

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND RECREATIONAL VEHICLES, LLC		10/01/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	5369567	D	
Registration Number:	5573660	D ELITE SUITES	
Registration Number:	5593817	D MOBILE SUITES	
Serial Number:	87903830	FOCUS	
Registration Number:	5402034	FUEL	
Registration Number:	5452684	FULLHOUSE	
Registration Number:	5583924	MOBILE SUITES	
Registration Number:	5106536	SOUTH FORK	
Registration Number:	3648866	BIG COUNTRY	
Registration Number:	3412668	BIGHORN	
Registration Number:	5001518	BOSS	
Registration Number:	3839210	CALIBER	
Registration Number:	3738206	CYCLONE	
Registration Number:	3773392	ELKRIDGE	
Registration Number:	4424037	FAIRFIELD	
Registration Number:	5119459	FUN FINDER	
Registration Number:	4337722	GATEWAY	
Registration Number:	3615983	HEARTLAND	

CH \$1190.00 5369567

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3638425	HEARTLAND
Registration Number:	4682235	HEARTLAND
Registration Number:	3046838	HEARTLAND RECREATIONAL VEHICLES
Registration Number:	5016229	LAKEVIEW
Registration Number:	2979609	LANDMARK
Registration Number:	4211454	LYNX
Registration Number:	880791	MALLARD
Registration Number:	4576108	MALLARD
Registration Number:	869973	
Registration Number:	4868490	MPG
Registration Number:	4898791	NORTH TRAIL
Registration Number:	4800889	OAKMONT
Registration Number:	3048544	PIONEER
Registration Number:	4246398	PIONEER
Registration Number:	3575586	PROWLER
Registration Number:	5119458	RADIANCE
Registration Number:	4964010	RESORT
Registration Number:	3589025	ROAD WARRIOR
Registration Number:	5268942	SHADOW CRUISER
Registration Number:	4890036	STRYKER
Registration Number:	3240447	SUNDANCE
Registration Number:	1082441	TERRY
Registration Number:	808384	TERRY
Registration Number:	4165913	TORQUE
Registration Number:	3357464	TRAIL RUNNER
Registration Number:	3599656	WIDE TRAX SUSPENSION
Registration Number:	2853971	WILDERNESS
Serial Number:	87511265	THREE SIXTY FIVE
Serial Number:	87041368	MILESTONE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3762

Email: ksolomon@stblaw.com

Correspondent Name: ALYSHA SEKHON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

TRADEMARK

REEL: 006822 FRAME: 0446

ATTORNEY DOCKET NUMBER:	509265/2159
NAME OF SUBMITTER:	ALYSHA SEKHON
SIGNATURE:	/AS/
DATE SIGNED:	12/19/2019
Total Attachments: 7 source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page1.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page2.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page3.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page4.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page5.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page6.tif source=Vision - ABL Trademark Security Agreement (Heartland Recreational)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2019 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, THOR INDUSTRIES, INC., a Delaware corporation (the “Parent Borrower”) has entered into the ABL Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, certain subsidiaries of the Parent Borrower party thereto (the “Subsidiary Borrowers”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the ABL Collateral Agreement, dated as of February 1, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.**Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.**Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.**Conflict Provision.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition

to those set forth in the Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

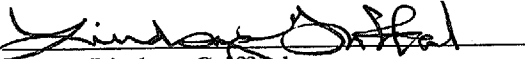
Heartland Recreational Vehicles, LLC,
as Grantors

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

[Signature Page to ABL Trademark Security Agreement (Heartland Recreational Vehicles, LLC)]

TRADEMARK
REEL: 006822 FRAME: 0450

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

By: 
Name: Lindsay Griffard
Title: Authorized Officer

SCHEDULE A

United States Trademarks and Trademark Applications

Registered Owner/ Grantor	Country	Trademark	Registration No. or Application No.
Heartland Recreational Vehicles, LLC	United States	D	5369567
Heartland Recreational Vehicles, LLC	United States	D ELITE SUITES	5573660
Heartland Recreational Vehicles, LLC	United States	D MOBILE SUITES	5593817
Heartland Recreational Vehicles, LLC	United States	FOCUS	87/903830
Heartland Recreational Vehicles, LLC	United States	FUEL	5402034
Heartland Recreational Vehicles, LLC	United States	FULLHOUSE	5452684
Heartland Recreational Vehicles, LLC	United States	MOBILE SUITES	5583924
Heartland Recreational Vehicles, LLC	United States	SOUTH FORK	5106536
Heartland Recreational Vehicles, LLC	United States	BIG COUNTRY	3648866
Heartland Recreational Vehicles, LLC	United States	BIGHORN	3412668
Heartland Recreational Vehicles, LLC	United States	BOSS	5001518
Heartland Recreational Vehicles, LLC	United States	CALIBER	3839210
Heartland Recreational Vehicles, LLC	United States	CYCLONE	3738206
Heartland Recreational Vehicles, LLC	United States	ELKRIDGE	3773392
Heartland Recreational Vehicles, LLC	United States	FAIRFIELD	4424037
Heartland Recreational Vehicles, LLC	United States	FUN FINDER	5119459
Heartland Recreational Vehicles, LLC	United States	GATEWAY	4337722
Heartland Recreational Vehicles, LLC	United States	HEARTLAND	3615983
Heartland Recreational	United States	HEARTLAND	3638425

[Schedule to ABL Trademark Security Agreement]

Vehicles, LLC			
Heartland Recreational Vehicles, LLC	United States	HEARTLAND	4682235
Heartland Recreational Vehicles, LLC	United States	HEARTLAND RECREATIONAL VEHICLES	3046838
Heartland Recreational Vehicles, LLC	United States	LAKEVIEW	5016229
Heartland Recreational Vehicles, LLC	United States	LANDMARK	2979609
Heartland Recreational Vehicles, LLC	United States	LYNX	4211454
Heartland Recreational Vehicles, LLC	United States	MALLARD	880791
Heartland Recreational Vehicles, LLC	United States	MALLARD & design	4576108
Heartland Recreational Vehicles, LLC	United States	DESIGN ONLY	869973
Heartland Recreational Vehicles, LLC	United States	MPG	4868490
Heartland Recreational Vehicles, LLC	United States	NORTH TRAIL	4898791
Heartland Recreational Vehicles, LLC	United States	OAKMONT	4800889
Heartland Recreational Vehicles, LLC	United States	PIONEER	3048544
Heartland Recreational Vehicles, LLC	United States	PIONEER & design	4246398
Heartland Recreational Vehicles, LLC	United States	PROWLER	3575586
Heartland Recreational Vehicles, LLC	United States	RADIANCE	5119458
Heartland Recreational Vehicles, LLC	United States	RESORT	4964010
Heartland Recreational Vehicles, LLC	United States	ROAD WARRIOR	3589025
Heartland Recreational Vehicles, LLC	United States	SHADOW CRUISER	5268942
Heartland Recreational Vehicles, LLC	United States	STRYKER	4890036
Heartland Recreational Vehicles, LLC	United States	SUNDANCE	3240447
Heartland Recreational Vehicles, LLC	United States	TERRY	1082441
Heartland Recreational Vehicles, LLC	United States	TERRY & design	808384
Heartland Recreational Vehicles, LLC	United States	TORQUE	4165913
Heartland Recreational	United States	TRAIL RUNNER	3357464

[Schedule to ABL Trademark Security Agreement]

Vehicles, LLC			
Heartland Recreational Vehicles, LLC	United States	WIDE TRAX SUSPENSION & design	3599656
Heartland Recreational Vehicles, LLC	United States	WILDERNESS	2853971
Heartland Recreational Vehicles, LLC	United States	THREE SIXTY FIVE	87/511265
Heartland Recreational Vehicles, LLC	United States	MILESTONE	87/041368

Exclusive Trademark Licenses

None.

[Schedule to ABL Trademark Security Agreement]