

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
Affinity Group, Inc.		06/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	New York Life Investment Management LLC
Street Address:	51 Madison Avenue, Room 201
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	77168855	RECREATION IN MOTION
Registration Number:	2092635	AFFINITY GROUP, INC.
Registration Number:	3306394	AGI EVENTS
Registration Number:	2045752	AGI
Registration Number:	1851088	AMERICAN RIDER
Registration Number:	3253694	CAMPCLUB USA
Registration Number:	2015238	CARAVENTURE
Registration Number:	1593450	COAST TO COAST
Registration Number:	1594211	COAST TO COAST
Registration Number:	1655776	COAST TO COAST
Registration Number:	2285802	COAST TO COAST
Registration Number:	3599173	COAST TO COAST EST. 1972
Registration Number:	1480034	COAST TO COAST RESORTS
Registration Number:	2252816	CSP

CH \$1340.00 77168855

Registration Number:	2752043	DREAM GARAGE
Registration Number:	3490104	DREAM. PLAN. GO
Registration Number:	3096902	DREAM. PLAN. GO
Registration Number:	2503830	
Registration Number:	1871532	GOOD NEIGHBOR PARKS
Registration Number:	2774517	GOOD SAM
Registration Number:	2749223	GOOD SAM CLUB
Registration Number:	2558565	GOOD SAM EMERGENCY ROAD SERVICE
Registration Number:	3149606	GOOD SAM GOLD CIRCLE
Registration Number:	2619442	GOOD SAM RV EMERGENCY ROAD SERVICE
Registration Number:	1645203	HIGHWAYS THE OFFICIAL PUBLICATION OF THE GOOD SAM CLUB
Registration Number:	2424472	HIGHWAYS ONLINE
Registration Number:	3117136	MOTORCYCLING AT ITS BEST
Registration Number:	1895073	MOTORHOME
Registration Number:	2186392	MOTORHOME
Registration Number:	1442575	MOTORHOME
Registration Number:	3592907	RECREATION IN MOTION
Registration Number:	1107269	RIDER
Registration Number:	3237984	ROADS TO ADVENTURE
Registration Number:	2043024	RV BUSINESS
Registration Number:	1512170	RV BUSINESS
Registration Number:	2183097	RV BUYERS GUIDE
Registration Number:	2338931	RV SEARCH
Registration Number:	2079927	RV SEARCH
Registration Number:	2483849	RV TODAY
Registration Number:	2651351	RV.NET
Registration Number:	3291997	RVTRIPSETTER.COM
Registration Number:	0997384	SAMBOREE
Registration Number:	3589262	THE RV HANDYMAN CLUB
Registration Number:	3396642	TOURING RIDER
Registration Number:	1991599	TRAFFIC BUILDERS
Registration Number:	2175450	TRAILER LIFE
Registration Number:	1006079	TRAILER LIFE
Registration Number:	3311577	TRAILER LIFE

Registration Number:	1982678	TRAILER LIFE CAMPGROUNDS, RV PARKS & SERVICES DIRECTORY
Registration Number:	2232129	TRAILER LIFE DIRECTORY
Registration Number:	3000926	TRIP PLUS
Registration Number:	3072753	TRIP POINTS
Registration Number:	2994409	TRIPSETTER

CORRESPONDENCE DATA

Fax Number: (310)203-0567
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310.203.8080
Email: trademarkdocket@jmbm.com
Correspondent Name: Bernard R. Gans
Address Line 1: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	60982-0004
NAME OF SUBMITTER:	Bernard R. Gans
Signature:	/Bernard R. Gans/
Date:	06/12/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2009, is by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors") and New York Life Investment Management LLC, as administrative agent (the "Administrative Agent") for the Note Purchasers under the Note Purchase Agreement (as hereinafter defined). The Administrative Agent and the Note Purchasers are herein collectively referred to from time to time as the "Secured Parties".

W I T N E S S E T H:

WHEREAS, each Debtor is either the borrower or a guarantor under the terms of a Second Lien Note Purchase Agreement dated as of the date hereof (as amended from time to time, the "Note Purchase Agreement") among Affinity Group, Inc., a Delaware corporation (the "Borrower"), the guarantors party thereto (together with the Borrower, the "Credit Parties"), the Note Purchasers party thereto and the Administrative Agent; and

WHEREAS, the obligations of the Secured Parties to enter into the Note Purchase Agreement are subject to the conditions, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Note Purchase Agreement and of the Secured Parties to agree, subject to the terms and conditions set forth therein, to purchase the Notes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, and to induce the Secured Parties to enter into the Note Purchase Agreement and to purchase the Notes as provided for therein in accordance with the terms and conditions thereof, each Debtor hereby grants to Secured Parties a continuing priority security interest in all of such Debtor'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 trademark licenses to which it is a party;
- (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 trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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.

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


DEBTORS:

AFFINITY GROUP, INC.

By: 
Name: Thomas F. Wolfe
Title: Chief Financial Officer

AFFINITY ADVERTISING, LP

By: VBI, INC., Its General Partner

By: 
Name: Thomas F. Wolfe
Title: Chief Financial Officer

AFFINITY BROKERAGE, INC.
AFFINITY ROAD AND TRAVEL CLUB, INC.
AGI PRODUCTIONS, INC.
CAMP COAST TO COAST, INC.
CAMPING REALTY, INC.
CAMPING WORLD, INC.
CAMPING WORLD INSURANCE SERVICES OF
NEVADA, INC.
COAST MARKETING GROUP, INC.
CWI, INC.
CW MICHIGAN, INC.
EHLERT PUBLISHING GROUP, INC.
GOLF CARD HOLDING CORPORATION
GOLF CARD INTERNATIONAL CORP.
GOLF CARD RESORT SERVICES, INC.
GSS ENTERPRISES, INC.
POWER SPORTS MEDIA, INC.
THUNDER PRESS
TL ENTERPRISES, INC.
VBI, INC.
WOODALL PUBLICATIONS CORPORATION

By: _____

Name: Thomas F. Wolfe


Title: Chief Financial Officer

SIGNATURE PAGE OF NOTE PURCHASERS

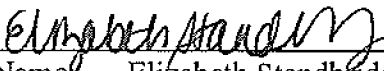
NOTE PURCHASERS:

NYLIM Institutional High Yield Collective Fund

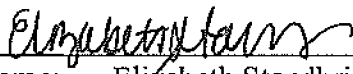
By: New York Life Trust Company, as Trustee

By: 
Name: John Cibbarelli
Title: Vice President


New York Life Insurance Company On Behalf of Separate Account 40B

By: 
Name: Elizabeth Standbridge
Title: Corporate Vice President


New York Life Investment Management LLC On Behalf of Sheet Metal Workers of Northern California Pension Trust Fund

By: 
Name: Elizabeth Standbridge
Title: Director

New York Life Insurance Company

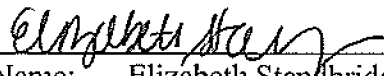
By: 
Name: Elizabeth Standbridge
Title: Corporate Vice President

New York Life Investment Management LLC On Behalf of Automotive Industries Pension Trust Fund

By: 
Name: Elizabeth Standbridge
Title: Director

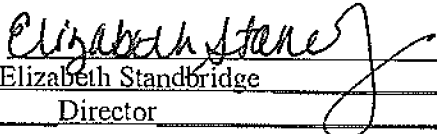
New York Life Insurance and Annuity Corporation

By: New York Life Investment Management LLC, as Investment Manager

By: 
Name: Elizabeth Standbridge
Title: Director

AGENT:

NEW YORK LIFE INVESTMENT MANAGEMENT
LLC, as Administrative Agent for the Secured Parties

By: 
Name: Elizabeth Standbridge
Title: Director