

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RV Retailer East, LLC		12/07/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	ONE FOUNDATION PLAZA, 12TH FLOOR		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4793541	RV ONE OUTDOOR STORE	
<b>Registration Number:</b>	3675798	RVDIRECT.COM	
<b>Serial Number:</b>	88176769	RV ONE SUPERSTORES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	kelly.branch@alston.com		
<b>Correspondent Name:</b>	Sam Gunn		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sam Gunn		
<b>SIGNATURE:</b>	/Sam Gunn/		
<b>DATE SIGNED:</b>	02/08/2019		
<b>Total Attachments: 3</b>			
source=03. RV - TM Security Agreement (RV Retailer East, LLC) (Executed)#page1.tif			
source=03. RV - TM Security Agreement (RV Retailer East, LLC) (Executed)#page2.tif			
source=03. RV - TM Security Agreement (RV Retailer East, LLC) (Executed)#page3.tif			

OP \$90.00 4793541

GRANT OF SECURITY INTEREST  
TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RV RETAILER EAST, LLC, a Florida limited liability company (the “Grantor”) on this 7th day of December, 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 EAST, LLC, as Grantor

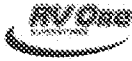
By:  \_\_\_\_\_  
Name: John F. Rizzo  
Title: Treasurer

Schedule A

TRADEMARKS

Country	Trademark	Application No.	Registration No.	Registration Date	Owner Information
USA	RV ONE OUTDOOR STORE 	86442700	4793541	8/18/2015	RV Retailer East, LLC
USA	RVDIRECT.COM RVDIRECT.COM	77/644,762	3,675,798	9/1/2009	RV Retailer East, LLC

TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Application Date	Owner Information
USA	RV ONE SUPERSTORES 	88/176,769	10/31/2018	RV Retailer East, LLC