

**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
Ronco Marketing Corporation		09/29/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Crossroads Financial, LLC
Street Address:	2201 NW Corporate Blvd.
Internal Address:	Suite 201
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	76391694	RON POPEIL FLIPPER
Serial Number:	78864982	VEG-O-MATIC
Registration Number:	2014088	POPEIL
Registration Number:	1893534	POPEIL
Registration Number:	2736185	FLIP-IT
Registration Number:	2476736	SHOWTIME
Registration Number:	2517731	RONCO ROTISSERIE
Registration Number:	2330571	TRIMCOMB
Registration Number:	1987453	POCKET FISHERMAN
Registration Number:	1808729	GLH
Registration Number:	1770493	INCREDIBLE INVENTIONS
Registration Number:	1964838	FORMULA NUMBER 9

**CORRESPONDENCE DATA**

**900059882**

**TRADEMARK  
 REEL: 003406 FRAME: 0472**

**OP \$315.00 76391694**

Fax Number: (561)995-7775  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 561-995-7700  
Email: gmk@krasnalaw.com  
Correspondent Name: Gary M. Krasna  
Address Line 1: 3010 N. Military Trail  
Address Line 2: Suite 201  
Address Line 4: Boca Raton, FLORIDA 33431

NAME OF SUBMITTER:	Gary M. Krasna
Signature:	/Gary M. Krasna/
Date:	10/11/2006

Total Attachments: 8  
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**TRADEMARKS AND LETTERS PATENT COLLATERAL ASSIGNMENT**

This Assignment of Trademarks and Letters Patent ("**Assignment**") made this 29 day of September, 2006, by and between **Ronco Marketing Corporation**, a Delaware corporation having the address of 61 Moreland Road, Simi Valley, CA 93065 ("**Assignor**") and **CROSSROADS FINANCIAL, LLC**, a Florida limited liability company with an address at 2201 NW Corporate Blvd., Suite 201, Boca Raton, Florida 33431 ("**Assignee**").

WHEREAS, Assignor has guaranteed the obligations of Ronco Corporation ("**Borrower**") to Assignee, pursuant to the terms of a Guaranty and a Security Agreement of even date herewith (collectively the "**Security Agreement**"); and

WHEREAS, Assignor has entered into a license agreement with Borrower, to allow Borrower to manufacture goods and products covered by the Trademarks (as defined below) with the same standards of quality as Assignor; and

WHEREAS, Assignor is the record owner of: (i) the trademarks and letters patent of the United States listed on **Schedule A** annexed hereto (the "**Trademarks**" and the "**Letters Patent**" respectively), which Trademarks and Letters Patent are registered in the United States Patent and Trademark Office, and (ii) the inventions described and claimed in the Letters Patent; and

WHEREAS, Assignor hereby grants Assignee a security interest in the Trademarks and the Letters Patent on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in the Security Agreements and set forth herein, the parties agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Security Agreements (the "**Obligations**"), Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and the Letters Patent, including, without limitation, the good will of the business to which each of the Trademarks relates, all proceeds of the Trademarks and the Letters Patent (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Assignor covenants and warrants that:

a. The Trademarks and the Letters Patent are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. Each of the Trademarks and the Letters Patent is valid and enforceable;

c. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and the Letters Patent, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, registered user agreements, licenses, shop rights and covenants by Assignor not to sue third persons, other than those rights that may exist in the Retained Rights as defined in the Co-Existence Agreement (as defined below) in favor of Ronald M. Popeil pursuant to the terms of a Trademark Co-Existence Agreement (the "Co-Existence Agreement") between Assignor and Mr. Popeil.

d. Assignor has the unqualified right to enter into this Assignment and perform its terms and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained;

e. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

f. Assignor has used and will continue to use for the duration of this Assignment proper statutory notice in connection with its use of the Trademarks; and

g. Assignor has used and will continue to use for the duration of this Assignment consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Assignee to ensure Assignor's compliance with **Paragraph 2.G.** above.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Assignor's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Paragraph 1** hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing hereof.

6. Assignor authorizes Assignee to modify this Assignment by amending **Schedule A** to include any future patents and patent applications which are Letters Patent under **Paragraphs 1 or 5** hereof or to include any future trademarks which are Trademarks under **Paragraphs 1 or 5** hereof.

7. Unless and until there shall have occurred and be continuing an event of default (as defined in the Security Agreements) or demand made upon Assignor for payment of its Obligations to Assignee, Assignee hereby grants to Assignor the exclusive, royalty-free, nontransferable right and license to make, have made, use and sell the goods covered by the Trademarks and the inventions disclosed and claimed in the Letters Patent and to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this **Paragraph 7**, without the prior written consent of Assignee.

8. If demand has been made or an event of default shall have occurred and be continuing, as set forth in **Paragraph 7** above, Assignor's license as set forth in said **Paragraph 7** shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Letters Patent may be located and, without limiting the generality of the foregoing, the Assignor may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Florida or elsewhere, the whole or from time to time any part of the Trademarks or the Letters Patent, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or the Letters Patent all expenses (including all reasonable expenses for brokers' fees and legal services of Assignee and its participants), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks or the Letters Patent shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks or the Letters Patent, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks or the Letters Patent sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Assignor assumes all responsibility and liability arising from the use of the Trademarks and the Letters Patent and Assignor hereby indemnifies, defends and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of (i) any alleged defect in any product manufactured, promoted or sold by Assignor under any of the Letters Patent or bearing any of the Trademarks, or (ii) the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee and its participants in connection with (i) the preparation of this Assignment and all other documents relating hereto and to the consummation of this transaction, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, maintenance fees or

encumbrances, (iv) defending or prosecuting any actions or proceedings arising out of or related to the Trademarks or the Letters Patent, or (v) otherwise protecting, maintaining or preserving the Trademarks and the Letters Patent, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the applicable rate prescribed in the Security Agreements.

11. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any patent or trademark application for the Letters Patent or the Trademarks pending as of the date of this Assignment or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do all acts necessary or desirable to preserve and maintain all rights in the Trademarks, the Letters Patent and any patent or trademark applications. Any expenses incurred in connection with such an applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of Assignee, which consent shall not be unreasonably withheld.

12. Upon the failure or inability of Assignor to take actions required under **Paragraph 11** above, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce or protect either the Trademarks or the Letters Patent and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee and its participants for all costs and expenses incurred by Assignee in the exercise of its rights hereunder.

13. In the event of the occurrence of event of default under the Security Agreements, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks and the Letters Patent, or to grant or issue any exclusive or nonexclusive license under the Trademarks or the Letters Patent to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Letters Patent to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Assignment.

14. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Trademarks and the Letters Patent, whether established hereby or by the Security Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Assignment are severable, and if any clause or provision hereof shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Assignment in any jurisdiction.

17. This Assignment is subject to modification only by a writing signed by the parties, except as provided in **Paragraph 6** hereof.

18. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Florida.

20. This Assignment is made in order to grant Assignee a security interest in the property set forth on **Schedule A** annexed hereto, and upon satisfaction of the Obligations secured hereby, this Assignment shall be void and of no further effect.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

Assignor:

N/A

Ronco Marketing Corporation, a Delaware corporation

N/A

By: [Signature]  
Ronald C. Stone  
Its V.P. Finance / Secretary  
Duly Authorized

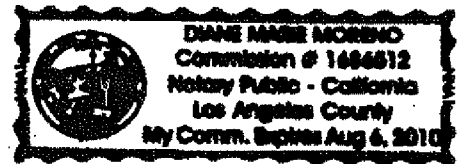
Assignee:

CROSSROADS FINANCIAL, LLC, a Florida limited liability company

By: [Signature]  
Lee Haskin  
Its Managing Member  
Duly Authorized

STATE OF CALIFORNIA  
COUNTY OF VENTURA

) ss.: Simi Vahedi  
)



The foregoing instrument was acknowledged before me this 29 day of September, 2006, by RONALD C. STONE, the VP FINANCE/SEC. of Ronco Marketing Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public, State of CALIFORNIA  
My commission expires: 8-6-10

STATE OF Florida  
COUNTY OF Palm Beach

) ss.: \_\_\_\_\_  
)

The foregoing instrument was acknowledged before me this 29 day of September, 2006, by Lee Haskin, the managing member of Crossroads Financial, LLC, a Florida limited liability company, on behalf of the limited liability companies.



PATRICIA E. SHERRY  
MY COMMISSION # DD 553685  
EXPIRES: June 12, 2010  
Bonded thru Budget Notary Services

[Signature]  
Notary Public, State of Florida  
My commission expires: 6-12-2010



**SCHEDULE A  
TO  
TRADEMARKS AND LETTERS PATENT COLLATERAL ASSIGNMENT**

**List of Trademarks and Letters Patent**

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Date of Reg.</u>
Popeil	2014088	11/5/96
Popeil	1893534	5/9/95
Flip-It	2736185	7/15/03
Showtime	2476736	8/7/01
Ronco Rotisserie	2517731	12/11/01
Trimcomb	2330571	3/21/00
Pocket Fisherman	1987453	7/16/96
GLH	1808729	12/7/93
Incredible Inventions	1770493	5/11/93
Formula Number 9	1964838	4/2/96

**Trademark Applications**

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>
Ron Popeil Flipper	76391694	4/4/02
Veg-O-Matic	78864982	4/19/06

<u>Patents</u>	<u>U.S. Reg. No.</u>	<u>Issue Date</u>
Device to lift, move and flip foods	7,065,883	6/27/06
Food Cooking Rotisserie	6,782,805	8/31/04
Food Cooking Rotisserie	6,782,806	8/31/04
Baldness Cosmetic and method of application	6,814,957	11/9/04
Food Cooking Rotisserie	6,837,150	1/4/05
Food Injection Device	6,840,161	1/11/05
Rotisserie Cooker	6,874,408	4/5/05
Device to lift, move and flip foods	7,065,883	6/27/06
Pasta, pastry, cookies and hors d'oeuvre maker	RE36147	3/16/99
Pasta, pastry, cookies, and hors d'oeuvre maker	6,743,007	6/1/04
Split Rod Assembly	6,250,214	6/24/01
Split basket for rotisserie oven	6,253,665	7/3/01

Pasta, pastry, and hors d'oeuvre maker	6,280,092	8/28/01
Rotisserie Oven having a heat shield	6,330,855	12/18/01
Rotisserie oven having tracks for loading a split assembly	6,393,972	5/28/02
Spit rod assembly for rotisserie oven	6,408,742	6/25/02
Rotisserie Cooking Oven	6,422,136	7/23/02
Baldness Cosmetic and method of application	6,436,380	8/20/02
Rotisserie oven having a shaped food basket	6,450,087	9/17/02
Spit assembly for rotisserie oven	6,536,334	3/25/03
Rotisserie and spit assembly	6,568,315	5/27/03
Rotisserie spit attachment	6,568,316	5/27/03
Food injection device	6,578,470	6/17/03
Barbeque grill spit assembly	6,658,991	12/9/03
Horizontal rotisserie oven	6,742,445	6/1/04
Dual spit rotisserie assembly and method of cooking therewith	6,240,838	6/5/01
Food cutting apparatus	4,807,862	2/28/89
Food cutting apparatus	4,948,106	8/14/90
Multi shaped ravioli maker	5,720,991	2/24/98
Pasta, pastry, cookie and hors d'oeuvre maker	5,421,713	6/6/95
Pasta, pastry, cookie and hors d'oeuvre maker	5,324,185	6/28/94
Pasta, pastry, and hors d'oeuvre maker	5,731,012	3/24/98
Enclosed rotisserie with added convenience	6,142,064	11/7/00
Enclosed rotisserie with added convenience	6,170,390	1/9/01
Convenient food supporting vessel for use on a rotisserie cooking spit:	6,173,645	1/1