

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lazy Days' R.V. Center, Inc.		12/17/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	LDRV Holdings Corp.		
Street Address:	6130 Lazy Days Blvd.		
City:	Seffner		
State/Country:	FLORIDA		
Postal Code:	33584		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3802741	IF YOU LOVE RVING, THIS IS HOME.	
Registration Number:	3806800	LAZYDAYS RV CAMPGROUND	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq./Trenam Law		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	15-1972		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		
DATE SIGNED:	12/31/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is made effective as of December 22, 2009, and is entered into by and between 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 trademarks/service marks and trademark/service mark registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*"), and is currently using 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 has not been abandoned; 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:

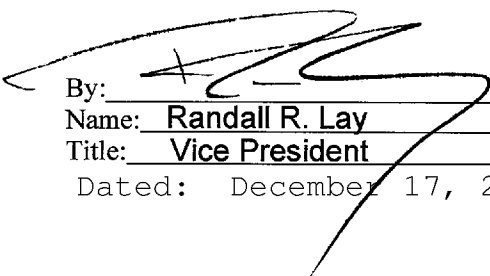
1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for 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 dated December 22, 2009, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

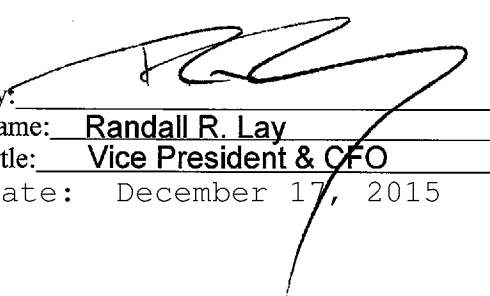
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

Lazy Days' R.V. Center, Inc. ("Assignor")

By: 
Name: Randall R. Lay
Title: Vice President
Dated: December 17, 2015

Acknowledgement:

LDRV Holdings Corp. ("Assignee")

By: 
Name: Randall R. Lay
Title: Vice President & CFO
Date: December 17, 2015

Schedule A
to Trademark Assignment

<u>Mark:</u>	<u>Country:</u>	<u>Status:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
IF YOU LOVE RVING, THIS IS HOME	USPTO	Registered	3,802,741	June 15, 2010
LAZYDAYS RV CAMPGROUND	USPTO	Registered	3,806,800	June 22, 2010