

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHLAND RIDGE RV, INC.		08/09/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 W. MONROE 20TH EAST		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3754445	OPEN RANGE	
Registration Number:	3843885	ROLLING THUNDER	
Registration Number:	4176281	MESA RIDGE	
Registration Number:	4165538	LIGHT	
Registration Number:	4984162	HIGHLANDER	
Registration Number:	4834991	HIGHLAND RIDGE RV	
Registration Number:	4933548	MORE ROOM LESS WEIGHT	
Registration Number:	4840310	3X	
Registration Number:	4826822	LIGHT	
Registration Number:	4831232	OPEN RANGE	
Serial Number:	86544008	ROAMER	
CORRESPONDENCE DATA			
Fax Number:	7037125240		
<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:	7037125361		
Email:	SCOTUGNO@MCGUIREWOODS.COM		
Correspondent Name:	SHANNON COTUGNO		
Address Line 1:	1750 TYSONS BLVD		
Address Line 2:	SUITE 1800		

OP \$290.00 3754445

TRADEMARK

Address Line 4:	TYSONS, VIRGINIA 22102
NAME OF SUBMITTER:	Shannon Cotugno
SIGNATURE:	/SHANNON COTUGNO/
DATE SIGNED:	08/16/2016
Total Attachments: 3 source=BMOThorTM1#page1.tif source=BMOThorTM1#page2.tif source=BMOThorTM1#page3.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of August 9, 2016, by the undersigned (the “Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor, along with certain other parties, has entered into a Pledge and Security Agreement, dated June 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

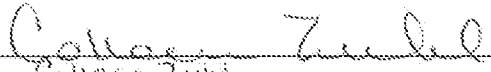
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

HIGHLAND RIDGE RV, INC., an Indiana
corporation

By: 
Name: Colleen Zuh
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

OWNED TRADEMARK/TRADE NAMES

MARK	OWNER	COUNTRY	STATUS	SER. NO.	REG. NO.
OPEN RANGE	Highland Ridge RV, Inc.	US	Registered	77786565	3754445
ROLLING THUNDER	Highland Ridge RV, Inc.	US	Registered	77792942	3843885
MESA RIDGE	Highland Ridge RV, Inc.	US	Registered	85129788	4176281
LIGHT	Highland Ridge RV, Inc.	US	Registered	85274929	4165538
HIGHLANDER	Highland Ridge RV, Inc.	US	Registered	86430095	4984162
HIGHLAND RIDGE RV	Highland Ridge RV, Inc.	US	Registered	86435499	4834991
MORE ROOM LESS WEIGHT	Highland Ridge RV, Inc.	US	Registered	86472739	4933548
3X	Highland Ridge RV, Inc.	US	Registered	86543998	4840310
ROAMER	Highland Ridge RV, Inc.	US	Pending	86544008	
LIGHT	Highland Ridge RV, Inc.	US	Registered	86552610	4826822
OPEN RANGE	Highland Ridge RV, Inc.	US	Registered	86552610	4831232