

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RVR, INC.		01/05/2018	Corporation: FLORIDA
CRUISE AMERICA, INC.		01/05/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WELLS FARGO STRATEGIC CAPITAL, INC.		
Street Address:	1000 Louisiana St., 9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 11			
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	
Serial Number:	87540581	CRUISE CANADA	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS		
Address Line 1:	2050 MAIN STREET, SUite 1100		
TRADEMARK			

CH \$290.00 3864025

Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	37602-2
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	01/08/2018
Total Attachments: 17	
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO WELLS FARGO STRATEGIC CAPITAL, INC. PURSUANT TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIS “AGREEMENT”) AND THE EXERCISE OF ANY RIGHT OR REMEDY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JANUARY 5, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION, AS FIRST LIEN LENDER, AND WELLS FARGO STRATEGIC CAPITAL, INC., AS SECOND LIEN LENDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of January 5, 2018, by and among RVR, INC., a Florida corporation (“RVR”), CRUISE AMERICA, INC., a Florida corporation (“Cruise America” and, together with RVR, collectively, the “Borrowers” and each, individually, a “Borrower”), each Person that becomes a “Grantor” hereunder pursuant to the terms of Section 11 hereof (each such Person, together with the Borrowers, collectively, the “Grantors” and each individually, a “Grantor”) and WELLS FARGO STRATEGIC CAPITAL, INC., as lender (hereinafter, in such capacity, the “Lender”).

Statement of Facts

A. WHEREAS, concurrently with the date of date of this Agreement, the Borrowers and the Lender are entering into that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lender, upon the terms and subject to the conditions set forth therein, is providing to Borrowers a senior secured term loan facility in the initial aggregate principal amount of \$30,000,000 (the “Term Loan Facility”).

B. WHEREAS, the Lender’s obligation to provide the Term Loan Facility to the Borrowers under the Credit Agreement is subject, among other conditions, to receipt by the Lender of this Agreement duly executed by the Grantors.

C. WHEREAS, each Grantor has granted to the Lender 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 Second Lien Security Agreement, dated as of the date hereof, by and among the Grantors and the Lender (as

amended, restated, supplemented, modified and in effect from time to time, the “**Security Agreement**”).

D. WHEREAS, all of the Grantors expect to realize direct and indirect benefits as the result of the availability of the aforementioned Term Loan Facility.

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 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 Term Loan, 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 Grantor or Canadian Borrower of any proceeding under any provision of the Bankruptcy Code or the Canadian Bankruptcy Code, naming such Grantor or Canadian Borrower 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 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 the Term Loan Facility, 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 Lender, 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 Lender 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 Lender and (ii) promptly and upon request of the Lender, execute and deliver to the Lender a supplement hereto (in form and substance reasonably satisfactory to the Lender) to evidence the Lender'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 Lender pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by such Grantor to the Lender pursuant to the Security Agreement. Each Grantor and the Lender expressly agree that each of the security interests and Liens granted under this 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 Arizona Uniform Commercial Code, as in effect from time to time, and other applicable Law. The exercise by the Lender 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 Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this 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 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 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 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.

(h) 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.

9. Expenses. In the event that any Grantor shall fail to comply with the provisions of this 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 Lender may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall reimburse the Lender for all of the costs and reasonable expenses thereof on demand by the Lender.

10. Counterparts; Integration; Effectiveness. This 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 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 Agreement by telecopier (or electronic mail (in PDF format)) shall be effective as delivery of a manually executed counterpart of this Agreement.

11. **Additional Grantors.** Subsidiaries of the Grantors (each, an “Additional Grantor”) may hereafter become parties to this Agreement by executing and delivering a joinder agreement in form and substance reasonably satisfactory to the Lender 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 Agreement as of the closing date, and the Lender, 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 Lender not to cause any Person to become an Additional Grantor.

12. **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.

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IN WITNESS WHEREOF, the Grantors have caused this 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

LENDER:

WELLS FARGO STRATEGIC CAPITAL, INC.

By: William Wiener



Name: William Wiener
Title: Managing Director



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.	<p>CRUISE AMERICA MOTORSPORTS AND DESIGN</p> 	582,932 (Canada)	6/3/2003
Cruise America, Inc.	<p>CRUISE AMERICA RV RENTAL & SALES (and design)</p> 	585,586 (Canada)	7/18/2003
Cruise America, Inc.	<p>CRUISE CANADA RV RENTALS AND SALES AND DESIGN</p>	582,850 (Canada)	5/30/2003
Cruise America, Inc.	<p>CRUISE AMERICA (old logo)</p> 	378,679 (Canada)	1/25/1991
Cruise America, Inc.	<p>CRUISE CANADA (Old Logo)</p> 	378,678 (Canada)	1/25/1991
Cruise America, Inc.	<p>CRUISE AMERICA RV RENTAL & SALES (and design)</p> 	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.	CRUISE CANADA	87/540581 (U.S.)	7/24/2017
Cruise America, Inc.	CRUISE CANADA	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