

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BYRV, Inc.		08/03/2021	Corporation: MONTANA
RECEIVING PARTY DATA			
Name:	Lazydays RV of Oregon, LLC		
Street Address:	6130 Lazy Days Blvd		
City:	Seffner		
State/Country:	FLORIDA		
Postal Code:	33584		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4194646	B. YOUNG RV	
CORRESPONDENCE DATA			
Fax Number:	8132005995		
<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:	8132223195		
Email:	Ryan.Angel@hwlaw.com		
Correspondent Name:	Ryan M. Angel		
Address Line 1:	101 E Kennedy Blvd		
Address Line 2:	Ste 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Ryan M. Angel		
SIGNATURE:	/Ryan Angel 3195/		
DATE SIGNED:	08/26/2021		
Total Attachments: 6			
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FEDERAL TRADEMARK ASSIGNMENT AGREEMENT

This **FEDERAL TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of August 3, 2021 (the “Effective Date”), by and among **BYRV, INC.**, a Montana corporation (“Assignor”), and **LAZYDAYS RV OF OREGON, LLC** a Delaware limited liability company (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND

A. Pursuant to that certain Asset Purchase Agreement, dated as of August 3, 2021 (the “Purchase Agreement”), the Sellers agreed, among other things, to sell, transfer, assign, convey, and deliver to Assignee certain assets, including without limitation, the trademarks and service marks set forth on **Schedule A** hereto, including all registrations, extensions, and renewals thereof (the “Marks”).

B. As a party to the Purchase Agreement, and as part of the transactions contemplated thereby, Assignor desires to transfer, assign, convey, and deliver to Assignee, without additional consideration, any and all rights, title, and interest it has in or to any Marks that relate to, are used by, or are held for use by Assignor in connection with its Respective Business or the Business in general.

C. Assignee desires to acquire the Assignor’s entire right, title, and interest in and to such Marks.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration as stated in the Purchase Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment**. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of the Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks, including all federal trademark registrations and related common law rights for the Marks, to be held by Assignee 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; (b) all rights to income, royalties, and license fees derived from the Marks from and after the Effective Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present, or future infringements of the Marks or injury to the goodwill associated with the Marks, and the right to sue for and collect such damages, as permitted under the applicable laws of any

jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns, and other legal representatives.

3. Assistance. Assignor agrees to perform, without further or additional consideration, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting its rights, title, and interest in the Marks assigned to Assignee hereunder.

4. General.

4.1 Assignment; Third Party Beneficiaries. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties. Nothing in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 4.1.

4.2 Entire Agreement; Modification. This Agreement, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the Parties with respect to such subject matter. To the extent any provision of this Agreement conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Agreement may not be amended except by a written agreement signed by each of the Parties to this Agreement.

4.3 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or such provision to any other Person or circumstance or in any other jurisdiction. Any invalid, illegal, or unenforceable provision in this Agreement shall be replaced by the Parties or, if the Parties are unable to reach such an agreement, by a court of competent jurisdiction, with a valid provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

4.4 Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits, and schedules to this Agreement are incorporated into and constitute an integral part of this Agreement as if fully set forth herein. All words used in this Agreement will be construed to be of such gender or number as the context requires. All references to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto. The language used in this Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. Each Party acknowledges that he or it has reviewed this Agreement and agrees that all rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting Party will not be available in the interpretation of this Agreement.

4.5 Choice of Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of laws principles.

4.6 Counterparts; Effectiveness. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the Parties hereto notwithstanding the fact that all Parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Agreement and of signature pages by facsimile transmission, by electronic signature (whether digital or encrypted, such as one transmitted via DocuSign or EchoSign), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.

ASSIGNOR:

BYRV, INC., a Montana corporation

By: 

Name: Bruce A. Young

Title: President

ASSIGNEE:

LAZYDAYS RV OF OREGON, LLC,

a Delaware limited liability company.

By: _____

Name: William P. Murnane

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf by a duly authorized representative, as of the date first above written.


ASSIGNOR:

BYRV, INC., a Montana corporation

By: _____
Name: Bruce A. Young
Title: President

ASSIGNEE:


LAZYDAYS RV OF OREGON, LLC,
a Delaware limited liability company.

By:  _____
Name: William P. Murnane
Title: President and Chief Executive Officer

Schedule A

Marks

As used in the Federal Trademark Assignment Agreement by and between **BYRV, Inc.** and **Lazydays RV of Oregon, LLC**, the Marks mean and include all federal trademarks, service marks, logos, slogans, and other source indicia, whether registered with the U.S. Patent & Trademark Office or unregistered, that relate to, are used by, or are held for use by Assignor in connection with its Respective Business or the Business in general, including, without limitation, the following:

Mark	Federal Reg. No.	Reg. Date	Federal Serial No.	Filing Date
B. YOUNG RV	4,194,646	Aug. 21, 2012	85-516,377	Jan. 13, 2012
	4,197,945	Aug. 28, 2012	85-516,381	Jan. 13, 2012
BE YOUNG HAVE FUN!	4,198,077	Aug. 28, 2012	85-518,085	Jan. 17, 2012