

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Formerly</th> <th style="width: 17%;">Execution Date</th> <th style="width: 17%;">Entity Type</th> </tr> <tr> <td>THANE INTERNATIONAL, INC.</td> <td></td> <td>12/20/2006</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	THANE INTERNATIONAL, INC.		12/20/2006	CORPORATION: DELAWARE																																						
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Serial Number:	78689688	AB FORM
Serial Number:	78641170	TWIST & SCULPT
Serial Number:	78619506	AEROMAX
Registration Number:	2960887	VACQUA
Serial Number:	78175632	TRUE SLEEPER
Registration Number:	2793088	SUDDEN LIFT
Registration Number:	2818382	KLEAR ACTION
Registration Number:	2826428	STREET HEAT
Registration Number:	2787586	
Registration Number:	2792957	JUST FOR LIPS
Registration Number:	2796043	CALIFORNIA BEAUTY AESTHETICS
Registration Number:	2701584	KRANE
Registration Number:	2744899	AGELESS WONDERS
Registration Number:	2987867	TRUE SLUMBER
Registration Number:	2912071	TRUE SLEEP
Registration Number:	2642857	LE PRESSE
Registration Number:	2731346	THANE FITNESS
Registration Number:	2773051	
Registration Number:	2576821	LE SPRAY
Registration Number:	2700837	YOUTH COCKTAIL
Registration Number:	2434918	THANE FITNESS
Registration Number:	2452131	THANE FITNESS
Registration Number:	2871939	CALIFORNIA BEAUTY
Registration Number:	2750697	GOOD VIBRATIONS
Registration Number:	2439148	MAKING FITNESS FUN!
Registration Number:	2470041	SUPER FAT BLASTER
Registration Number:	2282132	CALIFORNIA BEAUTY
Registration Number:	1653314	PLAY THE GUITAR OVERNIGHT
Registration Number:	2660760	IRON INK
Registration Number:	2705325	THE MICROSKILLET
Registration Number:	2595903	THE BLD GRILL
Registration Number:	2560401	FLAVORWAVE OVEN
Registration Number:	2580251	WRAPSTER

Registration Number:	2560345	THUNDER STICK MIXER
Registration Number:	2368626	WONDER STEAMER
Registration Number:	1899728	PLAY HARMONICA OVERNIGHT
Registration Number:	1655438	PLAY THE PIANO OVERNIGHT
Registration Number:	2694976	CAPS
Serial Number:	78888286	MARIMATE
Registration Number:	2375557	AROMA SLIM
Registration Number:	2666061	GREAT INVENTIONS INTO THREE DIMENSIONS!

CORRESPONDENCE DATA

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	H3131-0003
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	12/22/2006

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of December, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEXBANK, SSB, in its capacity as administrative agent and collateral agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Direct Marketing Holdings, Inc., a Delaware corporation ("Parent"), Thane International, Inc., a Delaware corporation ("Borrower"), certain Subsidiaries of Parent party thereto (collectively, the "Guarantors"), the lenders from time to time party thereto ("Lenders"), Highland Financial Corp., a Delaware corporation, as lead arranger for the Lender Group ("Arranger") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that the Guarantors, as applicable, shall have executed and delivered to Agent, for the benefit of the Lender Group: i) that certain General Continuing Guaranty – US Entities dated as of even date herewith (the "US Guaranty"), ii) that certain Guarantor Security Agreement dated as of even date herewith (the "Guarantor Security Agreement"), iii) that certain Guarantee dated as of even date herewith (the "Canadian Guaranty"), and iv) that certain General Security Agreement dated as of even date herewith (the "General Security Agreement"), and together with the Loan Agreement, the US Guaranty, the Guarantor Security Agreement and the Canadian Guaranty, collectively, the "Loan Documents";

WHEREAS, pursuant to the Loan Documents, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. The Obligations and the Secured Obligations, as such terms may be defined in each applicable Loan Document, together with all other obligations under any Loan Document shall hereinafter be referred to as the "Obligations". All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantor Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group pursuant to the Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Within 15 days of each calendar quarter, Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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 Loan Document 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

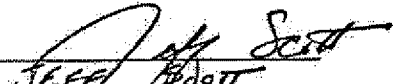
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THANE INTERNATIONAL, INC.

By: Kevin McKeon
Name: Kevin McKeon
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

NEXBANK, SSB, as Agent

By: 
Name: JEFF SCOTT
Title: VP Agency Services

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Trademark Security Agreement

TRADEMARK
REEL: 003449 FRAME: 0796

EXECUTION COPY

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

Owned Trademarks and service marks:

US Trademarks:

Thane International, Inc.

	Serial Number	Reg. Number	Word Mark	Live/Dead
1	78540176		SLIM'N LIFT	LIVE*
2	78909549		TRUE COVER SETS YOU FREE	LIVE
3	78909545		REVEAL YOUR TRUE BEAUTY	LIVE
4	78909541		THE TRUE COVER DIFFERENCE	LIVE
5	78909536		TRUE COVER'S GOT IT COVERED	LIVE
6	78909531		SWIRL GLIDE AND GLOW	LIVE
7	78909524		LOOK FLAWLESS NOT FAKE	LIVE
8	78867147		AB SHARK	LIVE
9	78860411		KLEAR ACTION	LIVE
10	78824246		TRUE COVER	LIVE
11	78641275		WHITENING LIGHT	LIVE*
12	78668990		TONE N GLIDE	LIVE
13	78548123		FORM SHAPER	LIVE
14	78906940		STEAM STYLER BY CALIFORNIA BEAUTY	LIVE
15	78533276		SUDDEN GLOW	LIVE
16	78825723		MINUTE MARINATOR	LIVE
17	78689688		AB FORM	LIVE
18	78641170		TWIST & SCULPT	LIVE
19	78619506		AEROMAX	LIVE
20	78226616	2960887	VACQUA	LIVE
21	78175632		TRUE SLEEPER	LIVE
22	78142973	2793088	SUDDEN LIFT	LIVE
23	78139544	2818382	KLEAR ACTION	LIVE
24	78139462	2826428	STREET HEAT	LIVE
25	78114927	2787586	(Q Logo)	LIVE***

Schedule 5.21

(1)

26	78114098	2792957	JUST FOR LIPS	LIVE
27	78094187	2796043	CALIFORNIA BEAUTY AESTHETICS	LIVE
28	78058145	2701584	KRANE	LIVE
29	78057420	2744899	AGELESS WONDERS	LIVE
30	76557080	2987867	TRUE SLUMBER	LIVE
31	76473117	2912071	TRUE SLEEP	LIVE
32	76372354	2642857	LE PRESSE	LIVE
33	76334099	2731346	THANE FITNESS	LIVE
34	76322949	2773051	(Thane Logo)	LIVE
35	76024479	2576821	LE SPRAY	LIVE
36	76000310	2700837	YOUTH COCKTAIL	LIVE
37	75836588	2434918	THANE FITNESS	LIVE
38	75836070	2452131	THANE FITNESS	LIVE
39	75764154	2871939	CALIFORNIA BEAUTY	LIVE
40	75711127	2750697	GOOD VIBRATIONS	LIVE
41	75621110	2439148	MAKING FITNESS FUN!	LIVE
42	75500469	2470041	SUPER FAT BLASTER	LIVE
43	75421582	2282132	CALIFORNIA BEAUTY	LIVE
44	74022161	1653314	PLAY THE GUITAR OVERNIGHT	LIVE
45	76313544	2660760	IRON INK	LIVE
46	76302423	2705325	THE MICROSKILLET	LIVE
47	76235560	2595903	THE BLD GRILL	LIVE
48	76221469	2560401	FLAVORWAVE OVEN	LIVE
49	76221241	2580251	WRAPSTER	LIVE
50	76154097	2560345	THUNDER STICK MIXER	LIVE
51	75779809	2368626	WONDER STEAMER	
52	74455193	1899728	PLAY THE HARMONICA OVERNIGHT	LIVE
53	74098454	1655438	PLAY THE PIANO OVERNIGHT	LIVE
54	76333858	2694976	CAPS (logo)	LIVE
55	78888286		MARIMATE	LIVE**
56	74725221	2375557	AROMA SLIM	LIVE
57	76333683	2666061	GREAT INVENTIONS INTO THREE DIMENSIONS!	LIVE

* Trademark Office may oppose registration due to descriptiveness.

** Applicant's name needs to be corrected.

*** Ownership of the Q Grill trademarks is the subject of *RKS Design International v. Thane International, Inc.* (See Schedule 5.10). Thane International, Inc. and its affiliates discontinued ordering new units of the Q Grill as of December 31, 2005, although pursuant to wind down rights sales of Q Grills and Q Grills' parts from inventory were allowed after December 31, 2005.

Canadian Trademarks:

Thane International, Inc.

1	SUDDEN GLOW, Formalized, 1318383
2	TRUE COVER, Formalized, 1318220
3	Q GRILL, Default - Searched, 1238701 ***
4	WHITENING LIGHT, Advertised, 1261564
5	FLAVORWAVE OVEN, Formalized, 1313510
6	SWIVEL SWEEPER, Advertised, 1285099
7	WHITENING LIGHT SMILE, Searched, 1258133
8	THANE, Registered, 1109813, TMA617906
9	THANE FITNESS, Registered, 1107274, TMA604623
10	CALIFORNIA BEAUTY, Registered, 1107273, TMA616263
11	VO H2O & DESIGN, Formalized, 1305493
12	H2O VAC, Searched, 1258134
13	AEROMAX, Allowed, 1258132
14	SWIM'N LIFT, Allowed, 1252757
15	KLEAR ACTIV, Allowed, 1252448
16	SLIM'N LIFT, Registered, 1243569, TMA665756
17	KLEAR ACTIV, Registered, 1213676, TMA644028
18	Circle segment Design, Registered, 1203185, TMA637849
19	Q, Registered, 1186091, TMA636201 ***

*** Ownership of the Q Grill trademarks is the subject of *RKS Design International v. Thane International, Inc.* (See Schedule 5.10). Thane International, Inc. and its affiliates discontinued ordering new units of the Q Grill as of December 31, 2005, although pursuant to wind down rights sales of Q Grills and Q Grills' parts from inventory were allowed after December 31, 2005.

CTM Trademarks:

Thane International, Inc.

1	AGELESS WONDERS, Registration published , 002177517
2	CALIFORNIA BEAUTY, Registration published , 002177699
3	KRANE PRODUCTS, Registration published , 002177137
4	ORBITREK Registration published , 002116390

5	THANE Registration published , 002295327
6	THANE FITNESS Registration published , 002177327

Thane Direct Company

1	SWIVEL SWEEPER (logo), Formalities pending, 005336128
2	SWIVEL SWEEPER (logo), Application accepted , 005336111
3	TRUE COVER, Application accepted , 005380167
4	SUDDEN GLOW, Application accepted, 005380159
5	SLIM 'N LIFT, Application accepted, 005380134

Thane Direct Canada, Inc.

1	SWIVEL SWEEPER 00451744*
2	KLEAR ACTIV 003763471 †

* This mark has been approved for registration in classes 9 and 41, but denied in class 7 by the Board of appeals of the European trademark office.

† Claiming that there is a confusing similarity between "Klear Activ" and Guthy-Renker's trademark "Proactiv," Guthy-Renker Corporation has filed an opposition to Thane Direct, Inc.'s CTM application. This filing may or may not be considered by the CTM Office.

Various International Trademarks:

UK Trademarks

Thane Direct Company

1	SWIVEL SWEEPER (logo), Advertised, 2417363A
2	SWIVEL SWEEPER (logo), Application accepted , 2417363B
3	SLIM 'N LIFT, Application accepted, E5380134

Germany Trademarks

Thane International, Inc.

1	ORBITREK, Registration 39933152
2	ORBITREK (logo), Registration 39958712

Hong Kong

Thane International, Inc.

1	BODY VIBES, Registration 2000B10592
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Japan

Thane International, Inc.

1	SLIM 'N LIFT, Registration 4898243
Thane Direct Canada, Inc. (To be assigned to Thane Direct Company.)	
1	SWIVEL SWEEPER T2006-4126*

* The Trademark office is opposing this registration based on its claim that the mark is too descriptive.

Spain

Thane International, Inc.

1	ORBITREK, Registration 2224842
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Czech Republic

Thane International, Inc.

1	THANE, Registration 242364
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Kuwait

Thane International, Inc.

1	Thane Fitness (logo), Registration 51200
2	Thane Housewares (logo), Registration 51201

Trademark Licenses

The Subsidiaries have many license agreements that are dormant or otherwise immaterial to the Subsidiaries' business. The list below sets forth written licenses¹ through which the Subsidiaries derive their rights to market or use the underlying intellectual property for the twenty top products² sold by the Subsidiaries.

PRODUCT	GRANTORS LICENSE INFORMATION
Swivel Sweeper	Thane Direct Company has the right to market the "Swivel Sweeper," in certain territories outside the United States pursuant to its (1) Exclusive Marketing Agreement with Ontel Products Corporation, dated April 5, 2005, as amended on October 26, 2005 and December 15, 2005; and (2) Assignment Agreement with TV Products (HK) LTD., dated April 5, 2005. Ontel Products Corporation derives its rights in the Product pursuant to a licensing agreement with the Product Owner/Inventor, Bryan Kaleta, dated May 19, 2004.
Magic Bullet	Thane Direct, Inc has the right to market the "Magic Bullet" in certain territories outside the United States pursuant to its Exclusive Manufacturing and Marketing Agreement with Homeland Housewares LLC, dated May 19, 2004.
Orbitrek Platinum X	Thane International, Inc. has this Product manufactured pursuant to its Manufacturing Agreement with TV Products (HK) Ltd., dated September 26, 2000, as amended effective on September 1, 2006. Pursuant to the Settlement Agreement by Hupa International, Inc. et. al and Thane International, Inc. et al. entered into as of January 1, 2004, Thane International, Inc and its affiliates have a world-wide, royalty free, non-transferable, and non-exclusive license to manufacture the Orbitrek elliptical glider. Pursuant to the Settlement and License Agreement between Icon Health & Fitness, Inc. and Thane International, Inc. effective as of December 6, 2002, Thane has the non-exclusive license to use the following patents owned by Icon in the United States (US Patent No. 5,203,826 and Re. 34,378) in exchange for a royalty.
Flavorwave Deluxe	Thane International, Inc. has the right to market this product pursuant to the Exclusive Marketing Agreement with Morning Electronics Co., Ltd., effective November 22, 2002, as amended on December 4, 2003 and assigned on January 1, 2005.
Vacqua (H2O Vac)	Thane International, Inc. has the right to market this product pursuant to its Exclusive Marketing Agreement with South Asia International (HK), Ltd., effective January 20, 2004, as amended on April 24, 2006. (US Patent Nos 29/189,891 and 60/525399 are referenced.)
Klear Action – Whitening Light	Thane International, Inc. has the right to market this product pursuant to the manufacturing and Marketing Agreement with Dentovations, Inc., effective May 1, 2006, as amended effective May 1, 2006.
Ab Revolutionizer	Thane Direct, Inc has the right to manufacture and market this product for sale outside the United States pursuant to its License Agreement with Exerciting, LLC, dated May 22, 2003, as amended effective May 22, 2003, February 13, 2004 and April 1, 2004.
Klear Action – Acne	The Klear Action Acne line is a proprietary line. Thane International, Inc. contracted with Cosmetic Technologies, effective August 5, 2003 to develop a non-Benzoyl Peroxide version of the product, which would be licensed to Thane for worldwide distribution and the ownership of the formula would be transferred to Thane upon Thane purchasing 50,000 units of the product.

¹ This list includes licenses for patents and copyrights.

² Based on consolidated revenue for the year ended March 31, 2006. List also includes products appearing in the top twenty through September 2006.

Form Shaper	Thane Direct Company and Thane International, Inc. have the right to market this product pursuant to their Exclusive Manufacture and Marketing Agreement with Design Technologies Inc., effective November 17, 2004, as amended on March 17, 2006 and August 15, 2006. (US patent pending 09/949,544 referenced.)
Ab Swing	Thane Direct, Inc. and Thane International, Inc. have the rights to market this product outside the United States pursuant to the Restated Exclusive International Marketing Agreement with DCD, Inc., effective October 23, 2003, as amended on June 25, 2004 and as assigned to Concepts to Retail LLC.
Table Mate	Thane Direct Company has the right to market this product in certain territories outside the United States and Canada pursuant to its Exclusive Marketing Agreement with Table Mate USA LLC, effective as of February 21, 2006. Table Mate USA LLC derives its rights in this product pursuant to an exclusive license agreement with Ino-Products, Inc. dated October 27, 2004. Ino-Products, Inc has also granted Thane Direct Company a direct license for IP related to this product in Ino-Product's name in the UK, a territory which has now been sub-licensed to Thane Direct Company.
Rapid White	Thane Direct, Inc. has the right to market this product pursuant to an Exclusive Marketing Agreement with Natural White (a division of Lornamead Brands, Inc.), effective as of December 17, 2003 and as amended June 10, 2004.