

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lazy Days' R.V. Center, Inc.		12/22/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	LDRV Holdings Corp.
Street Address:	6130 Lazy Days Boulevard
City:	Seffner
State/Country:	FLORIDA
Postal Code:	33584
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3198677	CLUB LAZYDAYS
Registration Number:	3198673	CLUB LAZYDAYS
Registration Number:	2727766	CROWNCLUB
Registration Number:	3162437	LAZYDAYS
Registration Number:	2275234	LAZY DAYS RV SUPERCENTER
Registration Number:	2669969	RALLYPARK
Registration Number:	2410507	TIRE RE*NU
Registration Number:	2426725	TIRE RE-NU

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley Smith, Sr. Legal Assistant
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue

CH \$215.00 3198677

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: LAZY DAYS (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 12/22/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of December 22, 2009 by Lazy Days' R.V. Center, Inc., a Florida corporation ("*Assignor*") in favor of LDRV Holdings Corp., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignor and Assignee are parties to the Contribution and Assumption Agreement dated December 22, 2009 (the "*Contribution Agreement*") pursuant to which Assignor has contributed, and Assignee has received, substantially all the assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to contribute and assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals along with all rights of priority created by said Marks under any treaty relating thereto and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or any multinational registration or similar body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

3. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Assignment is entered into pursuant to the Contribution and Assumption Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

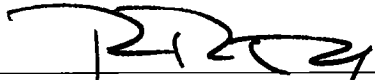
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[SIGNATURE PAGE FOLLOWS]

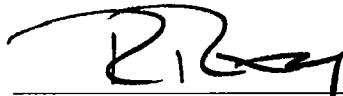
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

Lazy Days' R.V. Center, Inc.

By: 
Name: Randy Lay
Title: Vice President

Acknowledgement:

LDRV Holdings Corp.

By: 
Name: Randy Lay
Title: Vice President

Schedule A
to Trademark Assignment

Mark	Country	Status	Reg. No./ Reg. Date
CLUB LAZYDAYS (Stylized)	US	Registered	3198677 1/16/2007
CLUB LAZYDAYS	US	Registered	3198673 1/16/2007
CROWNCLUB	US	Registered	2727766 6/17/2003
LAZYDAYS	US	Registered	3162437 10/24/2006
LAZY DAYS RV SUPERCENTER	US	Registered	2275234 9/7/1999
RALLYPARK	US	Registered	2669969 12/31/2002
TIRE RE*NU (Stylized)	US	Registered	2410507 12/5/2000
TIRE RE-NU	US	Registered	2426725 2/6/2001