto are outstanding, Debtor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by Debtor to the Collateral Agent or in connection with Permitted Liens.

Section 2.4 Chief Executive Office; Records.

(a) As of the date hereof, the chief executive office of Debtor is located at the address indicated on Schedule C hereto for Debtor. Debtor will not move its chief executive office except to such new location as Debtor may establish in accordance with the last sentence of this Section 2.4. A complete set of books of account and records of Debtor relating to the Accounts, Books, Chattel Paper and Documents are, and will continue to be, kept at such chief executive office, at one or more of the other record locations set forth on Schedule C hereto for Debtor or at such new locations as Debtor may establish in accordance with the last sentence of this Section 2.4.

(b) All Accounts, Books, Chattel Paper and Documents of Debtor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above or such new location established in accordance with the last sentence of this Section 2.4. Debtor shall not establish new locations for such offices until (i) it shall have given to the Collateral Agent and the Purchasers not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (ii) with respect to such new location, it shall have taken all action reasonably satisfactory to the Collateral Agent, to maintain the security interest of the Collateral Agent for the benefit of the Purchasers in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

Section 2.5 Location of Inventory and Equipment. As of the date hereof, all Inventory and Equipment held by Debtor is located at one of the locations shown on Schedule D hereto. Debtor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Schedule D hereto, or such new location as Debtor may establish in accordance with the last sentence of this Section

2.5. Debtor may establish a new location for Inventory and Equipment in a jurisdiction in which Debtor currently does business and with respect to which the Collateral Agent for the benefit of the Purchasers has a first perfected security interest in such Inventory and Equipment (subject to Permitted Liens). Debtor may establish a new location outside of a jurisdiction in which it currently does business and with respect to which the Collateral Agent for the benefit of the Purchasers has a first perfected security interest (subject to Permitted Liens) in such Inventory and Equipment only if (a) it shall have given to the Collateral Agent and the Purchasers not less than 10 days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) with respect to such new location, it shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the security interest of the Collateral Agent for the benefit of the Purchasers in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

Section 2.6 Recourse. This Agreement is made with full recourse to Debtor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of Debtor contained herein, in the Purchase Agreement and the other Note Documents and otherwise in writing in connection herewith or therewith.

Section 2.7 Trade Names; Change of Name. Debtor's legal name, jurisdiction of organization and organizational number (if any) are correctly set forth on Schedule E of this Agreement. Debtor has not transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on Schedule E attached hereto. Debtor shall not change its jurisdiction of organization without the prior written consent of the Collateral Agent and the Required Purchasers. Debtor shall not change its legal name or transact business under any other trade name without first giving 30 days' prior written notice of its intent to do so to the Collateral Agent and the Purchasers. With respect to such new name or jurisdiction of organization, Debtor shall have taken all action reasonably requested by the Collateral Agent to maintain the Security Interest at all times fully perfected and in full force and effect.

Section 2.8 Deposit Accounts; Securities Accounts. Schedule I attached hereto sets forth all of the Deposit Accounts and Securities Accounts held by Debtor as of the date hereof.

ARTICLE 3

SPECIAL PROVISIONS CONCERNING ACCOUNTS; INSTRUMENTS; DEPOSIT ACCOUNTS; SECURITIES ACCOUNTS

Section 3.1 Additional Representations and Warranties. As of the time when each of its Accounts arises, Debtor shall be deemed to have represented and warranted that such Account, and all records, papers and documents relating thereto are what they purport to be in all material respects, and that such Account will, to the best knowledge of Debtor, evidence true and valid obligations of the account debtor named therein.

Section 3.2 Maintenance of Records. Debtor will keep and maintain at its own cost and expense, records of its Accounts and Debtor will make the same available on Debtor's premises to the Collateral Agent for inspection, at Debtor's own cost and expense, at any and all reasonable times upon reasonable prior notice to Debtor. Upon the occurrence and during the continuance of an Event of Default and at the reasonable request of the Collateral Agent at the direction of the Required Purchasers, Debtor shall, at its own cost and expense, deliver all tangible evidence of its Accounts, including, without limitation, all documents evidencing the Accounts) and such books and records to the Collateral Agent for the benefit of the Purchasers or to its representatives (copies of which evidence and books and records may be retained by Debtor). If the Collateral Agent at the direction of the Required Purchasers so directs, upon the occurrence and during the continuance of an Event of Default, Debtor shall legend, in form and manner satisfactory to the Collateral Agent, the Accounts, as well as books, records and documents of Debtor evidencing or pertaining to such receivables and contracts with an appropriate reference to the fact that such receivables and contracts have been assigned to the Collateral Agent for the benefit of the Purchasers and that the Collateral Agent for the benefit of the Purchasers has a security interest therein.

Section 3.3 Direction to Account Debtor; Contracting Parties; etc. Subject to the Intercreditor Agreement (as defined in the Purchase Agreement), upon the occurrence and during the continuance of an Event of Default, and if the Collateral Agent at the direction of the Required Purchasers so directs Debtor, Debtor agrees (a) to cause all payments on account of the Accounts to be made directly to the Cash Collateral Account, (b) that the Collateral Agent for the benefit of the Purchasers may, at its option, directly notify the obligors with respect to any Accounts to make payments with respect thereto as provided in preceding clause (a) and (c) that the Collateral Agent for the benefit of the Purchasers may enforce collection of any such Accounts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as Debtor. Without notice to or assent by Debtor, the Collateral Agent for the benefit of the Purchasers may apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account which application shall be effected in the manner provided in Section 8.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by Debtor or the Collateral Agent, shall be borne by Debtor. The Collateral Agent shall deliver a copy of each notice referred to in the preceding clause (b) to Debtor; provided, that the failure by the Collateral Agent to so notify or deliver a copy of each notice to Debtor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 3.3.

Section 3.4 Modification of Terms; etc. Debtor shall not rescind or cancel any indebtedness evidenced by any Account, or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Account, or interest therein, without the prior written consent of the Collateral Agent and the Required Purchasers, except in accordance with Debtor's commercially reasonable business practices; provided, that, upon the occurrence and during the continuance of an Event of Default the foregoing exception shall not be applicable.

Section 3.5 Collection. Debtor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Accounts, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Accounts and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account. The reasonable costs and expenses (including, without limitation, attorneys' fees) of collection, if incurred by Debtor or the Collateral Agent, shall be borne by Debtor.

Section 3.6 Instruments. If Debtor owns or acquires any Instrument constituting Collateral, at the Collateral Agent's request upon the occurrence and during the continuation of an Event of Default, Debtor will promptly deliver such Instrument to the Collateral Agent for the benefit of the Purchasers appropriately endorsed to the order of the Collateral Agent as further security hereunder. At the request of the Collateral Agent, Debtor that owns or acquires any other Instrument constituting Collateral will, within 5 business days, promptly deliver such Instrument to the Collateral Agent for the benefit of the Purchasers appropriately endorsed to the order of the Collateral Agent as further security hereunder.

Section 3.7 Deposit Accounts; Securities Accounts. At the request of the Collateral Agent or the Required Purchasers, Debtor shall obtain an authenticated Control Agreement, from each bank maintaining a Deposit Account for Debtor. At the request of the Collateral Agent or the Required Purchasers, Debtor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for Debtor.

ARTICLE 4

SPECIAL PROVISIONS CONCERNING MARKS

Section 4.1 Additional Representations and Warranties. Debtor represents and warrants that, as of the date hereof, it is the true and lawful owner of all right, title and interest to or otherwise has the right to use the registered Marks listed in Schedule F hereto and that, as of the date hereof said listed Marks constitute all the marks and applications for marks registered in the United States Patent and Trademark Office that Debtor presently owns or uses in connection with its business. Debtor represents and warrants that it owns, is licensed to use or otherwise has the right to use all material Marks that it uses. Debtor further warrants that it has no knowledge of any third party claim that any aspect of Debtor's present or contemplated business operations infringes or will infringe any trademark, service mark or trade name in any respect which could reasonably be expected to have a material adverse effect on the business, operations, property, assets, liabilities or condition (financial or otherwise) of Debtor. Debtor represents and warrants that except as listed on Schedule F, as of the date hereof it is the beneficial and record owner of all trademark registrations and applications listed in Schedule F hereto and that said registrations are valid and subsisting, and that no Debtor is aware of any third-party claim that any of said registrations in respect of any material Mark is invalid or unenforceable. Debtor hereby grants to the Collateral Agent for the benefit of the Purchasers an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be

required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark, and record the same.

Section 4.2 Infringements. Debtor agrees, promptly upon learning thereof, to notify the Collateral Agent and the Purchasers in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who Debtor believes is infringing or diluting or otherwise violating in any material respect any of Debtor's rights in and to any material Mark, or with respect to any party claiming that Debtor's use of any material Mark violates in any material respect any property right of that party. Debtor further agrees to prosecute any Person infringing any material Mark in accordance with reasonable business practices.

Section 4.3 Preservation of Marks. Debtor agrees to use its Marks as required in each of the applicable jurisdictions during the time in which this Agreement is in effect, sufficiently to preserve such Marks (and any registrations thereto) as trademarks or service marks under the laws of the United States and any other applicable law; provided, that, prior to any Default or Event of Default, no Debtor shall be obligated to preserve any Mark in the event Debtor determines, in its reasonable business judgment, that the preservation of such Mark is no longer desirable in the conduct of its business.

Section 4.4 Maintenance of Registration. Debtor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its registered Marks pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without the prior written consent of Collateral Agent; provided, that, prior to any Default or Event of Default, no Debtor shall be obligated to maintain any Mark in the event that Debtor determines, in its reasonable business judgment, that the maintenance of such Mark is no longer necessary or desirable in the conduct of its business.

Section 4.5 Future Registered Marks. If any Mark registration issues hereafter to a Debtor as a result of any application now or hereafter pending before the United States Patent and Trademark Office or if a Debtor acquires any registered Mark after the date hereof, within 30 days of such registration or acquisition, Debtor shall deliver to the Collateral Agent a copy of such registration, and an assignment for security in such Mark, to the Collateral Agent and at the expense of Debtor, confirming the assignment for security in such Mark to the Collateral Agent for the benefit of the Purchasers hereunder, in such form as may be reasonably satisfactory to the Collateral Agent.

Section 4.6 Remedies. Subject to the Intercreditor Agreement, if an Event of Default shall occur and be continuing, the Collateral Agent for the benefit of the Purchasers may take any or all of the following actions at the direction of the Required Purchasers: (a) declare the entire right, title and interest of Debtor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested in the Collateral Agent for the benefit of the

Purchasers, in which event the rights, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Purchasers, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 4.1 hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (b) take and use or sell the Marks and the goodwill of Debtor's business symbolized by the Marks and the right to carry on the business and use the assets of Debtor in connection with which the Marks have been used; and (c) direct Debtor to refrain, in which event Debtor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Collateral Agent, change Debtor's limited liability company name to eliminate therefrom any use of any Mark and execute such other and further documents that the Collateral Agent may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Purchasers.

Section 4.7 Collateral Assignment. This Agreement is made for collateral security purposes only. This Agreement and the Collateral Agent's Security Interest in the Marks shall continue in full force and effect as long as any Obligations shall be owed to the Purchasers (or any of said Purchasers). Upon payment in full of the Obligations and termination of the Purchase Agreement, this Agreement shall terminate and the Collateral Agent shall promptly execute and deliver to Debtor, at Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Collateral Agent's security interest in the Marks, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement or the Purchase Agreement.

ARTICLE 5

SPECIAL PROVISIONS CONCERNING PATENTS, COPYRIGHTS AND TRADE SECRETS

Section 5.1 Additional Representations and Warranties. Debtor represents and warrants that, as of the date hereof, it is the true and lawful owner of all rights in (a) all material Trade Secrets and Proprietary Information necessary to operate the business of Debtor, (b) the Patents listed in Schedule G hereto for Debtor and that said Patents constitute all the patents and applications for patents that Debtor owns on the date hereof and (c) the Copyrights listed in Schedule H hereto and that said Copyrights constitute all registrations of copyrights and applications for copyright registrations that Debtor owns on the date hereof. Debtor further warrants that it has no knowledge of any third party claim that any aspect of Debtor's present or contemplated business operations infringes or will infringe any patent or any copyright or Debtor has misappropriated any Trade Secret or Proprietary Information, in each case in any respect which could reasonably be expected to have a material adverse effect on the business, operations, property, assets, liabilities or condition (financial or otherwise) of Debtor. Debtor hereby grants to the Collateral Agent for the benefit of the Purchasers an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office or the United States Copyright Office in order to effect an absolute assignment of all right, title and interest in each Patent and Copyright, and to record the same.

Section 5.2 Infringements. Debtor agrees, promptly upon learning thereof, to furnish the Collateral Agent and the Purchasers in writing with all pertinent information available to Debtor with respect to any infringement, contributing infringement or active inducement to infringe in any material respect any material Patent or Copyright or to any claim that the practice of any material Patent or the use of any material Copyright violates in any material respect any property right of a third party, or with respect to any misappropriation of any material Trade Secret Right or any claim that practice of any material Trade Secret Right violates in any material respect any property right of a third party. Debtor further agrees, to the extent consistent with reasonable business practices, to prosecute any Person infringing any Patent or Copyright or any Person misappropriating any Trade Secret Right.

Section 5.3 Maintenance of Patents. At its own expense, Debtor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force rights under each Patent, absent prior written consent of the Collateral Agent; provided, that, Debtor shall not be obligated to maintain any Patent in the event Debtor determines, in its reasonable business judgment, that the maintenance of such Patent is no longer necessary or desirable in the conduct of its business.

Section 5.4 Prosecution of Patent Application. At its own expense, Debtor shall diligently prosecute all applications for Patents for Debtor and shall not abandon any such application prior to exhaustion of all administrative and judicial remedies, absent written consent of the Collateral Agent; provided, that, Debtor shall not be obligated to prosecute any application in the event Debtor determines, in its reasonable business judgment, that the prosecuting of such application is no longer necessary or desirable in the conduct of its business.

Section 5.5 Other Patents and Copyrights. If any Patent registration issues hereafter to Debtor as a result of any application now or hereafter pending before the United States Patent and Trademark Office or if Debtor acquires any registered Patent after the date hereof, within 30 days of such registration or acquisition, Debtor shall deliver to the Collateral Agent a copy of such registration, and an assignment for security in such Patent, to the Collateral Agent and at the expense of Debtor, confirming the assignment for security in such Patent to the Collateral Agent for the benefit of the Purchasers hereunder, in such form as may be reasonably satisfactory to the Collateral Agent. At least 10 days prior to any registration of a Copyright or acquisition of a registered Copyright, Debtor shall deliver to the Collateral Agent a copy of such registration, with an assignment for security as to such Copyright to the Collateral Agent for the benefit of the Purchasers and at the expense of Debtor, confirming the assignment for security, in such form as may be reasonably satisfactory to the Collateral Agent.

Section 5.6 Remedies. Subject to the Intercreditor Agreement, if an Event of Default shall occur and be continuing, the Collateral Agent for the benefit of the Purchasers may take any or all of the following actions at the direction of the Required Purchasers: (a) declare the entire right, title, and interest of Debtor in each of the Patents and Copyrights vested in the Collateral Agent for the benefit of the Purchasers, in which event such right, title, and interest shall immediately vest in the Collateral Agent for the benefit of the Purchasers, in which case the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 5.1 hereof to execute, cause to be acknowledged and notarized and to record said absolute

assignment with the applicable agency; (b) take and practice or sell the Patents and Copyrights; and (c) direct Debtor to refrain, in which event Debtor shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and Debtor shall execute such other and further documents as the Collateral Agent may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Collateral Agent for the benefit of the Purchasers.

ARTICLE 6

SPECIAL PROVISIONS CONCERNING STOCK COLLATERAL

Section 6.1 Additional Representations. Debtor has the right to vote the Pledged Securities and there are no restrictions upon the voting rights associated with, or the transfer of, any of the Pledged Securities, except as provided by federal and state laws applicable to the sale of securities generally and the terms of this Agreement. The Pledged Securities have been validly issued and, except as described on Schedule A, are fully paid and non-assessable. Except as set forth on Schedule A, there are no outstanding commitments or other obligations of the issuers of any of the Pledged Securities to issue, and no options, warrants or other rights of any individual or entity to acquire, any share of any class or series of capital stock of such issuers. The Pledged Securities listed and described on Schedule A attached hereto constitute the percentage of the issued and outstanding capital stock of each series and class of the issuers thereof as set forth thereon owned by the relevant Debtor. Debtor agrees that in the event any such issuer shall issue any additional capital stock of any series or class (whether or not entitled to vote) to Debtor or otherwise on account of its ownership interest therein Debtor will forthwith pledge hereunder, or cause to be pledged hereunder, all such additional shares of such capital stock.

Section 6.2 Delivery of Certificates. The certificates for all shares or units of the Pledged Securities evidenced by a certificate shall be delivered by Debtor to the Collateral Agent for the benefit of the Purchasers duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto. The Collateral Agent for the benefit of the Purchasers may at the direction of the Required Purchasers, at any time after the occurrence of an Event of Default, cause to be transferred into its name or into the name of its nominee or nominees any and all of the Pledged Securities. The Collateral Agent for the benefit of the Purchasers shall at all times have the right to exchange the certificates representing the Pledged Securities for certificates of smaller or larger denominations.

Section 6.3 Remedies. Unless and until an Event of Default hereunder has occurred and is continuing and thereafter until notified by the Collateral Agent at the direction of the Required Purchasers hereof:

(a) Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to the Collateral of Debtor, or any part thereof, for all purposes not inconsistent with the terms of this Agreement or any other document evidencing or otherwise relating to any of the Obligations.

(b) Debtor shall be entitled to receive and retain all dividends and distributions in respect of the Collateral which are paid in cash of whatsoever nature; provided, however, that, such dividends and distributions representing stock or liquidating dividends or a distribution or return of capital upon or in respect of the Pledged Securities or any part thereof or resulting from a split-up, revision or reclassification of the Pledged Securities or any part thereof or received in addition to, in substitution of or in exchange for the Pledged Securities or any part thereof as a result of a merger, consolidation or otherwise, shall be paid, delivered or transferred, as appropriate, directly to the Collateral Agent for the benefit of the Purchasers immediately upon the receipt thereof by Debtor and may, in the case of cash, be applied by the Collateral Agent in accordance with the terms of the Purchase Agreement, whether or not the same may then be due or otherwise adequately secured and shall, in the case of all other property, together with any cash received by the Collateral Agent and not applied as aforesaid, be held by the Collateral Agent for the benefit of the Purchasers pursuant hereto as part of the Collateral pledged under and subject to the terms of this Agreement.

(c) In order to permit Debtor to exercise such voting and/or consensual powers which it is entitled to exercise under subsection (a) above and to receive such distributions which Debtor is entitled to receive and retain under subsection (b) above, the Collateral Agent will, if necessary, upon the written request of Debtor, from time to time execute and deliver to Debtor appropriate proxies and dividend orders.

ARTICLE 7

PROVISIONS CONCERNING ALL COLLATERAL

Section 7.1 Protection of Purchasers' Security. Debtor will at all times keep its Inventory and Equipment insured in favor of the Collateral Agent, at Debtor's own expense to the extent and in the manner provided in the Purchase Agreement; all policies or certificates with respect to such insurance (a) shall be endorsed to the reasonable satisfaction of the Collateral Agent for the benefit of the Collateral Agent on behalf of the Purchasers (including, without limitation, by naming the Collateral Agent as additional insured and loss payee) and (b) shall state that such insurance policies shall not be canceled without 30 days' prior written notice thereof by the insurer to the Collateral Agent; and certified copies of such policies or certificates with respect thereto shall be deposited with the Collateral Agent. If Debtor shall fail to insure its Inventory and Equipment in accordance with the preceding sentence, or if Debtor shall fail to so endorse and deposit all policies or certificates with respect thereto, the Collateral Agent shall have the right (but shall be under no obligation), upon prior written notice to Debtor, to procure such insurance and Debtor agrees to promptly reimburse the Collateral Agent for all reasonable costs and expenses of procuring such insurance. The Collateral Agent shall, at the time any proceeds of such insurance are distributed to the Collateral Agent, apply such proceeds in accordance with Section 8.4 hereof. Debtor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of Debtor to pay the Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to Debtor.

Section 7.2 Further Actions. Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Collateral Agent for the benefit of the Purchasers deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral.

Section 7.3 Financing Statements, etc. Debtor agrees to execute and deliver to the Collateral Agent such further agreements, assignments, instruments, and documents, and to do all such other things, as the Collateral Agent may reasonably deem necessary or appropriate to assure the Collateral Agent's liens and Security Interest hereunder, including, without limitation, (i) such financing statements or other instruments and documents as the Collateral Agent may from time to time reasonably require to comply with the UCC and any other applicable law, (ii) such agreements with respect to patents, trademarks, copyrights, and similar intellectual property rights as the Collateral Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) such control agreements with respect to Deposit Accounts, Investment Property, Letter-of-Credit Rights, and electronic Chattel Paper, and to cause the relevant depository institutions, financial intermediaries, and issuers to execute and deliver such Control Agreements, as the Collateral Agent may from time to time reasonably require. Debtor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Collateral Agent without notice thereof to Debtor wherever the Collateral Agent desires to file the same. Debtor hereby authorizes the Collateral Agent to file any and all financing statements covering the Collateral or any part thereof, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. In the event for any reason the law of any jurisdiction other than California becomes or is applicable to the Collateral or any part thereof, or to any of the Obligations, Debtor agrees to execute and deliver all such agreements, assignments, instruments, and documents and to do all such other things as the Collateral Agent reasonably deems necessary or appropriate to preserve, protect, and enforce the security interest of the Collateral Agent for the benefit of the Purchasers under the law of such other jurisdiction.

ARTICLE 8

REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT

Section 8.1 Remedies; Obtaining the Collateral Upon Default. Subject to the Intercreditor Agreement, Debtor agrees that, if an Event of Default shall have occurred and be continuing, then and in every such case, the Collateral Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the UCC in all relevant jurisdictions, and shall at the direction of the Required Purchasers:

(a) personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from Debtor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon Debtor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of Debtor;

(b) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Accounts) constituting the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Purchasers;

(c) withdraw all monies, securities and instruments in the Cash Collateral Account and/or in any other cash collateral account for application to the Obligations in accordance with Section 8.4 hereof;

(d) sell, assign or otherwise liquidate any or all of the Collateral or any part thereof in accordance with Section 8.2 hereof, or direct Debtor to sell, assign or otherwise liquidate any or all of the Collateral or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation;

(e) take possession of the Collateral or any part thereof, by directing Debtor in writing to deliver the same to the Collateral Agent at any place or places reasonably designated by the Collateral Agent, in which event Debtor shall at its own expense:

(i) forthwith cause the same to be moved to the place or places so designated by the Collateral Agent and there delivered to the Collateral Agent;

(ii) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent as provided in Section 8.2 hereof; and

(iii) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and

(f) license or sublicense, whether on an exclusive or nonexclusive basis, any Marks, Patents or Copyrights included in the Collateral for such term and on such conditions and in such manner as the Collateral Agent shall in its reasonable judgment determine;

it being understood that Debtor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by Debtor of said obligation. The Collateral Agent agrees that, anything to the contrary contained in this Agreement notwithstanding, it shall only exercise remedies upon the occurrence of an Event of Default if directed to do so by the Required Purchasers.

Section 8.2 Remedies; Disposition of the Collateral. Any Collateral repossessed by the Collateral Agent under or pursuant to Section 8.1 hereof and any other Collateral whether or not so repossessed by the Collateral Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as Collateral Agent may, in compliance with any mandatory requirements of applicable law, determine to be reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Collateral Agent or after any overhaul or repair at the expense of Debtor which the Collateral Agent shall determine to be reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 days after the giving of such notice, to the right of Debtor or any nominee of Debtor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified, but in no event in an amount greater than the Obligations then outstanding and provision for any contingent Obligations reasonably acceptable to the Collateral Agent. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Collateral Agent, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in Los Angeles, California. To the extent permitted by any such requirement of law, the Collateral Agent for the benefit of the Purchasers may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor. If, under mandatory requirements of applicable law, the Collateral Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as hereinabove specified, the Collateral Agent need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

Section 8.3 Waiver of Claims. Except as otherwise provided in this Agreement or prohibited by applicable law, (a) DEBTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE COLLATERAL AGENT TAKING POSSESSION OR THE COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH DEBTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, (b) Debtor hereby further waives, to the extent permitted by law:

(i) all damages occasioned by such taking of possession except any damages which are determined by a final, non-appealable court order to have been caused by the Collateral Agent's gross negligence or willful misconduct; and

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder; and

(iii) all rights of redemption, appraisalment, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof, and Debtor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of Debtor therein and thereto, and shall be a perpetual bar both at law and in equity against Debtor and against any and all persons or entities claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under Debtor.

Section 8.4 Application of Proceeds.

(a) All monies collected by the Collateral Agent upon any sale or other disposition of the Collateral, together with all other moneys received by the Collateral Agent hereunder, shall be applied to the payment of the Obligations.

(b) It is understood and agreed that Debtor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral hereunder and the aggregate amount of the Obligations.

Section 8.5 Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, the Purchase Agreement, the other Note Documents or now or hereafter existing at law, in equity or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Purchasers. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Collateral Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. No notice to or demand on Debtor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Purchasers to any other or further action in any circumstances without notice or demand. In the event that the Collateral Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Collateral Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

Section 8.6 Discontinuance of Proceedings. In case the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by

foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case Debtor, the Collateral Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the Security Interest created under this Agreement, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted.

ARTICLE 9

DEFINITIONS

Capitalized terms used in this Agreement without definition having the respective meanings ascribed to such terms in the Purchase Agreement. All other capitalized terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein. In addition, the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

“Agreement” shall mean this Security Agreement as the same may be restated, modified, supplemented or amended from time to time in accordance with its terms.

“Books” means books and records (including Debtor’s Records indicating, summarizing, or evidencing Debtor’s assets (including the Collateral) or liabilities, Debtor’s Records relating to Debtor’s business operations or financial condition, and Debtor’s goods or General Intangibles related to such information).

“Cash Collateral Account” shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Collateral Agent for the benefit of the Purchasers, which shall be established by either (i) Debtor within 15 days of the request of the Collateral Agent or (ii) the Collateral Agent.

“Control Agreement” means a control agreement, in form and substance satisfactory to the Collateral Agent, executed and delivered by Debtor, the Collateral Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).

“Copyrights” shall mean any United States copyright owned (or subject to the rights of ownership) by Debtor, including any registrations of any copyright, in the United States Copyright Office, as well as any application for a copyright registration now or hereafter made with the United States Copyright Office by Debtor.

“Default” shall mean any event which, with notice or lapse of time, or both, would constitute an Event of Default.

“Event of Default” shall mean any Event of Default under, and as defined in, the Purchase Agreement and shall in any event, without limitation, include any payment default on any of the Obligations after the expiration of any applicable grace period.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of title 11 of the United States Code, as in effect from time to time or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Marks" shall mean any United States trademarks, service marks and trade names now owned, subject to a right of ownership or hereafter acquired by Debtor, including any registration of, or application for, any trademarks and service marks in the United States Patent and Trademark Office, and any trade dress including logos and/or designs used by Debtor in the United States.

"Note Documents" shall mean "Note Documents" as defined in the Purchase Agreement.

"Obligations" shall mean (a) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities of Debtor now existing or hereafter incurred under, arising out of or in connection with the Purchase Agreement or this Agreement or the other Note Documents as such relates to the Notes or any of the Notes issued thereunder and the due performance and compliance by Debtor with the terms of the Purchase Agreement, this Agreement and the other Note Documents as such relates to the Notes and each such Note; (b) any and all sums advanced by the Collateral Agent or the Purchasers in accordance with the terms of this Agreement or the Purchase Agreement in order to preserve the Collateral or preserve their security interest in the Collateral; and (c) in the event of any proceeding for the collection or enforcement of any obligations or liabilities referred to in clause (a), after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs, including, in the case of each of clauses (a), (b), and (c), reasonable attorneys' fees and expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding.

"Patents" shall mean any United States patent owned, subject to a right of ownership by or hereafter acquired by Debtor and any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, as well as any application for a United States patent now or hereafter made by either of Debtor or subject to a right of ownership in Debtor.

"Permitted Liens" shall mean "Permitted Liens" as defined in the Purchase Agreement.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Proceeds" shall have the meaning provided in the UCC on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Purchasers or Debtor from time to time

with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Proprietary Information” means all information and know-how worldwide, including, without limitation, technical data, manufacturing data, research and development data, manufacturing data, research and development data, data relating to compositions, processes and formulations, manufacturing and production know-how and experience, management know-how, training programs, manufacturing, engineering and other drawings, specifications, performance criteria, operating instructions, maintenance manuals, technology, technical information, software, engineering and computer data and databases, design and engineering specifications, catalogs, promotional literature and financial, business and marketing plans, inventions and invention disclosures.

“Termination Date” shall have the meaning provided in Section 10.8 of this Agreement.

“Trade Secrets” means any secretly held existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of Debtor worldwide whether written or not written.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of California; provided, however, that, in the event that, by reason of mandatory provisions of any applicable requirement of law, any of the attachment, perfection or priority of the Collateral Agent’s security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of California, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Notices. Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when personally delivered to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, addressed as follows:

(a) if to Debtor:

Country Coach LLC
P.O. Box 400

Junction City, OR 97448
Fax: (541) 998-9273
Attn: Mark Anderson

(b) if to the Collateral Agent:

Riley Investment Management LLC
11100 Santa Monica Blvd., Suite 810
Los Angeles, CA 90025
Fax: (310) 996-1096
Attn: Bryan Riley

or at such other address as shall have been furnished in writing by any person or entity described above to the party required to give notice hereunder.

Section 10.2 Waiver; Amendment. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by Debtor and the Collateral Agent.

Section 10.3 Obligations Absolute. The obligations of Debtor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor except as required by applicable law; (b) any exercise or non-exercise of any right, remedy, power or privilege under or in respect of this Agreement, the Purchase Agreement, the Notes issued thereunder or the other Note Documents or any waiver of any right, remedy, power or privilege under any other agreement; or (c) any amendment to or modification of this Agreement, the Purchase Agreement, the Notes issued thereunder, the other Note Documents or any security for any of the Obligations, other than amendments or modifications of this Agreement.

Section 10.4 Successors and Assigns. This Agreement shall be binding upon Debtor and their successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns. All agreements, statements, representations and warranties made by Debtor herein or in any certificate or other instrument delivered by Debtor or on its behalf under this Agreement shall be considered to have been relied upon by the Collateral Agent and the Purchasers and shall survive the execution and delivery of this Agreement, the Purchase Agreement or the Notes issued thereunder regardless of any investigation made by the Collateral Agent or the Purchasers.

Section 10.5 Headings Descriptive. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF

CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS OF CHOICE OF LAWS PRINCIPLES.

Section 10.7 Debtor's Duties. It is expressly agreed, anything herein contained to the contrary notwithstanding, that Debtor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Collateral Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of Debtor under or with respect to any Collateral.

Section 10.8 Termination; Release. After the Termination Date, this Agreement shall terminate (provided that any indemnities set forth in the Purchase Agreement or any other Note Document shall survive such termination) and the Collateral Agent, at the request and expense of Debtor, will promptly execute and deliver to Debtor a proper instrument or instruments (including Uniform Commercial Code termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to Debtor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this Agreement. As used in this Agreement, "Termination Date" shall mean the date upon which all Obligations then due and payable have been paid in full in cash, all commitments with respect thereto have terminated and no Note is outstanding.

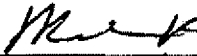
Section 10.9 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with Debtor and the Purchasers.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

DEBTOR:

COUNTRY COACH LLC

By: 
Name: MARK D ANDERSEN
Title: CFO

COLLATERAL AGENT:

RILEY INVESTMENT MANAGEMENT LLC

By: 
Name: _____
Title: _____

Schedule A

Capital Stock or Membership Interests in Subsidiaries

None

Schedule B

Commercial Tort Claims

None

Schedule C

Chief Executive Office; Records

Country Coach LLC
135 East First Avenue
Junction City OR 97448

Schedule D

Locations of Inventory and Equipment

135 East First Avenue
Junction City, Oregon

130 East First Avenue
Junction City, Oregon

125 East 4th Avenue
Junction City, Oregon

210 E. 6th Avenue
Junction City, Oregon

29394 Airport Road
Eugene, Oregon

190 W. 10th Street
Junction City, Oregon

29387 Airport Road
Eugene, Oregon

375 Holly Street
Junction City, Oregon

29417 Airport Road
Eugene, Oregon

325 E. 1st Avenue
Junction City, Oregon

Off-Site Fabric Inventory Locations:

Villa International
13760 Midway St
Cerritos CA 90703

Kustom Fit/Hitech Seating
8990 Atlantic Ave
South Gate CA 90280

Ascot/Imperial
250 Booth Bend Rd
McMinnville OR 97128

Millies Draperies
60430 Larslan Ln
Junction City OR 97448

Designer's Workroom
683 McKinley #2
Eugene OR 97402

Interior Creations
177 W 6th St
Junction City OR 97448

NOTE: Country Coach takes inventory and equipment to various shows and events around the US and in Canada, multiple times throughout the year.

Schedule E

Trade Names; Change of Name

<u>NAME</u>	<u>STATE OF FORMATION</u>	<u>ORGANIZATION ID NUMBER</u>
Country Coach LLC (1)	Delaware	4301560

(1) Organization Summary— In connection with the acquisition of Country Coach, Inc., an Oregon corporation, by Country Coach Holdings LLC, a Delaware limited liability company, Country Coach Merger LLC, a Delaware limited liability company, merged with Country Coach, Inc., with Country Coach Merger LLC surviving. In connection with the merger, the surviving entity changed its name to Country Coach LLC.

Schedule F

Trademarks

Pending or Registered Trademarks used by Country Coach, LLC.

Name	Country	Serial No.	Regist. No.	Status
Affinity	CANADA	1,319,068		Pending
Affinity	US	78/472,903	3,011,203	Registered
Affinity by Country Coach	US	74/373,740	1,861,387	Registered
Allure	CANADA	1,319,070		Pending
Allure	US	78/709,413	3,157,476	Registered
Allure by Country Coach	US	74/490,361	1,980,048	Registered
CC logo and Design	US	76/528,852	3,085,833	Registered
Country Coach	US	73/450,876	1,304,924	Registered
Country Coach	CANADA	1,268,260	1,268,260	Registered
Country Coach Destinations	US	74/677,300	2,048,241	Registered
Country Coach Showcase	US	77/372,183		Pending
DynoMax	US	76/280,620	2,527,543	Registered
DynoMax	CANADA	1,127,310	1,127,310	Registered
Inspire	CANADA	1,319,067		Pending
Inspire	US	76/601,209	2,988,809	Registered
Intrigue	CANADA	1,319,069		Pending
Intrigue	US	78/690,152	3,120,537	Registered
Intrigue by Country Coach	US	74/466,085	1,906,457	Registered
Lanai	US	77/398,210		Pending
Lexa	US	76/312,140	2,743,955	Registered
Magna	US	77/160,782		Pending
Magna by Country Coach	US	74/567,478	2,133,616	Registered
Magna by Country Coach	CANADA	737,281	TMA484,990	Registered
Rhapsody	US	78/556,315		Pending
Rhapsody	CANADA	1,273,564		Pending
Symphony	US	77/319,577		Pending
Tribute	CANADA	1,319,071		Pending
Tribute 260	US	77/271,816		Pending
Viper	US	78/559,731		Pending

Schedule G

Patents

1. US PROVISIONAL PATENT APPLICATION SERIAL NO. 60/932,800, FILED ON JUNE 1, 2007 ENTITLED VEHICLES WITH RETRACTABLE PORCHES.

2. An extendible secondary living space for a vehicle. The extendible living space may move from a retracted position in which it is substantially integrated within or in close proximity to a primary living space of the vehicle, to an extended position in which it provides an open-air porch or balcony accessible from the primary living space. The extendible living space may be extended from any wall of the vehicle, such as a side wall or rear wall, and may be particularly well suited for use in motorized recreational vehicles.

Schedule H

Copyrights

None

Schedule I

Deposit Accounts; Security Accounts

Country Coach #: 3028528

WELLS FARGO BANK

<u>Account Name</u>	<u>Account #</u>	<u>Level #</u>
COUNTRCOACH	4121226815	LVL3
COUNTRCOACH	4121457550	LVL2
COUNTRCOACH	4759037880	LVL2
COUNTRCOACH	9600063699	LVL2
COUNTRCOACHLL	4121537690	LVL0