

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
Goshen Coach Inc.		10/21/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Revolving Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1578897	
Registration Number:	3986406	WOLVERINE
Registration Number:	3986407	CONNECTION
Registration Number:	3166409	COMMITTED TO MOVING PEOPLE AHEAD
Registration Number:	4172058	MAINSTREAM
Registration Number:	2369250	SENTINEL
Registration Number:	1577678	GOSHEN COACH
Registration Number:	2741387	PACER
Registration Number:	4154711	G-FORCE

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 819-8200
 Email: iprecordations@whitecase.com

OP \$240.00 1578897

Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5981
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	10/22/2013

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of October 21, 2013, by GOSHEN COACH INC. (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among GOSHEN COACH INC., a Indiana corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any “intent to use” Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.

3. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Trademark Collateral that constitutes Notes Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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.

GOSHEN COACH INC.,
Grantor


By 
Name: Hans Heinsen
Title: Treasurer & Chief Financial Officer

[Signature page to DB-ASV Trademark Grant in Security Interest]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Revolving Collateral Agent and Grantee

By 
Name: Michael Getz
Title: Vice President

By 
Name:
Title: Lisa Wong
Vice President

[Signature page to DB-ASV Trademark Grant in Security Interest]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Goshen Coach Inc.	1,578,897	Design
Goshen Coach Inc.	3,986,406	WOLVERINE
Goshen Coach Inc.	3,986,407	CONNECTION
Goshen Coach Inc.	3,166,409	COMMITTED TO MOVING PEOPLE AHEAD
Goshen Coach Inc.	4,172,058	MAINSTREAM
Goshen Coach Inc.	2,369,250	SENTINEL
Goshen Coach Inc.	1,577,678	GOSHEN COACH
Goshen Coach Inc.	2,741,387	PACER
Goshen Coach Inc.	4,154,711	G-FORCE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		