

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cruise America, Inc.		01/05/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 W. Washington St., 25th Floor
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85003
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3864025	CRUISE AMERICA RV RENTAL & SALES
Registration Number:	3864026	CRUISE AMERICA RV RENTAL & SALES
Registration Number:	3864034	CRUISE AMERICA
Registration Number:	3864023	CRUISE AMERICA
Registration Number:	2057882	AMERICAN FLYER
Registration Number:	2573379	CRUISE AMERICA MOTORSPORTS
Registration Number:	2963060	CRUISE AMERICA RV RENTAL & SALES
Registration Number:	2125514	FUN MOVER
Registration Number:	4925993	CRUISE AMERICA RV RENTAL & SALES EMPLOYE
Registration Number:	4925992	CRUISE AMERICA RV RENTAL & SALES EMPLOYE

CORRESPONDENCE DATA

Fax Number: 3125786666

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: 3122633600

Email: maureen.drews@hkllaw.com

Correspondent Name: Elizabeth S. Perdue

Address Line 1: Holland & Knight LLP

Address Line 2: 131 S. Dearborn St., 30th Fl.

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

NAME OF SUBMITTER:	Elizabeth S. Perdue
SIGNATURE:	/Elizabeth S. Perdue/
DATE SIGNED:	01/09/2018
Total Attachments: 17 source=Cruise IP Security Agreement#page1.tif source=Cruise IP Security Agreement#page2.tif source=Cruise IP Security Agreement#page3.tif source=Cruise IP Security Agreement#page4.tif source=Cruise IP Security Agreement#page5.tif source=Cruise IP Security Agreement#page6.tif source=Cruise IP Security Agreement#page7.tif source=Cruise IP Security Agreement#page8.tif source=Cruise IP Security Agreement#page9.tif source=Cruise IP Security Agreement#page10.tif source=Cruise IP Security Agreement#page11.tif source=Cruise IP Security Agreement#page12.tif source=Cruise IP Security Agreement#page13.tif source=Cruise IP Security Agreement#page14.tif source=Cruise IP Security Agreement#page15.tif source=Cruise IP Security Agreement#page16.tif source=Cruise IP Security Agreement#page17.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of January 5th, 2018, by and among **RVR, INC.**, a Florida corporation ("**RVR**"), **CRUISE AMERICA, INC.**, a Florida corporation ("**Cruise America**" and, together with RVR, collectively, the "**US Borrowers**" and each, individually, a "**Borrower**") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as lender (hereinafter, in such capacity, the "**Bank**"). The Borrowers are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors". This represents an amendment and restatement of that certain Intellectual Property Security Agreement between the parties dated as of May 28, 2014 (the "**Existing IP Security Agreement**").

Statement of Facts

A. The Borrowers and the Bank are parties to a certain Amended and Restated Credit Agreement, dated as of May 28, 2014, by and among the Borrowers and the Bank (as amended to date, the "**Existing Credit Agreement**").

B. The parties are amending and restating the Existing Credit Agreement, pursuant to a Second Amended and Restated Credit Agreement, dated of even date herewith, by and among the Borrowers, Cruise Canada, Inc. ("**Canadian Borrower**") and the Bank (as amended, restated, or modified from time to time the "**Credit Agreement**")

C. In order to induce the Bank to enter into the Credit Agreement and other Loan Documents and to make advances to the Borrowers upon the terms and subject to the conditions contained in the Credit Agreement, each Grantor has agreed, upon the terms contained in the Credit Agreement, to reaffirm the grant to the Bank, and grant to the Bank, a continuing security interest in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of such Grantor in order to secure all of the Indebtedness and other obligations of Borrowers and Canadian Borrower to Bank under the Credit Agreement and the other Loan Documents.

D. Each Grantor has granted to the Bank continuing security interests in and Liens upon all of the Intellectual Property Collateral of such Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as May 3, 2011, by and among the Grantors and the Bank, as amended and restated as of the date hereof (as amended, restated, supplemented, modified and in effect from time to time, the "**Security Agreement**").

E. Upon the terms contained in the Credit Agreement and the Security Agreement, each Grantor has agreed to execute and deliver to the Bank this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Copyrights”** shall mean all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights (whether registered or unregistered), all registrations thereof; and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (the **“Copyright Office”**) or in any similar office or agency of the United States or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

(b) **“Credit Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Intellectual Property Collateral”** shall mean all of the right, title and interest of each Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of each Grantor and of its subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by each Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(d) “**Obligations**” means the payment and performance of the following, whether now in existence or hereafter arising: (a) the principal of, interest on (including interest accruing after the filing of any bankruptcy or similar petition) and any premium with respect to the Credit Agreement and the credit facilities provided for therein, and (b) all other fees and commissions (including attorneys’ fees), charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties owing by the Grantors and Canadian Borrower, to the Lender, in each case under any Loan Document, of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note and including interest and fees that accrue after the commencement by or against any Debtor of any proceeding under any provision of the Bankruptcy Code or the Canadian Bankruptcy Code, naming such Grantor as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

(e) “**Patents**” means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all issuances thereof, and all applications for letters patent of the United States or of any other country, including issuance and applications in the United States Patent and Trademark Office (the “**PTO**”) or in any similar office or agency of the United States or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

(f) “**Security Agreement**” shall have the meanings given to such terms in the Statement of Facts above.

(g) “**Trademarks**” shall mean all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, and other similar designations of source or origin (whether registered or unregistered), all registrations thereof; and all applications in connection therewith, including registrations and applications in the PTO or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the Code to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Bank, a continuing security interest in and Lien upon all of the right, title and interest of such Grantor to, in and under the Intellectual Property Collateral.

(b) The grant of the security interest contained in Section 2(a) above shall not extend to, and the term "Intellectual Property Collateral" shall not include, any directly held general intangibles, now or hereafter held or owned by such Grantor, to the extent, in each case, that (i) a security interest may not be granted by such Grantor in such directly held general intangibles (including applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks) as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(c) The grant of the security interest contained in Section 2(a) above shall extend to, and the term "Intellectual Property Collateral" shall include, (i) any and all proceeds of such directly held general intangibles to the extent that the proceeds are not themselves directly held general intangibles subject to Section 2(b) above and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded directly held general intangibles being obtained, thereafter such directly held general intangibles.

(d) The provisions of Section 2(b) above shall not apply to (i) directly held general intangibles to the extent that the restriction on such Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

3. **Covenants.** Each Grantor covenants and agrees with the Bank that in the event that such Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the PTO, the Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, such Grantor shall (i) immediately notify the Bank and (ii) promptly and upon request of the Bank, execute and deliver to the Bank a supplement hereto (in form and substance reasonably satisfactory to the Bank) to evidence Bank's security interests in and Liens

upon such Trademark, Patent or Copyright, as the case may be, and all of the general intangibles of such Grantor relating thereto or represented thereby.

4. **Security Agreement.** The security interests and Liens granted by each Grantor to the Bank pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by such Grantor to the Bank pursuant to the Security Agreement. Each Grantor and the Bank expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable Law. The exercise by the Bank of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ARIZONA (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER STATE).

8. **Arbitration.**

(a) **Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) any credit subject hereto, or any of the Loan Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

(b) **Governing Rules.** Any arbitration proceeding will (i) proceed in a location in Arizona selected by the American Arbitration Association (“**AAA**”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “**Rules**”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) **No Waiver of Provisional Remedies, Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) **Arbitrator Qualifications and Powers.** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Arizona or a neutral retired judge of the state or federal judiciary of Arizona, in either case with a

minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Arizona and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Arizona Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Loan Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

9. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

10. **Expenses.** In the event that any Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Loan Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Bank may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall reimburse the Bank for all of the costs and reasonable expenses thereof on demand by the Bank.

11. **Counterparts; Integration; Effectiveness.** This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Intellectual Property Security Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by telecopier (or electronic mail (in PDF format)) shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

12. **Additional Grantors.** Subsidiaries of the Grantors (each, an “Additional Grantor”) may hereafter become parties to this Intellectual Property Security Agreement by executing and delivering a joinder agreement in form and substance reasonably satisfactory to the Bank and its counsel. Upon such execution and delivery by any Additional Grantor, such Additional Grantor shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Intellectual Property Security Agreement as of the closing date, and the Bank, for itself and the benefit of the other Secured Parties, shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition of an Additional Grantor or the release of another Grantor hereunder nor by any election of the Bank not to cause any Person to become an Additional Grantor.

13. **Termination.** This Agreement shall continue in full force and effect, and the obligations and agreements of the Grantors hereunder shall continue to be fully operative, until the termination of all commitments of the Lender and the payment in full, in cash, of all Obligations (except contingent indemnification Obligations to the extent that no claim giving rise thereto has been asserted) and such payment shall be final and unavoidable.

14. **Amendment and Restatement.** This Agreement amends and restates the Existing IP Security Agreement. The rights and obligations of the parties evidenced by the Existing IP Security Agreement shall be evidenced by this Agreement and the grant of security interest in the Intellectual Property Collateral and the proceeds thereof by one or more of the Grantors under the Existing IP Security Agreement shall continue under, but as amended by, this Agreement, and shall not in any event be terminated, extinguished or annulled in any manner but shall hereafter continue and be governed by this Agreement. This Agreement is an amendment and restatement only and not a


novation. This Agreement shall not release or affect the liability of Grantors or release any owner of the Intellectual Property Collateral and proceeds granted as security for the Credit Agreement or any other obligation.

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IN WITNESS WHEREOF, the Grantors have caused this AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

THE GRANTORS:

RVR, INC.

By: 
Name: Eric Bensen
Title: Chief Financial Officer

CRUISE AMERICA, INC.

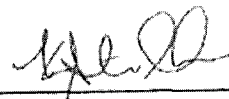
By: 
Name: Eric Bensen
Title: Chief Financial Officer

[Signature Page to A&R Intellectual Property Security Agreement]

TRADEMARK
REEL: 006245 FRAME: 0089

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: _____
Title:



[Signature Page to A&R Intellectual Property Security Agreement]



SCHEDULE I






To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Cruise America, Inc.	CRUISE AMERICA RV RENTAL AND SALES (logo) 	3,864,025 (U.S.)	10/19/2010
Cruise America, Inc.	CRUISE AMERICA RV RENTAL & SALES (logo) 	3,864,026 (U.S.)	10/19/2010
Cruise America, Inc.	CRUISE AMERICA CRUISE AMERICA	3,864,034 (U.S.)	10/19/2010
Cruise America, Inc.	CRUISE AMERICA CRUISE AMERICA	3,864,023 (U.S.)	10/19/2010
Cruise America, Inc.	AMERICAN FLYER	2,057,882 (U.S.)	4/29/1997

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Cruise America, Inc.	CRUISE AMERICA MOTORSPORTS AND DESIGN 	2,573,379 (U.S.)	5/28/2002
Cruise America, Inc.	CRUISE AMERICA RV RENTAL AND SALES	2,963,060 (U.S.)	6/21/2005
Cruise America, Inc.	FUN MOVER	2,125,514 (U.S.)	12/30/1997
Cruise America, Inc.	CRUISE AMERICA BY RENTAL & SALES EMPLOYEE OWNER. CUSTOMER DRIVEN  Employee owned. Customer driven.	4,925,993 (U.S.)	3/29/2016
Cruise America, Inc.	CRUISE AMERICA BY RENTAL & SALES EMPLOYEE OWNER. CUSTOMER DRIVEN	4,925,992 (U.S.)	3/29/2016
Cruise America, Inc.	CRUISE AMERICA CRUISE AMERICA	789,195 (Canada)	1/31/2011

<u>Company</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Cruise America, Inc.	CRUISE AMERICA MOTORSPORTS AND DESIGN 	582,932 (Canada)	6/3/2003
Cruise America, Inc.	CRUISE AMERICA RV RENTAL & SALES (and design) 	585,586 (Canada)	7/18/2003
Cruise America, Inc.	CRUISE CANADA RV RENTALS AND SALES AND DESIGN	582,850 (Canada)	5/30/2003
Cruise America, Inc.	<i>CRUISE AMERICA (old logo)</i> 	378,679 (Canada)	1/25/1991
Cruise America, Inc.	<i>CRUISE CANADA (Old Logo)</i> 	378,678 (Canada)	1/25/1991
Cruise America, Inc.	CRUISE AMERICA RV RENTAL & SALES (and design) 	2707099 (European Union)	9/16/2003

II. TRADEMARK APPLICATIONS.

<u>Company</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
Cruise America, Inc.	<i>CRUISE CANADA</i>	87/540581 (U.S.)	7/24/2017
Cruise America, Inc.	<i>CRUISE CANADA</i>	1872988 (Canada)	12/14/2017

III. TRADEMARK LICENSES.

None.

SCHEDULE II

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.

SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Company</u>	<u>Full Title</u>	<u>Copyright number</u>	<u>Date</u>
Cruise America, Inc.	Cruise America motorhome & van rentals troubleshooting guide.	TX0002213017	1987
Cruise America, Inc.	Fehlersuchanleitungen.	TX0002233753	1987
Cruise America, Inc.	Manuel de depannage.	TX0002233752	1987
Cruise America, Inc.	Problemas communes guia del perador.	TX0002233751	1987
Cruise America, Inc.	Rent a rolling holiday.	VA0000286238	1987
Cruise America, Inc.	Rent a Talegater.	VA0000320854	1988
Cruise America, Inc.	Travel counselor's sales manual.	TX0002220197	1987
Cruise America, Inc.	Put some excitement in your next vacation.	VA0000786634	1996
Cruise America, Inc.	Put some excitement in your next vacation.	VA0000787174	1996
Cruise America, Inc.	Cruise America motorhome & van rentals troubleshooting guide & 8 other titles	V9914D416	2014

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