

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dometic Corporation		12/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nordea Bank AB (publ)		
Street Address:	Smalandsgatan 17		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	SE-105 71		
Entity Type:	Bank: SWEDEN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1644777	CHARGE GUARD	
Registration Number:	3123143	ESKIMO ICE	
Serial Number:	85405633	RUSHFLUSH	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	473304-10		
DOMESTIC REPRESENTATIVE			

CH \$90.00 1644777

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/27/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2012, between Dometic Corporation, a corporation incorporated in Delaware (including as successor-by-merger with Dometic, LLC, a limited liability company formed in Delaware) (the "**Grantor**") Nordea Bank AB (publ), as security agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) Frostbite 2 AB (formerly known as Lagrummet nr 1910 Aktiebolag), a limited liability company incorporated under the laws of Sweden, with registration number 556829-4424 (the "**Parent**") and Frostbite 3 AB (formerly known as Lagrummet nr 1911 Aktiebolag), a limited liability company incorporated under the laws of Sweden, with registration number 556829-4416 (the "**Company**") have entered into a senior facilities agreement dated 8 March, 2011 (as amended and restated on 27 April, 2011, and as further amended, amended and restated, supplemented or otherwise modified from time to time) (the "**Senior Facilities Agreement**") with, amongst others, the Original Borrowers and Original Guarantors referred to therein, DNB Nor Bank ASA, Norge, Filial Sverige, Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ), Nordea Bank AB (publ), Nykredit Bank A/S, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) as Arrangers (the "**Arrangers**"), Nordea Bank AB (publ) as Agent (the "**Agent**"), the Security Agent, Nordea Bank Finland PLC as Issuing Bank (the "**Issuing Bank**"), and the Original Lenders referred to therein.
- (B) Pursuant to the Senior Facilities Agreement, the Parent and the Company have entered into an intercreditor agreement dated 8 March, 2011 (as amended and restated on 27 April, 2011, and as further amended, amended and restated, supplemented or otherwise modified from time to time) (the "**Intercreditor Agreement**") with, amongst others, the Arrangers, the Agent, the Senior Lenders referred to therein and the Issuing Bank.
- (C) The Grantor is a party to a Pledge and Security Agreement, dated as of May 6, 2011 in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement, which supplements that certain Intellectual Property Security Agreement, dated as of May 6, 2011, between the Grantor and the Security Agent.
- (D) In consideration of the mutual conditions and agreements set forth in the Senior Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants

to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Security on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest (a) shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or (b) is in any Intellectual Property Collateral which is not material Intellectual Property Collateral.

SECTION 4 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5 Governing Law

THIS 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 NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

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

DOMETIC CORPORATION, as Grantor

By: Steve McElwain

Name: STEVE MCELWAIN

Title: CFO, AMERICA'S

SCHEDULE I
COPYRIGHT REGISTRATIONS
Copyrights

None.

SCHEDULE II
PATENT REGISTRATIONS
Patents

Grantor	Title	Country	Reg. No. or Appln. No.	Date
Dometic Corporation	360° Dip Tube Pick-Up Adaptor	US	12/613.125	5.11.2009
Dometic Corporation	Exterior Rim Wash Bowl	US	12/277.719	25.11.2008
Dometic Corporation	No Chemical Toilet	US	12/881.550	14.9.2010
Dometic Corporation	Portable Toilet	US	D 532.492	21.11.2006
Dometic Corporation	Toilet	US	D 531.711	7.11.2006
Dometic Corporation	Vacuum Holding Tank	US	5.681.148	28.10.1997
Dometic Corporation	Vacuum Holding Tank	US	5.931.642	3.8.1999
Dometic Corporation	Air Purifier	US	12/889.977	24.9.2010

SCHEDULE III
TRADEMARK REGISTRATIONS

Trademarks

Grantor = Trademark Owner	Mark	Country	Reg. No.	Date
Dometic Corporation	CHARGE GUARD	US	1.644.777	14.5.1991
Dometic Corporation	ESKIMO ICE	US	3.123.143	1.8.2006
Dometic Corporation	RUSHFLUSH	US	85/405.633	24.8.2011