

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
AVP Acquisition, LLC		11/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	350 East Las Olas Boulevard
Internal Address:	Suite 1250
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2807053	MAGIC COOL
Registration Number:	2186135	FRIGETTE
Registration Number:	3559923	AVANTI
Registration Number:	2625903	AVANTI
Registration Number:	1688350	AVANTI
Registration Number:	2498615	AVANTI
Registration Number:	1464495	AVANTI
Registration Number:	1317930	AVANTI
Registration Number:	1305721	AVANTI

CORRESPONDENCE DATA

Fax Number: 4045725100

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

OP \$240.00 2807053

Email: m russell@kslaw.com  
Correspondent Name: King & Spalding  
Address Line 1: 1180 Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	01321.015005
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	11/19/2012

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as lender under the Credit Agreement described below (together with its successors and permitted assigns, the “Lender”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 19, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor (the “Company”), the other borrowers from time to time party thereto (together with the Company, collectively, the “Borrowers”), AVP Holdings, LLC, a Delaware limited liability company (the “Parent”), the other loan parties from time to time party thereto (together with the Borrowers and the Parent, the “Loan Parties”), and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement of even date with the Credit Agreement in favor of the Lender (the “Security Agreement”), to grant a security interest in the Collateral (as defined in the Security Agreement) in order to secure the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, the Trademarks form part of the Collateral pursuant to the Security Agreement;

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and make its extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien (as defined in the Credit Agreement) on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

i. (a) all of its (i) Trademarks and (ii) contractual obligations, whether written or oral, granting any right, title and interest in, relating to or providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and contractual obligations, whether written or oral, granting any right, title and interest in, relating to or providing for the grant by or to such Grantor of any right under any Copyrights, Patents and Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois (including, without limitation, 735 ILCS Section 105/5-1 et seq), but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AVP ACQUISITION, LLC, a Delaware limited liability company, as Grantor

By: [Signature]

Name: J. Matthew Lane  
Title: Vice President and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Lender

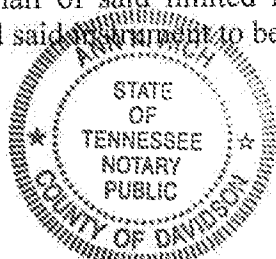
By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee )  
County of Davidson )

ss.

On this 15<sup>th</sup> day of November, 2012 before me personally appeared J. Matthew Lane, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AVP Acquisition, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.



MY COMMISSION EXPIRES:  
MAY 8, 2015

[Signature]  
Notary Public

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

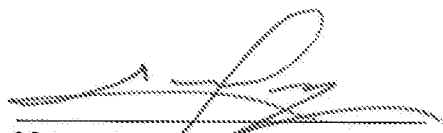
Very truly yours,

AVP ACQUISITION, LLC, a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
 Name:  
 Title:

ACCEPTED AND AGREED  
 as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Lender

By:   
 Name: Carlos A. Perez  
 Title: Vice President

ACKNOWLEDGMENT OF GRANTOR




State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_ day of November, 2012 before me personally appeared J. Matthew Lane, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AVP Acquisition, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
 Notary Public

SCHEDULE 1

**United States Trademark Registrations - The Mackle Company, Inc.**

Mark/Name	Ser./Reg./App. No.	Filing Date	Registration Date	Owner	Status
MAGIC COOL	76-287095 2,807,053	July 18, 2001	January 20, 2004	Mackle Company, Inc.	Registered 8 & 15
FRIGETTE	74-624902 2,186,135	January 24, 1995	September 1, 1998	Mackle Company, Inc.	Renewed
AVANTI	77-360129 3,559,923	December 27, 2007	January 13, 2009	The Mackle Company, Inc.	Registered
AVANTI	76-000797 2,625,903	March 15, 2000	September 24, 2002	The Mackle Company, Inc.	Renewed
AVANTI	74-800202 1,688,350	November 16, 1989	May 19, 1992	The Mackle Company, Inc.	Renewed
AVANTI	75-442215 2,498,615	February 27, 1998	October 16, 2001	The Mackle Company, Inc.	Renewed
AVANTI (Stylized) 	73-656971 1,464,495	April 23, 1987	November 10, 1987	The Mackle Company, Inc.	Renewed
AVANTI (Stylized) 	73-413587 1,317,930	February 15, 1983	February 5, 1985	The Mackle Company, Inc.	Renewed
AVANTI (Stylized) 	73-413586 1,305,721	February 15, 1983	November 20, 1984	The Mackle Company, Inc.	Renewed

**International Trademark Registrations - The Mackle Company, Inc.**

Country	Mark/Name	Ser./Reg./App. No.	Filing Date	Registration Date	Owner	Status
Canada	AVANTI	667,544 TMA 397,026	October 3, 1990	April 10, 1992	Mackle Company, Inc.	Renewal due on April 10, 2022
China	AVANTI	818586	May 16, 1994	February 28, 1996	Mackle Company, Inc.	Renewal due on February 27, 2016
Colombia	AVANTI	98012504 211460	March 6, 1994	August 19, 1998	Mackle Company, Inc.	Renewal due on August 19, 2018
Costa Rica	AVANTI	114034	February 23,	February 10,	Mackle	Renewal due

	(STYLIZED) <i>Avanti</i>	111756	1995	1999	Company, Inc.	on February 10, 2019
Dominican Republic	AVANTI (STYLIZED)\n <i>Avanti</i>	77,382	N/A	May 15, 1995	Mackle Company, Inc.	Renewal due on May 15, 2015
Guatemala	AVANTI (STYLIZED) <i>Avanti</i>	06519 85,289	September 21, 1994	April 16, 1997	Mackle Company, Inc.	Renewal due on April 16, 2017
Guatemala	AVANTI (STYLIZED) <i>Avanti</i>	06518 126213	September 21, 1994	October 6, 2003	Mackle Company, Inc.	Renewal due on October 5, 2013
Guyana	AVANTI (STYLIZED) <i>Avanti</i>	15251A	December 13, 1995	December 15, 1995	Mackle Company, Inc.	Renewal due on December 15, 2016
Hong Kong	AVANTI	300139798	January 8, 2004	January 9, 2004	Mackle Company, Inc.	Renewal due on January 8, 2014
Jamaica	AVANTI (STYLIZED) <i>Avanti</i>	11/363 27,815	March 9, 1994	March 13, 1999	Mackle Company, Inc.	Renewal due on March 9, 2015
Jamaica	AVANTI (STYLIZED) <i>Avanti</i>	9/1544 27,778	March 7, 1994	March 7, 1994	Mackle Company, Inc.	Renewal due on March 9, 2015
Mexico	AVANTI	339815 621465	July 15, 1998	August 31, 1999	Mackle Company, Inc.	Renewal due on July 15, 2018
Turkey	AVANTI	2005/3037 20053037	February 3, 2005	February 3, 2005	Mackle Company, Inc.	Renewal due on February 3, 2015
Venezuela	AVANTI	1213798	June 30, 1998	Pending	Mackle Company, Inc.	Application published 4/30/2010