

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
Heartland Recreational Vehicles, LLC		07/31/2008	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3046838	HEARTLAND RECREATIONAL VEHICLES
Registration Number:	2979609	LANDMARK
Registration Number:	3412668	BIGHORN
Registration Number:	3386778	RUSH
Registration Number:	3240447	SUNDANCE
Registration Number:	3357464	TRAIL RUNNER

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

CH \$165.00 3046838

ATTORNEY DOCKET NUMBER:	1692169
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/05/2008
Total Attachments: 5 source=2481095#page1.tif source=2481095#page2.tif source=2481095#page3.tif source=2481095#page4.tif source=2481095#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2008, HEARTLAND RECREATIONAL VEHICLES, LLC, an Indiana limited liability company ("*Debtor*") with its principal place of business and mailing address at 1001 All Pro Drive, Elkhart, Indiana 46514 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Fifth Third acting as such administrative agent and any successor or successors to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Administrative Agent (such Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

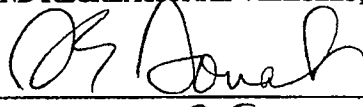
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between any

provision of this Trademark Collateral Agreement and any provision of the Security Agreement, this Security Agreement shall govern.

This Trademark Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEARTLAND RECREATIONAL VEHICLES, LLC

By 
Name CFO
Title _____

Accepted and agreed to as of the date first above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

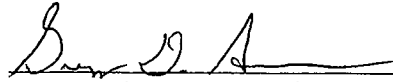
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEARTLAND RECREATIONAL VEHICLES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date first above written.

FIFTH THIRD BANK, as Administrative Agent

By  _____
Name Gregory D. Amadio
Title Vice President

SCHEDULE A

INTELLECTUAL PROPERTY RIGHTS

Trademark Registrations and Applications with the United States Patent and Trademark Office

TRADEMARK	REGISTRATION/SERIAL NUMBER	REGISTRATION/APPLICATION DATE
HEARTLAND RECREATIONAL VEHICLES ¹	3,046,838	1/17/06
LANDMARK	2,979,609	7/26/05
BIGHORN	3,412,668	4/15/08
RUSH	3,386,778	2/19/08
SUNDANCE	3,240,447	5/8/07
TRAIL RUNNER	3,357,464	12/18/07

¹ Heartland Park Homes, Inc. of Arcadia, Florida ("HPH") appears to be selling park model homes (a different product than towable fifth wheels and travel trailers) under a "Heartland Park Homes" Logo. It also appears that HPH may have used the "Heartland Park Homes" Logo prior to Heartland Recreational Vehicles, LLC's use, application filing and registration of the HEARTLAND RECREATIONAL VEHICLES mark. The scope of HPH's rights, if any, are presently unclear.