

05-12-2005

5/12/05 REC T
 102902638
 To the Director of the U. S. Patent and Trademark Office: Please record in _____
 nents or the new address(es) below.

<p>1. Name of conveying party(ies): Atwood Mobile Products, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Illinois</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A., as Collateral Agent</u> Internal Address: <u>Suite 350</u> Street Address: <u>20800 Swenson Drive</u> City: <u>Waukesha</u> State: <u>WI</u> Country: <u>USA</u> Zip: <u>53187</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>May 3, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____
 See continuation of Item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Linda R. Kastner</u> Internal Address: <u>c/o Latham & Watkins</u> <u>Suite 5800</u> Street Address: <u>233 S. Wacker Drive</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> Phone Number: <u>(312) 876-7628</u> Fax Number: <u>(312) 993-9767</u> Email Address: <u>Linda.Kastner@lw.com</u></p>	<p>6. Total number of applications and registrations involved: 25</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>640.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
--	--

9. Signature: Linda R. Kastner May 9, 2005
 Signature Date

Total number of pages including cover sheet, attachments, and document: 8

05/16/2005 BYRNE 00000003 1366565
 01 FC:8521
 02 FC:8522
 03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATWOOD MOBILE PRODUCTS, INC.

CONTINUATION OF ITEM 4

U.S. TRADEMARK REGISTRATIONS

Registration No.
1,366,565
0,832,205
0,774,436
1,024,172
1,027,869
1,323,099
1,443,019
2,832,644
1,739,672
2,397,577
2,907,630
2,891,724
2,351,548
1,076,891
0,972,219
2,864,343
0,848,652
0,737,911
2,843,565
2,842,216
2,842,214
1,997,527
1,702,479
2,535,804
1,662,376

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2005, by ATWOOD MOBILE PRODUCTS, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. in its capacity as collateral agent (the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Trademarks" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to the following: (i) all U.S. trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) 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 thereof; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

(c) “Secured Parties” means the Agents, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and

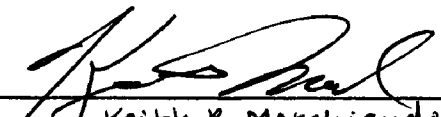
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATWOOD MOBILE PRODUCTS, INC.

By: 
Name: Keith R. Marchiando
Title: President and C.F.O.

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Atwood Mobile Products, Inc. Trademark Security Agreement]

S-1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATWOOD MOBILE PRODUCTS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Brian Conole
Name: Brian Conole
Title: Senior Vice President

[Signature Page to Atwood Mobile Products, Inc. Trademark Security Agreement]






S-1

SCHEDULE I









ATWOOD MOBILE PRODUCTS, INC.

INTELLECTUAL PROPERTY RIGHTS¹

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Status	Owner
A Design 	1,366,565	10/22/85	Renewal due 10/22/05	Atwood Mobile Products, Inc.
A Design 	0,832,205	7/18/67	Renewal due 7/18/07	Atwood Mobile Products, Inc.
A Design 	0,774,436	8/4/64	Renewal due 8/4/14	Atwood Mobile Products, Inc.
ATWOOD	1,024,172	11/4/75	Renewal due 11/4/05	Atwood Mobile Products, Inc.
ATWOOD	1,027,869	12/23/75	Renewal due 12/23/05	Atwood Mobile Products, Inc.
ATWOOD	1,323,099	3/5/85	Renewal due 3/5/15	Atwood Mobile Products, Inc.
ATWOODAIR 	1,443,019	6/16/87	Renewal due 6/16/07	Atwood Mobile Products, Inc.
BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	2,832,644	4/13/04	6-year Affidavit of Use due 4/13/10	Atwood Mobile Products, Inc.
Design 	1,739,672	12/15/92	Renewal due 12/15/12	Atwood Mobile Products, Inc.

¹ If and to the extent that a grant of a security interest in the ITUs would violate section 10 of the Trademark Act, then notwithstanding anything to the contrary contained herein no grant of a security interest in any such ITU's shall attach until such time as a verified statement of use has been filed with respect thereof pursuant to Section 1(d) of the Trademark Act.

Mark	Registration No.	Registration Date	Status	Owner
Design 	2,397,577	10/24/00	6-year Affidavit of Use due 10/24/06	Atwood Mobile Products, Inc.
Design 	2,907,630	12/7/04	6-year Affidavit of Use due 12/7/10	Atwood Mobile Products, Inc.
DURALEG	2,891,724	10/5/04	6-year Affidavit of Use due 10/5/10	Atwood Mobile Products, Inc.
EXCALIBUR	2,351,548	5/23/00	6-year Affidavit of Use due 5/23/06	Atwood Mobile Products, Inc.
EXCEL 	1,076,891	11/8/77	Renewal due 11/8/07	Atwood Mobile Products, Inc.
EXCEL 	0,972,219	11/6/73	Renewal due 11/6/13	Atwood Mobile Products, Inc.
HOT 	2,864,343	7/20/04	6-year Affidavit of Use due 7/20/10	Atwood Mobile Products, Inc.
HYDRO FLAME	0,848,652	5/7/68	Renewal due 5/7/08	Atwood Mobile Products, Inc.
HYDRO FLAME	0,737,911	9/18/62	Renewal due 9/18/12	Atwood Mobile Products, Inc.
LEVELEGS	2,843,565	5/18/04	6-Year Affidavit of Use due 5/18/10	Atwood Mobile Products, Inc.
PRO TOW'D	2,842,216	5/18/04	6-year Affidavit of Use due 5/18/10	Atwood Mobile Products, Inc.
PRO TOW'D 	2,842,214	5/18/04	6-year Affidavit of Use due 5/18/10	Atwood Mobile Products, Inc.
PROTECTOR	1,997,527	8/27/96	Renewal due 8/27/06	Atwood Mobile Products, Inc.
PRO-TOW 	1,702,479	7/21/92	Renewal due 7/21/12	Atwood Mobile Products, Inc.
WEDGEWOOD VISION	2,535,804	2/5/02	6-year Affidavit of Use due 2/5/07	Atwood Mobile Products, Inc.
WEDGEWOOD 	1,662,376	10/29/91	Renewal due 10/29/11	Atwood Mobile Products, Inc.