

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
Fleetwood RV, Inc.		10/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Revolving Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	0940353	TIOGA
Registration Number:	0983735	JAMBOREE
Registration Number:	1020474	SOUTHWIND
Registration Number:	1407614	BOUNDER
Registration Number:	1438547	BOUNDER
Registration Number:	1759144	AMERICAN EAGLE
Registration Number:	2101571	AMERICAN TRADITION
Registration Number:	2318980	AMERICAN HERITAGE
Registration Number:	2522953	EXPEDITION
Registration Number:	2602359	TUFF COAT
Registration Number:	2668820	STORM
Registration Number:	2705159	FIESTA
Registration Number:	2715631	REVOLUTION
Registration Number:	2733217	PROVIDENCE

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Registration Number:	2828834	TERRA
Registration Number:	2903920	AMERICAN COACH
Registration Number:	3031201	F
Registration Number:	3095256	POWER PLATFORM
Registration Number:	3310698	DISCOVERY
Registration Number:	3412315	ICON
Registration Number:	3415222	PULSE
Registration Number:	3481620	AMERICAN ALLEGIANCE
Registration Number:	3642101	POWER BRIDGE CHASSIS
Registration Number:	3815764	ENCOUNTER
Registration Number:	3856602	PACE ARROW
Registration Number:	3905734	FLEETWOOD RV
Registration Number:	4038227	SEARCHER
Registration Number:	4038231	MONTARA
Registration Number:	4127857	AMERICAN REVOLUTION
Registration Number:	4253953	AMERICAN REVOLUTION
Registration Number:	4380205	AC
Serial Number:	85814204	AMERICAN COACH DRIVING YOUR PASSION
Serial Number:	85814170	AMERICAN COACH DRIVING YOUR PASSION

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5981
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	10/22/2013

Total Attachments: 5
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TRADEMARK
REEL: 005135 FRAME: 0187

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of October 21, 2013, by FLEETWOOD RV, INC. (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

WITNESSETH:

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among FLEETWOOD RV, INC., a Delaware corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any “intent to use” Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.

3. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Trademark Collateral that constitutes Notes Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, 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.

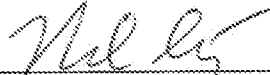
FLEETWOOD RV, INC.,
Grantor

By Hans Heinsen
Name: Hans Heinsen
Title: Treasurer

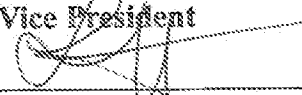
[Signature page to DB-ASV Trademark Grant in Security Interest]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Revolving Collateral Agent and Grantee

By  _____

Name: Michael Getz
Title: Vice President

By  _____

Name:
Title: Lisa Wong
Vice President

[Signature page to DB-ASV Trademark Grant in Security Interest]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Fleetwood RV, Inc.	0,940,353	TIOGA (standard character mark)
Fleetwood RV, Inc.	0,983,735	JAMBOREE (standard character mark)
Fleetwood RV, Inc.	1,020,474	SOUTHWIND (standard character mark)
Fleetwood RV, Inc.	1,407,614	BOUNDER (standard character mark)
Fleetwood RV, Inc.	1,438,547	BOUNDER and Design
Fleetwood RV, Inc.	1,759,144	AMERICAN EAGLE (standard character mark)
Fleetwood RV, Inc.	2,101,571	AMERICAN TRADITION (standard character mark)
Fleetwood RV, Inc.	2,318,980	AMERICAN HERITAGE (standard character mark)
Fleetwood RV, Inc.	2,522,953	EXPEDITION (standard character mark)
Fleetwood RV, Inc.	2,602,359	TUFF COAT (standard character mark)
Fleetwood RV, Inc.	2,668,820	STORM (standard character mark)
Fleetwood RV, Inc.	2,705,159	FIESTA (standard character mark)
Fleetwood RV, Inc.	2,715,631	REVOLUTION (standard character mark)
Fleetwood RV, Inc.	2,733,217	PROVIDENCE (standard character mark)
Fleetwood RV, Inc.	2,828,834	TERRA (standard character mark)
Fleetwood RV, Inc.	2,903,920	AMERICAN COACH (standard character mark)
Fleetwood RV, Inc.	3,031,201	F and Design
Fleetwood RV, Inc.	3,095,256	POWER PLATFORM (standard character mark)
Fleetwood RV, Inc.	3,310,698	DISCOVERY (standard character mark)
Fleetwood RV, Inc.	3,412,315	ICON (standard character mark)
Fleetwood RV, Inc.	3,415,222	PULSE (standard character mark)
Fleetwood RV, Inc.	3,481,620	AMERICAN ALLEGIANCE
Fleetwood RV, Inc.	3,642,101	POWER BRIDGE CHASSIS (standard character mark)
Fleetwood RV, Inc.	3,815,764	ENCOUNTER (standard character mark)
Fleetwood RV, Inc.	3,856,602	PACE ARROW (standard character mark)
Fleetwood RV, Inc.	3,905,734	FLEETWOOD RV (standard character mark)
Fleetwood RV, Inc.	4,038,227	SEARCHER (standard character mark)
Fleetwood RV, Inc.	4,038,231	MONTARA (standard character mark)
Fleetwood RV, Inc.	4,127,857	AMERICAN REVOLUTION (stylized)
Fleetwood RV, Inc.	4,253,953	AMERICAN REVOLUTION (standard character mark)
Fleetwood RV, Inc.	4,380,205	AC (stylized)

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Fleetwood RV, Inc.	85/814,204	AMERICAN COACH DRIVING YOUR PASSION (stylized)
Fleetwood RV, Inc.	85/814,170	AMERICAN COACH DRIVING YOUR PASSION (standard character)