

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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., as Second Priority Lender |
| Street Address: | 10 S. Dearborn Street, Floor 19 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking 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: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

OP \$240.00 2807053

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 6923.024 |
| NAME OF SUBMITTER: | Nancy Brougher |
| Signature: | /njb/ |
| Date: | 11/20/2012 |

Total Attachments: 7

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SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (the "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 Senior Secured Subordinated 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 AVP Acquisition, LLC, a Delaware limited liability company [(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 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 Senior Secured Subordinated 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"):

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

ACCEPTED AND AGREED
as of the date first above written:

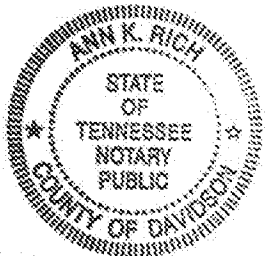
JPMORGAN CHASE BANK, N.A., as Lender

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)
County of Davidson) ss.

On this 15th 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

MY COMMISSION EXPIRES:
MAY 5, 2015

Acknowledgment of Grantor for Trademark Security Agreement (Senior Secured Subordinated Credit Agreement)

SCHEDULE 1

United States Trademark Registrations - The Mackle Company, Inc.

| <u>Mark/Name</u> | <u>Ser./Reg./App. No.</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Owner</u> | <u>Status</u> |
|--|---------------------------|--------------------|--------------------------|--------------------------|-------------------|
| 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.

| <u>Country</u> | <u>Mark/Name</u> | <u>Ser./Reg./App. No.</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Owner</u> | <u>Status</u> |
|----------------|----------------------|---------------------------|--------------------|--------------------------|----------------------|----------------------------------|
| 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 (STYLIZED) | 114034 111756 | February 23, 1995 | February 10, 1999 | Mackle Company, Inc. | Renewal due on February 10, 2019 |

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