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
Winnebago Industries, Inc.		10/31/2012	CORPORATION: IOWA
Winnebago of Indiana, LLC		10/31/2012	LIMITED LIABILITY COMPANY: IOWA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe, 12th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Serial Number:	85325020	PLUS LOUNGER
Registration Number:	3872676	ACCESS
Registration Number:	3128401	THERMO-PANEL
Registration Number:	2978015	VIEW
Registration Number:	3096191	ELLIPSE
Registration Number:	2563720	SUNOVA
Registration Number:	2564622	SUNSTAR
Registration Number:	2564621	VISTA
Registration Number:	3855295	SUNCRUISER
Registration Number:	3855294	TRUE AIR
Registration Number:	3816006	WINNEBAGO INDUSTRIES
Registration Number:	3816002	MERIDIAN BUILT PROUDLY BY WINNEBAGO INDUSTRIES
Registration Number:	3875226	ACCESS BUILT PROUDLY BY WINNEBAGO INDUSTRIES

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Registration Number:	3783104	MERIDIAN
Registration Number:	3680134	GPGO
Registration Number:	3680133	IDEAL REST
Registration Number:	3468503	ERA
Registration Number:	3718915	VIA
Registration Number:	3718914	REYO
Registration Number:	3450010	MAXUM CHASSIS
Registration Number:	3254539	TOUR BUILT PROUDLY BY WINNEBAGO INDUSTRIES
Registration Number:	3340586	LATITUDE
Registration Number:	3411270	DESTINATION
Registration Number:	3173015	BENCHMARK
Registration Number:	3172964	ITASCA
Registration Number:	3072644	SUNRISE
Registration Number:	3268838	IMPULSE
Registration Number:	3052707	WINNEBAGO VOYAGE
Registration Number:	3021576	OUTLOOK
Registration Number:	3230201	TRIMLINE
Registration Number:	2998807	NAVION
Registration Number:	3102623	VOYAGE
Registration Number:	2977946	ASPECT
Registration Number:	2972440	CAMBRIA
Registration Number:	2898995	QUICKPORT
Registration Number:	2701992	REST EASY
Registration Number:	2692547	0NE PLACE
Registration Number:	2682021	RV-RADIO
Registration Number:	2743995	RV RADIO
Registration Number:	2751901	SIGHTSEER
Registration Number:	2508202	POWERLINE ENERGY MANAGEMENT SYSTEM
Registration Number:	2474109	JOURNEY
Registration Number:	2635922	THE MOST RECOGNIZED NAME IN MOTOR HOMES
Registration Number:	2285158	CHALET
Registration Number:	2279013	STOREMORE
Registration Number:	1907271	RIALTA
Registration Number:	1908349	WINNEBAGO
Registration Number:	1907269	WINNEBAGO

	1780170	VECTRA
Registration Number:	1526756	SPIRIT
Registration Number:	1135087	SUNDANCER
Registration Number:	1008781	WINNEBAGO
Registration Number:	3172965	
Registration Number:	4055981	BROOKSIDE
Registration Number:	4045211	SUNNYBROOK
Registration Number:	4055980	SUNSET CREEK
Registration Number:	4056139	WEST POINTE
Serial Number:	85319391	RAVEN
Serial Number:	85593419	MINNIE
Serial Number:	85592547	MINNIE WINNIE
Serial Number:	85599074	SPIRIT
Serial Number:	85593429	WINNIE
Serial Number:	85633060	DIRECT
Serial Number:	85633041	METRO
Serial Number:	85633444	LINK
Serial Number:	85638752	METRO DIRECT
Serial Number:	85638747	METRO LINK
Serial Number:	85677928	WINNEBAGO
Serial Number:	85694557	FORZA
Serial Number:	85530892	ITASCA VIVA!
Serial Number:	85530879	WINNEBAGO TREND
Serial Number:	85281609	SUNSET CREEK CLASSIC
Serial Number:	85394706	ONE
Serial Number:	85394697	WINNEBAGO ONE
Serial Number:	85488616	LITE 5
Serial Number:	85488560	LITE FIVE
Serial Number:	85488623	SUNSET CREEK SPORT
Serial Number:	85544613	REMINGTON
Serial Number:	85593434	MINI
Serial Number:	85281556	HARMONY

CORRESPONDENCE DATA

Fax Number: 4046029017

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	4048884068
Email:	hwattm@hunton.com
Correspondent Name:	Shelly Anderson - Hunton & Williams LLP
Address Line 1:	600 Peachtree Street, N.E.
Address Line 2:	Suite 4100, Bank of America Plaza
Address Line 4:	Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	65431.33
NAME OF SUBMITTER:	Shelly Anderson
Signature:	/Shelly Anderson/
Date:	11/06/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

TRADEMARK
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(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

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

WINNEBAGO INDUSTRIES, INC.,
as a Grantor

By: _____
Name: Sarah N. Nielsen
Title: Vice President and CFO

WINNEBAGO OF INDIANA, LLC,
as a Grantor

By: _____
Name: Randy J. Potts
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: Tom Chapman
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

GRANTOR	TRADEMARK/SERVICE MARK	REGISTRATION NO.	REG. DATE
WINNEBAGO INDUSTRIES, INC.	PLUS LOUNGER	4,187,797	8/7/12
WINNEBAGO INDUSTRIES, INC.	ACCESS	3,872,676	10/9/10
WINNEBAGO INDUSTRIES, INC.	THERMO-PANEL	3,128,401	8/8/06
WINNEBAGO INDUSTRIES, INC.	VIEW	2,978,015	7/26/05
WINNEBAGO INDUSTRIES, INC.	ELLIPSE	3,096,191	5/23/06
WINNEBAGO INDUSTRIES, INC.	SUNOVA	2,563,720	4/23/02
WINNEBAGO INDUSTRIES, INC.	SUNSTAR	2,564,622	4/23/02
WINNEBAGO INDUSTRIES, INC.	VISTA	2,564,621	4/23/02
WINNEBAGO INDUSTRIES, INC.	SUNCRUISER	3,855,295	10/5/10
WINNEBAGO INDUSTRIES, INC.	TRUE AIR	3,855,294	10/5/10
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO INDUSTRIES	3,816,006	7/13/10
WINNEBAGO INDUSTRIES, INC.	MERIDIAN BUILT PROUDLY BY WINNEBAGO	3,816,002	7/13/10
WINNEBAGO INDUSTRIES, INC.	ACCESS BUILT PROUDLY BY WINNEBAGO	3,875,226	11/16/10
WINNEBAGO INDUSTRIES, INC.	MERIDIAN	3,783,104	5/4/10
WINNEBAGO INDUSTRIES, INC.	GP GO	3,680,134	9/8/09
WINNEBAGO INDUSTRIES, INC.	IDEAL REST	3,680,133	9/8/09
WINNEBAGO INDUSTRIES, INC.	ERA	3,468,503	7/15/08
WINNEBAGO INDUSTRIES, INC.	VIA	3,718,915	12/1/09
WINNEBAGO INDUSTRIES, INC.	REYO	3,718,914	12/1/09
WINNEBAGO INDUSTRIES, INC.	MAXUM CHASSIS	3,450,010	6/17/08
WINNEBAGO INDUSTRIES, INC.	TOUR BUILT PROUDLY BY WINNEBAGO INDUSTRIES	3,254,539	6/26/07

GRANTOR	TRADEMARK/SERVICE MARK	REGISTRATION NO.	REG. DATE
WINNEBAGO INDUSTRIES, INC.	LATITUDE	3,340,586	11/20/07
WINNEBAGO INDUSTRIES, INC.	DESTINATION	3,411,270	4/15/08
WINNEBAGO INDUSTRIES, INC.	BENCHMARK	3,173,015	11/21/06
WINNEBAGO INDUSTRIES, INC.	ITASCA	3,172,964	11/21/06
WINNEBAGO INDUSTRIES, INC.	SUNRISE	3,072,644	3/28/06
WINNEBAGO INDUSTRIES, INC.	IMPULSE	3,268,838	7/24/07
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO VOYAGE	3,052,707	11/31/06
WINNEBAGO INDUSTRIES, INC.	OUTLOOK	3,021,576	11/29/05
WINNEBAGO INDUSTRIES, INC.	TRIMLINE	3,230,201	4/17/07
WINNEBAGO INDUSTRIES, INC.	NAVION	2,998,807	11/20/05
WINNEBAGO INDUSTRIES, INC.	VOYAGE	3,102,623	6/13/06
WINNEBAGO INDUSTRIES, INC.	ASPECT	2,977,946	7/26/05
WINNEBAGO INDUSTRIES, INC.	CAMBRIA	2,972,440	7/19/05
WINNEBAGO INDUSTRIES, INC.	QUICKPORT	2,898,995	11/2/04
WINNEBAGO INDUSTRIES, INC.	REST EASY	2,701,992	4/1/03
WINNEBAGO INDUSTRIES, INC.	ONE PLACE	2,692,547	3/4/03
WINNEBAGO INDUSTRIES, INC.	RV-RADIO	2,682,021	1/28/03
WINNEBAGO INDUSTRIES, INC.	RV RADIO	2,743,995	7/29/03
WINNEBAGO INDUSTRIES, INC.	SIGHTSEER	2,751,901	8/19/03
WINNEBAGO INDUSTRIES, INC.	POWERLINE ENERGY MANAGEMENT SYSTEM	2,508,202	11/13/01
WINNEBAGO INDUSTRIES, INC.	JOURNEY	2,474,109	7/31/01
WINNEBAGO INDUSTRIES, INC.	THE MOST RECOGNIZED NAME IN MOTOR HOMES	2,635,922	10/15/02
WINNEBAGO INDUSTRIES, INC.	CHALET	2,285,158	10/12/99
WINNEBAGO INDUSTRIES, INC.	STOREMORE	2,279,013	9/21/99
WINNEBAGO INDUSTRIES, INC.	RIALTA	1,907,271	7/25/95

SCHEDULE I

GRANTOR	TRADEMARK/SERVICE MARK	REGISTRATION NO.	REG. DATE
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO	1,908,349	8/1/95
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO	1,907,269	7/25/95
WINNEBAGO INDUSTRIES, INC.	VECTRA	1,780,170	7/6/93
WINNEBAGO INDUSTRIES, INC.	SPIRIT	1,526,756	2/28/89
WINNEBAGO INDUSTRIES, INC.	SUNDANCER	1,135,087	5/13/80
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO	1,008,781	4/15/75
WINNEBAGO INDUSTRIES, INC.	ROAD LOGO	3,172,965	11/21/06
WINNEBAGO OF INDIANA, LLC	BROOKSIDE	4055981	11/15/11
WINNEBAGO OF INDIANA, LLC	SUNNYBROOK	4045211	10/25/11
WINNEBAGO OF INDIANA, LLC	SUNSET CREEK	4055980	11/15/11
WINNEBAGO OF INDIANA, LLC	WEST POINTE	4056139	11/15/11
WINNEBAGO OF INDIANA, LLC	RAVEN	4169124	7/3/12

TRADEMARK APPLICATIONS

GRANTOR	TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
WINNEBAGO INDUSTRIES, INC.	MINNIE	85/593,419	4/10/12
WINNEBAGO INDUSTRIES, INC.	MINNIE WINNIE	85/592,547	4/9/12
WINNEBAGO INDUSTRIES, INC.	SPIRIT	85/599,074	4/16/12
WINNEBAGO INDUSTRIES, INC.	WINNIE	85/593,429	4/10/12
WINNEBAGO INDUSTRIES, INC.	DIRECT	85/633,060	5/23/12
WINNEBAGO INDUSTRIES, INC.	METRO	85/633,041	5/23/12
WINNEBAGO INDUSTRIES, INC.	LINK	85/633,444	5/23/12
WINNEBAGO INDUSTRIES, INC.	METRO DIRECT	85/638,752	5/30/12
WINNEBAGO INDUSTRIES, INC.	METRO LINK	85/638,747	5/30/12
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO	85/677,928	7/16/12

SCHEDULE I

GRANTOR	TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
WINNEBAGO INDUSTRIES, INC.	FORZA	85/694,557	8/3/12
WINNEBAGO INDUSTRIES, INC.	ITASCA VIVA!	85/530,892	2/1/12
WINNEBAGO INDUSTRIES, INC.	WINNEBAGO TREND	85/530,879	2/1/12
WINNEBAGO OF INDIANA, LLC	HARMONY	85/281,556	3/30/11
WINNEBAGO OF INDIANA, LLC	SUNSET CREEK CLASSIC	85/281,609	3/30/11
WINNEBAGO OF INDIANA, LLC	ONE	85/394,706	8/10/11
WINNEBAGO OF INDIANA, LLC	WINNEBAGO ONE	85/394,697	8/10/11
WINNEBAGO OF INDIANA, LLC	LITE 5	85/488,616	12/6/11
WINNEBAGO OF INDIANA, LLC	LITE FIVE	85/488,560	12/6/11
WINNEBAGO OF INDIANA, LLC	SUNSET CREEK SPORT	85/488,623	12/6/11
WINNEBAGO OF INDIANA, LLC	REMINGTON	85/544,613	2/16/12
WINNEBAGO OF INDIANA, LLC	MINI	85/593,434	4/10/12

SCHEDULE I