

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winnebago of Indiana, LLC		11/08/2016	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4570548	HARMONY	
Registration Number:	4239482	REMINGTON	
Registration Number:	4306292	SUNSET CREEK SPORT	
Registration Number:	4306291	LITE FIVE	
Registration Number:	4350778	ONE	
Registration Number:	4400656	WINNEBAGO ONE	
Registration Number:	4169124	RAVEN	
Registration Number:	4056139	WEST POINTE	
Registration Number:	4045211	SUNNYBROOK	
Registration Number:	4055981	BROOKSIDE	
Registration Number:	4055980	SUNSET CREEK	
Registration Number:	4055979	BRISTOL BAY	
Registration Number:	5074034	SCORPION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
TRADEMARK			

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Correspondent Name: Zeynep Gieseke
Address Line 1: 330 N. Wabash Avenue, Suite 2800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0154

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 11/08/2016

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 8, 2016 by and from WINNEBAGO OF INDIANA, LLC, an Iowa limited liability company, ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (in such capacity, "Grantee").

WHEREAS, Grantor, the other Loan Parties party thereto from time to time, the Lenders and Grantee have entered into that certain Loan Agreement, dated as of November 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Grantor, the other Loan Parties and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of November 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor has guaranteed the repayment of the Secured Obligations owing to the Lenders pursuant to Article X (Loan Guaranty) of the Loan Agreement.

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement, or if not defined, therein, in the Security Agreement (each as in effect on the date hereof).

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all the Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under (i) the Trademarks listed on Exhibit A attached hereto and the goodwill of the business connected with the use of or symbolized by such Trademarks; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due

or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (v) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall in no event include, and this Confirmatory Grant shall in no event create a security interest in, any Excluded Assets (including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, but giving effect to federal laws applicable to national banks.

5) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of November 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between JPMorgan Chase Bank, N.A., as administrative agent for the ABL Secured Parties (as defined in the Intercreditor Agreement), JPMorgan Chase Bank, N.A., as administrative agent for the Term Loan Secured Parties (as defined in the Intercreditor Agreement), and each of the Loan Parties party thereto (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Confirmatory Grant or the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

WINNEBAGO OF INDIANA, LLC, as Grantor

By: Sarah N. Nielsen
Name: Sarah N. Nielsen
Title: Vice President and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks
Winnebago of Indiana, LLC

TRADEMARK
REEL: 005916 FRAME: 0868

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

By: 

Name: Nathan L. Bloch
Title: Managing Director

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

US Federal Trademark Registrations

Grantor	Registered Marks	Reg. No.	Reg. Date
Winnebago of Indiana, LLC	HARMONY	4570548	07/22/2014
Winnebago of Indiana, LLC	REMINGTON	4239482	11/06/2012
Winnebago of Indiana, LLC	SUNSET CREEK SPORT	4306292	03/19/2013
Winnebago of Indiana, LLC	LITE FIVE	4306291	03/19/2013
Winnebago of Indiana, LLC	ONE	4350778	06/11/2013
Winnebago of Indiana, LLC	WINNEBAGO ONE	4400656	09/10/2013
Winnebago of Indiana, LLC	RAVEN	4169124	07/03/2012
Winnebago of Indiana, LLC	WEST POINTE	4056139	11/15/2011

Winnebago of Indiana, LLC	SUNNYBROOK	4045211	10/25/2011
Winnebago of Indiana, LLC	BROOKSIDE	4055981	11/15/2011
Winnebago of Indiana, LLC	SUNSET CREEK	4055980	11/15/2011
Winnebago of Indiana, LLC	BRISTOL BAY	4055979	11/15/2011
Winnebago of Indiana, LLC	SCORPION	5074034	11/01/2016
