

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	12/02/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenhouse International, LLC		12/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Thane Direct Company		
Street Address:	5409 Englinton Avenue West		
Internal Address:	Centennial Centre, Suite 203		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M9C 5K6		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76597909	BEAN	
Serial Number:	76600817	THE BEAN	
Serial Number:	76624590	THE BEAN POWER RACK	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2128198928		
Email:	enunn@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn: Elizabeth A. Nunn		
Address Line 4:	New York, NEW YORK 10036		

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TRADEMARK  
REEL: 003205 FRAME: 0061

ATTORNEY DOCKET NUMBER:

1514090-0010 (THANE)

DOMESTIC REPRESENTATIVE

Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Elizabeth A. Nunn

Signature:

/Elizabeth A. Nunn/

Date:

12/06/2005

Total Attachments: 5

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of December, 2005, among the grantors listed on the signature pages hereof (the "Grantors"), and Thane Direct Company, a Nova Scotia unlimited liability company (the "Lender").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement (the "Loan and Security Agreement"), dated December 2, 2005, by and among the Lender, Greenhouse International, LLC, a Delaware limited liability company (the "Borrower"), Marketing Dynamics, Inc., a Delaware corporation and affiliate of the Borrower ("MDI"), Rub Therapeutics, LLC, a Delaware limited liability company and affiliate of the Borrower ("Rub"), and Chris Lundin ("Lundin" together with MDI and Rub, the "Guarantors"), the Lender is lending to the Borrower up to the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Loan") which the Guarantors have guaranteed; and

WHEREAS, in order to induce the Lender to enter into the Loan and Security Agreement, the Grantors have granted a continuing Lien on the Collateral in order to secure the prompt and complete payment, observance and performance of the Obligations contemplated by the Loan and Security Agreement; and

WHEREAS, pursuant to the Loan Security Agreement, the Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Marks to which it is a party including, but not limited to, those referred to on Schedule I hereto;

(b) all renewals of the foregoing; and

(c) all goodwill of the business connected with the use of, and symbolized by, each Mark and each license therefor; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or any Mark licensed under any license, or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any license.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement and are not intended to be any greater in description of Collateral or term than those granted under the Loan and Security Agreement. The Grantor and Lender hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby and the provisions relating to the termination of the security interests in the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict or apparent conflict between the terms and provisions of this Trademark Security Agreement and the terms and provisions of the Loan and Security Agreement, the terms and provisions of the Loan and Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Marks or become entitled to the benefit of any Marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Lender with respect to any such new rights. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other document executed in connection with the Loan in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]


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.

**GRANTORS:**


**GREENHOUSE INTERNATIONAL, LLC.,** a  
Delaware limited liability company

By:   
Name: Chris Lundin  
Title: Chief Executive Officer

**MARKETING DYNAMICS, INC.,** a Delaware  
corporation

By:   
Name: Chris Lundin  
Title:

**RUB THERAPEUTICS, LLC,** a Delaware limited  
liability company

By:   
Name: Chris Lundin  
Title:

**CHRIS LUNDIN**



**ACCEPTED AND ACKNOWLEDGED  
BY:**

**THANE DIRECT COMPANY,** a Nova  
Scotia unlimited liability company

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

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.

**GRANTORS:**

**GREENHOUSE INTERNATIONAL, LLC.,** a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Chris Lundin  
Title: Chief Executive Officer

**MARKETING DYNAMICS, INC.,** a Delaware  
corporation

By: \_\_\_\_\_  
Name: Chris Lundin  
Title:

**RUB THERAPEUTICS, LLC,** a Delaware limited  
liability company

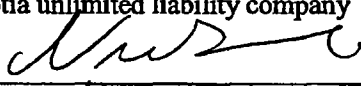
By: \_\_\_\_\_  
Name: Chris Lundin  
Title:

**CHRIS LUNDIN**

\_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**THANE DIRECT COMPANY,** a Nova  
Scotia unlimited liability company

By:   
Name: AMIR TAHERI  
Title: CEO

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Greenhouse International, LLC	USA	BEAN	76/597,909	6/17/04
Greenhouse International, LLC	USA	THE BEAN	76/600,817	7/6/04
Greenhouse International, LLC	USA	THE BEAN POWER RACK	76,624,590	12/16/04