

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huseby, Inc.		01/22/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	301 South Tryon Street, 28th Floor		
Internal Address:	Mail Code: D1130-286		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4450373	HUSEBY.COM	
Registration Number:	4414911	QUALITY, INNOVATION & MOBILITY SINCE 192	
Registration Number:	4411223	H	
Serial Number:	86035500	HUSEBY	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		

OP \$115.00 4450373

ATTORNEY DOCKET NUMBER:	512485-005336
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	01/24/2014
Total Attachments: 4 source=Executed IP Notice - Huseby#page1.tif source=Executed IP Notice - Huseby#page2.tif source=Executed IP Notice - Huseby#page3.tif source=Executed IP Notice - Huseby#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of January 22, 2014 (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement" – capitalized terms used but not defined herein have the meanings ascribed therein) by and among the Debtors from time to time party thereto (each an "Debtor" and collectively, the "Debtors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Bank ("Bank"), the undersigned Debtor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Debtor in and to the Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto, to Bank to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations.

The undersigned Debtor and Bank hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark or trademark application, and (iii) in the event of any conflict between the terms of this agreement and the terms of the Agreement, the terms of the Agreement shall govern. This notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Very truly yours,

HUSEBY, INC.,
a North Carolina corporation

By 

Name: Scott A. Huseby

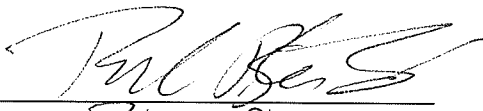
Title: CEO/President

HUSEBY, INC.
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 005200 FRAME: 0766

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Bank

By: 
Name: Robert Blackard Jr.
Title: Vice President

Schedule 1

Huseby, Inc.
(North Carolina Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
HUSEBY.COM	4450373	12/17/13
QUALITY, INNOVATION & MOBILITY SINCE 1928	4414911	10/08/13
H and Design	4411223	10/01/13

Pending Application

Mark	Appl. No.	Filing Date
HUSEBY	86035500	08/12/13