

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM585299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grand Design RV, LLC		07/08/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	190 S. LaSalle		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4358074	SOLITUDE	
Registration Number:	4361597	GRAND DESIGN RECREATIONAL VEHICLES	
Registration Number:	4478920	GRAND DESIGN RV	
Registration Number:	4569512	REFLECTION	
Registration Number:	4569541	MOMENTUM	
Registration Number:	4609053	GRAND DESIGN	
Registration Number:	4974850	IMAGINE	
Registration Number:	5597911		
Registration Number:	5975157	TRANSCEND XPLORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	045494-0350 HP		

CH \$240.00 4358074

NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	07/08/2020
Total Attachments: 5 source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Grand Design RV)_116888713_1_0#page1.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Grand Design RV)_116888713_1_0#page2.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Grand Design RV)_116888713_1_0#page3.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Grand Design RV)_116888713_1_0#page4.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Grand Design RV)_116888713_1_0#page5.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of July 8, 2020 by and from GRAND DESIGN RV, LLC, an Indiana limited liability company (“Grantor”) to and in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral trustee for the Priority Lien Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the “Collateral Trustee”).

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of the date hereof in favor of the Collateral Trustee (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Collateral Trustee for the benefit of the Priority Lien Secured Parties. The rights and remedies of Collateral Trustee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Collateral Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Collateral Trust Agreement dated as of the date hereof among the Grantor, the other grantors from time to time party thereto and the Collateral Trustee (each as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the Secured Obligations.

(b) The Grantor hereby grants to Collateral Trustee, on behalf of and for the ratable benefit of the Priority Lien Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under (i) the Trademarks listed on Exhibit A attached hereto and the goodwill of the business connected with the use of or symbolized by such Trademarks; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (v) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (the “Trademark Collateral”). Notwithstanding the foregoing, the Trademark Collateral shall in no event include, and this Confirmatory Grant shall in no event create a security interest in, any Excluded Assets (including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, but giving effect to federal laws applicable to national banks.

5) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Trustee pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Collateral Trustee hereunder, are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), U.S. Bank National Association as collateral trustee for the Fixed Asset Secured Parties (as defined in the Intercreditor Agreement) and each of the Loan Parties party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Confirmatory Grant and the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6) Collateral Trust Agreement. In the event of any conflict between this Confirmatory Grant and the Collateral Trust Agreement, the Collateral Trust Agreement shall control, and no right, power or remedy granted to the Collateral Trustee hereunder shall be exercised by the Collateral Trustee, and no direction shall be given by the Collateral Trustee hereunder in contravention of, the Collateral Trust Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRAND DESIGN RV, LLC,
as Grantor

By: 


Name: Bert Jameson

Title: Treasurer

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 006994 FRAME: 0977

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

By: 

Name: Linda Garcia

Title: Vice President

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 006994 FRAME: 0978

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

TRADEMARKS

Grantor	Registered Mark	Country	Reg. No.	Reg. Date
Grand Design RV, LLC	SOLITUDE	US	4,358,074	6/25/2013
Grand Design RV, LLC	GRAND DESIGN RECREATIONAL VEHICLES	US	4,361,597	7/2/2013
Grand Design RV, LLC	GRAND DESIGN RV	US	4,478,920	2/4/2014
Grand Design RV, LLC	REFLECTION	US	4,569,512	7/15/2014
Grand Design RV, LLC	MOMENTUM	US	4,569,541	7/15/2014
Grand Design RV, LLC	GRAND DESIGN	US	4,609,053	9/23/2014
Grand Design RV, LLC	IMAGINE	US	4,974,850	7/7/2016
Grand Design RV, LLC	TRANSCEND	US	5,597,911	3/12/2019
Grand Design RV, LLC	TRANSCEND XPLORE	US	5,975,157	2/4/2020