

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAYCO, INC.		10/01/2019	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	5439690	AVALON	
Registration Number:	5604190	BUNGALOW	
Registration Number:	5530366	COMET	
Serial Number:	87600950	ECHELON	
Registration Number:	5482628	EMBARK	
Registration Number:	5571919	EMBLEM	
Serial Number:	87600915	ENCORE	
Registration Number:	5407673	ENTEGRA	
Serial Number:	87598989	ENVOY	
Registration Number:	5571853	ESTEEM	
Registration Number:	5591205	GPS	
Registration Number:	5097333	HUMMINGBIRD	
Registration Number:	5033253	INSIGNIA	
Serial Number:	87923224	JAYSMART	
Registration Number:	5320833	OPEN RANGE ULTRA LITE	
Registration Number:	5587138	PRESTIGE	
Serial Number:	87742035	REATTA	
Registration Number:	5581319	SATELLITE	
Registration Number:	5576713	SILVERSTAR	

CH \$1865.00 5439690

Property Type	Number	Word Mark
Registration Number:	5311421	STARCRAFT
Registration Number:	5311425	S
Serial Number:	88007926	STRONGHOLD VBL
Registration Number:	5455279	TELLURIDE
Registration Number:	5110304	X HIGHLANDER BY HIGHLAND RIDGE RV THEREC
Serial Number:	87567902	ODYSSEY
Serial Number:	87568129	QWEST
Registration Number:	4909642	ALANTE
Registration Number:	3647198	ANTHEM
Registration Number:	5145477	AR ONE
Registration Number:	5145479	AR ONE MAXX
Registration Number:	3305786	
Registration Number:	3784269	
Registration Number:	3647196	CORNERSTONE
Registration Number:	4909641	DESIGNER
Registration Number:	3688863	EAGLE
Registration Number:	3650410	EC
Registration Number:	3702574	ENTEGRA COACH
Registration Number:	4190101	GREYHAWK
Registration Number:	3162486	JAY FEATHER
Registration Number:	3207752	JAY FLIGHT
Registration Number:	5140676	JAY SPORT
Registration Number:	993688	JAYCO
Registration Number:	1026692	JAYCO
Registration Number:	3305785	JAYCO
Registration Number:	3500120	JAYPLUS
Registration Number:	4881229	JRIDE
Registration Number:	5133103	LAUNCH
Registration Number:	3289091	MELBOURNE
Registration Number:	4871972	NORTH POINT
Registration Number:	3295171	OCTANE
Registration Number:	3955702	PINNACLE
Registration Number:	3764563	PRECEPT
Registration Number:	4355342	REDHAWK
Registration Number:	4147882	SEISMIC
Registration Number:	3018745	SENECA
Registration Number:	4701279	SOLSTICE
Registration Number:	4271751	SWIFT

Property Type	Number	Word Mark
Registration Number:	1778864	TRAVELSTAR
Registration Number:	4147492	WHITE HAWK
Registration Number:	4840310	3X
Registration Number:	4834991	HIGHLAND RIDGE RV
Registration Number:	4984162	HIGHLANDER
Registration Number:	4826822	LIGHT
Registration Number:	4165538	LIGHT
Registration Number:	4176281	MESA RIDGE
Registration Number:	4933548	MORE ROOM LESS WEIGHT
Registration Number:	4831232	OPEN RANGE
Registration Number:	3754445	OPEN RANGE
Registration Number:	801235	STARCRAFT
Registration Number:	957616	S STARCRAFT
Registration Number:	957615	S
Serial Number:	87263288	TALON
Registration Number:	3647189	ASPIRE
Registration Number:	5150081	AUTUMN RIDGE

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

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

Total Attachments: 6

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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 “Borrower”) has entered into a Term Loan 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 Borrower, 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 Term Loan 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.

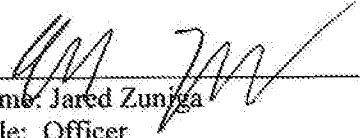
Jayco, Inc.
as Grantors

By: Colleen Zuhl
Name: Colleen Zuhl
Title: Vice President and Treasurer

[Signature Page to Term Loan Trademark Security Agreement (Jayco, Inc.)]

TRADEMARK
REEL: 006822 FRAME: 0441

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

By: 
Name: Jared Zuniga
Title: Officer

[Signature Page to Term Loan Trademark Security Agreement (Jayco, Inc.)]

TRADEMARK
REEL: 006822 FRAME: 0442

SCHEDULE A

United States Trademarks and Trademark Applications

Registered Owner/ Grantor	Country	Trademark	Registration No. or Application No.
Jayco, Inc.	United States	AVALON	5439690
Jayco, Inc.	United States	BUNGALOW	5604190
Jayco, Inc.	United States	COMET	5530366
Jayco, Inc.	United States	ECHELON	87/600950
Jayco, Inc.	United States	EMBARK	5482628
Jayco, Inc.	United States	EMBLEM	5571919
Jayco, Inc.	United States	ENCORE	87/600915
Jayco, Inc.	United States	ENTEGRA	5407673
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Jayco, Inc.	United States	ESTEEM	5571853
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Jayco, Inc.	United States	INSIGNIA	5033253
Jayco, Inc.	United States	JAYSMART	87/923224
Jayco, Inc.	United States	OPEN RANGE ULTRA LITE	5320833
Jayco, Inc.	United States	PRESTIGE	5587138
Jayco, Inc.	United States	REATTA	87/742035
Jayco, Inc.	United States	SATELLITE	5581319
Jayco, Inc.	United States	SILVERSTAR	5576713
Jayco, Inc.	United States	STARCRAFT	5311421
Jayco, Inc.	United States	S & design	5311425
Jayco, Inc.	United States	STRONGHOLD VBL	88/007926
Jayco, Inc.	United States	TELLURIDE	5455279
Jayco, Inc.	United States	X HIGHLANDER BY HIGHLAND RIDGE RV THERECAN BE ONLY ONE & design	5110304
Jayco, Inc.	United States	ODYSSEY	87/567902
Jayco, Inc.	United States	QWEST	87/568129
Jayco, Inc.	United States	ALANTE	4909642
Jayco, Inc.	United States	ANTHEM	3647198
Jayco, Inc.	United States	AR ONE	5145477
Jayco, Inc.	United States	AR ONE MAXX	5145479
Jayco, Inc.	United States	DESIGN ONLY	3305786
Jayco, Inc.	United States	DESIGN ONLY	3784269
Jayco, Inc.	United States	CORNERSTONE	3647196

[Schedule to Term Loan Trademark Security Agreement]

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Jayco, Inc.	United States	EC & design	3650410
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Jayco, Inc.	United States	S & design	957615
Jayco, Inc.	United States	TALON	87/263288
Jayco, Inc.	United States	ASPIRE	3647189
Jayco, Inc.	United States	AUTUMN RIDGE	5150081

Exclusive Trademark Licenses

None.

[Schedule to Term Loan Trademark Security Agreement]