

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winnebago Industries, Inc.		07/08/2020	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	190 S. LaSalle		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	1304924	COUNTRY COACH	
Registration Number:	1907269	WINNEBAGO	
Registration Number:	1908349	WINNEBAGO	
Registration Number:	2474109	JOURNEY	
Registration Number:	2508202	POWERLINE ENERGY MANAGEMENT SYSTEM	
Registration Number:	2527543	DYNOMAX	
Registration Number:	2563720	SUNOVA	
Registration Number:	2564622	SUNSTAR	
Registration Number:	2564621	VISTA	
Registration Number:	2635922	THE MOST RECOGNIZED NAME IN MOTORHOMES	
Registration Number:	2692547	ONE PLACE	
Registration Number:	2701992	REST EASY	
Registration Number:	2751901	SIGHTSEER	
Registration Number:	2972440	CAMBRIA	
Registration Number:	2977946	ASPECT	
Registration Number:	2978015	VIEW	
Registration Number:	2988809	INSPIRE	
Registration Number:	3011203	AFFINITY	
Registration Number:	3085833	CC	

OP \$2090.00 1304924

Property Type	Number	Word Mark
Registration Number:	3096191	ELLIPSE
Registration Number:	3120537	INTRIGUE
Registration Number:	3128401	THERMO-PANEL
Registration Number:	3173015	BENCHMARK
Registration Number:	3450010	MAXUM CHASSIS
Registration Number:	3783104	MERIDIAN
Registration Number:	3855295	SUNCRUISER
Registration Number:	3855294	TRUE AIR
Registration Number:	4279952	WINNEBAGO
Registration Number:	4329365	SPIRIT
Registration Number:	4339838	MINNIE WINNIE
Registration Number:	4401042	MINNIE
Registration Number:	4585501	TRAVATO
Registration Number:	4646527	TRIBUTE
Registration Number:	4660150	WIT CLUB
Registration Number:	4685264	DESTINATION
Registration Number:	4746359	WINNEBAGO TOURING COACH
Registration Number:	4760923	INLOUNGE
Registration Number:	4760922	INTABLE
Registration Number:	4761339	TREND
Registration Number:	4761338	VIVA!
Registration Number:	4761301	VOYAGE
Registration Number:	4779259	
Registration Number:	4779260	
Registration Number:	4795623	BRAVE
Registration Number:	4804168	GLIDE & DINE
Registration Number:	4802459	W
Registration Number:	4833483	SPYDER
Registration Number:	4835213	
Registration Number:	4905751	WINNEBAGO IND
Registration Number:	4905752	WINNEBAGO TOWABLES
Registration Number:	4931701	MICRO MINNIE
Registration Number:	4937012	FORZA
Registration Number:	4993714	FUSE
Registration Number:	4998353	W
Registration Number:	4998352	W
Registration Number:	5033092	WINNIE DROP
Registration Number:	5144226	LATITUDE

Property Type	Number	Word Mark
Registration Number:	5176450	ADVENTURER
Registration Number:	5176451	NAVION
Registration Number:	5181591	ERA
Registration Number:	5181592	ITASCA
Registration Number:	5181676	WINNEBAGOLIFE
Registration Number:	5181677	WINNEBAGOLIFE
Registration Number:	5223834	INSTINCT
Registration Number:	5314879	VIA
Registration Number:	5351559	PASEO
Registration Number:	5360886	HORIZON
Registration Number:	5434776	INTENT
Registration Number:	5488070	MINNIE DROP
Registration Number:	5723402	OUTLOOK
Registration Number:	5734945	PURE3 ENERGY MANAGEMENT SYSTEM
Registration Number:	5808641	SUPERSHELL
Registration Number:	5848798	+LOUNGER
Registration Number:	5946448	BOLDT
Registration Number:	6019377	FLYING W
Registration Number:	6024985	PORTO
Registration Number:	5909419	VITA
Registration Number:	3157476	ALLURE
Registration Number:	4499253	SOLEI
Serial Number:	88252462	BOUND BY THE W
Serial Number:	88383697	24 W 7
Serial Number:	88470260	TRUE TRAX
Serial Number:	88856672	SOLIS

CORRESPONDENCE DATA

Fax Number:

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 045494-0350 HP

NAME OF SUBMITTER: Heather Poitras

SIGNATURE:	/hp/
DATE SIGNED:	07/08/2020
Total Attachments: 10 source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page1.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page2.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page3.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page4.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page5.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page6.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page7.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page8.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page9.tif source=Winnebago - Confirmatory Grant re Trademarks (Bond) (Winnebago Industries, Inc.)_116888721_1_0#page10.tif	

**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 July 8, 2020 by and from WINNEBAGO INDUSTRIES, INC., an Iowa corporation ("Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral trustee for the Priority Lien Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "Collateral Trustee").

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of the date hereof in favor of the Collateral Trustee (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security 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 Collateral Trustee for the benefit of the Priority Lien Secured Parties. The rights and remedies of Collateral Trustee 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 Collateral 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 used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Collateral Trust Agreement dated as of the date hereof among the Grantor, the other grantors from time to time party thereto and the Collateral Trustee (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 the Secured Obligations.

(b) The Grantor hereby grants to Collateral Trustee, on behalf of and for the ratable benefit of the Priority Lien 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 Collateral Trustee pursuant to this Confirmatory Grant and the exercise of any right or remedy by the Collateral Trustee hereunder, are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (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), U.S. Bank National Association as collateral trustee for the Fixed Asset 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 and the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6) Collateral Trust Agreement. In the event of any conflict between this Confirmatory Grant and the Collateral Trust Agreement, the Collateral Trust Agreement shall control, and no right, power or remedy granted to the Collateral Trustee hereunder shall be exercised by the Collateral Trustee, and no direction shall be given by the Collateral Trustee hereunder in contravention of, the Collateral Trust Agreement.

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

WINNEBAGO INDUSTRIES, INC.,
as Grantor

By: 
Name: Bryan Hughes
Title: Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006993 FRAME: 0350

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

By: *Linda Garcia*

Name: Linda Garcia

Title: Vice President

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 006993 FRAME: 0351

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

TRADEMARKS

Grantor	Registered Mark	Country	Reg. No.	Reg. Date
Winnebago Industries, Inc.	COUNTRY COACH	US	1,304,924	11/13/1984
Winnebago Industries, Inc.	WINNEBAGO & Design	US	1,907,269	7/25/1995
Winnebago Industries, Inc.	WINNEBAGO	US	1,908,349	8/1/1995
Winnebago Industries, Inc.	JOURNEY	US	2,474,109	7/31/2001
Winnebago Industries, Inc.	POWERLINE ENERGY MANAGEMENT SYSTEM & Design	US	2,508,202	11/13/2001
Winnebago Industries, Inc.	DYNOMAX	US	2,527,543	1/8/2002
Winnebago Industries, Inc.	SUNOVA	US	2,563,720	4/23/2002
Winnebago Industries, Inc.	SUNSTAR	US	2,564,622	4/23/2002
Winnebago Industries, Inc.	VISTA	US	2,564,621	4/23/2002
Winnebago Industries, Inc.	THE MOST RECOGNIZED NAME IN MOTORHOMES	US	2,635,922	10/15/2002
Winnebago Industries, Inc.	ONE PLACE	US	2,692,547	3/4/2003
Winnebago Industries, Inc.	REST EASY	US	2,701,992	4/1/2003

Winnebago Industries, Inc.	SIGHTSEER	US	2,751,901	8/19/2003
Winnebago Industries, Inc.	CAMBRIA	US	2,972,440	7/19/2005
Winnebago Industries, Inc.	ASPECT	US	2,977,946	7/26/2005
Winnebago Industries, Inc.	VIEW	US	2,978,015	7/26/2005
Winnebago Industries, Inc.	INSPIRE	US	2,988,809	8/30/2005
Winnebago Industries, Inc.	AFFINITY	US	3,011,203	11/1/2005
Winnebago Industries, Inc.	CC & Design	US	3,085,833	4/25/2006
Winnebago Industries, Inc.	ELLIPSE	US	3,096,191	5/23/2006
Winnebago Industries, Inc.	INTRIGUE	US	3,120,537	7/25/2006
Winnebago Industries, Inc.	THERMO-PANEL	US	3,128,401	8/15/2006
Winnebago Industries, Inc.	BENCHMARK	US	3,173,015	11/21/2006
Winnebago Industries, Inc.	MAXUM CHASSIS	US	3,450,010	6/17/2008
Winnebago Industries, Inc.	MERIDIAN	US	3,783,104	5/4/2010
Winnebago Industries, Inc.	SUNCRUISER	US	3,855,295	10/5/2010
Winnebago Industries, Inc.	TRUE AIR	US	3,855,294	10/5/2010
Winnebago Industries, Inc.	WINNEBAGO	US	4,279,952	1/22/2013

Winnebago Industries, Inc.	SPIRIT	US	4,329,365	4/30/2013
Winnebago Industries, Inc.	MINNIE WINNIE	US	4,339,838	5/21/2013
Winnebago Industries, Inc.	MINNIE	US	4,401,042	9/10/2013
Winnebago Industries, Inc.	TRAVATO	US	4,585,501	8/12/2014
Winnebago Industries, Inc.	TRIBUTE	US	4,646,527	11/25/2014
Winnebago Industries, Inc.	WIT CLUB	US	4,660,150	12/23/2014
Winnebago Industries, Inc.	DESTINATION	US	4,685,264	2/10/2015
Winnebago Industries, Inc.	WINNEBAGO TOURING COACH	US	4,746,359	6/2/2015
Winnebago Industries, Inc.	INLOUNGE	US	4,760,923	6/23/2015
Winnebago Industries, Inc.	INTABLE	US	4,760,922	6/23/2015
Winnebago Industries, Inc.	TREND	US	4,761,339	6/23/2015
Winnebago Industries, Inc.	VIVA!	US	4,761,338	6/23/2015
Winnebago Industries, Inc.	VOYAGE	US	4,761,301	6/23/2015
Winnebago Industries, Inc.	Design of motor home front end Trade Dress (cheeks & eyebrows)	US	4,779,259	7/21/2015
Winnebago Industries, Inc.	Design of motor home front end Trade Dress (cheeks)	US	4,779,260	7/21/2015
Winnebago Industries, Inc.	BRAVE	US	4,795,623	8/18/2015

Winnebago Industries, Inc.	GLIDE & DINE	US	4,804,168	9/1/2015
Winnebago Industries, Inc.	W and Design (Flying W)	US	4,802,459	9/1/2015
Winnebago Industries, Inc.	SPYDER	US	4,833,483	10/13/2015
Winnebago Industries, Inc.	Design of motor home front end Trade Dress (eyebrows)	US	4,835,213	10/20/2015
Winnebago Industries, Inc.	WINNEBAGO IND & Design	US	4,905,751	2/23/2016
Winnebago Industries, Inc.	WINNEBAGO TOWABLES & Design	US	4,905,752	2/23/2016
Winnebago Industries, Inc.	MICRO MINNIE	US	4,931,701	4/5/2016
Winnebago Industries, Inc.	FORZA	US	4,937,012	4/12/2016
Winnebago Industries, Inc.	FUSE	US	4,993,714	7/5/2016
Winnebago Industries, Inc.	W	US	4,998,353	7/12/2016
Winnebago Industries, Inc.	W and Design (Flying W)	US	4,998,352	7/12/2016
Winnebago Industries, Inc.	WINNIE DROP	US	5,033,092	8/30/2016
Winnebago Industries, Inc.	LATITUDE	US	5,144,226	2/21/2017
Winnebago Industries, Inc.	ADVENTURER	US	5,176,450	4/4/2017
Winnebago Industries, Inc.	NAVION	US	5,176,451	4/4/2017
Winnebago Industries, Inc.	ERA	US	5,181,591	4/11/2017

Winnebago Industries, Inc.	ITASCA	US	5,181,592	4/11/2017
Winnebago Industries, Inc.	WINNEBAGOLIFE	US	5,181,676	4/11/2017
Winnebago Industries, Inc.	WINNEBAGOLIFE & Design	US	5,181,677	4/11/2017
Winnebago Industries, Inc.	INSTINCT	US	5,223,834	6/13/2017
Winnebago Industries, Inc.	VIA	US	5,314,879	10/24/2017
Winnebago Industries, Inc.	PASEO	US	5,351,559	12/5/2017
Winnebago Industries, Inc.	HORIZON	US	5,360,886	12/19/2017
Winnebago Industries, Inc.	INTENT	US	5,434,776	3/27/2018
Winnebago Industries, Inc.	MINNIE DROP	US	5,488,070	6/5/2018
Winnebago Industries, Inc.	OUTLOOK	US	5,723,402	4/9/2019
Winnebago Industries, Inc.	PURE3 ENERGY MANAGEMENT SYSTEM	US	5,734,945	4/23/2019
Winnebago Industries, Inc.	SUPERSHELL	US	5,808,641	7/16/2019
Winnebago Industries, Inc.	+LOUNGER	US	5,848,798	9/3/2019
Winnebago Industries, Inc.	BOLDT	US	5,946,448	12/24/2019
Winnebago Industries, Inc.	THE FLYING W	US	6,019,377	3/24/2020
Winnebago Industries, Inc.	PORTO	US	6,024,985	3/31/2020

Winnebago Industries, Inc.	VITA	US	5,909,419	11/12/2019
Winnebago Industries, Inc.	ALLURE	US	3,157,476	10/17/2006
Winnebago Industries, Inc.	SOLEI	US	4,499,253	3/18/2014

US Pending Federal Applications

Grantor	Mark	Country	Application No.	Application Date
Winnebago Industries, Inc.	BOUND BY THE W	US	88/252,462	1/7/2019
Winnebago Industries, Inc.	24 W 7 and Design	US	88/383,697	4/12/2019
Winnebago Industries, Inc.	TRUE TRAX	US	88/470,260	6/12/2019
Winnebago Industries, Inc.	SOLIS	US	88/856,672	4/1/2020