

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVI-SPL, INC.		09/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVI RENTAL SERVICES DIVISION, L.L.C.		
Street Address:	6301 Benjamin Road, Suite 101		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86178330	MEETING GPS GROUP PRESENTATION SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E Kennedy Blvd Ste 3700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	3560.021		
NAME OF SUBMITTER:	Rachel M. Feinman, Esq.		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	09/29/2014		
Total Attachments: 3			
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OP \$40.00 86178330

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made and entered into as of September 29, 2014, by and between **AVI RENTAL SERVICES DIVISION, L.L.C.**, a Florida limited liability company ("Assignee"), and **AVI-SPL, INC.**, a Delaware corporation ("Assignor").

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor.

WHEREAS, Assignor and Assignee have entered into that certain Asset and Securities Purchase Agreement dated as of September 22, 2014 (the "Purchase Agreement"), by and among Assignee, Assignor, FAV Project, Inc., a Texas corporation ("Buyer"), and the other parties thereto. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor, Assignee and the other Sellers have agreed, among other things, to sell, transfer, assign, convey and deliver to Buyer at the Closing certain assets related to the Business principally engaged in by Assignee, including without limitation, the trademark application for MEETING GPS GROUP PRESENTATION SOLUTION represented by Serial No. 86178330 (the "Mark").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Mark.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Mark and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by and associated with the Mark, same 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. The business to which the Mark pertains is operated principally by Assignee and is ongoing and existing. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

2. General.

2.1 Entire Agreement; Modification. This Assignment 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. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

2.2 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be

replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

2.3 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment 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 Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

2.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

2.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:

AVI-SPL, INC.,
a Delaware corporation

By: _____

Name: *Ray Dani*

Title: *Chief Financial Officer*

ASSIGNEE:

AVI RENTAL SERVICES DIVISION, L.L.C.,
a Florida limited liability company

By: _____

Name: *Steve Benjamin*

Title: *Executive Vice President*