

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stag-Parkway, Inc.		06/14/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	520 Madison Avenue
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2899647	LET'S GO RVING
Registration Number:	2665748	RV U
Registration Number:	2682662	HARVEY THE RV
Registration Number:	2645500	HARVEY
Registration Number:	2746026	RV UNIVERSITY

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-4691
 Email: jhannon@kslaw.com
 Correspondent Name: James M. Hannon
 Address Line 1: 1180 Peachtree Street
 Address Line 2: 34th Floor
 Address Line 4: Atlanta, GEORGIA 30309

CH \$140.00 2899647

ATTORNEY DOCKET NUMBER:	13341.009001
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	07/18/2006
Total Attachments: 4 source=Final TM Sec Agmt#page1.tif source=Final TM Sec Agmt#page2.tif source=Final TM Sec Agmt#page3.tif source=Final TM Sec Agmt#page4.tif	

**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT
(TRADEMARK SECURITY AGREEMENT)**

WHEREAS, STAG-PARKWAY, INC., a Georgia corporation (herein referred to as "Grantor"), having an address at 7095 Tradewater Parkway, Atlanta, Georgia 30336, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Allied Capital Corporation ("Secured Party"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

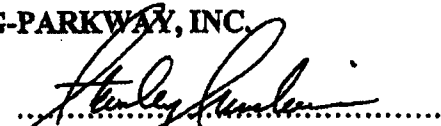
The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is 520 Madison Avenue, 27th Floor, New York, New York 10022, Attention: W. Andrew Shea, with a copy to 1919 Pennsylvania, NW, Washington D.C. 20006, Attention Dan Higgins.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of July __, 2006.

STAG-PARKWAY, INC.

By:



Name: Stanley I. Sunshine

Title: President

[Trademark Security Agreement]

TRADEMARK
REEL: 003350 FRAME: 0028

STATE OF *Georgia*)
) ss.:
COUNTY OF *Sulton*)

On this 14th day of July, 2006, before me personally appeared Stanley I. Sunshine, to me known, who, being by me duly sworn, did depose and say that he/she resides at 6280 Buckwater Trail, Atlanta, GA and that he/she is President of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Amelia F. Pierce
Notary Public



**Schedule 1-A to the SUPPLEMENT TO GUARANTEE
AND COLLATERAL AGREEMENT
(TRADEMARK SECURITY AGREEMENT)**

Trademark	Registration Date	Registration No.
LET'S GO RVING	11/2/2004	2,899,647
RV U (design plus words)	12/24/2002	2,665,748
HARVEY THE RV	2/4/2003	2,682,662
HARVEY (design plus words)	11/5/2002	2,645,500
RV UNIVERSITY	8/5/2003	2,746,026