

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Winnebago Industries, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other:

Citizenship (see guidelines) **1 A**

Execution Date(s) October 13, 2009

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Burdale Capital Finance, Inc.

Internal Address:

Street Address: 300 First Stamford Place

City: Stamford

State: CT

Country: USA

Zip: 06902

- Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship **DE**
 Other Citizenship

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 Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albanys@wolterskluwers.com

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1440

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

8. Payment Information:

a. Credit Card Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number

Authorized User Name:

9. Signature:

Karaem Ansley
Signature

10/13/09
Date

Karaem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **7**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXHIBIT A
TO
TRADEMARK SECURITY INTEREST**

LIST OF TRADEMARKS

Trademark	Registration Number	Registration Date	Expiration Date
GPGO	3680134	9/8/2009	9/8/2019
IDEAL REST	3680133	9/8/2009	9/8/2019
SIGHTSEER	2751901	8/19/2003	8/19/2013
REST EASY	2701992	4/1/2003	4/1/2013
ONE PLACE	2892547	3/4/2003	3/4/2013
SUNOVA	2583720	1/1/2002	1/1/2012
SUNSTAR	2564622	4/23/2002	4/23/2012
VISTA	2564621	4/23/2002	4/23/2012
RV RADIO W/LOGO	2743995	7/29/2003	7/29/2013
ERA	3468503	7/15/2008	7/15/2018
MAXUM CHASSIS	3450010	6/17/2008	6/17/2018
DESTINATION	3411270	4/15/2008	4/15/2018
TOUR BUILT PROUDLY BY WINNEBAGO IND.	3254539	8/28/2007	8/28/2017
LATITUDE	3340588	11/20/2007	11/20/2017
BENCHMARK	3173015	11/21/2006	11/21/2016
ROAD DESIGN	3172965	11/21/2006	11/21/2016
ITASCA	3172964	11/21/2006	11/21/2016
SUNRISE	3072644	3/28/2006	3/28/2016
IMPULSE	3268838	7/24/2007	7/24/2017
WINNEBAGO VOYAGE	3052707	1/31/2006	1/31/2016
THERMO-PANEL	3128401	8/15/2006	8/15/2016
ELLIPSE	3096191	5/23/2006	5/23/2016
OUTLOOK	3021576	11/29/2005	11/29/2015
TRIMLINE	3230201	4/17/2007	4/17/2017
NAVION	2998807	9/20/2005	9/20/2015
VIEW	2978015	7/26/2005	7/26/2015
VOYAGE	3102623	6/13/2006	6/13/2016
ASPECT	2977946	7/26/2005	7/26/2015
CAMBRIA	2972440	7/19/2005	7/19/2015
QUICK CONNECT	2943172	4/19/2005	4/19/2015
QUICK PORT	2898995	11/2/2004	11/2/2014
EVOLUTION	3013613	11/8/2005	11/8/2015
MERIDIAN ITASCA	2919427	1/18/2005	1/18/2015
FREEDOM	2816111	2/24/2004	2/24/2014
WINNEBAGO INDUSTRIES	2706495	4/15/2003	4/15/2013
SUPER STRUCTURE	2690367	2/25/2003	2/25/2013
RV RADIO	2682021	1/28/2003	1/28/2013
CHALET	2285158	10/12/1999	Renewal in process
THE MOST RECOGNIZED NAME IN MOTOR HOMES	2635922	10/15/2002	10/15/2012

SIGHTSEER	2742541	7/29/2003	7/29/2013
ITASCA	2329254	3/14/2000	3/14/2010
POWERLINE ENERGY MANAGEMENT SYSTEM	2508202	11/13/2001	11/13/2011
HORIZON	2444955	4/17/2001	4/17/2011
JOURNEY	2474109	7/31/2001	7/31/2011
STOREMORE	2279013	9/21/1999	Renewal in process
RIALTA	1907271	7/25/1995	7/25/2015
WINNEBAGO	1908349	8/1/1995	8/1/2015
WINNEBAGO	1907269	7/25/1995	7/25/2015
VECTRA	1780170	7/6/1993	7/6/2013
SPIRIT	1526756	2/28/1989	2/28/2019
SUNDANCER	1135087	5/13/1980	5/13/2010
WINNEBAGO	1008781	4/15/1975	4/15/2015

LIST OF TRADEMARK APPLICATIONS

Trademark Application	Application/Serial Number	Application Date
ACCESS BUILT PROUDLY BY WINNEBAGO IND.	76/696,858	4/18/2005
INTELLISENSE ONE TOUCH CONTROL	76/697,825	In process
MERIDIAN	76/695,975	3/21/2005
VIA	76/677,329	5/23/2007
REYO	76/677,309	5/23/2007

TRADEMARK SECURITY INTEREST

THIS TRADEMARK SECURITY INTEREST, dated October 13, 2009, is by and between Winnebago Industries, Inc., an Iowa corporation ("Debtor"), with its chief executive office at 605 West Crystal Lake Road, Forest City, Iowa 50436, and Burdale Capital Finance, Inc., a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 300 First Stamford Place, Stamford Connecticut 06902.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof ("Trademarks");

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the Other Documents (as defined in the Loan Agreement);

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the Other Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent a security interest in the Trademarks and other collateral as more fully set forth in that certain Trademark Security Agreement dated of even date herewith between Debtor and Agent (the "Trademark Security Agreement"); and

WHEREAS, by this instrument, Debtor and Agent seek to confirm and make a record of the grant of a security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor does hereby acknowledge that it has granted to Agent a security interest in all of Debtor's right, title and interest in, to, and under the Trademarks. Debtor also acknowledges and confirms that the rights and remedies of Agent with respect to the security interests in the Trademarks granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Interest may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Interest by telefacsimile or other electronic method of transmission shall have the same force and effect as

the delivery of an original executed counterpart of this Trademark Security Interest. Any party delivering an executed counterpart of this Trademark Security Interest by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

WINNEBAGO INDUSTRIES, INC., as Debtor

By: Sarah Niels
Name: SARAH NIELSEN
Title: VP-CFO

BURDALE CAPITAL FINANCE, INC., as Agent

By: _____
Name: Phillip R. Webb
Title: Director

By: _____
Name: Anthony Lavinio
Title: Senior Vice President

[Trademark Security Interest
(for recording) - Winnebago]

TRADEMARK
REEL: 004082 FRAME: 0047

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

WINNEBAGO INDUSTRIES, INC., as Debtor

By: _____
Name: _____
Title: _____

BURDALE CAPITAL FINANCE, INC., as Agent

By: Phillip R. Webb
Name: Phillip R. Webb
Title: Director

By: Anthony Lavinio
Name: Anthony Lavinio
Title: Senior Vice President

[Trademark Security Interest
(for recording) - Winnebago]