

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																			
NATURE OF CONVEYANCE:	Trademark Security Agreement																																			
CONVEYING PARTY DATA																																				
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Registration Number:	2703973	COA
Registration Number:	1153079	COA
Registration Number:	1136727	"CONSOLIDATED LEISURE INDUSTRIES"
Registration Number:	2828285	ALL AMERICAN
Registration Number:	3226188	CONSTRUCTING BETTER BUILDINGS THROUGH SCIENCE, TECHNOLOGY, AND ENGINEERING
Registration Number:	991813	MOD-U-KRAF
Serial Number:	77744400	ROADJET
Serial Number:	77603322	SMART HOMES FROM SMART BUILDERS
Serial Number:	77789056	ALL AMERICAN HOMES
Serial Number:	77603325	A SMARTER WAY TO BUILD
Serial Number:	77786180	SLS SMART LIVING SYSTEM
Serial Number:	77778721	SMART LIVING SYSTEM
Serial Number:	77636151	BUILDER'S CHOICE
Serial Number:	77781951	
Serial Number:	77840234	ALL AMERICAN GROUP

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1520067-0171
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	11/18/2009

Total Attachments: 9

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 27, 2009, by and among Coachmen Industries, Inc., an Indiana corporation, All American Homes, LLC, an Indiana limited liability company, and Mod-U-Kraf Homes, LLC, a Virginia limited liability company (collectively, the "Grantors"), and H.I.G. All American, LLC, a Delaware limited liability company (the "Lender"). Capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement (the "Loan Agreement"), dated as of October 27, 2009, by and among the Lender, Coachmen and certain of Coachmen's direct and indirect subsidiaries (collectively, the "Borrowers"), the Lender is purchasing from the Borrowers the Revolving Notes and the Tranche B Notes (collectively, the "Notes"), the proceeds of which will be used to finance the Borrowers' growth;

WHEREAS, in connection with the Loan Agreement, the Borrowers have granted to the Lender a first priority security interest in all of the Collateral, and as a condition precedent to the Lender's obligation under the Loan Agreement to purchase the Notes, the Grantors are required to execute and deliver this Agreement and to grant to the Lender a continuing first priority security interest in all of the Collateral, including the Trademark Collateral (as defined below), to secure all the Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement, and it is in the best interests of the Grantors to execute this Loan Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the proceeds of the sale of the Notes to the Lender pursuant to the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lender to purchase the Notes, the Grantors agree, for the benefit of the Lender and any other holder of the Notes (a "Note Holder"), as follows:

SECTION 1. GRANT OF SECURITY INTEREST. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantors do hereby mortgage, pledge and hypothecate to the Lender, and grant to the Lender a security interest in, for its benefit and the benefit of each Note Holder, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this subsection (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all

applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including those referred to in Item A of Schedule 1 hereto, excluding only United States intent-to-use trademark registrations and applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of the Trademarks covered by such applications or the validity or enforceability of registrations issuing from such applications;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in subsections (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, subsections (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against any third party for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 2. PURCHASE AGREEMENT. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender for its benefit and the benefit of each Note Holder under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender and each Note Holder thereunder) shall remain in full force and effect in accordance with its terms; provided, however, that the exclusion set forth at the end of subsection 1(a) of this Agreement with respect to United States intent-to-use trademark registrations shall apply with respect to all security interests granted to Lender in any Trademark, whether under the Loan Agreement or otherwise.

SECTION 3. RELEASE OF SECURITY INTEREST. Upon payment in full and in accordance with the Loan Agreement of all Obligations, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

SECTION 4. ACKNOWLEDGMENT. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

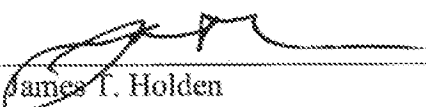
SECTION 5. TRANSACTION DOCUMENT, ETC. This Agreement is a Transaction Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 6. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.


[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

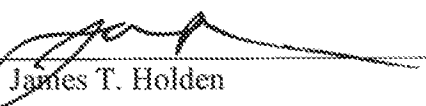
COACHMEN INDUSTRIES, INC.

By: 
Name: James T. Holden
Title: Secretary

ALL AMERICAN HOMES, LLC

By: 
Name: James T. Holden
Title: Secretary

MOD-U-KRAF HOMES, LLC

By: 
Name: James T. Holden
Title: Secretary

H.I.G. ALL AMERICAN, LLC

By: _____
Name: _____
Title: _____

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COACHMEN INDUSTRIES, INC.

By: _____
Name:
Title:

ALL AMERICAN HOMES, LLC

By: _____
Name:
Title:

MOD-U-KRAF HOMES, LLC

By: _____
Name:
Title:

H.I.G. ALL AMERICAN, LLC

By: Fabian de Armas
Name: Fabian de Armas
Title: Authorized Representative

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

COACHMEN INDUSTRIES, INC.

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	All American Building Systems (w/ image)	2,988,614	8/30/2005
USA	All American Homes	2,738,002	7/15/2003
USA	All American Homes (w/ image)	1,370,162	11/12/1985
USA	Ameri-Log	2,900,259	11/2/2004
USA	Building Dreams to a Higher Standard	3,639,498	6/16/2009
USA	Parallel Construction	3,652,194	7/7/2009
USA	Spirit of America Series of Homes	2,919,437	1/18/2005
USA	Spirit of America Series of Homes (w/ image)	2,919,438	1/18/2005
USA	All American Financial Services (w/ image)	3,241,692	5/15/2007
USA	All American Building Systems	3,068,746	3/14/2006
USA	COA (w/ image) (website)	2,703,973	4/8/2003
USA	COA (image)	1,153,079	5/5/1981
USA	Consolidated Leisure Industries	1,136,727	6/10/1980
USA	All American	2,828,285	3/30/2004

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	RoadJet	77,744400	5/16/2009
USA	Smart Homes from Smart Builders	77,603322	10/29/2008
USA	All American Homes Logo (w/ butterfly image)	77,789056	7/24/2009
USA	A Smarter Way to Build	77,603325	10/29/2008
USA	Smart Living System (w/ SLS image)	77,786180	7/21/2009
USA	Smart Living System	77,778721	7/10/2009
USA	Builder's Choice	77,636151	12/18/2008
USA	Butterfly Design	77,781951	7/15/2009
USA	All American Group & design	77,840234	10/2/2009

Trademark Applications in Preparation

None

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
USA	Coachmen	Forest River	Coachmen Industries, Inc.	12/26/2008	
USA	Coachmen (with design)	Forest River	Coachmen Industries, Inc.	12/26/2008	

ALL AMERICAN HOMES, LLC

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Constructing Better Buildings Through Science, Technology and Engineering	3,226,188	4/3/2007

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None

MOD-U-KRAF HOMES, LLC

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Mod-U-Kraf	991,813	8/27/1974

Pending Trademark Applications

None

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None