

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	1355 Windward Concourse
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

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

**CORRESPONDENCE DATA**

Fax Number: (813)229-5946  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (813) 229-3333  
 Email: sdanco@glennrasmussen.com  
 Correspondent Name: Sharon D. Danco, Glenn Rasmussen  
 Address Line 1: 100 S. Ashley Dr., Ste 1300

OP \$215.00 2275234

**900150615**

**TRADEMARK  
 REEL: 004119 FRAME: 0647**

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER: 14-02908

NAME OF SUBMITTER: Sharon D. Danco

Signature: /s/Sharon D. Danco

Date: 12/23/2009

**Total Attachments: 13**

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**TRADEMARK SECURITY AGREEMENT  
(Lazy Days)**

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of December 22, 2009, is made by LAZY DAYS' R.V. CENTER, INC. ("*Lazy Days*"), in favor of BANK OF AMERICA, N.A., as Agent ("*Secured Party*").

RECITALS

A. Lazy Days, LDRV Holdings Corp. (the "*Company*"), Secured Party, and Bank of America, N.A., and KeyBank National Association, as lenders (together with any future or additional Lenders under the Credit Agreement, the "*Lenders*"), have entered into the Credit Agreement, of even date herewith (as amended, restated, supplemented, modified, renewed, or extended from time to time, the "*Credit Agreement*"), pursuant to which (i) the Lenders and Secured Party have agreed to make certain financial accommodations to the Company, and (ii) Lazy Days has granted to Secured Party security interests in (among other things) all or substantially all of the general intangibles of Lazy Days.

B. Pursuant to the Credit Agreement and the other Financing Documents and as one of the conditions precedent to the obligations of the Lenders and Secured Party under the Credit Agreement, Lazy Days has agreed to execute and deliver this Agreement to Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lazy Days hereby agrees in favor of Secured Party (for the benefit of the Lenders) as follows:

SECTION 1. DEFINITIONS; INTERPRETATION.

(a) *Certain Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

"*Company*" means LDRV Holdings Corp., a Florida corporation that was converted to a Delaware limited liability company and then a Delaware corporation on or about the Effective Date pursuant to the Reorganization Plan, the Florida Business Corporation Act, the Delaware Limited Liability Company Act, and the Delaware General Corporation Law, a wholly owned subsidiary of Lazy Days, and includes its predecessors, successors, and assigns (by operation of law or otherwise).

"*Event of Default*" means any Event of Default under the Credit Agreement or any other Financing Document.

“*Lazy Days*” means Lazy Days' R.V. Center, Inc., a Florida corporation that was converted to a Delaware limited liability company and then a Delaware corporation on or about the Effective Date pursuant to the Reorganization Plan, the Florida Business Corporation Act, the Delaware Limited Liability Company Act, and the Delaware General Corporation Law, and a party to this Agreement, and includes its predecessors, successors, and assigns (by operation of law or otherwise).

“*Proceeds*” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange, or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash, and other proceeds, payable to or for the account of Lazy Days, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to or for the account of Lazy Days from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Lazy Days from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“*PTO*” means the United States Patent and Trademark Office and any successor thereto.

“*Secured Obligations*” means all the “Obligations,” as defined in the Credit Agreement.

“*Secured Party*” has the meaning ascribed to such term in the introductory paragraph of this Agreement.

“*Trademark Collateral*” has the meaning set forth in Section 2.

“*Trademarks*” has the meaning set forth in Section 2.

“*UCC*” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“*United States*” and “*U.S.*” each mean the United States of America.

(b) *Terms Defined in UCC.* Where applicable and except as otherwise defined herein, all uncapitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) *Interpretation.* In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder," and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph, or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes," and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Lazy Days and supplemental rights and remedies in favor of Secured Party (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Credit Agreement.

## SECTION 2. SECURITY INTEREST.

(a) *Grant of Security in respect of the Secured Obligations.* To secure the prompt payment and performance of the Secured Obligations and all of Lazy Days' obligations under the Related Party Guaranty, Lazy Days hereby grants and conveys to Secured Party a continuing, first priority security interest in all of Lazy Days' right, title, and interest in, to and under the

following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "*Trademark Collateral*"):

(i) all common law, state, and federal trademarks, service marks, and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Lazy Days, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark before the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified, or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew, and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Lazy Days or in the name of Secured Party for past, present, or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "*Trademarks*");

(ii) all claims, causes of action and rights to sue for past, present, or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible, intellectual or other similar property of Lazy Days of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of Lazy Days' business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing, provided, that the term "*Trademark Collateral*" shall not include (i) any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office, or (ii) any of Lazy Days' rights or interests in any license, contract, or agreement to which Lazy Days is a party or any of its rights or interests thereunder to the extent that such a grant would, under the express terms of such license, contract, or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract, or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code or principles of equity)); provided, further, that the Trademark Collateral shall include (y) any and all proceeds of the rights or interests described in clauses (i) and (ii) above to the extent that the assignment or encumbering

of such proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded rights or interests described in clause (ii) above being obtained, thereafter such rights or interests described in clause (ii) above as well as any proceeds thereof that theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest shall be included in Trademark Collateral.

(b) *Continuing Security Interest.* Lazy Days hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral that shall remain in effect until terminated in accordance with Section 17.

(c) *Incorporation into Credit Agreement.* This Agreement shall be fully incorporated into the Credit Agreement and Guarantor Security Agreement, and all understandings, agreements, and provisions contained in the Credit Agreement and Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Credit Agreement and Guarantor Security Agreement.

(d) *Permitted Licensing.* Anything in the Credit Agreement, the Guarantor Security Agreement, or this Agreement to the contrary notwithstanding, Lazy Days may grant non-exclusive or other limited licenses of the Trademark Collateral (subject to the security interest of Secured Party therein) in the ordinary course of business.

### SECTION 3. FURTHER ASSURANCES; APPOINTMENT OF SECURED PARTY AS ATTORNEY-IN-FACT.

Lazy Days at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all actions, that Secured Party may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve, and protect the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement. Lazy Days hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Lazy Days' true and lawful attorney-in-fact with full power and authority to the extent Lazy Days does not comply with its foregoing obligations or upon the occurrence and during the continuance of a Default or an Event of Default (i) to sign the name of Lazy Days on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in the Trademark Collateral held by Secured Party, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Lazy Days, that Secured Party may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in, the Trademark Collateral held by Secured Party or maintain, preserve, and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust, or institute any action, suit, or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license

agreement for any of the Trademark Collateral, including any rights of Lazy Days arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers, and instruments for Secured Party to use the Trademark Collateral, and to assign, convey, or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES.

Lazy Days makes the following representations and warranties to Secured Party, which shall be true, correct, and complete on and as of the Agreement Date, as of the Effective Date, and on and as of the date of the making of each Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct, and complete on and as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement.

(a) *No Other Trademarks.* A true and correct list of all registered Trademarks owned by Lazy Days, in whole or in part, as well as any applications for the registration of same, is set forth in Schedule A.

(b) *Validity.* Each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, as well as any applications for the registration of same, is set forth in Schedule A.

(c) *Ownership of Trademark Collateral; No Violation.* (i) Lazy Days has rights in and good and defensible title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, until the effective date of the asset transfer by Lazy Days to the Company that is contemplated by the Reorganization Plan, Lazy Days is and will be the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses (except for non-exclusive licenses granted by implication with the sale of Lazy Days' goods and products in the ordinary course of business), registered user agreements, and covenants by Lazy Days not to sue third persons, and (iii) with respect to any Trademarks for which Lazy Days is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Lazy Days is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Lazy Days or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Lazy Days or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Lazy Days' knowledge, the past and present use of the Trademark Collateral by Lazy Days has not and does not infringe upon or violate any right, privilege or license agreement of or with any other Person.



(d) *No Infringement.* To Lazy Days' knowledge, except as set forth on Schedule A, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) *Powers.* Lazy Days has the unqualified right, power, and authority to pledge and to grant to Secured Party a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver, and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) *No Violation.* The execution, delivery, and performance by Lazy Days of this Agreement do not violate any provision of law or the Governing Documents of Lazy Days or result in a breach of or constitute a default under any contract, obligation, indenture, or other instrument to which Lazy Days is a party or by which Lazy Days may be bound.

(g) *Authorization.* This Agreement has been duly authorized, executed, and delivered, and constitutes a legal, valid, and binding agreement of Lazy Days, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws.

#### SECTION 5. COVENANTS.

Lazy Days covenants that so long as this Agreement shall be in effect, Lazy Days shall:

(a) *Compliance with Law.* Comply with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures that may be necessary or desirable to preserve, protect, and maintain such Trademark Collateral and all of Lazy Days' rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(b) *Compliance with Agreement.* Comply with each of the terms and provisions of this Agreement, the Credit Agreement, and the other Financing Documents, and not enter into any agreement (for example, a license agreement) that is inconsistent with the obligations of Lazy Days under this Agreement without Secured Party's prior written consent; and

(c) *Lien Protection.* Not permit the inclusion in any contract to which Lazy Days becomes a party of any provision that could or might reasonably be expected to impair or prevent the creation of security interests in favor of Secured Party in Lazy Days' rights and interest in the Trademarks and the Trademark Collateral, and Lazy Days will promptly give Secured Party written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Lazy Days is a licensee.

#### SECTION 6. FUTURE RIGHTS.

For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the

Trademark Collateral, if and when Lazy Days shall obtain rights to any new Trademarks, or any reissue, renewal, or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and, in respect of any such new Trademark that consists of an application filed by Lazy Days, or an application or registration otherwise obtained or acquired by Lazy Days, or any such reissue, renewal, or extension of any Trademark, Lazy Days shall give to Secured Party notice thereof promptly and, in any event, within ten (10) days of the date of Lazy Days obtaining such rights or becoming entitled to the benefits of such Trademark or Trademark Collateral. Lazy Days shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority, and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Lazy Days refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Lazy Days hereby authorizes Secured Party to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on Lazy Days' behalf and as its attorney-in-fact to include any future Trademarks that are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended, or supplemented Schedules to be filed with the PTO.

#### SECTION 7. DUTIES OF SECURED PARTY.

Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges, or powers afforded to it, nor be responsible to Lazy Days or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have any duty or liability to exercise or preserve any rights, privileges, or powers pertaining to the Trademark Collateral.

#### SECTION 8. EVENTS OF DEFAULT.

The occurrence of any "Event of Default" under the Credit Agreement or any other Financing Document shall constitute an Event of Default hereunder.

#### SECTION 9. REMEDIES.

From and after the occurrence and during the continuance of an Event of Default, Secured Party shall have all rights and remedies available to it under the Credit Agreement, any other Financing Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Lazy Days hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after a default, pursuant to UCC Section 9-610. Lazy Days hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Financing Documents, for any Trademark Collateral that are reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Lazy Days in which Secured Party has a security interest, including Secured Party's rights to sell or license general intangibles, inventory, tooling, or packaging that is acquired by Lazy Days (or its successor, permitted assignee, or trustee in bankruptcy). In addition to and without limiting any of the foregoing,

upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Lazy Days or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Lazy Days shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral after the occurrence and during the continuance of an Event of Default, Lazy Days agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding, or otherwise, to prevent the infringement, misappropriation, or violations thereof by others and for that purpose agrees diligently to maintain any action, suit, or proceeding against any Person necessary to prevent such infringement, misappropriation, or violation.

#### SECTION 10. BINDING EFFECT.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of Lazy Days, Secured Party, and the Lenders and their respective successors and assigns.

#### SECTION 11. NOTICES.

All notices and other communications hereunder shall be in writing and shall be mailed, sent, or delivered in accordance with the Credit Agreement.

#### SECTION 12. GOVERNING LAW AND VENUE; JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the State of New York; provided, however, that any suit seeking enforcement against any pledged collateral may be brought, at Secured Party's option, in the courts of any jurisdiction where such pledged collateral may be found or where it is necessary to bring suit to obtain subject matter jurisdiction. Lazy Days and Secured Party waive, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 12. **Lazy Days and Secured Party waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated herein, including contract claims, tort claims, breach of duty claims, and all other common law or statutory claims.** Lazy Days and Secured Party represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial right following consultation with legal counsel. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court.

**SECTION 13. ENTIRE AGREEMENT; AMENDMENT.**

This Agreement and the Credit Agreement, Guarantor Security Agreement, and the Collateral Agency Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended, or waived except by the written agreement of the parties as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend, or supplement the Schedules hereto as provided in Section 6 hereof.

**SECTION 14. SEVERABILITY.**

If one or more provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality, or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 15. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**SECTION 16. CREDIT AGREEMENT.**

Lazy Days acknowledges that the rights and remedies of Secured Party held with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the Guarantor Security Agreement, and the Collateral Agency Agreement, and all such rights and remedies are cumulative.

**SECTION 17. TERMINATION.**

Upon the indefeasible payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Credit Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Lazy Days and at Lazy Days's sole cost and expense, as shall be reasonably necessary to evidence termination of the security interests granted by Lazy Days to Secured Party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COMPANY:

LAZY DAYS' R.V. CENTER, INC.

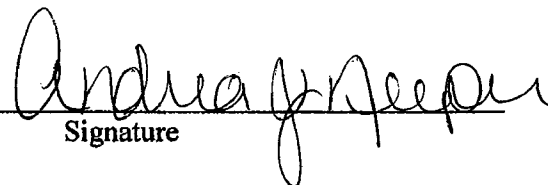
By:   
Randall Lay, Chief Financial Officer

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On December 22, 2009, before me, Andrea J. Neeper, Notary Public, personally appeared Randall Lay, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

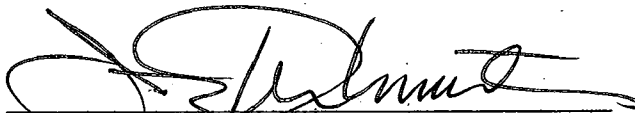
[SEAL]



**Andrea J. Neeper**  
Commission # DD556329  
Expires June 29, 2010  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

SECURED PARTY:

BANK OF AMERICA, N.A., As Agent

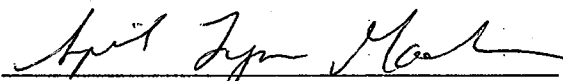
By:   
Joseph M. Martens, Senior Vice President

STATE OF FLORIDA

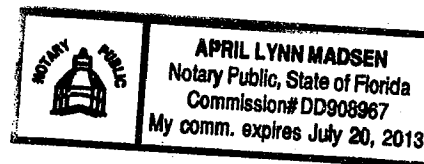
COUNTY OF HILLSBOROUGH

On December 21, 2009, before me, April Lynn Madsen, Notary Public, personally appeared Joseph M. Martens personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

[SEAL]



**SCHEDULE A**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LAZY DAYS RV SUPERCENTER	2275234	September 7, 1999
TIRE RE*NU and Design	2410507	December 5, 2000
CROWN CLUB	2727766	June 17, 2003
RALLYPARK	2669969	December 31, 2002
TIRE RE-NU	2426725	February 6, 2001
Club Lazydays	3198673	January 16, 2007
Club Lazydays and Design	3198677	January 16, 2007
Lazydays	3162437	October 24, 2006

An RV dealership in Tennessee may be operating under a name including or consisting of the words "Lazy Days".