

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Country Coach Corporation		11/30/2015	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Winnebago Industries, Inc.		
Street Address:	605 W. Crystal Lake Road		
City:	Forest City		
State/Country:	IOWA		
Postal Code:	50436		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2527543	DYNOMAX	
Registration Number:	3408223	MAGNA	
Registration Number:	1304924	COUNTRY COACH	
Registration Number:	2048241	COUNTRY COACH DESTINATIONS	
Registration Number:	2988809	INSPIRE	
Registration Number:	3011203	AFFINITY	
Registration Number:	3085833	CC	
Registration Number:	3120537	INTRIGUE	
Registration Number:	3157476	ALLURE	
CORRESPONDENCE DATA			
Fax Number:	5152430654		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	515-288-2500		
Email:	angiekenin@davisbrownlaw.com		
Correspondent Name:	Angie Kenin/Davis Brown Law Firm		
Address Line 1:	215 10th Street, Ste. 1300		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	WINNEBAGO COUNTRY COACH		

OP \$240.00 2527543

NAME OF SUBMITTER:	Alexandria Christian
SIGNATURE:	/alexandriachristian/
DATE SIGNED:	01/21/2016
Total Attachments: 5 source=Country_Coach_IP_Assignment#page1.tif source=Country_Coach_IP_Assignment#page2.tif source=Country_Coach_IP_Assignment#page3.tif source=Country_Coach_IP_Assignment#page4.tif source=Country_Coach_IP_Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), dated as of November 30, 2015 ("Effective Date"), is made by Country Coach Corporation, an Oregon corporation with its principal place of business located at 135 East 1st Avenue, Junction City, OR 97448 (hereinafter "Seller") and Winnebago Industries, Inc., an Iowa Corporation with a principal place of business at 605 W. Crystal Lake Road, Forest City, IA 50436 (hereinafter "Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller (the "Agreement").

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth in Exhibit D to the Agreement and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth in Exhibit D to the Agreement and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (c) the domain names set forth in Exhibit D to the Agreement;
 - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action, and all resolutions of same, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the Effective Date, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which references is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice of conflict of law provisions or rule (whether of the State of Oregon or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Country Coach Corporation

By: Ronald E. Eber
Name: Ronald E. Eber
Title: Pres./CEO

AGREED TO AND ACCEPTED:

Winnebago Industries, Inc.

By: Sarah Nielsen
Name: SARAH NIELSEN
Title: VP-CEO


EXHIBIT "D"

SELLER's rights in all intellectual property.

BUYER: _____

SELLER: _____

Trademark and Patent Status as of October 15, 2015

MARK	USPTO Reg. No.	USPTO Serial No.	Status Link	Renewed
DYNOMAX	2527543	76280620	Dynomax/AI	5/13/2011
MAGNA	3408223	77160782	Magna/AI	4/22/2013
COUNTRY COACH	1304924	73450876	Country Coach/AI	8/20/2014
COUNTRY COACH DESTINATIONS	2048241	74677300	Destinations/AI	6/24/2006
INSPIRE	2988809	76601209	Inspire/AI	8/22/2015
AFFINITY	3011203	78472903	Affinity/AI	12/16/2014
LOGO IMAGE: 	3085833	76528852	CC Logo/AI	6/9/2015
INTRIGUE	3120537	78690152	Intrigue/AI	8/26/2015
ALLURE	3157476	78709413	Allure/AI	11/21/2011
VERANDA PATENT NUMBER 7841645; APPLICATION NUMBER 12012418			Veranda Patent/AI	3/7/2014



October 30, 2015

The domain names owned by Country Coach Corporation are:

countrycoach.com
countrycoach.club.com
ccgreenry.com

There are two subdomains we use:

apparel.countrycoach.com
destinations.countrycoach.com

Sandra Hart
Accounting Manager

EXCELLENCE BY DESIGN

135 East First Avenue | PO. Box 575 | Junction City, OR 97448

RECORDED: 01/21/2016

TRADEMARK
REEL: 005713 FRAME: 0613