UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended May 29, 2010

or

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _________________ to _________________

WINNEBAGO INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Commission File Nu mber: 001-06403

Iowa	42-0802678
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
P. O. Box 152, Forest City, Iowa	50436
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (641) 585-3535

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web Site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes o No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer o Accelerated filer x Non-accelerated filer o Smaller Reporting Company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

The number of shares of common stock, par value $0.50 per share, outstanding July 1, 2010 was 29,112,602.

WINNEBAGO INDUSTRIES, INC.

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PART I. FINANCIAL INFORMATION

ITEM 1. Condensed Financial Statements

Winnebago Industries, Inc.
Unaudited Statements of Operations

(In thousands, except per share data)	Quarter Ended May 29, 2010	Quarter Ended May 30, 2009
Net revenues	$ 134,813	$ 50,848
Cost of goods sold	125,058	59,133
Gross profit (deficit)	9,755	(8,285)
&nbs p; Operating expenses:		
Selling	3,107	3,083
General and administrative	3,244	3,414
Total operating expenses	6,351	6,497
Operating income (loss)	3,404	(14,782)
Financial	158	209

income							
Income (loss) before income taxes		3,562			(14,573	)	
Benefit for taxes		(2,430	)		(6,020	)	
Net income (loss)	$	5,992		$	(8,553	)	$
Income (loss) per common share:							
Basic	$	0.21		$	(0.29	)	$
Diluted	$	0.21	< div style="overflow:hidden;font-size:10pt;">	$	(0.29	)	$
Weighted average common shares outstanding:							
Basic		29,098			29,045		
Diluted		29,107			29,056		
Dividends paid per common share	$	—		$	—		$

See unaudited notes to financial statements.

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Winnebago Industries, Inc.
Unaudited Balance Sheets

(In thousands, except per share data)	May 29, 2010	August 29, 2009
Assets		
Current assets:		
Cash and cash equivalents	$ 76,296	$ 36,566
Short-term investments	1,150	13,500
Receivables, less allowance for doubtful accounts ($93 and $185, respectively)	10,105	11,717
Inventories	39,134	46,850
Prepaid expenses and other assets	3,898	3,425
Income taxes receivable	1,148	17,356
Total current assets	131,731	129,414
Property, plant, and equipment, net	24,536	28,040
Assets held for sale	6,515	6,515
Long-term investments	19,272	19,794
Investment in life insurance	23,038	22,451
Other assets	15,218	14,252
Total assets	$ 220,310	$ 220,466
Liabilities and Stockholders' Equity		
Current liabilities:	< /div>	
Accounts payable	$ 15 ,334	$ 10,370
Short-term ARS borrowings	610	9,100
Income taxes payable	80	299
Accrued expenses:		
Accrued compensation	11,666	10,204
Product warranties	6,946 ;	6,408
Self-insurance	4,643	5,356
Accrued loss on repurchases	1,595	1,199
Promotional	1,972	2,270
Other	4,966	4,748
Total current liabilities	47,812	49,954
Long-term liabilities:		
Unrecognized tax benefits < /td>	6,090	9,012
Postretirement health care and deferred compensation benefits	70,071	69,169
Total long-term liabilities	76,161	78,181
Contingent liabilities and commitments		
Stockholders' equity:		
Capital stock common, par value $0.50; authorized 60,000 shares, issued 51,776 shares	25,888	25,888
Additional paid-in capital	29,480	29,726
Retained earnings	415,782	410,428
Accumulated other comprehensive income	5,014	6,540
Treasury stock, at cost (22,666 and 22,690 shares, respectively)	(379,827)	(380,251)
Total stockholders' equity	96,337	92,331
Total liabilities and stockholders' equity	$ 220,310	$ 220,466

See unaudited notes to financial statements.

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Winnebago Industries, Inc.
Unaudited Statements of Cash Flows

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	Nine Months Ended	
(In thousands)	**May 29, 2010**	**May 30, 2009**
Operating activities:		
Net income (loss)	$ 5,354	$ (28,530)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	4,850	6,015
Stock-based compensation	414	760
Postretirement benefit income and deferred compensation expenses	927	1,030
(Reduction) provision for doubtful accounts	(65)	58 & nbsp;
Deferred income taxes	—	(463)
Increase in cash surrender value of life insurance policies	(962)	(865)
Loss on disposal of property	14	70
Other	58	176
Change in assets and liabilities:		
Inventories	7,716	57,366

Receivables and prepaid assets	843	2,164 ;
Income taxes receivable and unrecognized tax benefits	13,736	(11,929)
Accounts payable and accrued expenses	6,605	(11,034)
Postretirement and deferred compensation benefits	(2,679)	(2,344)
Net cash provided by operating activities	36,811	12,474
Investing activities:		
Proceeds from the sale of investments, at par	12,900	8,500
Purchases of property and e quipment	(1,467)	(2,522)
Proceeds from the sale of property	58	294
Other	127	(736)
Net cash provided by investing activities	11,618	5,536
Financing activities:		
Payments for purchase of common stock	(249)	(164)
Payments of cash dividends	—	(3,489)
(Payments) borrowings on ARS portfolio	(8,490)	9,100
< font style="font-family:Arial;font-size:10pt;background-color:transparent;font-style:normal;font-weight:normal;text-decoration:none;">Proceeds from exercise of stock options	280	—
Other	(240)	—
Net cash (used in) provided by financing activities	(8,699)	5,447
Net increase in cash and cash equivalents	39,730	23,457
Cash and cash equivalents at beginning of period	36,566	17,851
Cash and cash equivalents at end of period	$ 76,296	$ 41,308
Supplemental cash flow disclosure:		
Income taxes (refunded) paid	$ (23,390)	$ 168

See unaudited notes to financial statements.

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Winnebago Industries, Inc.
Unaudited Notes to Financial Statements

General:

The "Company," "we," "our" and "us" are used interchangeably to refer to Winnebago Industries, Inc.

NOTE 1: Basis of Presentation

In our opinion, the accompanying condensed unaudited financial statements contain all adjustments, consisting of normal recurring accruals, necessary to present fairly the financial position as of May 29, 2010 and the results of operations for the quarter and nine months ended May 29, 2010 and May 30, 2009, and cash flows for the nine months ended May 29, 2010 and May 30, 2009. The statement of operations for the nine months ended May 29, 2010 is not necessarily indicative of the results to be expected for the full year. The balance sheet data as of August 29, 2009 was derived from audited financial statements, but does not include all of the information and footnotes required by generally accepted accounting principles (GAAP) for complete financial statements. These interim financial statements should be read in conjunction with the audited financial statements and notes thereto appearing in our Annual Report to Shareholders for the year ended August 29, 2009.

NOTE 2: New Accounting Pronouncements

On January 21, 2010, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2010-06, amending Accounting Standards Codification (ASC) 820 (formerly Statement of Financial Accounting Standards No. 157) to add new requirements. The new requirements are disclosures about transfers into and out of Levels 1 and 2 measurements (as defined in Note 3) and sep arate disclosures about purchases, sales, issuances, and settlements relating to Level 3 measurements (as defined in Note 3). ASU 2010-06 clarifies existing fair value disclosures about the level of disaggregation and about inputs and valuation techniques used to measure fair value. The new guidance became effective for our second quarter of Fiscal 2010, except for the requirement to provide Level 3 activity on a gross basis. That requirement will be effective starting in the first fiscal year beginning after December 15, 2010 (our Fiscal 2012).

NOTE 3: Fair Value Measurements

Assets and Liabilities that are Measured at Fair Value on a Recurring Basis
The fair value hierarchy requires the use of observable market data when available. In instances in which the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input that is significant to the fair value measurement in its entirety. Our assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

The following tables set forth by level within the fair value hierarchy, our financial assets that were accounted for at fair value on a recurring basis at May 29, 2010 and August 29, 2009 according to the valuation techniques we used to determine their fair values:

		Fair Value Measurements Using Inputs Considered As		
(In thousands)	**Fair Value at May 29, 2010**	**Level 1 Quoted Prices in Active Markets for Identical Assets**	**Level 2 Significant Other Observable Inputs**	**Level 3 Significant Unobservable Inputs**
Short-term investments (includes Put Rights)	$ 1,150	$ —	$ —	$ 1,150
Long-term investments	19,272	—	—	19,272
Assets that fund deferred compensation	11,216	11,216	—	—

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		Fair Value Measurements Using Inputs Considered As		
(In thousands)	**Fair Value at August 29, 2009**	**Level 1 Quoted Prices in Active Markets for Identical Assets**	**Level 2 Significant Other Observable Inputs**	**Level 3 Significant Unobservable Inputs**
Short-term investments (includes Put Rights)	$ 13,500	$ —	$ —	$ 13,500
Long-term investments	19,794	—	—	19,794
Assets that fund deferred compensation	10,858	10,858	—	—

The following table provides a reconciliation between the beginning and ending balances of items measured at fair value on a recurring basis in the tables above that used significant unobservable inputs (Level 3):

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	Quarter Ended		Nine Months Ended	
(In thousands)	**May 29, 2010**	**May 30, 2009**	**May 29, 2010**	**May 30, 2009**
Balance at beginning of period	$ 28,748	$ 32,750	$ 33,294	$ 37,538
Net realized gain (loss) i ncluded in earnings	—	167 < div style="overflow:hidden;font-size:10pt;">	—	(27)
Net change included in other comprehensive income	(126)	559	28	1,365
Sales	(8,200)	—	(12,900)	(5,400)
Balance at end of period	$ 20,422	$ 33,476	$ 20,422	$ 33,476

The following methods and assumptions were used to estimate the fair value of ea ch class of financial instrument:

Long-Term and Short-Term Investments
Our long-term and short-term investments are comprised of Auction Rate Securities (ARS) and Put Rights (each as defined and described in Note 4) and are classified as Level 3 as quoted prices were unavailable due to events described in Note 4. Due to limited market information, we utilized a discounted cash flow (DCF) model to derive an estimate of fair value at May 29, 2010. The assumptions used in preparing the DCF

mod el included estimates with respect to the amount and timing of future interest and principal payments, forward projections of the interest rate benchmarks, the probability of full repayment of the principal considering the credit quality and guarantees in place, and the rate of return required by investors to own such securities given the current liquidity risk associated with ARS.

Assets that Fund Deferred Compensation
Our assets that fund deferred compensation are marketable equity securities and are measured at fair value using quoted market prices and primarily consist of equity-based mutual funds. They are classified as Level 1 as they are traded in an active market for which closing stock prices are readily available. These securities fund the deferred compensation program and are presented as other assets in the accompanying balance sheets.

NOTE 4: Investments

We own investments in marketable securities that have been designated as available for sale or trading securities in accordance with ASC Topic 320, Investments-Debt and Equity Securities. At May 29, 2010, we held $20.8 million (par value) of investments comprised of tax-exempt ARS, which are variable-rate debt securities and have a long-term maturity with the interest rate being reset through Dutch auctions.

Since February 2008, most ARS auctions have failed for these securities and there is no assurance that future auctions will succeed and, as a result, our ability to liquidate our investment and fully recover the par value in the near term may be limited or nonexistent. We have no reason to believe that any of the underlying issuers of our ARS are presently at risk of default. As of the date of this report, we have contin ued to receive interest payments on the ARS in accordance with their terms. We believe we will ultimately be able to liquidate our ARS related investments without significant loss primarily due to the collateral securing our ARS and the legal settlement agreement we previously entered into with UBS AG (UBS). Our UBS settlement allows for a portion of our ARS to be redeemed at par as early as June 30, 2010. However, the remaining portfolio could take until final maturity of the ARS (up to 25 years) to realize the par value of our investments. Due to the changes and uncertainty in the ARS market, we believe the recovery period for these investments is likely to be longer than 12 months and as a result, we have classified these investments as long-term as of May 29, 2010. Our short-term ARS investments of $1.2

million are comprised of a $250,000 partial redemption that was paid on June 2, 2010 and $900,000 relates to the UBS portion of our portfolio including the rights to require UBS to purchase (the Put Rights) at par value at any time during a two-year sale period beginning June 30, 2010.

The terms of the UBS settlement agreement also allowed us to borrow on a portion of our portfolio at no net cost and as a result, we borrowed $610,000 under this arrangement, which is presented as short-term ARS borrowings on our balance sheet. We have the ability to maintain the no net cost loans until the securities are liquidated or they reach the June 2010 put date. During the second and third quarters of 2010, UBS elected to redeem securities that had a par value of $12.6 million. Terms of the settlement agreement required us to repay a portion of the outstanding borrowings of $8.5 million. In addition, short-term ARS investments of $300,000 not part of the UBS portfolio were redeemed by the issuer at par in the first nine months of Fiscal 2010.

At May 29, 2010, there was insufficient observable ARS market information available to determine the fair value of our ARS investments, including the Put Rights. We recorded a temporary impairment of $378,000 related to our long-term ARS investments of $19.7 million (par value) that were not part of the UBS settlement as of May 29, 2010.

NOTE 5: Inventories

Inventories are valued at the lower of cost or market, with cost being determined under the last-in, first-out (LIFO) method and market defined as net realizable value.

Inventories consist of the following:

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(In thousands)	May 29, 2010	August 29, 2009
Finished goods	$ 18,752	$ 18,709
Work-in-process	28,348	24,982
Raw materials	22,346	33,505
	69,446	77,196
LIFO reserve	(30,312)	(30,346)
Total inventories	$ 39,134	$ 46,850

Due to a liquidation of LIFO inventory values as a result of reduction in inventory levels, we recorded a reduction to LIFO reserves of approximately $34,000 and $4.1 million in the nine months ended May 29, 2010 and May 30, 2009, respectively.

NOTE 6: Property, Plant and Equipment

Property, plant and equipment is stated at cost, net of accumulated depreciation and consists of the follow ing:

(In thousands)	May 29, 2010	August 29, 2009
Land	$ 772	$ 772
Buildings	49,341	49,220
Machinery and equipment	91,002	92,625
Transportation equipment< /font>	3,412	3,457
	144,527	146,074
Less accumulated depreciation	(119,991)	(118,034)
Total property, plant and equipment, net	$ 24,536	$ 28,040

NOTE 7: Credit Facility

On October 13, 2009, we entered into a Loan and Security Agreement (the "Loan Agreement") with Burdale Capital Finance, Inc., as Agent. The Loan Agreement provides for an initial $20.0 million revolving credit facility, based on eligible accounts receivable and eligible inventory, expiring on October 13, 2012, unless terminated earlier in accordance with its terms. The Loan Agreement contains no financial covenant restrictions for borrowings up to $12.5 million; provided that borrowings cannot exceed the Asset Coverage Amount (as defined in the Loan Agreement) divided by 2.25. The Loan Agreement also includes a framework to expand the size of the facility up to

$50.0 million, based on mutually agreeable covenants to be determined at the time of expansion.

No borrowings have been made under the Loan Agreement as of the date of this report. We intend to use any loan proceeds from the Loan Agreement for working capital and for other general corporate purposes, if needed.

Interest on loans made under the Loan Agreement will be based on the greater of LIBOR or a base rate of 2.0 percent plus a margin of 4.0 percent or the greater of prime rate or 4.25 percent plus a margin of 3.0 percent. The unused line fee associated with this Loan Agreement is 1.25 percent per annum. Additionally, under certain circumstances, we will be required to pay an early termination fee ranging from 1 - 3 percent of the maximum credit available under the Loan Agreement if we terminate the Loan Agreement prior to October 13, 2012.

NOTE 8: Warranty

We provide our motor home customers a comprehensive 12-month/15,000-mile warranty on the Class A, Class B and Class C coaches, and a 3-year/36,000-mile structural warranty on Class A and Class C sidewalls and floors. We have also incurred costs for certain warranty-type expenses which occurred after the normal warranty period. We have voluntarily agreed to pay such costs to help protect the reputation of our products and the goodwill of our customers. We record our warranty liabili ties based on our estimate of the amounts necessary to settle future and existing claims on products sold as of the balance sheet date. We also incur costs as a result of additional service actions not covered by our warranties, including product recalls and customer satisfaction actions.

Changes in our product warranty liability are as follows:

	Quarter Ended		Nine Months Ended	
(In thousands)	May 29, 2010	May 30, 2009	May 29, 2010	May 30, 2009
Balance at beginning of period	$ 6,567	$ 7,552	$ 6,408	$ 9,859
Provision	1,677	1,056	4,158	2,637
Claims paid	(1,298)	(1,772)	(3,620)	(5,660)
Balance at end of period	$ 6,946	$ 6,836	$ 6,946	$ 6,836

NOTE 9: Employee and Retiree Benefits

Postretirement health care and deferred compensation benefits are as follows:

(In thousands)	May 29, 2010	August 29, 2009
Postretirement health care benefit cost	$ 36,465	$ 35,312
Non-qualified deferred compensation	25,543	26,092
Executive share option plan liability	8,860	8,444
SERP benefit liability	3,137	3,259

Executive deferred compensation	74	59
Total postretirement health care and deferred compensation benefits	74,079	73,166
Less current portion	(4,008)	(3,997)
Long-term postretirement health care and deferred compensation benefits	$ 70,071	$ 69,169

Postretirement Health Care Benefits
We provide certain health care and other benefits for retired employees hired before April 1, 2001, who have fulfilled eligibility requirements of age 55 with 15 years of continuous service. Retirees are required to pay a monthly premium for medical coverage based on years of service at retirement and then current age. Our postretirement health care plan current ly is not funded. We use a September 1 measurement date for this plan.

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Net periodic postretirement health care benefit income consisted of the following components:

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	Quarter Ended		Nine Months Ended	
(In thousands)	May 29, 2010	May 30, 2009	May 29, 2010	May 30, 2009
Interest cost	$ 495	$ 529	$ 1,484	$ 1,589
Service cost	139	147	416	442
Net amortization and deferral	(831)	(874)	(2,493)	(2,623)
Net periodic postretirement benefit income	$ (197)	$ (198)	$ (593)	$ (592)
Payments for postretirement health care	$ 286	$	$ 747	$ 610

For accounting purposes, we recognized income from the plan for both the third quarter and nine months of both Fiscal 2010 and Fiscal 2009 due to the amortization of the cost savings from an amendment effective September 2004, which amended our postretirement health care benefit by establishing a maximum employer contribution amount.

NOTE 10: Contingent Liabilities and Commitments

Repurchase Commitments
Generally, companies in the RV industry enter into repurchase agreements with lending institutions which have provided wholesale floorplan financing to dealers. Most dealers' motor homes are financed on a "floorplan" basis under which a bank or finance company lends the dealer all, or substantially all, of the purchase price, collateralized by a security interest in the motor homes purchased.

Our repurchase agreements provide that, in the event of default by the dealer on the agreement to pay the lending institution, we will repurchase the financed merchandise. The terms of these agreements, which can last up to 18 months, provide that our liability will be the lesser of remaining principal owed by the dealer or dealer invoice less periodic reductions based on the time since the date of the original invoice. Our liability cannot exceed 100 percent of the dealer invoice. Our contingent liability on these repurchase agreements was approximately $139.6 mil lion and $90.6 million at May 29, 2010 and August 29, 2009, respectively.

In certain instances, we also repurchase inventory from our dealers due to state law or regulatory requirements that govern voluntary or involuntary relationship terminations. Although laws vary from state to state, some states have laws in place that require manufacturers of motor vehicles to repurchase current inventory if a dealership exits the business. Incremental repurchase exposure beyond existing repurchase agreements, related to dealer inventory in states that we have had historical experience of repurchasing inventory, totaled $3.3 million and $3.1 million at May 29, 2010 and August 29, 2009, respectively.

Based on the repurchase exposure as previously described, we established an associated loss reserve. Accrued loss on repurchases was $1.6 million as of May 29, 2010 and $1.2 million as of August 29, 2009.

A summary of repurchase activity is as follows:

	Quarter Ended		Nine Months Ended	
(Dollars in thousands)	May 29, 2010	May 30, 2009	May 29, 2010	May 30, 2009
Inventory repurchased				
Units	1	51 ;	4	123
Dollars	$ 80	$ 4,880	$ 300	$ 11,348
Inventory resold				
Units	1	58	5	128
Cash collected	$ 77	$ 4,625	$ 329	$ 9,868
Loss recognized	$ 3	$ 1,011	$ 44	$ 1,967

Litigation
We are involved in various legal proceedings which are ordinary routine litigation incidental to our business, some of which are covered in whole or in part by insurance. While it is impossible to estimate with certainty the ultimate legal and financial liability with respect to this litigation, we believe that while the final resolution of any such

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litigation may have an impact on our results for a particular reporting period, the ultimate disposition of such litigation will not have any material adverse effect on our financial position, results of operations or liquidity.

NOTE 11: Income Taxes

We account for income taxes under ASC Topic 740, *Income Taxes*, (ASC 740). The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Significant judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our deferred tax assets. Valuation allowances arise due to uncertainty of realizing deferred tax assets. As of May 29, 2010, and August 29, 2009, we have applied a full valuation allowance of $43.1 million and $45.3 million, respectively, against our defe rred tax assets. ASC 740 requires that companies assess whether valuation allowances should be established against their deferred tax assets based on the consideration of all available evidence, using a “more-likely-than-not” standard. In making such assessments, significant weight is given to evidence that can be objectively verified. A company's current or previous losses are given more weight than its future outlook. Under that standard, our three-year historical cumulative loss was a significant negative factor. This loss, combined with uncertain near-term market and economic conditions, reduced our ability to rely on our projections of any future t axable income in determining whether a valuation allowance is appropriate. Accordingly, we have concluded that a full valuation allowance on our deferred tax assets was needed. We will continue to assess the likelihood that our deferred tax assets will be realizable, and our valuation allowance will be adjusted accordingly, which could materially impact our financial position and results of operations.

On November 6, 2009, the President of the United States signed into law the Worker, Homeownership, and Business Assistance Act of 2009, which expands the net operating loss (NOL) carryback period from two to five years, allowing us to carryback all Fiscal 2009 NOLs. We filed our original carryback tax return in December 2009 and received our federal refund of $2 1.9 million during our second quarter of Fiscal 2010. During the third quarter of Fiscal 2010, we filed a superseding federal tax return and amended our original carryback request, recording an additional benefit of approximately $1.0 million. As a result, we recorded a total tax benefit of $5.8 million in Fiscal 2010 related to the portion of the 2009 NOL that was previously not able to be carried back and reduced the associated valuation allowance. We anticipate receiving the refund of our amended carryback return sometime in the fourth quarter of Fiscal 2010.

We file tax returns in the U.S. federal jurisdiction, as well as various international and state jurisdictions. Our federal income tax returns for Fiscal 2006 through Fiscal 2008 were under examination by the IRS as of the end of the second quarter of Fiscal 2010. During our third quarter of Fiscal 2010, we finalized the IRS audit with a cash payment of $130,000. As a result of this audit, we have reduced the reserve for unrecognized tax benefits by approximately $1.7 million. Although certain years are no longer subject to examinations by the IRS and various state taxing authorities, NOL carryforwards generated in those years may still be adjusted upon examination by the IRS or state taxing authorities if they either have been or will be used in a future period. A number of years may elapse before an uncertain tax position is audited and finally resolved, and it is often very difficult to predict the outcome of such audits. Periodically, various state and local jurisdictions conduct audits, therefore, a variety of years are subject to state and local jurisdiction review.

As of May 29, 2010, our total unrecognized tax benefits were $6.1 million, all of which, if recognized, would positively affect our effective tax rate as all of the deferred tax assets associated with these positions have a full valuation allowance established against them. It is our policy to recognize interest and penalties accrued relative to unrecognized tax benefits as tax expense. As of May 29, 2010, we had ac crued $2.6 million in interest and penalties.

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Changes in our total unrecognized tax benefits are as follows:

(In thousands)	Nine Months Ended May 29, 2010	May 30, 2009
Balance at beginning of period	$ (9,012)	$ (9,469)
Gross increases - tax positions in a prior period	(253)	31
Gross decreases - tax positions in a prior period	3,157	490
Gross increases - current period tax positions	(136)	(83)
Settlements	154	—
Lapse of st atute of limitations	—	—
Balance at end of period	$ (6,090)	$ (9,031)

We do not anticipate any significant changes in unrecognized tax benefits within the next twelve months. Actual results may differ materially from this estimate.

NOTE 12: Income Per Share

The following table reflects the calculation of basic and diluted income per share:

(In thousands, except per share data)	Quarter Ended May 29, 2010	Quarter Ended May 30, 2009	Nine Months Ended May 29, 2010	Nine Months Ended May 30, 2009
Income (loss) per share - basic:				
Net income (loss)	$ 5,992	$ (8,553)	$ 5,354	$ (28,530)
Weighted average shares outstanding	29,098	29,045	29,084	29,036
Net income (loss) per share - basic	$ 0.21	$ (0.29)	$ 0.18	$ (0.98)
Income (loss) per share - assuming dilution:				
Net income (loss)	$ 5,992	$ (8,553)	$ 5,354 < /font>	$ (28,530)
Weighted average shares outstanding	29,098	29,045	29,084	29,036
Dilutive impact of options and awards outstanding	9	11	13	10
Weighted average shares and potential dilutive shares outstanding	29,107	29,056	29,097	29,046
Net income (loss) per share - assuming dilution	$ 0.21	$ (0.29)	$ 0.18	$ (0.98)

At the end of the third quarters of Fiscal 2010 and Fiscal 2009, there were options outstanding to purchase 934,173 shares and 1,016,564 shares, respectively, of common stock at an average price of $28.07 and $27.29, respectively, which were not included in the computation of diluted income per share because they are considered anti-dilutive under the treasury stock method per ASC 260.

NOTE 13: Comprehensive Income

Comprehensive income, net of tax, consists of:

(In thousands)	Quarter Ended May 29, 2010	Quarter Ended May 30, 2009	Nine Months Ended May 29, 2010	Nine Months Ended May 30, 2009
Net income (loss)	$ 5,992	$ (8,553)	$ 5,354	$ (28,530)
Change in temporary impairment of investments, net of tax	(78)	79	19	930
Amortization of prior service credit	(652)	(656)	(1,956)	(1,945)
Amortization of actuarial loss	137	109	411	325
Comprehensive income (loss)	$ 5,399	$ (9,021)	$ 3,828	$ (29,220)

NOTE 14: Subsequent Event

We evaluated all events or transactions occurring between the balance sheet date and the date of issuance of the financial statements that would require recognition or disclosure in the financial statements. There were no material subsequent events.

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ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

It is suggested that this management's discussion be read in conjunction with the Management's Discussion and Analysis included in our Annual Report to Shareholders for the year ended August 29, 2009.

Forward-Looking Information

Certain of the matters discussed in this Quarterly Report on Form 1 0-Q are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which involve risks and uncertainties. A number of factors could cause actual results to differ materially from these statements, including, but not limited to, interest rates and availability of credit, low consumer confidence, significant increase in repurchase obligations, inadequate liquidity or capital resources, availability and price of fuel, a further or continued slowdown in the economy, availability of chassis and other key component parts, sales order cancellation s, slower than anticipated sales of new or existing products, new product introductions by competitors, the effect of global tensions, and other factors which may be disclosed throughout this report. Although we believe that the expectations reflected in the "forward-looking statements" are reasonable, we cannot guarantee future results, or levels of activity, performance or achievements. Undue reliance should not be placed on these "forward-looking statements," which speak only as of the date of this report. We undertake no obligation to publicly update or revise any "forward-looking statements" whether as a result of new information, future events or otherwise, except as required by law or the rules of the New York Stock Exchange.

Executive Overview
Winnebago Industries, Inc. is the leading U.S. manufacturer of motor homes with a proud history of manufacturing recreation vehicles for more than 50 years. Our strategy is to manufacture quality motor homes in a profitable manner. We produce all of our motor homes in highly vertically integrated manufacturing facilities in the state of Iowa. We primarily distribute our products through independent dealers throughout the United States and Canada, who then retail the products to the end consumer. We have led the industry with the highest retail market share in the U.S. of combined Class A and Class C motor homes for the past nine calendar years and through April in Calendar 2010. We began producing Class B motor homes in February 2008 and we held the number three position in U.S. retail unit market share for Class B motor homes in Calendar 2009 and through April in Calendar 2010.

Our retail market share, as reported by Statistical Surveys, Inc. (Statistical Surveys), for the past three calendar years is as follows:

%	Through April 2010	Through April 2009	Calendar Year 2009	Calendar Year 2008	Calendar Year 2007
Class A gas	24.4%	23.0%	23.0%	23.3%	22.1%
Class A diesel	13.4%	9.4%	11.2%	8.1%	9.0%
Total Class A	18.4%	15.7%	16.6%	15.4%	15.3%
Class C	21.0%	22.1%	22.9%	22.9%	24.0
Total Class A and C	19.5%	18.4%	19.2%	18.4 %	18.7%
Class B	18.1 %	16.2%	18.2%	3.7%	—%

Industry Outlook
As evidenced below, the motorized RV market has been significantly impacted by highly unstable market conditions in the past two years, both from a wholesale and a retail perspective. The tightening of the wholesale and retail credit markets, low consumer confidence, the effe ct of the global recession and uncertainty related to fuel prices have placed pressure on retail sales and as a result, dealers have significantly reduced their inventory levels.

We believe that the bottom level of dealer inventories was reached during the fourth calendar quarter of 2009, as industry shipments finally began to increase over the prior year. Retail registrations did not show that same trend, but were approaching nearly flat comparisons in the first four months of 2010. The current industry outlook for Calendar 2010 per the Recreational Vehicle Industry Association (RVIA) is for wholesale shipments to be higher than retail activity was in Calendar 200 9. Prospective retail demand must improve to support this wholesale shipment forecast.

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Key statistics for the motor home industry are as follows:

	Industry A & C Motor Homes							
	Wholesale Shipments(1) Calendar Year				Retail Registrations(2) Calendar Year			
(In units)	2008	2007	Decrease	Change	2008	2007	Decrease	Change

First quarter	10,400	13,600	(3,200)	(23.5)%	8,400	11,000	(2,600)	(23.6)%
Second quarter	8,600	15,000	(6,400)	(42.7)%	9,400	14,600	(5,200)	(35.6)%
Third quarter	4,600	12,400	(7,800)	(62.9)%	6,100 < /font>	11,700	(5,600)	(47.9)%
Fourth quarter	2,800	11,300 < font style="font-family:inherit;font-size:10pt;">	(8,500)	(75.2)%	3,900	8,000	(4,100)	(51.2)%
Total	26,400	52,300	(25,900)	(49.5)%	27,800	45,300	(17,500)	(38.6)%

(In units)	2009	2008	(Decrease) Increase	Change	2009 < /td>	2008	Decrease	Change
First quarter	2,200	10,400	(8,200)	(78.8)%	4,200	8,400	(4,200)	(50.0)%
Second quarter	2,900	8,600	(5,700)	(66.3)%	5,800	9,400	(3,600)	(38.3)%
Third quarter	2,900	4,600	(1,700)	(37.0)%	4,700 ;	6,100	(1,400)	(23.0)%
Fourth quarter	4,000	2,800	1,200	42.9%	3,500	3,900	(400)	(10.3)%
Total	12,000	26,400	(14,400)	(54.5)%	18,200	27,800	(9,600)	(34.5)%

(In units)	< /td> 2010	2009	Increase	< div style="overflow:hidden;height:10.66666664px;font-size:10pt;"> Change	2010	2009	Decrease	Change
First quarter	5,300	2,200	3,100	140.9%	4,000 (4)	4,200	(200)	(4.8)%
April	2,400	900	1,500	166.7%	2,100 (4)	2,200	(100)	(4.5)%
May	2,600	1,100	1,500	136.4%		1,700		
June - December	10,700 (3)	7,800	2,900	37.2%		10,100		
Total	21,000 (3)	12,000	9, 000	75.0%	6,100 (4)	18,200		

(1) Class A and C wholesale shipments as reported by RVIA, rounded to the nearest hundred.
(2) Class A and C U.S. retail registrations as reported by Statistical Surveys, rounded to the nearest hundred. Note that retail registrations for Georgia and New Mexico are no longer included for 2009, 2008 and 2007 as complete data was not reported.
(3) Based upon forecasted 2010 Class A and C wholesale shipments as reported by RVIA in the Roadsigns Summer 2010 issue.
(4) Retail registrations for Calendar 2010 year to date as reported by Statistical Surveys do not include data for Georgia and New Mexico. Statistical Surveys has not issued a projection for 2010 retail demand.

Company Outlook

Similar to the overall motor home industry, after two years of declining motor home shipments, we have seen improvements in recent quarters in our business as dealers began to re-order product. During the second half of Calendar 2009, we saw a substantial growth in our backlog, which we attributed to the very low level of dealer inventories and the strong acceptance of our Model Year 20 10 product lineup. As a result of the increased order activity, we hired approximately 350 hourly employees during the first quarter of Fiscal 2010 and began to increase our weekly production rates in October 2009. This production ramp-up allowed us to ship additional units in our second and third quarters as compared to our first quarter of Fiscal 2010. Note that our dealers' inventories increased for the first time in two years during our second quarter of Fiscal 2010 and they have maintained these levels throughout our third quarter. While we are encouraged with these improvements, the economic outlook remains uncertain and we believe retail sales will be the key driver to sustain our recovery and for continued growth going forward.

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Certain key metrics for our Class A, B and C motor homes, as previously discussed, are evidenced in the table below:

			As of Quarter End	
(In units and presented in fiscal quarters)	Wholesale Deliveries	Retail Registrations	Dealer In ventory	Order Backlog
4th Quarter 2008	928	1,606	3,663	596
1st Quarter 2009	656	1,050	3,269	338
2nd Quarter 2009	315	666	2,918	335
3rd Quarter 2009	620	1,214	2,324	382
Rolling 12 months (June 2008 Through May 2009)	2,519	4,536		
&n bsp;				
4th Quarter 2009	605	1,235	1,694	940
1st Quarter 2010	794	921	1,567	1,521
2nd Quarter 2010	1,109	654	2,022	1,159
3rd Quarter 2010	1,366	1,388	2,000	935
Rolling 12 months (June 2009 Through May 2010)	3,874	4,198		

Key Comparison Increases (Decreases):	Wholesale Deliveries	Retail Registrations	< /td> D ealer Inventory	Order Backlog
Rolling 12 month comparison (May 2010 to May 2009)	1,355	(338)	(324)	553
	53.8%	(7.5)%	(13.9)%	144.8%
3rd quarter Fiscal 2010 as compared to 3rd quarter Fiscal 2009	746	174	(324)	553
	120.3%	14.3%	(13.9)%	144.8%
3rd quarter Fiscal 2010 as compared to 2nd quarter Fiscal 2010	257	734	(22)	(224)
	23.2%	112.2%	(1.1)%	(19.3)%

Our motor home order backlog is as follows:

	As Of					
	M ay 29, 2010		May 30, 2009			
	Units	Product Mix*	Units	Product Mix*	Increase (Decrease)	Change
Class A gas	323	34.6%	104	27.2%	219	210.6%
Class A diesel	234	25.0%	72	18.9%	162	225.0%
Total Class A	557	59.6%	176	46.1%	381	216.5%
Class B	34	3.6%	2	0.5%	32	1,600.0%
Class C	344	36.8%	204	53.4%	140	68.6%
Total backlog	935	100.0%	382 &nbs p;	100.0%	553	144.8%
Total approximate revenue dollars (in thousands) (1)	$ 93,214		$ 33,556		$ 59,658	177.8%

* Percentages may not add due to rounding differences.

(1) We include in our backlog all accepted purchase orders from dealers to be shipped within the next six months. Orders in backlog can be canceled or postponed at the optio n of the purchaser at any time without penalty and, therefore, backlog may not necessarily be an accurate measure of future sales.

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Results of Operations

Current Quarter Compared to the Comparable Quarter Last Year

The following is an analysis of changes in key items included in the statements of operations:

	Quarter Ended					
(In thousands, except percent and per share data)	May 29, 2010	% of Revenues*	May 30, 2009	% of Revenues*	Increase (Decrease)	% Change
Net revenues	$ 134,813	100.0%	$ 50,848	100.0%	$ 83,965	165.1%
Cost of goods sold	125,058	92.8%	59,133	116.3%	65,925	111.5%
Gross profit (deficit)	9,755	7.2%	(8,285)	(16.3)%	18,040	217.7%
Selling	3,107	2.3%	3,083	6.1%	24	0.8%
General and administrative	3,244	2.4%	3,414	6.7%	(170)	(5.0)%
Total operating expenses	6,351	4.7%	6,497	12.8%	(146)	(2.2 < /td>)%
Operating income (loss)	3,404	2.5%	(14,782)	(29.1)%	18,186	123.0%
Financial income	158	0.1%	209	0.4%	(51)	(24.4)%
Income (loss) before income taxes	3,562 < /font>	2.6%	(14,573)	(28.7)%	18,135	124.4%
Benefit for taxes	(2,430)	(1.8)%	(6,020)	(11.8)%	3,590	59.6%
Net income (loss)	$ 5,992	4.4%	$ (8,553)	(16.8)%	$ 14,545	170.1%
Diluted income (lose) per share	$ 0.21		$ (0.29)		$ 0.50	172.4%
Fully diluted average shares outstanding	29,107		29,056		51	0.2%

* Percentages may not add due to rounding differences.

Unit deliveries and average sales price (ASP), net of discounts, consisted of the following:

	Quarter Ended					
(In units)	May 29, 2010	Product Mix*	May 30, 2009	Product Mix*	Increase	% Change
Class A gas	417	30.5%	114	18.4%	303	265.8%
Class A diesel	273	20.0< font style="font-family:Arial;font-size:10pt;">%	62	10.0%	211	340.3%
Total Class A	690	50.5%	176	28.4%	514	292.0%
Class B	< div style="text-align:right;font-size:10pt;">76	5.6%	56	9.0%	20	35.7%< /div>
Class C	600 < font style="font-family:inherit;font-size:10pt;">	43.9%	388	62.6%	212	54.6%
Total deliveries	1,366	100.0%	620	100.0%	746	120.3%
ASP (in thousands)	$ 93		$ 77		$ 16	22.0%

* Percentages may not add due to rounding differences. &nbs p;

Net revenues for the third quarter of Fiscal 2010 increased $84.0 million, or 165.1 percent, compared to the third quarter of Fiscal 2009, due to the following:

- Volume increase: The primary reason for the net revenue increase was due to an increase in unit deliveries of 120.3 percent.
- Pricing and mix: Our motor home ASP increased 22.0 percent. This increase was due to a shift to higher-priced product as our sales mix was more heavily weighted to Class A product and a decrease of product discounts offered at the wholesale level as compared to the comparable quarter last year.
- <Other revenue: Revenues for motor home parts and services and other manufacturing products increased $2.6 million, or 40.0 percent.
  Promotional incentives: Our retail and other incentives, which are deductions from gross revenues, decreased 4.7 percent (as a percent of net revenues). In the prior year, we had more retail incentive programs to help stimulate retail demand. Dealer inventory levels at the third quarter end of Fiscal 2010 were down 13.9 percent (2,000 versus 2,324< /font>) as compared to the end of the third quarter of Fiscal 2009 and the age of Winnebago product on our dealers lots is much improved. Better retail market conditions are the key reason these types of promotional incentives are lower this year.

Cost of products sold was $125.1 million, or 92.8 percent of net revenues for the third quarter of Fiscal 2010

compared to $59.1 million, or 116.3 percent of net revenues for the comparable period a year ago. Variable costs (material, labor, variable overhead, delivery, and warranty) increased $65.1 million as a result of the increased number of motor homes sold. As a percent of net revenues, however, variable costs decreased to 84.2 percent of net revenues for the third quarter of Fiscal 2010 from 95.1 percent for the third quarter of Fiscal 2009. This decrease in percentage is due to reduced material and labor costs and improved labor efficiencies, both resulting from production volume increases. Fixed overhead (manufacturing support labor, depreciation and facility costs) and research and development-related costs increased $804,000 for the third quarter of Fiscal 2010. As a percent of net revenues, however, fixed overhead costs decreased to 8.6 percent for the third quarter of Fiscal 2010 from 21.2 percent of net revenues for the third quarter of Fiscal 2009. The decrease in percentage was due to greater absorption of fixed costs resulting from higher production volume. Due to the significant reduction of inventory levels, there was a positive benefit to cost of goods sold in the third quarters ended May 29, 2010 and May 30, 2009 of $431,000 and $3.6 million, respectively from the liquidation of LIFO inventory values. When all factors described previously are considered, gross profit was 7.2 percent of net revenues for the third quarter of Fiscal 2010 compared to a gross deficit of 16.3 percent during the third quarter of Fiscal 2009.

Selling expenses increased $24,000, or 0.8 percent, during the third quarter of Fiscal 2010. As a percentage of net revenues, selling expenses decreased from 6.1 percent to 2.3 percent for the third quarters of Fiscal 2009 and Fiscal 2010, respectively.

General and administrative expenses decreased $170,000, or 5.0 perc ent, during the third quarter of Fiscal 2010 and, as a percentage of net revenues were 2.4 percent and 6.7 percent for the third quarters of Fiscal 2010< /font> and Fiscal 2009, respectively. The decrease in dollars was due to reductions of $405,000 in legal expenses and $68,000 less expense associated with our idled facilities, partially offset by an increase of $370,000 in product liability expense.

Financial income decreased $51,000, or 24.4 percent, during the third quarter of Fiscal 2010. This was primarily due to decreased investment earnings (a result of reduction in interest rates and reduction in investment balances) and increased credit facility costs, partially offset by increased company owned life insurance earnings.

The overall effective income tax rate for the third quarter of Fiscal 2010 was a benefit of 68.2 percent compared to a benefit rate of 41.3 percent for the third quarter of Fiscal 2009. The following table breaks down the two aforementioned tax rates:

	Quarter Ended			
	May 29, 2010		May 30, 2009	
(In thousands)	Amount	Effective Rate*	Amount	Effective Rate*
Tax expense (benefit) before discrete items	$ 692	19.4%	$ (5,434)	(37.3)%
Discrete items:				
Valuation allowance				
Decrease (Fiscal 2009 carryback)	(1,00 8)	(28.3)%	—	—
Other adjustments	(258)	(7.2)%	—	—
Uncertain tax positions settlements and adjustments	(1,683)	(47.2)%	—	—
Tax planning initiatives	(173)	(4.9)%	(500)	(3.4)%
Other	—	—%	(86)	(0.6)%
Total benefit for taxes	$ (2,430)	(68.2)%	$ (6,020)	(41.3)%

*Percentages may not add due to rounding differences.

Tax benefit before discrete items
The overall effective income tax rate for the third quarter ended May 29, 2010 was 19.4 percent compared to the effective tax benefit rate of 37.3 percent for the third quarter ended May 30, 2009. The primary reason for the difference in the overall effective rate for the third quarter ended May 29, 2010 as compared to the third quarter ended May 30, 2009 is the relationship between our small pre-tax income compared to a larger pre-tax loss relative to the permanent financial accounting to taxable income (loss) adjustments. Our significant permanent adjustments are tax-free income from company-owned life insurance and ARS.

Valuation allowance decrease
The valuation allowance established in our third quarter of Fiscal 2010 on the deferred tax assets was decreased by $1.0 million primarily due to filing a superseding Fiscal 2009 federal tax return. Durin g our first quarter of Fiscal

2010, the President of the United States signed into law the Worker, Homeownership, and Business Assistance Act of 2009, which expands the carryback period from two to five years, allowing us to carryback all Fiscal 2009 NOL. During the third quarter of Fiscal 2010, we filed a superseding federal tax return to accelerate certain tax deductions and amended our original carryback request. This resulted in a benefit of approximately $1.0 million, which we anticipate receiving during the fourth quarter of Fiscal 2010. For further discussion of income taxes, see Note 11.

Uncertain tax positions settlements and adjustments
Benefits of $1.7 million were recorde d during the third quarter of Fiscal 2010 primarily as a result of positive resolution of federal tax IRS audits which resulted in a reduction of the reserve for unrecognized tax benefits. For further discussion of income taxes, see Note 11.

Tax planning initiatives
Benefits of $173,000 and $500,000 were recorded during the third quarters of Fiscal 2010 and Fiscal 2009, respectively as a result of tax planning initiatives.

Net income was $6.0 million, or $.21 per diluted share, for the third quarter of Fiscal 2010 compared to a net loss of $8.6 million, or $.29 per diluted share, for the third quarter of Fiscal 2009. See Note 12.

First Nine Months of Fiscal 2010 Compared to the First Nine Months of Fiscal 2009

The following is an analysis of changes in key items included in the statements of operations f or the nine months ended May 29, 2010 compared to May 30, 2009:

	Nine Months Ended					
(In thousands, except percent and per share data)	May 29, 2010	% of Revenues*	May 30, 2009	% of Revenues*	Increase (Decrease)	% Change
Net revenues	$ 326,359	100.0%	$ 152,054	100.0%	$ 174,305	114.6%
Cost of goods sold	311,296	95.4%	181,025	119.1%	130,271	72.0%
Gross profit (deficit)	15,063	4.6%	(28,971)	(19.1)%	44,034	152.0%
Selling	9,438	2.9%	9,564	6.3%	(126)	(1.3)%
General and administrative	10,056	3.1%	11,748	7.7%	(1,692)	(14.4)%
Total operating expenses	19,494	6.0%	21,312	14.0%	(1,818)	(8.5)%
Operating loss	(4,431)	(1.4)%	(50,283)	(33.1)%	45,852	91.2%
Financial income	289	0.1%	1,366	0.9%	(1,077) &n bsp;	(78.8)%
Loss before income taxes	(4,142)	(1.3)%	(48,917)	(32.2)%	44,775	91.5%
Benefit for taxes	(9,496)	(2.9)%	(20,387)	(13.4)%	10,891	53.4%

Net income (loss)	$ 5,354	1.6%	$ (28,530)	(18.8)%	$ 33,884	118.8%
Diluted income (loss) per share	$ 0.18		$ (0.98)		$ 1.16	118.4%
Fully diluted average share outstanding	29,097		29,046		51	0.2%

* Percentages may not add due to rounding differences.

Unit deliveries and ASP, net of discounts, consisted of the following:

	Nine Months Ended					
(In units)	May 29, 2010	Product Mix %*	May 30, 2009	Product Mix %*	Increase	% Change
Class A gas	1,030	31.5%	356	22.4%	674	189.3%
Class A diesel	707	21.6%	225	14.1%	482	214.2%
Total Class A	1,737	53.1%	581	36.5%	1,156	199.0%
Class B	202	6.2%	99	6.2%&nb sp;	103	104.0%
Class C	1,330	40.7%	911	57.3%	419	46.0%
Total deliveries	3,269	100.0%	1,591	100.0%	1,678	105.5%
				< /td>		
ASP (in thousands)	$ 95		$ 86 < /font>		$ 9	9.7%

* Percentages may not add due to rounding differences.

Net revenues for the nine months ended May 29, 2010 increased $174.3 million, or 114.6 percent, due to the following:

- Volume increase: The primary reason for the net revenue increase was due to an increase in unit deliveries of 105.5 percent.
- Pricing and mix: Our motor home ASP increased 9.7 percent. This increase was due to a shift to higher-priced product as our sales mix was more heavily weighted to Class A product and a decrease of product discounts offered at the wholesale level as compared to the comparable period last year.
- Repurchas es: Our repurchase loss provision, which is a deduction from gross revenues, decreased 2.0 percent (as a percentage of net revenues), or $2.7 million. We repurchased four motor homes and resold five motor homes, incurring losses of $44,000. Further discussion of our repurchase activity is included in Note 10.
- < div style="line-height:120%;text-align:left;font-size:10pt;text-indent:0px;">Promotional incentives: Although retail and other incentives were flat compared to last year, as a percent of net revenues, these incentives decreased 2.3 percent. In the prior year, we had more retail incentive programs in place to help stimulate dealer retail demand.

Cost of products sold was $311.3 million, or 95.4 percent of net revenues for the first nine months of Fiscal 2010 compared to $181.0 million, or 119.1 percent of net revenues for the comparable period a year ago. Variable costs (material, labor, variable overhead, delivery and warranty) increased $131.0 million as a result of the increased number of motor homes sold. As a percent of revenues, however, variable costs decreased to 85.9 percent for the first nine months of Fiscal 2010 from 98.1 percent for the same period a year ago. This decrease in percentage is due to reduced material and labor costs and improved labor efficiencies as a result of production volume increases. Fixed overhead (manufacturing support labor, depreciation and facility costs) and research and development-related costs decreased $774,000, and were 9.5 percent of net revenues for the first nine months of Fiscal 2010 compared to 21.0 percent of net revenues in the comparable period a year ago. The decrease in percentage was due to greater absorption of fixed costs resulting from higher production volumes. Due to the significant reducti on of inventory levels, there was a positive benefit to cost of goods sold in the nine months ended May 29, 2010 and May 30, 2009 of $34,000 and $4.1 million, respectively from the liquidation of LIFO inventory values. When all factors as described above are considered, gross profit was $15.1 million, or 4.6 percent, of net revenues for the first nine months of Fiscal 2010 compared to a gross deficit of $29.0 million, or 19.1 percent, of net revenues during the comparable period a year ago.

Selling expenses decreased $126,000, or 1.3 percent, for the nine months ended May 29, 2010 and, as a percent of net revenues, were 2.9 percent and 6.3 percent during the nine months of Fiscal 2010 and Fiscal 2009, respectively.

General and administrative expenses decreased $1.7 million, or 14.4 percent, for the first nine months of Fiscal 2010 and, as a p ercent of net revenues, were 3.1 percent and 7.7 percent during the first nine months of Fiscal 2010 and Fiscal 2009, respectively. The decrease in dollars was due to reductions of $1.3 million in legal expenses, $570,000 labor-related expenses, and $535,000 less expense associated with our idled and leased facilities, partially offset by increased product liability expense of $1.2 million.

Financial income decreased $1.1 million, or 78.8 percent, for the nine months ended May 29, 2010. The d ecrease in financial income was due primarily to increased credit facility costs and a reduction in investment interest rates.

The overall effective income tax rate for the nine months ended May 29, 2010 was a benefit of 229.3 percent compared to a benefit of 41.7 percent for the nine months ended May 30, 2009.

The following table breaks down the two af orementioned tax rates:

	Nine Months Ended			
	May 29, 2010		May 30, 2009	
(In thousands)	Amount	Effective Rate*	Amount	Effective Rate*
Tax benefit before discrete items	$ (2,775)	(67.0)%	$ (19,151)	(39.1)%
Discrete items:				
Valuation allowance:				
Decrease (Fiscal 2009 carryback)	(5,792)	(139.8)%	—	—
Other adjustments	3,470	83.8%	—	—
Uncertain tax positions settlements and adjustments	(2,565)	(61.9)%	(500)	(1.0)%
Tax planning initiatives	(1,749)	(42.2)%	(736)	(1.5)%
Other	(85)	(2.1)%	—	—
Total benefit for taxes	$ (9,496)	(229.3)%	$ (20,387)	(41.7)%

*Percentages may not add due to rounding differences

Tax benefit before discrete items
The overall effective income tax benefit rate for the nine months ended May 29, 2010 was 67.0 percent compared to the overall effective tax benefit rate of 39.1 percent for the nine months ended May 30, 2009. The primary reason for the difference in the overall effective rate is the relationship between our lower pre-tax loss relative to the permanent financial accounting to taxable income (loss) adjustments for the nine months ended May 29, 2010 as compared to the nine months ended May 30, 2009. Our significant permanent adjustments are tax-free income from company-owned life insurance and student loan-related assets.
;

Valuation allowance decrease
At the end of Fiscal 2009, we had established a valuation allowance on all deferred tax assets and NOL carryforward assets associated with Fiscal 2009. During our first quarter of Fiscal 2010, the President of the United States signed into law the Worker, Homeownership, and Business Assistance Act of 2009, which expands the carryback period from two to five years, allowing us to carryback all Fiscal 2009 NOL. During the third quarter of Fiscal 2010, we filed a superseding federal tax return to accelerate certain tax deductions and amended our original carryback request. This resulted in an additional benefit of approximately $1.0 million, which we anticipate receiving during the fourth quarter of Fiscal 2010. As a result, we recorded a total tax benefit of $5.8 million and reduced the associated valuation allowance due to this beneficial tax law change.

Valuation allowance - other adjustments
A full valuation allowance of $3.5 million was established in the first nine months of Fiscal 2010 on our increase in deferred tax assets. As a result, no tax benefit was recorded attributa ble to NOLs occurring during the first nine months of Fiscal 2010. For further discussion of income taxes, see Note 11.

Uncertain tax positions settlements and adjustments
During the first nine month of Fiscal 2010, benefits of $2.6 million were recorded as a result of positive settlements of uncertain tax positions with taxing authorities and other adjustments to uncertain tax positions. Of this amount, $1.7 million resulted from the reduction of reserves associated with unrecognized tax benefits as a result of a favorable settlement of the federal IRS tax audit. During the first nine months of Fiscal 2009, benefits of $500,000 were recorded as a result of favorable settlements and other adjustments to uncertain tax positions.

Tax planning initiatives
Benefits of $1.7 million and $736,000 were recorded as a result of tax planning initiatives recognized during the first nine months of Fiscal 2010 and 2009, respectively.

Net income was $5.4 million, or $.18 per diluted share, for the first nine months of Fiscal 2010 compared to net loss of $28.5 million, or $.98 per diluted share, for the first nine months of of Fiscal 2009. See Note 12.

Analysis of Financial Condition, Liquidity and Resources

Cash and cash equivalents totaled $76.3 million and $36.6 million as of May 29, 2010 and August 29, 2009, respectively. Short-term and long-term investments, net of temporary impairments, totaled $20.4 million as of May 29, 2010 and $33.3 million as of August 29, 2009. See Notes 3 and 4.

Working capital at May 29, 2010 and August 29, 2009 was $83.9 million and $79.5 million, respectively, an increase of $4.4 million. We currently expect cash on hand, funds generated from operations (if any) and the availability under the credit facility to be sufficient to cover both short-term and long-term operation requirements.

We anticipate capital expenditures during the balance of Fiscal 2010 of approximately $500,000, primarily for manufacturing equipment and facilities which will be funded with cash on hand.

Significant liquidity events in the first nine months of Fiscal 2010 include:

- Receipt of tax refunds (net of payments) of $23.4 million: As previously discussed, we filed a carryback federal tax return in December 2009 and received our federal refund of $21.9 million in January 2010. During our third quarter, we made federal payments associated with the resolution of outstanding federal tax audits of $130,000. We also received state refunds of approximately $1.6 million in th e first nine months of Fiscal 2010. During the third quarter of Fiscal 2010, we amended our 2009 federal tax return to accelerate certain tax deductions which resulted in an additional tax receivable of $1.0 million that we expect to receive in the fourth quarter of Fiscal 2010.
- ARS redemptions of $4.4 million: Through May 2010, UBS elected to redeem a portion of our securities and as a result, we received $4.1 million in net proceeds. We have the ability to put the remaining $290,000 of unencumbered ARS held by UBS to UBS in the fourth quarter of Fiscal 2010. In addition, short-term ARS investments of $300,000, not part of the UBS portfolio, were redeemed by the issuer at par during the fiscal year through May 2010 and $250,000 was redeemed at par in June 2010, subsequent to the end of the third quarter of Fiscal 2010.

We have multiple assets held for sale, including our plane and two manufacturing facilities. Total listing price of these assets is in excess of $10 million.

We also have in place a $20.0 million revolving credit facility, as described i n further detail in Note 7, which allows us to borrow up to $12.5 million without financial covenant restrictions if there is adequate asset coverage. The facility also includes a framework to expand the size of the facility up to $50.0 million, based on mutually agreeable covenants to be determined at the time of expansion. This potential additional borrowing capacity may be beneficial to us if inventory levels need to substantially increase rapidly as a result of product demand.

We filed a Registration Statement on Form S-3, which was declared effective by the SEC on March 31, 2010. Subject to market conditions, we have the ability to offer and sell up to $35 million of our common stock in one or more offerings pursuant to the Registration Statement. The Registration Statem ent will be available for use for three years. We currently have no plans to offer and sell the common stock registered under the Registration Statement; however, it does provide another source of liquidity in addition to the alternatives already in place.

Operating Activities
Cash provided by operating activities was $36.8 million and $12.5 million for the nine months ended May 29, 2010 and May 30, 2009, respectively. The combination of a net income of $5.4 million in the current year and an improvement in non-cash charges (e .g., depreciation, stock-based compensation) provided $10.6 million of operating cash compared to a usage of $21.7 million in the prior year period. In Fiscal 2010, changes in assets and liabilities (primarily income tax refunds and inventory reductions) provided an additional $26.2 million of operating cash. In Fiscal 2009, changes in assets and liabilities (primarily inventory reductions) provided an additional $34.2 million operating c ash.

Investing Activities
Cash provided by investing activities was due primarily to ARS redemptions of $12.9 million in the nine months ended May 29, 2010, partially offset by capital spending of $1.5 million. During the nine months ended May 30, 2009, cash provided by investing activities of $5.5 million was due to ARS redemptions of $8.5 million partially offset by capital spending of $2.5 million.

Financing Activities
Cash used in financing activities of $8.7 million for the nine months ended May 29, 2010 was primarily due to a payment of our borrowings on our ARS portfolio of $8.5 million. Cash provided by financing activities for the nine months ended May 30, 2009 was due to borrowings on our ARS portfolio of $9.1 million, partially offset by dividends paid of $3.5 million.

Critical Accounting Policies

Our financial statements are prepared in accordance with GAAP. In connection with the preparation of our financial statements, we are required to make assumptions and estimates about future events and apply judgments that affect the reported amounts of assets, liabilities, revenue, expenses and the related disclosures. We base our assumptions, estimates and judgments on historical experience, current trends and other factors that we believe to be relevant at the time our financial statements are prepared. On a regular basis, we review the accounting policies, assumptions, estimates and judgments to ensure that our financial statements are presented fairly and in accordance with GAAP. However, because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates and such differences could be material.

We believe that the following accounting estimates and policies are the most critical to aid in fully understanding and evaluating our reported financial results and they require our most difficult, subjective or complex judgments resulting from the need to make estimates about the effect of matters that are inherently uncertain. We have reviewed these critical accounting estimates and related disclosures with the Audit Committee of our Board.

Revenue Recognition
Gen erally, revenues for motor homes are recorded when all of the following conditions are met: an order for a product has been received from a dealer, written or verbal approval for payment has been received from the dealer's floorplan financing institution and the product is delivered to the dealer who placed the order. Most sales are financed under floorplan financing arrangements with banks or finance companies.

Revenues from the sales of our Original Equipment Manufacturing (OEM) and motor home-related parts are recorded as the products are shipped from our location. The title of ownership transfers on these products as they leave our location due to the freight terms of F.O.B. - Forest City, Iowa.

Sales Promotions and Incentives
We accrue for sales promotions and incentive expenses, which are recognized as a reduction to revenues, at the time of sale to the dealer or when the sales incentive is offered to the dealer or retail customer. Examples of sales promotions and incentive programs include dealer and consumer rebates, volume discounts, retail financing programs and dealer sales associate incentives. Sales promotion and incentive expenses are estimated based upon current program parameters, such as unit or retail volume, and historical rates. Actual results may differ from these estimates if market conditions di ctate the need to enhance or reduce sales promotion and incentive programs or if the retail customer usage rate varies from historical trends. Historically, sales promotion and incentive expenses have been within our expectations and differences have not been material.

Repurchase Commitments
It is customary practice for companies in the recreation vehicle industry to enter into repurchase agreements with financing institutions that provide financing to their dealers. Our repurchase agreements generally provide that, in the event of a default by a dealer in its obligation to these lenders, we will repurchase vehicles sold to the dealer that have not been resold to retail customers. The terms of these agreements, which can last up to 18 months, provide that our liability will be the lesser of remaining principal owed by the dealer or dealer invoice less periodic reductions based on the time since the date of the original invoice. Our liability cannot exceed 100 percent of the dealer invoice. In certain instances, we also repurchase inventory from our dealers due to state law or regulatory requirements that govern voluntary or involuntary relationship terminations. Our risk of loss is reduced by the potential resale value of any products that are subject to repurchase and is spread over numerous dealers and lenders. The aggregate contingent liability related to our repurchase agreements represents all financed dealer inventory at the period reporting date subject to a repurchase agreement, net of the greater of periodic reductions per the agreement or dealer principa l payments.

Based on these repurchase agreements, we establish an associated loss reserve. This loss reserve is disclosed separately in the balance sheets. Repurchased sales are not recorded as a revenue transaction, but the net difference between the original repurchase price and the resale price is recorded against the loss reserve, which is a deduction from gross revenue. There are two significant assumptions associated with establishing our loss reserve for repurchase commitments: (1) the percentage of dealer inventory that we will be required to repurchase as a result of defaults by the dealer, and (2) the loss that will be incurred, if any, when repurchased inventory is resold. Prior to Fiscal 2009, losses under these agreements were not material. However, the substantial decrease in retail demand for recreation vehicles in the past two years and tightened credit standards by lenders have

resulted in a significant increase in defaults by our dealers. To the extent that dealers are reducing their inventories, our overall exposure under repur chase agreements is likewise reduced. The percentage of dealer inventory we estimate we will repurchase is based on historical information, current trends and an analysis of dealer inventory aging for all dealers with inventory subject to this obligation. The estimated loss per repurchased unit was based primarily on recent history because until Fiscal 2009, we were generally able to sell repurchased units for minimal losses. During the first three quarters of Fiscal 2009, we incurred significant losses associated with repurchases due to the challenging motor home industry conditions. As a result, we revised our underlying loss reserve estimate assumptions and increased our repurchase loss reserve during Fiscal 2009 based on rapidly changing circumstances. Further discussion of our repurchase commitments is included in Note 10.

Warranty
We provide with the purchase of any new motor home, a comprehensive 12-month/15,000-mile warranty on Class A, Class B and Class C motor homes and a 3-year/36,000-mile warranty on Class A and Class C sidewalls and floors. Estimated costs related to product warranty are accrued at the time of sale and are based upon past warranty claims and unit sales history and adjusted as required to reflect actual costs incurred, as information becomes available. A significant increase in dealership labor rates, the cost of parts or the frequency of claims could have a material adverse impact on our operating results for the period or periods in which such claims or additional costs materialize. We also incur costs as a result of additional service actions not covered by our warranties, including product recalls and customer satisfaction actions. Estimated costs are accrued at the time the service action is implemented and are based upon past claim rate experiences and the estimated cost of the repairs.

Stock-Based Compensation
Prior to Fiscal 2007, we granted stock options to our key employees and nonemployee directors as part of their compensation. In Fiscal 2007 and 2008, we granted restricted stock awards to key employees and nonemployee directors instead of stock options. No stock options or restricted stock awards were granted in Fiscal 2009 or during the first three quarters of Fiscal 2010.

The amount of stock-based compensation expense incurred and to be incurred in future periods is dependent upon a number of factors, such as the number of options and shares granted, the timing of stock option exercises, the age of the recipient and actual forfeiture rates.

The value of the restricted stock is based on the closing price of our common stock on the date of grant. The fair value of each award is amorti zed on a straight-line basis over the requisite service period or to an employee's eligible retirement date, if earlier. This amortization method is used because our awards typically vest over three years, beginning one year after date of grant or upon retirement if earlier; thus, options and

restricted stock awards are expensed immediately upon grant for retirement-eligible employees. This feature accelerates expense in the period of grant (typically our first fiscal quarter) and creates an uneven pattern of stock-based compensation that results in relatively higher expense in our first fiscal quarter and relatively lower expense in our second through fourth quarters. The impact of this feature is significant since a majority of our awards are made to retirement-eligible employees.

Unrecognized Tax Benefits
We only recognize tax benefits for filing positions that are considered more likely than not of being sustained under audit by the relevant taxing authority, without regard to the likelihood of such an audit occurring. We record a liability for uncertain tax positions when it is more likely than not that our filed tax positions will not be sustained. We record deferred tax assets related to reserves for filing positions in a particular jurisdiction that would result in tax deductions in another tax jurisdiction if we were unable to sustain our filing position in an audit. Our income tax returns are periodically audited by various taxing authorities. These audits include questions regarding our tax filing positions, including the timing and the amount of deduct ions and the allocation of income among various tax jurisdictions. At any one time, multiple years are subject to audit by the various taxing authorities. We continually assess our tax positions for all periods that are open to examination or have not been effectively settled based on the most current available information. We adjust our liability for unrecognized tax benefits and income tax provision in the period in which an uncertain tax position is effectively settled, the statute of limitations expires for the relevant taxing authority to examine the tax position or when more information becomes available.

Our liability for unrecognized tax benefits contains uncertainties because we are required to make assumptions and apply judgment to estimate the exposur e associated with our various filing positions. Our effective tax rate is also affected by changes in tax laws, the level of our earnings or losses and the results of tax audits.

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Although we believe that the judgments and estimates discussed herein are reasonable, actual results could differ, and we may be exposed to losses or realize gains that could be material. To the extent that we prevail in matters for which a liability has been established or are required to pay amounts in excess of our established liability, our effective income tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement generally would require use of our cash and may result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement may be recognized as a reduction in our effective tax rate in the period of resolution.

Income Taxes
We account for income taxes in accordance with ASC 740. As part of the process of preparing our financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. Significant judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our deferred tax assets. Valuation allowances arise due to the uncertainty of realizing deferred tax assets. ASC 740 requires that companies assess whether valuation allowances should be established against their deferred tax assets based on the consideration of all available evidence, using a “more lik ely than not” standard. In making such assessments, significant weight is to be given to evidence that can be objectively verified. A company's current or previous losses are given more weight than its future outlook. Under that standard, our three-year historical cumulative loss was a significant negative factor. We have evaluated the sustainability of our deferred tax assets on our balance sheet which includes the assessment of cumulative income or losses over recent prior periods. Based on ASC 740 guidelines, we determined a full valuation allowance to be appropriate. We will continue to assess the likelihood that our deferred tax assets will be realizable at each reporting period and our valuation allowance will be adjusted accordingly, which could materially impact our financial position and results of operations.

Postretirement Benefits Obligations and Costs
We provide certain health care and other benefits for retired employees hired before April 1, 2001, who have fulfilled eligibility requirements at age 55 with 15 years of continuous service. Postretirement benefit liabilities are determined by actuaries using assumptions about the discount rate and health care cost-trend rates. Thus, a significant increase or decrease in interest rates could have a significant impact on our operating results.

Other
We have reserves for other loss exposures, such as litigation, product liability, workers' compensation, inventory and accounts receivable. Establishing loss reserves for these matters requires the use of estimates and judgment in regards to risk exposure and ultimate liability. We estimate losses under the programs using consistent and appropriate methods; however, changes in assumptions could materially affect our recorded liabilities for loss.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

We have market risk exposure to our ARS and the related Put Rights, which is described in further detail in Note 4.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures
We maintain "disclosure controls and procedures", as such term is defined under Securities Exchange Act of 1934, as amended ("Exchange Act") Rule 13a-15(e), that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and r eported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Management necessarily applied its judgment in assessing the costs and benefits of such controls and procedures, which, by their nature, can provide only reasonable assurance regarding management's disclosure control objectives.

We have carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, requir ed by Exchange Act Rule 13a-15(b), as of the end of the period covered by this Report (the "Evaluation Date"). Based on this evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of the Evaluation Date.

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Changes in Internal Control Over Financial Reporting
There were no changes in our internal control over financial reporting [as defined in Exchange Act Rule 13a-15(f)] that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings

We are involved in various legal proceedings which are ordinary routine litigation incidental to our business, some of which are covered in whole or in part by insurance. While it is impossible to estimate with certainty the ultimate legal and financial liability with respect to this litigation, we believe that while the final resolution of any such litigation may have an impact on our results for a particular reporting period, the ultimate disposition of such litigation will not have any material adverse effect on our financial position, results of operations or liquidity.

ITEM 1A. Risk Factors

Except as set forth below, t here have been no material changes in the risk factors disclosed under Part I, Item 1A of our Annual Report on Form 10-K for the year ended August 29, 2009.

Dependence on Suppliers
Most of our RV components are readily available from numerous sources. However, a few of our components are produced by a small group of quality suppliers. Decisions by our suppliers to decrease production, production delays, or work stoppages by the employees of such suppliers could have a material adverse effect on our ability to produce motor homes and ultimately, on our results of operations. In addition, the current general global economic downturn and the volatility in the credit and capital markets may have caused or may in the future cause a significant decline in sales and revenues and limited liquidity for our suppliers. If these conditions continue or worsen, many of our suppliers’ financial condition could be adversely impacted. As a result, their ability to continue supplying component products for the manufacture of our products could be significantly undermined, which, in turn, could negatively impact our ability to meet our customers’ demand for our products and our results of operations.

In the case of motor home chassis, Ford Motor Company, Freightliner Custom Chassis Corporation and Mercedes-Benz USA, LLC are our major suppliers. Our relationship with our chassis suppliers is similar to our other supplier relationships in that no special contractual commitments are engaged in by either party. Historically, chassis suppliers resort to an industry-wide allocation system during periods when supply is restricted. These allocations have been based on the volume of chassis previously purchased. Sales of motor homes rely on chassis and are affected accordingly. As economic conditions improve and dealers begin to replenish their inventory, there may be a shortage of chassis for a period of time, which would adversely affect our production capacity and results of operations.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

On December 19, 2007, the Board of Directors authorized the repurchase of outstanding shares of our common stock, depending on market conditions, for an aggregate consideration of up to $60 million. There is no time restriction on this authorization. During the third quarter of Fiscal 2010, there were no shares of our common stock repurchased pursuant to this authorization or otherwise. As of May 29, 2010, there was approximately $59.3 million remaining under this authorization to be used for future repurchases of our common stock.

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ITEM 6. Exhibits

10.dd	Executive Change of Control Agreement dated May 3, 2010 between Winnebago Industries, Inc. and Daryl W. Krieger.*
31.1	Certification by the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 dated July 2, 2010.
31.2	Certification by the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 dated July 2, 2010.
32.1	Certification by the Chief Executive Officer pursuant to Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 dated July 2, 2010.
32.2	Certification by the Chief Financial Officer pursuant to Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 dated July 2, 2010.

* Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

WINNEBAGO INDUSTRIES, INC.
(Registrant)

Date July 2, 2010

/s/ Robert J. Olson
Robert J. Olson
Chairman of the Board, Chief Executive Officer and President
(Principal Executive Officer)

Date July 2, 2010

/s/ Sarah N. Nielsen
Sarah N. Nielsen
Chief Financial Officer (Principal Financial Officer)

Exhibit 10.dd

EXECUTIVE CHANGE OF CONTROL AGREEMENT

This EXECUTIVE CHANGE OF CONTROL AGREEMENT is made as of May 3, 2010, by and between WINNEBAGO INDUSTRIES, INC., an Iowa corporation (the "Company"), and Daryl W. Krieger (the "Executive").

R E C I T A L S:

WHEREAS, the Executive is a senior executive and officer of the Company and has made and is expected to continue to make major contributions to the profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change of Control (as hereafter defined) exists;

WHEREAS, it is in the best interests of the Company, considering the past and future services of the Executive, to improve the security and climate for objective decision making by providing for the personal security of the Executive upon a Change of Control.

NOW, THEREFORE, in consideration of the foregoing premises and the past and future services rendered and to be rendered by the Executive to the Company and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

A G R E E M E N T:

1. Continued Service by Executive. In the event a person or entity, in order to effect a Change of Control, commences a tender or exchange offer, circulates a proxy to shareholders or takes other steps, the Executive agrees that the Executive will not voluntarily leave the employ of the Company, and will render faithful services to the Company consistent with Executive's position and responsibilities, until the person or entity has abandoned or terminated its eff orts to effect such Change of Control or until such Change of Control has occurred.

2. Change of Control. For purposes of this Agreement, the term "Change of Control" means the time when (i) any Person becomes an Acquiring Person, or (ii) individuals who shall qualify as Continuing Directors of the Company shall have ceased for any reason to constitute at least a majority of the Board of Directors of the Company; provided however, that in the case of either clause (i) or (ii) a Change of Control shall not be deemed to have occurred if the event shall have bee n approved prior to the occurrence thereof by a majority of the Continuing Directors who shall then be members of such Board of Directors, and in the case of clause (i) a Change of Control shall not be deemed to have occurred upon the acquisition of stock of the Company by a pension, profit-sharing, stock bonus, employee stock ownership plan or other retirement plan intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, established by the Company or any subsidiary of the Company. (In addition, stock held by such a plan shall not be treated as outstanding in determining ownership percentages for purposes of this definition.)

For the purpose of the foregoing definit ion of "Change of Control", the capitalized terms shall have the following meanings:

(a) "Continuing Director" means (i) any member of the Board of Directors of the Company, while such person as a member of the Board, who is not an Affiliate or Associate of any Acquiring Person or of any such Acquiring Person's Affiliate or Associate and was a member of the Board prior to the time when such Acquiring Person shall have become an Acquiring Person, and (ii) any successor of a Continuing Director, while such successor is a member of the Board, who is not an Acquiring Person or any Affiliate or Associate of any Acquiring Person or a representative or nominee of an Acquiring Person or of any affiliate or associate of such Acquiring Person and is recommended or elected to succeed the Continuing Director by a majority of the Continuing Directors.

(b) "Acquiring Person" means any Person or any individual or group of Affiliates or Associates of such Person who acquires beneficial ownership, directly or indirectly , of 20% or more of the outstanding stock of the Company if such acquisition occurs in whole or in part following date of that person's agreement.

(c) "Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

(d) "Associate" means (1) any corporate, partnership, limited liability company, entity or organization (other than the Company or a majority-owned subsidiary of the Company) of which such a Person is an officer, director, member, or partner or is, directly or indirectly the beneficial owner of ten percent (10%) or more of the class of equity securities, (2) any trust or fund in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, (3) any relative or spouse of such person, or any relative of such spouse, or (4) any investment company for which such person or any Affiliate of such person serves as investment adv isor.

(e) "Person" means an individual, corporation, limited liability company, partnership, association, joint stock company, trust, unincorporated organization or government or political subdivision thereof.

3. Termination Following a Change of Control. If a change of Control shall have occurred while the Executive is still an employee of the Company, and if the Executive's employment with the Company is terminated, within three years following such Change of Control, then the Executive shall be entitled to the compensation and benefits provided in Section 4, unless such termination is a result of: (a) the Executive's death; (b) the Executive's Disability (as defined in Section 3(a) below); (c) the Executive's Retirement (as defined in Section 3(b) below); (d) the Executive's termination by the Company for Cause (as defined in Section 3(c) below); or (e) the Executive's decision to terminate employment other than for Good Reason (as defined in Section 3(d) below).

(a) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from his duties with the Company on a full-time basis for six months and within 30 days after written notice of termination is thereafter given by the Company the Executive shall not have returned to the full-time performance of the Executive's duties, the Company may terminate the Executive for "Disability."

(b) Retirement. The term "Retirement" as used in this Agreement shall mean termination by the Company or the Executive of the Executive's employment based on the Executive having attained the age of 65 or such other age as shall have been fixed in any arrangement established with the Executive's consent with respect to the Executive.

(c) Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement only, the Company shall have "Cause" to terminate the Executive's employment hereunder only on the basis of (i) fraud, misappropriation or embezzlement on the part of the Executive; or (ii) intentional misconduct or gross negligence on the part of the Executive which has resulted in material harm to the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the company's Board of Directors at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the second sentence of this Section 3(c) and specifying the particulars thereof in detail. Nothing herein shall limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) Good Reason. The Executive may terminate the Executive's employment for Good Reason at any time during the term of this Agreement. For purposes of this Agreement "Good Reason" shall mean any of the following (without the Executive's express written consent):

(i) the assignment to the Executive by the Company of duties inconsistent with the Executive's position, du ties, responsibilities and status with the Company immediately prior to a Change in Control of the Company, or a change in the Executive's titles or offices as in effect immediately prior to a Change in Control of the Company, or any removal of the Executive from or any failure to re-elect the Executive to any of such positions, except in connection with the termination of his employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for good Reason;

(ii) a reduction by the Company in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during th e term of this Agreement or the Company's failure to increase (within 12 months of the Executive's last increase in base salary) the Executive's base salary after a Change in Control of the Company in an amount which at least equals, on a percentage basis, the average percentage increase in base salary for all officers of the company effected in the preceding 12 months.

(iii) any failure by the Company to continue in effect any benefit plan or arrangement (including, without limitation, the Company's 401(K) plan, nonqualified deferred compensation plan, profit sharing plan, group life insurance plan, and medical, dental, accident and disability plans) in which t he Executive is participating at the time of a Change of Control (or any other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company;

(iv) any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, the Company's Officers Incentive C ompensation Plan, Officers Long-Term Incentive Plan, bonus and contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change of Control (or any other plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or materially reduce the Executive's benefits under any such Incentive Plan by reducing such benefits, when expressed as a percentage of his base salary, by more than 10 percentage points in any fiscal year as compared to the immediately preceding fiscal year;

(v) any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company in which the Executive is participating at the time of a Change of Control (or plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan;

(vi) a relocation of the Company's principal executive offices to a location outside of Forest City, Iowa, or the Executive's relocation to any place other than the location at which the Executive performed the Executive's duties prior to a Change in Control of the Company, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations at the time of a Change in Control of the Company;

(vii) any failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled at the time of a Change in Control of the Company;

(viii) any material breach by the Company of any provision of this Agreement;

(ix) any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company; or

(x) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(e) below.

(e) Notice of Termination. Any termination by the Company pursuant to Section 3(a), (b) or (c) shall be communicated by a Notice of Termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate those specific termination provisions in this Agreement relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated. For purposes of this Agreement, no such purported termination by the Company shall be effective without such Notice of Termination.

(f) Date of Termination. "Date of Termination" shall mean (a) if this Agreement is terminated by the Company for Disability, 30 days after Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b) if the Executive's emp loyment is terminated by the Company for any other reason, the date on which a Notice of Termination is given; provided that if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notified the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined, whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

4. Severance Compensation upon Te rmination of Employment. If the Company shall terminate the Executive's employment other than pursuant to Section 5(a), (b) or (c) or if the Executive shall terminate his employment for Good Reason, then the Company shall pay to the Executive as severance pay in a lump sum, in cash, on the fifth day following the Date of Termination, an amount equal to three (3) times the average of the aggregate annual compensation paid to the Executive during the three (3) fiscal years of the Company immediately preceding the Change of Control by the Company subject to United States income taxes (or, such fewer number of fiscal years if the Executive has not been employed by the Company during each of the preceding three (3) fiscal years).

5. Excise Tax-Additional Payment.

(a) Notwithstanding anything in this Agreement or any written or unwritten policy of the Company to the contrary, (i) if it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other agreement between the Company and the Executive or otherwise (a "Payment"), would be subject to the excise tax imposed by section 4999 of the Interna l Revenue Code of 1986, as amended, (the "Code") or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), or (ii) if the Executive shall otherwise become obligated to pay the Excise Tax in respect of a Payment, then the Company shall pay to the Executive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon such Payment.

(b) All determinations and computations required to be made under this Section 5, including whether a Gross-Up Payment is required under clause (ii) of paragraph 5(a) above, and the amount of any Gross-Up Payment, shall be made by the Company's regularly engaged independent certified public accountants (the "Accounting Firm"). The Company shall cause the Accounting Firm to provide detailed supporting calculations both to the Company and the Executive within 15 business days after such determination or computation is requested by the Executive. Any initial Gross-Up Payment determined pursuant to this Section 5 shall be paid by the Company to the Executive within 5 days of the receipt of the Accounting Firm's determination. A determination that no Excise Tax is payable by the Executive shall not be valid or binding unless accompanied by a written opinion of the Accounting Firm to the Executive that the Executive has substantial authority not to report any Excise Tax on his federal income tax return. Any determination by the Accounting Firm shall be binding upon the Company and the Executive, except to the extent the Executive becomes obligated to pay an Excise Tax in respect of a Payment. In the event that the Company or the subsidiary exhausts or waives its remedies pursuant to paragraph 5(c) and the Executive thereafter shall become obligated to make a payment of any Excise Tax, and if the amount thereof shall exceed the amount, if any, of any Excise Tax computed by the Accounting Firm pursuant to this paragraph 5(b) in respect to which an initial Gross-Up Payment was made to the Executive, the Accounting Firm shall within 15 days after Notice thereof determine the amount of such excess Excise Tax and the amount of the additional Gross-Up Payment to the Executive. All expenses and fees of the Accounting Firm incurred by reason of this Section 5 shall be paid by the Company.

(c) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten business days after the Executive knows of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty-day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including , without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) perm it the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this paragraph 5(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing aut hority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company or the subsidiary shall determine; provided, however, that if the Company or the subsidiary directs the Executive to pay such claim and sue for a refund, the Company or the subsidiary shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties with respect thereto, imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided, that any extension of the statue of limitations relating to payment of taxes for the tax able year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, control of the contest by the Company shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company or the subsidiary pursuant to paragraph 5(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to compliance w ith the requirements of Section 5 by the Company or the subsidiary) promptly pay to the Company or the subsidiary the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company or the subsidiary pursuant to paragraph 5(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall off-set, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Both the Company and the Executive acknowledge that no legal right to receive a Gross-Up Payment pursuant to this Section 5 shall exist unless and until such time as an Excise tax has been assessed. The payment of severance benefits pursuant to Section 4 of this Agreement (or the payment of any other benefits under this Agreement) does not create a legal right on behalf of the Executive to receive a Gross-Up Payment.

6. No Obligation To Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreements or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreemen t, "Company" shall mean the Company as hereinbefore defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 7 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributes, devisees and legatees. If the Executive should die while any amounts are still payable to him hereunder, all such amounts, unless otherwise provided herein,

shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

8. No Guaranty of Employment. Nothing in this Agreement shall be deemed to entitle the Executive to continued employment with the Company prior to a Change of Control, and the r ights of the Company to terminate the employment of the Executive, prior to a Change of Control, shall continue as fully as if this Agreement were not in effect.

9. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt registered, postage prepaid, as follows:

If to the Company:

Winnebago Industries, Inc.
Attn: General Counsel
605 W. Crystal Lake Road
P.O. Box 152
Forest City, Iowa 50436

If to the Executive:

Daryl W. Krieger
3360 Sage Avenue
Forest City, IA 50436

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices o f change of address shall be effective only upon receipt.

10. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequ ent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

11. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

13. Legal Fees and Expenses. The Company shall pay all legal fees and expenses which the Executive may incur as a result of the Company's contesting the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement.

14. Confidentiality. The Executive shall retain in confidence any and all confidential information known to the Executive concerning the Company and its business so long as such information is not otherwise publicly disclosed.

15. Section 409A. This Agreement is intended to satisfy the short-term deferral exception to Internal Revenue code Section 409A and the regulations thereunder. This Agreement shall be administered accordingly; and if necessary, amended to ensure satisfaction of the short-term deferral exception.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set out above.

COMPANY:

WINNEBAGO INDUSTRIES, INC.

By: /s/ Robert J. Olson
Robert J. Olson
Chairman of the Board, Chief Executive Officer
And President

EXECUTIVE:

/s/ Daryl W. Krieger
Daryl W. Krieger
Vice President, Manufacturing

Exhibit 31.1

CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO SECTION 302

OF THE SARBANES-OXLEY ACT OF 2002

I, Robert J. Olson, Chief Executive Officer of Winnebago Industries, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Winnebago Industries, Inc. (the "Registrant");
2. Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;
3. Based on my kno wledge, the financial statements and other financial information included in this Quarterly Report fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Quarterly Report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the Registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the Registrant is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Qua rterly Report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this Quarterly Report based on such evaluation;
   d) disclosed in this Quarterly Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's third fiscal quarter in this case) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting;
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of Registrant's Board of Directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses i n the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involved management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: July 2, 2010

By: /s/ Robert J. Olson
Robert J. Olson
Chief Executive Officer

Exhibit 31.2

CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO SECTION 302

OF THE SARBANES-OXLEY ACT OF 2002

I, Sarah N. Nielsen, Chief Financial Officer of Winnebago Industries, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Winnebago Industries, Inc. (the "Registrant");
2. Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;
3. Based on my knowledge, the financial statements and other financial information included in this Quarterly Report fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Quarterly Report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the Registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the Registrant is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the Registrant's disclosure cont rols and procedures and presented in this Quarterly Report our conclusions about the effectiveness of the disclosure controls and procedures, as of end of the period covered by this Quarterly Report based on such evaluation;
   d) disclosed in this Quarterly Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's third fiscal quarter in this case) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporti ng;
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of Registrant's Board of Directors (or persons performing the equivalent functions):
   a) all signi ficant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

      < /td>
   b) any fraud, whether or not material, that involved management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: July 2, 2010

By: /s/ Sarah N. Nielsen
Sarah N. Nielsen
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with this Quarterly Report on Form 10-Q of Winnebago Industries, Inc. for the period ended May 29, 2010, I, Robert J. Olson, Chairman of the Board, Chief Executive Officer and President of Winnebago Industries, Inc., certify that pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(a) This Quarterly Report on Form 10-Q (“periodic report”) of Winnebago Industries, Inc. (the “issuer”), for the quarter ended May 29, 2010 as filed with the Securities and Exchange Commission on the date of this certificate, which this statement accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(b) the information contained in this periodic report fairly represents, in all material respects, the financial condition and results of operations of the issuer.

Date: July 2, 2010

By: /s/ Robert J. Olson
Robert J. Olson
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with this Quarterly Report on Form 10-Q of Winnebago Industries, Inc. for the period ended May 29, 2010, I, Sarah N. Nielsen, Chief Financial Officer of Winnebago Industries, Inc., certify that pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarban es-Oxley Act of 2002, that:

(a) This Quarterly Report on Form 10-Q ("periodic report") of Winnebago Industries, Inc. (the "issuer"), for the quarter ended May 29, 2010 as filed with the Securities and Exchange Commission on the date of this certificate, which this statement accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(b) the information contained in this periodic report fairly represents, in all material respects, the financial condition and results of operations of the issuer.

Date: July 2, 2010

By: /s/ Sarah N. Nielsen
Sarah N. Nielsen
Chief Financial Officer