

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winnebago Industries, Inc.		11/08/2016	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn St., Attn: ABL Portfolio Mgr.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	4998353	W	
Registration Number:	4998352	W	
Registration Number:	5033092	WINNIE DROP	
Registration Number:	4931701	MICRO MINNIE	
Registration Number:	4804168	GLIDE & DINE	
Registration Number:	4779259		
Registration Number:	4779260		
Registration Number:	4835213		
Registration Number:	4833483	SPYDER	
Registration Number:	4802459	W	
Registration Number:	4905751	WINNEBAGO IND	
Registration Number:	4905752	WINNEBAGO TOWABLES	
Registration Number:	4746359	WINNEBAGO TOURING COACH	
Registration Number:	4761338	VIVA!	
Registration Number:	4761339	TREND	
Registration Number:	4761301	VOYAGE	
Registration Number:	4646527	TRIBUTE	
Registration Number:	4760922	INTABLE	
Registration Number:	4760923	INLOUNGE	

OP \$2090.00 4998353

Property Type	Number	Word Mark
Registration Number:	4993714	FUSE
Registration Number:	4585501	TRAVATO
Registration Number:	4685264	DESTINATION
Registration Number:	4795623	BRAVE
Registration Number:	4499253	SOLEI
Registration Number:	4660150	WIT CLUB
Registration Number:	4937012	FORZA
Registration Number:	4279952	WINNEBAGO
Registration Number:	4329365	SPIRIT
Registration Number:	4401042	MINNIE
Registration Number:	4339838	MINNIE WINNIE
Registration Number:	4187797	PLUS LOUNGER
Registration Number:	3872676	ACCESS
Registration Number:	3855294	TRUE AIR
Registration Number:	3855295	SUNCRUISER
Registration Number:	3816006	WINNEBAGO INDUSTRIES
Registration Number:	3816002	MERIDIAN BUILT PROUDLY BY WINNEBAGO INDU
Registration Number:	3875226	ACCESS BUILT PROUDLY BY WINNEBAGO INDUST
Registration Number:	3799875	INTELLISENSE ONE TOUCH CONTROL
Registration Number:	3783104	MERIDIAN
Registration Number:	3408223	MAGNA
Registration Number:	3450010	MAXUM CHASSIS
Registration Number:	3173015	BENCHMARK
Registration Number:	3172965	
Registration Number:	3172964	ITASCA
Registration Number:	3157476	ALLURE
Registration Number:	3120537	INTRIGUE
Registration Number:	3268838	IMPULSE
Registration Number:	3128401	THERMO-PANEL
Registration Number:	3011203	AFFINITY
Registration Number:	3096191	ELLIPSE
Registration Number:	2988809	INSPIRE
Registration Number:	2978015	VIEW
Registration Number:	2972440	CAMBRIA
Registration Number:	2977946	ASPECT
Registration Number:	3085833	CC
Registration Number:	2701992	REST EASY
Registration Number:	2692547	ONE PLACE

Property Type	Number	Word Mark
Registration Number:	2751901	SIGHTSEER
Registration Number:	2527543	DYNOMAX
Registration Number:	2564622	SUNSTAR
Registration Number:	2564621	VISTA
Registration Number:	2635922	THE MOST RECOGNIZED NAME IN MOTORHOMES
Registration Number:	2508202	POWERLINE ENERGY MANAGEMENT SYSTEM
Registration Number:	2474109	JOURNEY
Registration Number:	2285158	CHALET
Registration Number:	2279013	STOREMORE
Registration Number:	2048241	COUNTRY COACH DESTINATIONS
Registration Number:	1907271	RIALTA
Registration Number:	1908349	WINNEBAGO
Registration Number:	1907269	WINNEBAGO
Registration Number:	1526756	SPIRIT
Registration Number:	1304924	COUNTRY COACH
Registration Number:	1008781	WINNEBAGO
Registration Number:	2563720	SUNOVA
Serial Number:	87187039	WINNEBAGOLIFE
Serial Number:	87187043	WINNEBAGOLIFE
Serial Number:	87167432	VIA
Serial Number:	87167419	ADVENTURER
Serial Number:	87167426	ITASCA
Serial Number:	87167424	ERA
Serial Number:	87167429	NAVION
Serial Number:	87167430	REYO
Serial Number:	86677795	LATITUDE

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0154

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE:	/zg/
DATE SIGNED:	11/08/2016
Total Attachments: 14	
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 8, 2016 by and from WINNEBAGO INDUSTRIES, INC., an Iowa corporation, ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (in such capacity, "Grantee").

WHEREAS, Grantor, the other Loan Parties party thereto from time to time, the Lenders and Grantee have entered into that certain Loan Agreement, dated as of November 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Grantor, the other Loan Parties and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of November 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor has guaranteed the repayment of the Secured Obligations owing to the Lenders pursuant to Article X (Loan Guaranty) of the Loan Agreement.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement, or if not defined, therein, in the Security Agreement (each as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all the Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under (i) the Trademarks listed on Exhibit A attached hereto and the goodwill of the business connected with the use of or symbolized by such Trademarks; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due

or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (v) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall in no event include, and this Confirmatory Grant shall in no event create a security interest in, any Excluded Assets (including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

3) Counterparts. This Confirmatory Grant 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant 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, but giving effect to federal laws applicable to national banks.

5) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of November 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), JPMorgan Chase Bank, N.A., as administrative agent for the Term Loan Secured Parties (as defined in the Intercreditor Agreement), and each of the Loan Parties party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Confirmatory Grant or the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

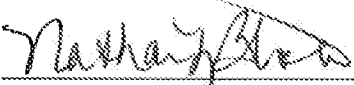
WINNEBAGO INDUSTRIES, INC., as Grantor

By: Sarah N. Nielsen
Name: Sarah N. Nielsen
Title: Vice President and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks
Winnebago Industries, Inc.

TRADEMARK
REEL: 005917 FRAME: 0498

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Nathan L. Bloch
Title: Managing Director

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks
Winnebago Industries, Inc.

TRADEMARK
REEL: 005917 FRAME: 0499

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

US Federal Trademark Registrations

Grantor	Registered Marks	Reg. No.	Reg. Date
Winnebago Industries, Inc.	W	4998353	07/12/2016
Winnebago Industries, Inc.	W	4998352	07/12/2016
Winnebago Industries, Inc.	WINNIE DROP	5033092	08/30/2016
Winnebago Industries, Inc.	MICRO MINNIE	4931701	04/05/2016
Winnebago Industries, Inc.	GLIDE & DINE	4804168	09/01/2015
Winnebago Industries, Inc.	DESIGN ONLY	4779259	07/21/2015
Winnebago Industries, Inc.	DESIGN ONLY	4779260	07/21/2015
Winnebago Industries, Inc.	DESIGN ONLY	4835213	10/20/2015

Winnebago Industries, Inc.	SPYDER	4833483	10/13/2015
Winnebago Industries, Inc.	W	4802459	09/01/2015
Winnebago Industries, Inc.	WINNEBAGO IND	4905751	02/23/2016
Winnebago Industries, Inc.	WINNEBAGO TOWABLES	4905752	02/23/2016
Winnebago Industries, Inc.	WINNEBAGO TOURING COACH	4746359	06/02/2015
Winnebago Industries, Inc.	VIVA	4761338	06/23/2015
Winnebago Industries, Inc.	TREND	4761339	06/23/2015
Winnebago Industries, Inc.	VOYAGE	4761301	06/23/2015
Winnebago Industries, Inc.	TRIBUTE	4646527	11/25/2014

Winnebago Industries, Inc.	INTABLE	4760922	06/23/2015
Winnebago Industries, Inc.	INLOUNGE	4760923	06/23/2015
Winnebago Industries, Inc.	FUSE	4993714	07/05/2016
Winnebago Industries, Inc.	TRAVATO	4585501	08/12/2014
Winnebago Industries, Inc.	DESTINATION	4685264	02/10/2015
Winnebago Industries, Inc.	BRAVE	4795623	08/18/2015
Winnebago Industries, Inc.	SOLEI	4499253	03/18/2014
Winnebago Industries, Inc.	WIT CLUB	4660150	12/23/2014
Winnebago Industries, Inc.	FORZA	4937012	04/12/2016

Winnebago Industries, Inc.	WINNEBAGO	4279952	01/22/2013
Winnebago Industries, Inc.	SPIRIT	4329365	04/30/2013
Winnebago Industries, Inc.	MINNIE	4401042	09/10/2013
Winnebago Industries, Inc.	MINNIE WINNIE	4339838	05/21/2013
Winnebago Industries, Inc.	PLUS LOUNGER	4187797	08/07/2012
Winnebago Industries, Inc.	ACCESS	3872676	11/09/2010
Winnebago Industries, Inc.	TRUE AIR	3855294	10/05/2010
Winnebago Industries, Inc.	SUNCRUISER	3855295	10/05/2010
Winnebago Industries, Inc.	WINNEBAGO INDUSTRIES	3816006	07/13/2010

Winnebago Industries, Inc.	MERIDIAN BUILT PROUDLY BY WINNEBAGO INDUSTRIES	3816002	07/13/2010
Winnebago Industries, Inc.	ACCESS BUILT PROUDLY BY WINNEBAGO INDUSTRIES	3875226	11/16/2010
Winnebago Industries, Inc.	INTELLISENSE ONE TOUCH CONTROL	3799875	06/08/2010
Winnebago Industries, Inc.	MERIDIAN	3783104	05/04/2010
Winnebago Industries, Inc.	MAGNA	3408223	04/08/2008
Winnebago Industries, Inc.	MAXUM CHASSIS	3450010	06/17/2008
Winnebago Industries, Inc.	BENCHMARK	3173015	11/21/2006
Winnebago Industries, Inc.	DESIGN ONLY	3172965	11/21/2006
Winnebago Industries, Inc.	ITASCA	3172964	11/21/2006

Winnebago Industries, Inc.	ALLURE	3157476	10/17/2006
Winnebago Industries, Inc.	INTRIGUE	3120537	07/25/2006
Winnebago Industries, Inc.	IMPULSE	3268838	07/24/2007
Winnebago Industries, Inc.	THERMO-PANEL	3128401	08/15/2006
Winnebago Industries, Inc.	AFFINITY	3011203	11/01/2005
Winnebago Industries, Inc.	ELLIPSE	3096191	05/23/2006
Winnebago Industries, Inc.	INSPIRE	2988809	08/30/2005
Winnebago Industries, Inc.	VIEW	2978015	07/26/2005
Winnebago Industries, Inc.	CAMBRIA	2972440	07/19/2005

Winnebago Industries, Inc.	ASPECT	2977946	07/26/2005
Winnebago Industries, Inc.	CC	3085833	04/25/2006
Winnebago Industries, Inc.	REST EASY	2701992	04/01/2003
Winnebago Industries, Inc.	ONE PLACE	2692547	03/04/2003
Winnebago Industries, Inc.	SIGHTSEER	2751901	08/19/2003
Winnebago Industries, Inc.	DYNOMAX	2527543	01/08/2002
Winnebago Industries, Inc.	SUNSTAR	2564622	04/23/2002
Winnebago Industries, Inc.	VISTA	2564621	04/23/2002
Winnebago Industries, Inc.	THE MOST RECOGNIZED NAME IN MOTORHOMES	2635922	10/15/2002

Winnebago Industries, Inc.	POWERLINE ENERGY MANAGEMENT SYSTEM	2508202	11/13/2001
Winnebago Industries, Inc.	JOURNEY	2474109	07/31/2001
Winnebago Industries, Inc.	CHALET	2285158	10/12/1999
Winnebago Industries, Inc.	STOREMORE	2279013	09/21/1999
Winnebago Industries, Inc.	COUNTRY COACH DESTINATIONS	2048241	03/25/1997
Winnebago Industries, Inc.	RIALTA	1907271	07/25/1995
Winnebago Industries, Inc.	WINNEBAGO	1908349	08/01/1995
Winnebago Industries, Inc.	WINNEBAGO	1907269	07/25/1995
Winnebago Industries, Inc.	SPIRIT	1526756	02/28/1989

Winnebago Industries, Inc.	COUNTRY COACH	1304924	11/13/1984
Winnebago Industries, Inc.	WINNEBAGO	1008781	04/15/1975
Winnebago Industries, Inc.	SUNOVA	2563720	4/23/2002

US Pending Federal Applications

Grantor	Mark	Serial No.	File Date
Winnebago Industries, Inc.	WINNEBAGOLIFE	87187039	09/29/2016
Winnebago Industries, Inc.	WINNEBAGOLIFE	87187043	09/29/2016
Winnebago Industries, Inc.	VIA	87167432	09/12/2016
Winnebago Industries, Inc.	ADVENTURER	87167419	09/11/2016
Winnebago Industries, Inc.	ITASCA	87167426	09/11/2016

Winnebago Industries, Inc.	ERA	87167424	09/11/2016
Winnebago Industries, Inc.	NAVION	87167429	09/11/2016
Winnebago Industries, Inc.	REYO	87167430	09/11/2016
Winnebago Industries, Inc.	HORIZON	87164542	09/08/2016
Winnebago Industries, Inc.	VOYAGE LITE	87164574	09/08/2016
Winnebago Industries, Inc.	VOYAGE SUITES	87164590	09/08/2016
Winnebago Industries, Inc.	PASEO	87154683	08/30/2016
Winnebago Industries, Inc.	INSTINCT	86739147	08/27/2015
Winnebago Industries, Inc.	LATITUDE	86677795	06/29/2015