

PATENT COLLATERAL AGREEMENT

This 31st day of July, 2008, HEARTLAND RECREATIONAL VEHICLES, LLC, an Indiana limited liability company ("*Debtor*") with its principal place of business and mailing address at 1001 All Pro Drive, Elkhart, Indiana 46514; in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

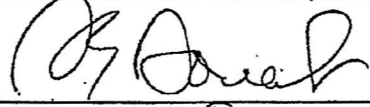
to secure the payment and performance of all Secured Obligations of Debtor set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision of this Patent Collateral Agreement and any provision of the Security Agreement, the Security Agreement shall govern.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

HEARTLAND RECREATIONAL VEHICLES, LLC

By 
Name _____
Title CFO

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

HEARTLAND RECREATIONAL VEHICLES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By *Gregory D. Amoruso*
Name *Gregory D. Amoruso*
Title *Vice President*

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

U.S. PATENTS AND PATENT APPLICATIONS

Title	Patent, Registration or Application Number	Registration or Application Date
Travel Trailer Having Improved Turning Radius	7,278,650	10/09/07
Travel Trailer Having Improved Turning Radius	11/834,214	08/06/07

RECORDED: 08/05/2008