

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mackle Company, Inc.		11/15/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	AVP Acquisition, LLC
Street Address:	40 Burton Hills Boulevard
Internal Address:	Suite 420
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	1305721	AVANTI
Registration Number:	1317930	AVANTI
Registration Number:	1464495	AVANTI
Registration Number:	2186135	FRIGETTE
Registration Number:	2498615	AVANTI
Registration Number:	2625903	AVANTI
Registration Number:	2807053	MAGIC COOL
Registration Number:	3559923	AVANTI
Registration Number:	1688350	AVANTI

CORRESPONDENCE DATA	
Fax Number:	6152446804
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	615-850-8741

OP \$240.00 1305721

Email: robert.felber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	027801.26711 AVANTI ASS'T
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/Robert P. Felber, Jr./
Date:	11/20/2012

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS, TRADEMARK REGISTRATIONS AND ACCOMPANYING GOODWILL

This Assignment of Trademarks, Trademark Registrations and Accompanying Goodwill (this "Assignment") is entered into as of November 16, 2012 by and between The Mackie Company, Inc., a Florida corporation with its principal business address at 10880 N.W. 30th Street, Miami Florida 33172 (the "Assignor"), and AVP Acquisition, LLC, a Delaware limited liability company with its principal business address at 40 Burton Hills Boulevard, Suite 420, Nashville, TN 37215 (the "Assignee"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of October 31, 2012, by and among Assignee; Assignor; Frank E. Mackie, III, individually and as trustee of the Virginia S. Mackie QTIP Trust, Exempt Part, U/A/D April 9, 1986, as amended, and as Trustee of the Virginia S. Mackie QTIP Trust, Nonexempt Part, U/A/D April 9, 1986, as amended; and Virginia S. Mackie, as Trustee of the Virginia S. Mackie Revocable Trust U/A/D April 9, 1986, as amended (the "Controlling Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Controlling Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks identified in Schedule A attached hereto (the "Marks"), any registrations therefore throughout the world and any renewals or extensions of such registrations, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the registration(s) therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

ASSIGNOR:

THE MACKLE COMPANY, INC.

By: [Signature]

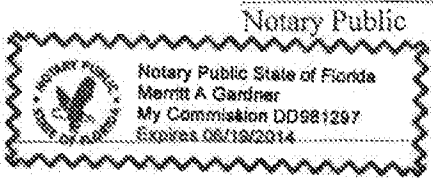
Name: FRANK E. MACKLE III

Title: PRESIDENT

STATE OF Florida)
COUNTY OF Miami Dade)

Before me, Meritt A. Gardner, a Notary Public of said County and State, personally appeared Frank E. Mackle III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of The Mackle Company, Inc. the within named Assignor, and that he/she, as President of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his her capacity as President.

Witness my hand and seal, at office in Miami, Florida, this 15 day of November, 2012. [Signature]



My Commission Expires:

ASSIGNEE:

AVP ACQUISITION, LLC

By: [Signature]

Name: MATT LANE

Title: Vice President and Secretary

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, [Signature], a Notary Public of said County and State, personally appeared MATT LANE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Vice President and Secretary (or other officer authorized to execute the instrument) of **AVP Acquisition, LLC** the within named Assignee, and that he, as Vice President and Secretary of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Vice President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 16 day of November, 2012.

[Signature]
Notary Public

My Commission Expires: _____



My Commission Expires MAR. 4, 2013

SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS, TRADEMARK REGISTRATIONS AND
ACCOMPANYING GOODWILL

	MARK	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE	GOODS/SERVICES
1.	<i>Avanti</i>	1305721	7	11/20/1984	Combination clothes washing and drying machines
2.	<i>Avanti</i>	1317930	11	2/5/1985	Domestic refrigerators, electric, oil filled and kerosene space heaters
3.	<i>Avanti</i>	1464495	11	11/10/1987	Microwave ovens, freezers, humidifiers, portable fans [and convection heaters]
4.	FRIGETTE	2186135	11	9/1/1998	Domestic refrigerators
5.	AVANTI	2498615	11	2/27/1998	Gas and electric ranges
6.	AVANTI	2625903	7 & 11	9/24/2002	[Vacuum cleaners and] clothes washing machines; refrigerators, freezers, clothes dryers, microwave ovens, electric mini kitchen cooking systems consisting of small ovens with cooktops, water cooling and dispensing units, and wine coolers, namely, refrigerated cabinets containing racks for wine bottles and storage shelves
7.	MAGIC COOL	2807053	11	1/20/2004	Domestic appliances, namely, refrigerators

	MARK	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE	GOODS/SERVICES
8.	AVANTI	3559923	7, 9 & 11	1/13/2009	Dishwashers; electrical diverters for use with household appliances; air conditioners, electric ice makers, commercial thermoelectric beverage coolers, temperature-controlled beverage dispensers, combination apparatus for cooking and for cooling food and beverage comprising of a refrigerator, electric cooktop and built-in sink
9.	AVANTI	1688350	9	5/19/2002	Television sets