

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.		04/26/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1355 Windward Concourse
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

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
Registration Number:	3802741	IF YOU LOVE RVING, THIS IS HOME.
Registration Number:	3806800	LAZYDAYS RV CAMPGROUND
Serial Number:	85192242	BETTERRVING

CORRESPONDENCE DATA

Fax Number: (813)229-5946
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900191011

TRADEMARK
REEL: 004534 FRAME: 0040

OP \$290.00 2275234

Phone: 813-229-3333
Email: sdanco@glennrasmussen.com
Correspondent Name: SHARON DOCHERTY DANCO
Address Line 1: 100 S ASHLEY DR, STE 1300
Address Line 4: TAMPA, FLORIDA 33602

NAME OF SUBMITTER:	SHARON DOCHERTY DANCO
Signature:	/s/SHARON DOCHERTY DANCO
Date:	05/04/2011

Total Attachments: 13

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**TRADEMARK SECURITY AGREEMENT
(Lazy Days)**

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of April 26, 2011, amends and restates the Trademark Security Agreement dated as of October 20, 2010, executed by LAZY DAYS' R.V. CENTER, INC. ("*Lazy Days*"), in favor of BANK OF AMERICA, N.A. ("*Secured Party*").

RECITALS

A. Lazy Days, LDRV Holdings Corp. (the "*Company*"), Lazydays Arizona, LLC ("*LD Arizona*"), Lazydays Land Holdings, LLC, and Secured Party have entered into the First Amended and Restated 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) Secured Party has agreed to make certain financial accommodations to Lazy Days, the Company, and LD Arizona, 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 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 in this Agreement.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lazy Days hereby agrees in favor of Secured Party 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 Delaware corporation and 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.

"*Guarantor Security Agreement*" means the Security Agreement executed by Lazy Days in favor of Secured Party in connection with the Credit Agreement.

“*Lazy Days*” means Lazy Days’ R.V. Center, Inc., a Delaware corporation 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.

“*Related Party Guaranty*” means the Related Party Guaranty executed by Lazy Days in favor of Secured Party in connection with the Credit Agreement.

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

“*Secured Party*” has the meaning ascribed to that 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 in this Agreement, all uncapitalized terms used in this Agreement have the meanings ascribed to them in the UCC.

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

(i) Unless otherwise expressly stated, a reference in this Agreement to a section, subsection, or schedule is to a section, subsection, or schedule of this Agreement.

(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 in this Agreement 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 or the Security Agreement, it is the intention of the parties to this Agreement that both 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 in the foregoing manner, the terms and provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control and govern; provided, however, that the inclusion in this Agreement 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 or the Security 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 to this Agreement and any and all variations thereof (as that 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 under this Agreement would cause the invalidation of the 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 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 Restatement 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 the earlier date) and these 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 (other than domain names) 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.

(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, Lazy Days is and will remain the sole and exclusive owner of that Trademark Collateral, 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 a Trademark, each license or licensing agreement is in full force and effect, Lazy Days is not in default of any of its obligations under those agreements and, other than (A) the parties to those licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Lazy Days or any licensor regarding a Trademark, the parties to any other non-exclusive licenses or license agreements entered into by Lazy Days or any 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 notice of trademark, prosecute material claims, and do all other acts and take all other measures that may be necessary or desirable, as determined in Lazy Days' reasonable business judgment, to preserve, protect, and maintain the Trademark Collateral and all of Lazy Days' rights in the Trademark Collateral, 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, except for customary prohibitions on assignment in non-exclusive license agreements entered into in the ordinary course of business, 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 remain outstanding, or, if earlier, until Secured Party has released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Lazy Days obtains 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 new Trademark that consists of an application filed by Lazy Days, or an application or registration otherwise obtained or acquired by Lazy Days, Lazy Days shall give to Secured Party notice thereof promptly and, in any event, within fifteen (15) days of the date of Lazy Days obtaining those rights or becoming entitled to the benefits of a 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 all 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 with this Agreement, Lazy Days hereby authorizes Secured Party to modify, amend, or supplement the Schedules to this Agreement 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 the re-executed Agreement or the 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 has no duty to exercise any of the rights, privileges, or powers afforded to it, nor is it 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 under or in connection with this Agreement, Secured Party has no 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 under this Agreement.

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 these 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 all 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 has the right but shall in no way be obligated to bring suit, or to take any 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 that enforcement. To the extent that Secured Party elects not to bring suit to enforce any Trademark Collateral after the occurrence and during the continuance of an Event of Default, Lazy Days shall 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 any 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 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; DISPUTE RESOLUTION.

The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of New York and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. All Disputes regarding this Agreement shall be governed by the provisions of Section 21.2 of the Credit Agreement, and the terms and provisions of Section 21.2 of the Credit Agreement are incorporated by reference into this Agreement.

SECTION 13. ENTIRE AGREEMENT; AMENDMENT.

This Agreement, the Credit Agreement, and the other Financing Documents record the entire understanding between the parties regarding the subject matters addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by any of them. A waiver, consent, alteration, amendment, modification, or termination of this Agreement will be valid and effective only if it is in writing and signed by all the parties to this Agreement. Any waiver, consent, alteration, amendment, modification, or termination of this Agreement will be effective only to the extent specified in the written waiver signed by all the parties to this Agreement and for the specific purpose for which it is given. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend, or supplement the Schedules to this Agreement as provided in Section 6 of this Agreement.

SECTION 14. SEVERABILITY.

Each provision of this Agreement should be construed and interpreted so it is valid and enforceable under applicable law. If a provision of this Agreement (or the application of it) is held by a court to be invalid or unenforceable under applicable law, that provision will be

deemed separable from the remaining provisions of this Agreement and will not affect the validity or interpretation of the other provisions of this Agreement or the application of that provision to a Person or circumstance to which it is valid and enforceable.

SECTION 15. COUNTERPARTS.

The parties to this Agreement may execute this Agreement in counterparts by manual or facsimile signature. Each executed counterpart of this Agreement will constitute an original document, and all executed counterparts, together, will constitute 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 and the Guarantor Security 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' 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: *[Signature]*
Randall Lay, Chief Financial Officer

STATE OF Florida
COUNTY OF Hillsborough

On April 15, 2011, 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.



Andrea J. Neeper
Signature

[SEAL]

SECURED PARTY:

BANK OF AMERICA, N.A.

By: Joe Sagner
Joseph Sagneri, Senior Vice President

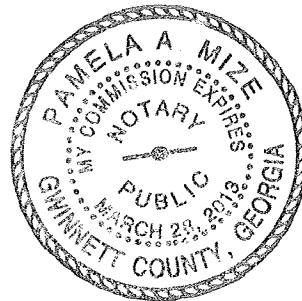
STATE OF Georgia
COUNTY OF Gwinnett

On April 14, 2011, before me, Pamela A. Mize, Notary Public, personally appeared Joseph Sagneri, 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.

Pamela A. Mize
Signature

[SEAL]



SCHEDULE A

Mark	Record Owner	Serial No.	Reg. No.	Reg. Date
LAZY DAYS RV SUPERCENTER	LDRV Holdings Corp.	75308980	2275234	09-07-99
TIRE RE*NU and Design	LDRV Holdings Corp.	75838448	2410507	12-05-00
CROWN CLUB	LDRV Holdings Corp.	76197618	2727766	06-17-03
RALLYPARK	LDRV Holdings Corp.	76197619	2669969	12-31-02
TIRE RE-NU	LDRV Holdings Corp.	75876388	2426725	02-06-01
Club Lazydays	LDRV Holdings Corp.	78831067	3198673	01-16-07
Club Lazydays and Design	LDRV Holdings Corp.	78831091	3198677	01-16-07
Lazydays	LDRV Holdings Corp.	78761502	3162437	10-24-06
Betterrving	LDRV Holdings Corp.	85192242		
If You Love Rving, This Is Home	Lazy Days' RV Center, Inc.	77853083	3802741	06-15-10
LazyDays RV Campground	Lazy Days' RV Center, Inc.	77863161	3806800	06-22-10