

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |   |
|-----------------------|---|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                            |
| NATURE OF CONVEYANCE: | Supplemental Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type                         |
|----------------------------|----------|----------------|-------------------------------------|
| Atwood Mobile Products LLC |          | 03/08/2011     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | GE Business Financial Services Inc. (formerly known as Merrill Lynch Capital, division of Merrill Lynch Business Financial Services Inc.), as Administrative Agent |
| Street Address: | 500 W. Monroe Street   |
| City:           | Chicago  |
| State/Country:  | NEW YORK   |
| Postal Code:    | 60661  |
| Entity Type:    | CORPORATION: DELAWARE  |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                          |
|----------------------|---------|------------------------------------|
| Registration Number: | 3492091 | FRESH AIR IN THE PALM OF YOUR HAND |
| Registration Number: | 3596047 | POP 'N LOCK                        |
| Registration Number: | 2767609 | ENDLESS BREEZE                     |
| Registration Number: | 2490796 | CREATE-A-BREEZE                    |
| Registration Number: | 2474889 | BRINGS THE OUTSIDE IN...INSTANTLY  |
| Registration Number: | 2495337 | FAN- TASTIC VENT                   |
| Registration Number: | 2477081 | FAN--TASTIC VENT                   |
| Registration Number: | 2477080 |                                    |

**CORRESPONDENCE DATA**

Fax Number: (212)751-4864  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-906-1200  
 Email: angela.amaru@lw.com

**900186100**

**TRADEMARK  
 REEL: 004495 FRAME: 0655**

**CH \$215.00 3492091**

Correspondent Name: Angela M. Amaru c/o Latham & Watkins  
Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 034784-0076         |
| NAME OF SUBMITTER:      | Angela M. Amaru     |
| Signature:              | /s/ Angela M. Amaru |
| Date:                   | 03/10/2011          |

Total Attachments: 5  
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 8<sup>th</sup> day of March, 2011, by Atwood Mobile Products LLC (the “Grantor”), in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as Administrative Agent (in such capacity, the “Grantee”) for the Lenders party to the Credit Agreement (defined below).

WHEREAS, the Grantor, Grantee and the Lenders from time to time party thereto are parties to a certain Credit Agreement, dated as of August 27, 2007 (as amended by that certain Waiver and First Amendment to Credit Agreement dated as of May 9, 2008, as amended and restated by that certain Waiver and Second Amendment to Credit Agreement dated as of December 19, 2008, as amended by that certain Third Amendment to Credit Agreement dated as of October 16, 2009, as amended by that certain Waiver and Fourth Amendment to Credit Agreement dated as of September 7, 2010, as amended by the Fifth Amendment to Credit Agreement dated as of December 21, 2010, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to the terms of a certain Security Agreement dated August 27, 2007 between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of the Obligations under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

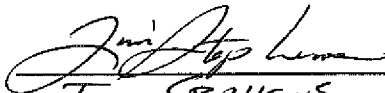
1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:
  - a. each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

- b. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark.
3. **GOVERNING LAW; SUBMISSION TO JURISDICTION.** THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THE GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR EXPRESSLY SUBMITS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PERSON BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ATWOOD MOBILE PRODUCTS LLC**, a  
Delaware limited liability company

By:   
Name: TIM STEPHENS  
Title: PRESIDENT

Agreed and Accepted  
As of the Date First Written Above:

**GE BUSINESS FINANCIAL SERVICES INC.**  
(formerly known as Merrill Lynch Business  
Financial Services Inc.),  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Supplemental Trademark Security Agreement

**TRADEMARK**  
**REEL: 004495 FRAME: 0659**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ATWOOD MOBILE PRODUCTS LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Agreed and Accepted  
As of the Date First Written Above:

**GE BUSINESS FINANCIAL SERVICES INC.**  
(formerly known as Merrill Lynch Business  
Financial Services Inc.),  
as Administrative Agent

By:   
Name: Michele Kovatchis  
Title: Managing Director

SCHEDULE 1

**Trademarks**

| Mark   | Country | Serial No. | Registration No. |
|--|---------|------------|------------------|
| FRESH AIR IN THE PALM OF YOUR HAND   | U.S.    | 77/377,633 | 3,492,091        |
| POP 'N LOCK  | U.S.    | 77/349,799 | 3,596,047        |
| ENDLESS BREEZE   | U.S.    | 76/305,731 | 2,767,609        |
| CREATE-A-BREEZE  | U.S.    | 76/150,132 | 2,490,796        |
| BRINGS THE OUTSIDE IN...INSTANTLY  | U.S.    | 75/645,525 | 2,474,889        |
| <i>FAN-TASTIC VENT</i>   | U.S.    | 75/645,529 | 2,495,337        |
| FAN-TASTIC VENT  | U.S.    | 75/644,746 | 2,477,081        |
|  | U.S.    | 75/644,745 | 2,477,080        |
| CREATE-A-BREEZE  | Canada  | 1099909    | TMA589449        |
| FAN-TASTIC-VENT  | Canada  | 1026561    | TMA573916        |
| <i>FAN-TASTIC VENT</i>   | Canada  | 1026562    | TMA573914        |

Supplemental Trademark Security Agreement