

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → ⇄ ⇄ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies): <u>Lazy Days' R.V. Center, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Florida</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Wells Fargo Foothill, Inc.</u> Internal Address: <u>2450 Colorado Avenue, Suite 3000 West</u> Street Address: City: <u>Santa Monica</u> State: <u>CA</u> Zip: <u>90404</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>California</u> <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
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3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>May 14, 2004</u>	
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4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s) <u>2195212; 2275234; 2410507; 2727766; 2669969; 2426725</u>
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Santo Manna, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: <u>6</u> 7. Total fee (37 CFR 3.41)..... \$ 165.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP</u> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Santo Manna, Esq.</u> Name of Person Signing	 Signature <u>May 18, 2004</u> Date
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Total number of pages (including cover sheet, attachments, and document): 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

CH \$165.00 500675 2195212

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of May 14, 2004, is made by **LAZY DAYS' R.V. CENTER, INC.**, a Florida corporation (the "Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Secured Party").

RECITALS

A. The Debtor and the Secured Party have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which (i) the Secured Party has agreed to make certain financial accommodations to the Debtor, and (ii) the Debtor has granted to the Secured Party security interests in (among other things) all or substantially all of the general intangibles of the Debtor.

B. Pursuant to the Loan Agreement and the other Loan Documents and as one of the conditions precedent to the obligations of the Secured Party under the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the 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 the 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, the Debtor hereby agrees in favor of the Secured Party as follows:

1. **Definitions; Interpretation.**

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

"Debtor" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement or any other Loan Document.

"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 the Debtor, 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 the Debtor 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 the Debtor 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 liabilities, obligations, or undertakings owing by the Debtor to the Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code, whether or not permitted under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which the Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"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, capitalized 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 Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan 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 Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the 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 Loan Agreement.

2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, the Debtor hereby grants and conveys to the Secured Party a continuing, first priority security interest in all of the Debtor's 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 the Debtor, 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 prior to 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 the Debtor or in the name of the 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 the Debtor 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 the Debtor's 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 the Debtor's rights or interests in any license, contract or agreement to which the Debtor 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 Code 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. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan 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 Loan Agreement.

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

3. Further Assurances; Appointment of the Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, 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 the Secured Party and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority to the extent the Debtor 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 the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order 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 the 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 the Debtor, which the Secured Party, in the exercise of its Permitted Discretion, 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 the 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 the Debtor 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 the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any 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.

4. Representations and Warranties. The Debtor makes the following representations and warranties to the Secured Party which shall be true, correct and complete on and as of the Closing Date, and on and as of the date of the making of each Advance (or other extension of credit) made thereafter, as though made on and as of the date of such Advance (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 the Debtor, 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, all maintenance fees required to be paid on account of such Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) The Debtor 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, the Debtor is 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 in connection with the sale of the Debtor's goods and products in the ordinary course of business), registered user agreements and covenants by the Debtor not to sue third persons, and (iii) with respect to any Trademarks for which the Debtor 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, the Debtor 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 the Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by the Debtor 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 the Debtor's knowledge, the past and present use of the Trademark Collateral by the Debtor 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 the Debtor's 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. The Debtor has the unqualified right, power and authority to pledge and to grant to the 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 the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws of the Debtor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

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

5. Covenants. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor 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 which may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's 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 Loan Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of the Debtor under this Agreement without the Secured Party's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any contract to which the Debtor 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 the Secured Party in the Debtor's rights and interest in the Trademarks and the Trademark Collateral, and the Debtor will promptly give the 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 the Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor 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 the Debtor, or an application or registration otherwise obtained or acquired by the Debtor, or any such reissue, renewal or extension of any Trademark, the Debtor shall give to the Secured Party notice thereof promptly and, in any event, within ten (10) days of the date of the Debtor obtaining such rights or becoming entitled to the benefits of such

Trademark or Trademark Collateral. The Debtor shall do all things deemed necessary or advisable by the Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. If the Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in connection herewith, the Debtor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which 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.

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

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Loan Agreement, any other Loan 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. The Debtor hereby agrees that such rights and remedies include the right of the Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to UCC Section 9-610. The Debtor hereby agrees that the Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the 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 the Debtor in which the Secured Party has a security interest, including the Secured Party's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by the Debtor (or its successor, 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, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party deems necessary or advisable, in the name of the Debtor or the Secured Party, to enforce or protect any of the Trademark Collateral, in which event the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement. To the extent that the 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, the Debtor 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.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Debtor and the Secured Party and their respective successors and assigns.

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

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 the 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 the 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 in order to obtain subject matter jurisdiction. The Debtor and the 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. The Debtor and the Secured Party hereby waive its right 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. The Debtor and the Secured Party represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights 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.

13. Entire Agreement; Amendment. This Agreement and the Loan 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 Loan Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

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.

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.

16. Loan Agreement. The Debtor acknowledges that the rights and remedies of the Secured Party held with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

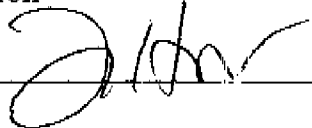
17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial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

[Signature page follows]

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

DEBTOR:

LAZY DAYS' R.V. CENTER, INC.,
a Florida corporation

By:  _____
Name:
Title:

SECURED PARTY:

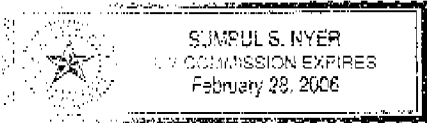
WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Name:
Title:

STATE OF TEXAS)
) ss
COUNTY OF Dallas)

On May 13, 2004, before me, Sandra Nyer, Notary Public, personally appeared John H. ..., 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.



[SEAL]

[Handwritten Signature]
Signature

STATE OF)
) ss
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[SEAL]

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

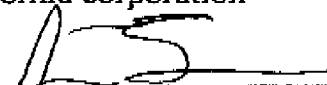
DEBTOR:

LAZY DAYS' R.V. CENTER, INC.,
a Florida corporation

By: _____
Name:
Title:

SECURED PARTY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:  _____
Name: Jim Farmer
Title: Vp

STATE OF)
) ss
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, 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]

STATE OF California)
) ss
COUNTY OF Los Angeles)

On MAY 13, 2004 before me, Karla Gorgij, Notary Public, personally appeared JIM FARNER, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Handwritten Signature]

Signature

[SEAL]

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LAZY DAYS RV RESORT	2195212	October 13, 1998
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

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