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To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20503  
Checked original documents or copy thereof.

1. Name of conveying party(ies):  
  
Lazy Days' R.V. Center, Inc.  
  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: July 15, 1999

4. Application number(s) or patent number(s):  
  
A. Trademark Application No.(s)  
See Schedule A  
  
B. Trademark Registration No.(s)  
See Schedule A  
  
Additional numbers attached?  Yes  No

2. Name and address of receiving party(ies)  
  
Name: ING (U.S.) Capital LLC, as Collateral Agent  
Internal Address: \_\_\_\_\_  
Street Address: 200 Galleria Parkway, Suite 950  
City: Atlanta State: GA ZIP: 30339  
  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
**FEDERAL RESEARCH CENTER**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**  
Street Address: \_\_\_\_\_  
  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
LED

6. Total number of applications and registrations involved: 2  
  
7. Total fee (37 CFR 3.41).....\$ 65.00  
  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit account number: \_\_\_\_\_  
  
(Attach duplicate copy of this page if paying by deposit account)

07/26/1999 MTHA11 00000093 2195212 DO NOT USE THIS SPACE

01 EC:481 40.00 OP  
02 Fee 25.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory T. Peaker Name of Person Signing  
[Signature] Signature  
7/12/99 Date

Total number of pages including cover sheet, attachments, and document: 7

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<u>MARKS</u>	<u>REG. NO.</u>	<u>GRANTED</u>
Lazy Days RV Resort	2,195,212	10/13/98

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>
Lazy Days RV Supercenter	75/308980	6/16/97

## TRADEMARK COLLATERAL AGREEMENT

This 15th day of July, 1999, LAZY DAYS' R.V. CENTER, INC., a Florida corporation ("*Assignor*"), with its principal place of business and mailing address at 6130 Lazy Days Boulevard, Seffner, Florida 33584-2968, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to ING (U.S.) CAPITAL LLC, not individually but solely as Collateral Agent (herein, together with its successors in trust under the Collateral Agency Agreement dated as of July 15, 1999 (the "*Collateral Agency Agreement*"), being herein called "*Assignee*") under such Collateral Agency Agreement, with its mailing address at 200 Galleria Parkway, Suite 950, Atlanta, Georgia 30339, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

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

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement dated as of July 15, 1999, by and between Assignor and Assignee (the "*Security Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

LAZY DAYS' R.V. CENTER, INC.

By

Its:  President

Donald W. Wallace  
(Type or Print Name)

ING (U.S.) CAPITAL LLC, not individually but  
solely as Collateral Agent under the  
Collateral Agency Agreement

By   
Its JAMES W. LATIMER, MANAGING DIRECTOR

\_\_\_\_\_  
(Type or Print Name)

STATE OF GEORGIA )  
 ) SS  
COUNTY OF DOUGLAS )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES W. LATIMER, MANAGING DIRECTOR of ING (U.S.) CAPITAL LLC, a DELAWARE limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15<sup>TH</sup> day of July, 1999.

(NOTARIAL SEAL)



\_\_\_\_\_  
Notary Public

C. L. ORR

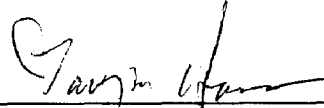
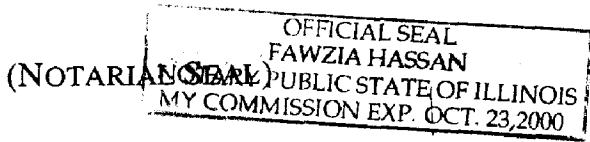
\_\_\_\_\_  
(Type or Print Name)

My Commission Expires:  
Notary Public, Douglas County, Georgia  
My Commission Expires May 6, 2002

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald W. Wallace, the President of LAZY DAYS' R.V. CENTER, INC., a Florida corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15<sup>th</sup> day of July, 1999.



Notary Public

My Commission Expires: Oct. 23, 2000

Fawzia Hassan

(Type or Print Name)

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

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