

**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
TL Enterprises, Inc.		06/05/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	New York Life Investment Management LLC
Street Address:	51 Madison Avenue, Room 201
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1898898	CAMPERWAYS
Registration Number:	1141743	CAMPGROUND MANAGEMENT
Registration Number:	2035941	GO & RENT . . . RENT & GO
Registration Number:	0996766	NORTHEAST OUTDOORS
Registration Number:	1901723	SOUTHERN RV
Registration Number:	1898896	SUNNY DESTINATIONS
Registration Number:	0854909	W
Registration Number:	0965597	WOODALL'S
Registration Number:	0711273	WOODALL'S

**CORRESPONDENCE DATA**

Fax Number: (310)203-0567  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310.203.8080  
 Email: trademarkdocket@jmbm.com

CH \$240.00 1898898

Correspondent Name: Bernard R. Gans  
Address Line 1: 1900 Avenue of the Stars, 7th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 60982-0004

NAME OF SUBMITTER: Bernard R. Gans

Signature: /Bernard R. Gans/

Date: 06/12/2009

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2009, is by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors") and New York Life Investment Management LLC, as administrative agent (the "Administrative Agent") for the Note Purchasers under the Note Purchase Agreement (as hereinafter defined). The Administrative Agent and the Note Purchasers are herein collectively referred to from time to time as the "Secured Parties".

### W I T N E S S E T H:

WHEREAS, each Debtor is either the borrower or a guarantor under the terms of a Second Lien Note Purchase Agreement dated as of the date hereof (as amended from time to time, the "Note Purchase Agreement") among Affinity Group, Inc., a Delaware corporation (the "Borrower"), the guarantors party thereto (together with the Borrower, the "Credit Parties"), the Note Purchasers party thereto and the Administrative Agent; and

WHEREAS, the obligations of the Secured Parties to enter into the Note Purchase Agreement are subject to the conditions, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Note Purchase Agreement and of the Secured Parties to agree, subject to the terms and conditions set forth therein, to purchase the Notes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, and to induce the Secured Parties to enter into the Note Purchase Agreement and to purchase the Notes as provided for therein in accordance with the terms and conditions thereof, each Debtor hereby grants to Secured Parties a continuing priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark licenses to which it is a party;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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


DEBTORS:

AFFINITY GROUP, INC.

By:   
Name: Thomas F. Wolfe  
Title: Chief Financial Officer

AFFINITY ADVERTISING, LP

By: VBI, INC., Its General Partner

By:   
Name: Thomas F. Wolfe  
Title: Chief Financial Officer

AFFINITY BROKERAGE, INC.  
AFFINITY ROAD AND TRAVEL CLUB, INC.  
AGI PRODUCTIONS, INC.  
CAMP COAST TO COAST, INC.  
CAMPING REALTY, INC.  
CAMPING WORLD, INC.  
CAMPING WORLD INSURANCE SERVICES OF  
NEVADA, INC.  
COAST MARKETING GROUP, INC.  
CWI, INC.  
CW MICHIGAN, INC.  
EHLERT PUBLISHING GROUP, INC.  
GOLF CARD HOLDING CORPORATION  
GOLF CARD INTERNATIONAL CORP.  
GOLF CARD RESORT SERVICES, INC.  
GSS ENTERPRISES, INC.  
POWER SPORTS MEDIA, INC.  
THUNDER PRESS  
TL ENTERPRISES, INC.  
VBI, INC.  
WOODALL PUBLICATIONS CORPORATION

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

Name: Thomas F. Wolfe


Title: Chief Financial Officer

SIGNATURE PAGE OF NOTE PURCHASERS


NOTE PURCHASERS:

NYLIM Institutional High Yield Collective Fund

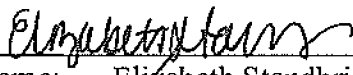
By: New York Life Trust Company, as Trustee

By:   
Name: John Cibbarelli  
Title: Vice President


New York Life Insurance Company On Behalf of Separate Account 40B

By:   
Name: Elizabeth Standbridge  
Title: Corporate Vice President

New York Life Investment Management LLC On Behalf of Sheet Metal Workers of Northern California Pension Trust Fund

By:   
Name: Elizabeth Standbridge  
Title: Director

New York Life Insurance Company

By:   
Name: Elizabeth Standbridge  
Title: Corporate Vice President

New York Life Investment Management LLC On Behalf of Automotive Industries Pension Trust Fund

By:   
Name: Elizabeth Standbridge  
Title: Director

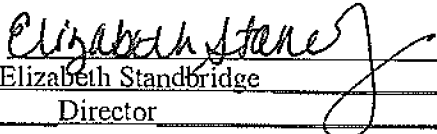
New York Life Insurance and Annuity Corporation

By: New York Life Investment Management LLC, as Investment Manager

By:   
Name: Elizabeth Standbridge  
Title: Director

AGENT:

NEW YORK LIFE INVESTMENT MANAGEMENT  
LLC, as Administrative Agent for the Secured Parties

By:   
Name: Elizabeth Standbridge  
Title: Director