

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REV GROUP, INC.	FORMERLY Allied Specialty Vehicles, Inc.	04/22/2016	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:	10005		
Entity Type:	German Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85058093	ASV ALLIED SPECIALTY VEHICLES	
Serial Number:	86568474	REV	
Serial Number:	86569376	REV	
Serial Number:	86615731	REV	
Serial Number:	86615704	REV	
Serial Number:	86848041	REV REV FINANCIAL SERVICES	
Serial Number:	86785976	REV GROUP	
Serial Number:	86786001	REV GROUP	
Serial Number:	86614414	VEHICLES FOR LIFE	
Serial Number:	86614445	VEHICLES FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	2128198200		
<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:	2128198200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Jinelle Park/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$265.00 85058093

ATTORNEY DOCKET NUMBER:	1111779-5981-X130
NAME OF SUBMITTER:	Jinelle Park
SIGNATURE:	/Jinelle Park/
DATE SIGNED:	04/22/2016

Total Attachments: 5

source=Active_56032675_5_REV Group (AIP) - ABL [REV Group] Trademark Security Agreement - Executed - Apr-22-2016#page1.tif

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated and effective as of April 22, 2016, by REV GROUP, INC. (formerly known as Allied Specialty Vehicles, Inc.), a Delaware corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among the Grantor, 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 amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Revolving Security Agreement");

WHEREAS, the Revolving Security Agreement requires Grantor 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.

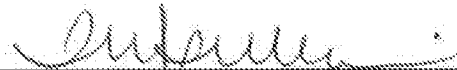
5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

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.[Remainder of page intentionally left blank]

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.

REV GROUP, INC., a Delaware corporation

By: 
Name: Tim W. Sullivan
Title: President & Chief Executive Officer

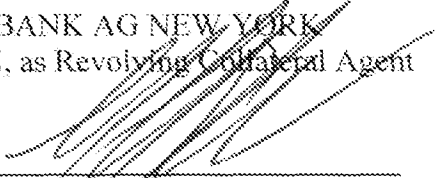
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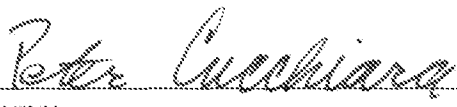
[REV Group – Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005776 FRAME: 0513

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK
BRANCH, as Revolving Collateral Agent

By: 
Name: Michael Shannon
Title: Vice President

By: 
Name: Peter Cucchiara
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner	Trademark Name	Application No.	Registration No.	Status
REV Group, Inc.	ASV ALLIED SPECIALTY VEHICLES design	85058093	3959746	Registered
REV Group, Inc.	REV	86568474		Pending
REV Group, Inc.	REV	86569376		Pending
REV Group, Inc.	REV design	86615731		Pending
REV Group, Inc.	REV design	86615704		Pending
REV Group, Inc.	REV FINANCIAL SERVICES DESIGN	86848041		Pending
REV Group, Inc.	REV GROUP design	86785976		Pending
REV Group, Inc.	REV GROUP design	86786001		Pending
REV Group, Inc.	Vehicles for Life	86614414		Pending
REV Group, Inc.	Vehicles for Life	86614445		Pending