

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554211

| | | | |
|--|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT-TL | | |
| 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: 0456

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 509265/2159 |
| NAME OF SUBMITTER: | ALYSHA SEKHON |
| SIGNATURE: | /AS/ |
| DATE SIGNED: | 12/19/2019 |

Total Attachments: 7

source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page1.tif
source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page2.tif
source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page3.tif
source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page4.tif
source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page5.tif
source=Vision - Term Loan Trademark Security Agreement (Heartland Recreational)#page6.tif
source=Vision - Term Loan 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 “Borrower”) has entered into a Term Loan 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 Borrower, 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 Term Loan 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.

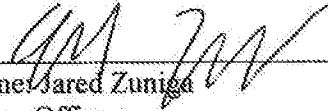
Heartland Recreational Vehicles, LLC
as Grantors

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Treasurer

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

TRADEMARK
REEL: 006822 FRAME: 0460

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

By: 
Name: Jared Zuniga
Title: Officer

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

TRADEMARK
REEL: 006822 FRAME: 0461

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 Term Loan 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 Term Loan 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 Term Loan Trademark Security Agreement]