

Form **PTO-1594**
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): CIT Lending Services Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other – Release of Security Interest in Trademarks</p> <p>Execution Date: May 14, 2004</p>	<p>2. Name and address of receiving party(ies) Name: Lazy Days' R.V. Center, Inc.</p> <p>Internal Address: 6130 Lazy Days Boulevard Street Address: City: Seffner State: FL Zip: 33584</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Florida <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s) 2195212; 2275234</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: N.Y. Zip: 10022</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41)..... \$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 600675 – Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

9. Statement and signature.
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.

Santo Manna, Esq.
May 18, 2004

Name of Person Signing
Signature
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "**Release**") is made as of May 14, 2004 ("**Effective Date**") by **LAZY DAYS' R.V. CENTER, INC.**, a Florida Corporation, ("**Grantor**") and **CIT Lending Services Corporation** (not individually but solely as trustee under the Collateral Agency Agreement, having been appointed as successor trustee to ING (U.S.) Capital LLC as of December 28, 2000 by Instrument of Appointment, a copy of which is attached hereto as Exhibit B "**Grantee**").

WHEREAS, pursuant to the terms and conditions of the Trademark Collateral Agreement by the Grantor and ING (U.S.) Capital LLC (not individually but solely as trustee under the Collateral Agency Agreement) dated July 15, 1999 (the "**Trademark Security Agreement**"), Grantor mortgaged, pledged and granted to Grantee a continuing security interest in: (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 Grantor 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 application, in each case together with the right to sue for and collect said damages (collectively, the "**Trademarks**");

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by the Grantor and Grantee dated even with the Trademark Security Agreement (the "**Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 23, 1999, at Reel 001936, Frames 0217 through 0225;

WHEREAS, the Grantor has paid all obligations of the Grantor secured by the Trademarks pursuant to the Trademark Security Agreement and the Security Agreement on the terms provided in the payment letter between the Grantor and the Grantee dated as of May 14, 2004;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the

SCHEDULE A**FEDERAL TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
LAZY DAYS RV RESORT	2195212	10/13/98
LAZY DAYS RV SUPERCENTER	2275234	9/7/99