

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT-ABL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
K.Z., INC.		10/01/2019	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 SOUTH DEARBORN STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87741951	VISION	
<b>Registration Number:</b>	4466448	GOLDRUSH	
<b>Registration Number:</b>	4288984	INFERNO	
<b>Registration Number:</b>	4647347	KZ	
<b>Registration Number:</b>	4647348	K-Z	
<b>Registration Number:</b>	4609463	LEAF	
<b>Registration Number:</b>	4289121	MXT	
<b>Registration Number:</b>	2216807	NEW VISION	
<b>Registration Number:</b>	4289112	ROCK CLIMBER	
<b>Registration Number:</b>	5151633	SIDEWINDER	
<b>Registration Number:</b>	4466639	SONIC	
<b>Registration Number:</b>	3004384	SPORTSMEN	
<b>Registration Number:</b>	4570606	SPORTSMEN CLASSIC	
<b>Registration Number:</b>	5001479	SPORTTREK	
<b>Registration Number:</b>	3183731	SPREE	
<b>Registration Number:</b>	4474390	SPREE CONNECT	
<b>Registration Number:</b>	4944629	SPREE ESCAPE	
<b>Registration Number:</b>	4288995	STONE RIDGE	
<b>Registration Number:</b>	4856745	VENOM	

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Property Type	Number	Word Mark
Registration Number:	4737639	VISION
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2124552502	
<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:	(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	
ATTORNEY DOCKET NUMBER:	509265/2159	
NAME OF SUBMITTER:	ALYSHA SEKHON	
SIGNATURE:	/AS/	
DATE SIGNED:	12/19/2019	
<b>Total Attachments: 5</b>		
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source=Vision - ABL Trademark Security Agreement (K.Z. Inc.)#page2.tif		
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## 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 “Parent Borrower”) has entered into the ABL 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 Parent Borrower, certain subsidiaries of the Parent Borrower party thereto (the “Subsidiary Borrowers”), 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 ABL 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.

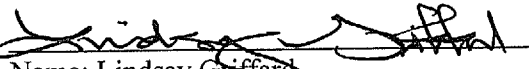
K. Z., Inc.,  
as Grantors

By: Colleen Zuhl  
Name: Colleen Zuhl  
Title: Treasurer

[Signature Page to ABL Trademark Security Agreement (K.Z., Inc.)]

**TRADEMARK**  
**REEL: 006822 FRAME: 0485**

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

By:   
Name: Lindsay Griffard  
Title: Authorized Officer

[Signature Page to ABL Trademark Security Agreement (K.Z., Inc.)]

**TRADEMARK**  
**REEL: 006822 FRAME: 0486**

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Registered Owner/ Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
K.Z., Inc.	United States	VISION	87/741951
K.Z., Inc.	United States	GOLDRUSH	4466448
K.Z., Inc.	United States	INFERNO	4288984
K.Z., Inc.	United States	KZ	4647347
K.Z., Inc.	United States	K-Z	4647348
K.Z., Inc.	United States	LEAF	4609463
K.Z., Inc.	United States	MXT	4289121
K.Z., Inc.	United States	NEW VISION	2216807
K.Z., Inc.	United States	ROCK CLIMBER	4289112
K.Z., Inc.	United States	SIDEWINDER	5151633
K.Z., Inc.	United States	SONIC	4466639
K.Z., Inc.	United States	SPORTSMEN	3004384
K.Z., Inc.	United States	SPORTSMEN CLASSIC	4570606
K.Z., Inc.	United States	SPORTTREK	5001479
K.Z., Inc.	United States	SPREE	3183731
K.Z., Inc.	United States	SPREE CONNECT	4474390
K.Z., Inc.	United States	SPREE ESCAPE	4944629
K.Z., Inc.	United States	STONE RIDGE	4288995
K.Z., Inc.	United States	VENOM	4856745
K.Z., Inc.	United States	VISION	4737639

Exclusive Trademark Licenses

None.

[Schedule to ABL Trademark Security Agreement]