

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RV Retailer Texas II, LLC		11/02/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Foundation Plaza, 12th Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3031206	EXPLORE USA RV SUPERCENTER	
Registration Number:	3019305	EXPLORE USA RV SUPERCENTER	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	kelly.branch@alston.com		
Correspondent Name:	Sam Gunn		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sam Gunn		
SIGNATURE:	/Sam Gunn/		
DATE SIGNED:	11/07/2018		
Total Attachments: 3			
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OP \$65.00 3031206

GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RV RETAILER TEXAS II, LLC, a Texas limited liability company (the “Grantor”) on this 2nd day of November, 2018, hereby grants to MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent (in such capacity, the “Grantee”), for the ratable benefit of the Lender Parties, a continuing first priority security interest in and Lien on all of the right, title and interest of the Grantor in all of the following property whether now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Guarantee and Collateral Agreement referred to below): (i) the Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”); (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral, and (iii) all IP-Related Rights (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral.

THIS GRANT OF SECURITY INTEREST (this “Grant”) as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Guarantee and Collateral Agreement referred to below), as such term is defined in that certain Guarantee and Collateral Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 2, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts (including by telecopy or in electronic (i.e., “pdf” or “tif”) format) and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

RV RETAILER TEXAS II, LLC, as Grantor



By:  _____
Name: John F. Rizzo
Title: Treasurer

[Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 006477 FRAME: 0527

Schedule A

TRADEMARKS

Mark	Owner	USPTO Reg. No.	Reg. Date
	RV Retailer Texas II, LLC	3031206	12/20/2005
	RV Retailer Texas II, LLC	3019305	11/29/2005

TRADEMARK APPLICATIONS

None.