

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ronco Acquisition Corporation		08/09/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Kallina Corporation
<b>Street Address:</b>	335 Madison Ave., 10th Floor
<b>Internal Address:</b>	c/o Laurus Capital Management, LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2736185	FLIP-IT
Registration Number:	1964838	FORMULA NUMBER 9
Registration Number:	1808729	GLH
Registration Number:	1770493	INCREDIBLE INVENTIONS
Registration Number:	2998504	MINDVISION
Registration Number:	1987453	POCKET FISHERMAN
Registration Number:	2014088	POPEIL
Registration Number:	1893534	POPEIL
Registration Number:	2517731	RONCO ROTISSERIE
Registration Number:	2476736	SHOWTIME
Registration Number:	2330571	TRIMCOMB
Serial Number:	78861195	BUT WAIT...THERE'S MORE
Serial Number:	78974944	CHEF N' GO RONCO MULTIFUNCTIONAL COOKER

**CH \$540.00 2736185**

Serial Number:	78861354	DIAL-O-MATIC
Serial Number:	78708483	MINDVISION
Serial Number:	74472728	POCKET FISHERMAN
Serial Number:	76391694	RON POPEIL FLIPPER
Serial Number:	78861350	RONCO
Serial Number:	77032560	SET IT AND FORGET IT
Serial Number:	78861353	SIX STAR+
Serial Number:	78864982	VEG-O-MATIC

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 306816
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/07/2007

**Total Attachments: 18**  
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of August 9, 2007, is made by RONCO ACQUISITION CORPORATION, a Delaware corporation ("Grantor"), in favor of KALLINA CORPORATION ("Kallina").

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, various subsidiaries of Grantor and Kallina (as from time to time amended, restated, supplemented and/or otherwise modified, the "Security Agreement"), Kallina has agreed to provide financial accommodations to the Grantor;

WHEREAS, Kallina is willing to enter into the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Kallina this 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, Grantor hereby agrees as follows:

Section 1      **DEFINED TERMS.**

(a)      When used herein the following terms shall have the following meanings:

"Copyrights" means all works capable of copyright under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements relating to any Copyright, including agreements providing the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, and whether Grantor is named as licensor, licensee or otherwise.

"General Intangibles" shall have the meaning provided thereto in Section 9-102 of the UCC, as amended, restated or otherwise modified from time to time.

"IP Licenses" shall mean Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other county and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Patent Licenses" means all agreements, whether written or oral, relating to any Patent, including agreements providing for the grant by or to Grantor of any right to manufacture, use or

sell any invention covered in whole or in part by a Patent, and whether Grantor is named as licensor, licensee or otherwise.

**“Scheduled Copyrights”** means those Copyrights and Copyright Licenses listed on Schedule III hereto.

**“Scheduled Patents”** means those Patents and Patent Licenses listed on Schedule I hereto.

**“Scheduled Trademarks”** means those Trademarks and Trademark Licenses listed on Schedule II hereto.

**“Trademarks”** means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

**“Trademark Licenses”** means, collectively, each agreement, whether written or oral, relating to any Trademark, including agreements providing for the grant by or to Grantor of any right to use any Trademark, and whether Grantor is named as licensor, licensee or otherwise.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2 **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**. To secure the complete and timely payment of all the Obligations of the Grantor now or hereafter existing from time to time, Grantor hereby grants to Kallina a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **“Collateral”**):

(a) all of its Patents and Patent Licenses to which it is a party including the Scheduled Patents;

(b) all of its Trademarks and Trademark Licenses to which it is a party including the Scheduled Trademarks;

(c) all of its Copyrights and Copyright Licenses to which it is a party including the Scheduled Copyrights;

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

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3 REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) With respect to the Scheduled Copyrights, Scheduled Patents and Scheduled Trademarks, to the best of Grantor's knowledge, Grantor is the sole owner thereof and has the right to use the Scheduled Copyrights, Scheduled Patents and Scheduled Trademarks free and clear of all liens or other encumbrances.

(b) With respect to Copyrights, Patents, Trademarks and IP Licenses acquired or entered into after the Closing Date:

(i) Grantor either is the owner of the Patents, Trademarks and Copyrights, or has the right to use the Patents, Trademarks and Copyrights, free and clear of all liens or other encumbrances.

(ii) Each of the Patents, Trademarks and Copyrights is valid and enforceable, and there is no claim that the use of any of them violates the rights of any third party.

(iii) Each of the Patents, Trademarks and Copyrights is valid and enforceable, and there is no claim that the use of any of them violates the rights of any third party.

(iv) The IP Licenses are in full force and effect, and such Grantor is not in breach or default under any of the IP Leases.

(c) This Agreement is effective to create a valid and continuing first priority lien on and perfected security interests in favor of Kallina in all of Grantor's Patents, Trademarks, Copyrights and IP Licenses and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor.

(d) Upon the filing of (i) appropriate financing statements, all action necessary or desirable to protect and perfect Kallina's first priority lien on Grantor's Patents, Trademarks and IP Licenses shall have been duly taken and (ii) the security interest in the Copyrights with the Copyright Office, all action necessary or desirable to protect and perfect Kallina's first priority lien on Grantor's Copyrights shall have been duly taken.

Section 4 COVENANTS. Grantor covenants and agrees with Kallina that from and after the date of this Agreement:

(a) Grantor shall notify Kallina immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of or right to use any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Kallina prior written notice thereof, and, upon request of Kallina, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Kallina) to evidence Kallina's lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Kallina to continue to use all Trademarks (and all trademarks owned by a third party and subject to a Trademark License) and maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, misappropriated or diluted by a third party, Grantor shall notify Kallina promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Kallina shall deem appropriate under the circumstances to protect such Collateral.

Section 5 SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Kallina by Grantor pursuant to the Security Agreement. Grantor and Kallina hereby acknowledges and affirms that the rights and remedies of Kallina with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6 REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any

creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7 EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery hereof, Grantor (a) shall execute and deliver to Kallina, in the form of Exhibit A hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Section 5 hereof and (b) shall execute and deliver to Kallina, in the form of Exhibit B hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Copyrights pursuant to Section 5 hereof.

Section 8 INDEMNIFICATION. (a) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and Grantor hereby indemnifies and holds Kallina harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (b) In any suit, proceeding or action brought by Kallina under any IP License for any sum owing thereunder, or to enforce any provisions of such IP License, Grantor will indemnify and keep Kallina harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Kallina.

Section 9 NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 10 TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon indefeasible payment in full in cash of all Obligations and irrevocable termination of the Security Agreement.

[Signature Page to Follow]

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

**RONCO ACQUISITION CORPORATION**

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

ACCEPTED AND ACKNOWLEDGED BY:

**KALLINA CORPORATION**

By: Laurus Capital Management, LLC,  
its investment manager

By: \_\_\_\_\_  
Name: **David Grin**  
Title: **Director**



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

**RONCO ACQUISITION CORPORATION**

By: George Kase  
Name: George Kase  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**KALLINA CORPORATION**

By: Laurus Capital Management, LLC,  
its investment manager

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

STATE OF California,  
COUNTY OF Los Angeles ) ss:

On the 9<sup>th</sup> day of August, 2007, before me personally came GEORGE KASE to me known, who being by me duly sworn, did depose and say s/he is the SECRETARY of Ronco Acquisition Corporation, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

My Commission Expires: Dec. 23, 2008



**SCHEDULE I**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS**

<b>Patent Title</b>	<b>Inventor(s)</b>	<b>Jurisd.</b>	<b>Date Patent Issued</b>	<b>Patent No.</b>
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/24/1998	5,731,012
Thrust bearing to be used in a contaminated environment	Backus and Popeil	U.S.	8/28/2001	6,280,092
Multi-Shaped Ravioli Maker	Backus and Popeil	U.S.	2/23/1998	5,720,991
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	South Korea	2/8/2002	327,814
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	EPO	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Germany	1/19/2000	69,422,658
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Italy	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.K.	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/16/1999	RE36147
Measuring Cup for Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/28/1994	5,324,185
Baldness Cosmetic and Method of Application	Pond, Backus and Popeil	U.S.	8/20/2002	6,436,380
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	1/9/2001	6,170,390
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	11/7/2000	6,142,064
Convenient Food Supporting Vessel for Use on a Rotisserie Cooking Spit	Backus and Popeil	U.S.	1/16/2001	6,173,645
Spit Rod Assembly	Backus and Popeil	U.S.	6/26/2001	6,250,214
Rotisserie Cooking Oven	Backus and Popeil	U.S.	7/23/2002	6,422,136
Spit Basket for Rotisserie Oven	Backus and Popeil	U.S.	7/3/2001	6,253,665
Dual Spit Rotisserie Assembly <sup>7</sup> and Method of Cooking Therewith	Backus and Popeil	U.S.	6/5/2001	6,240,838
Rotisserie Oven Having Tracks for Loading a Spit Assembly	Backus and Popeil	U.S.	5/28/2002	6,393,972
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	12/9/2003	6,658,991
Rotisserie Oven Having a Heat Shield	Backus and Popeil	U.S.	12/18/2001	6,330,855
Rotisserie Oven Having a Shaped Food Basket	Backus and Popeil	U.S.	9/17/2002	6,450,087
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	5/1/2004	6,743,007
Food Injection Device	Backus and Popeil	U.S.	6/17/2003	6,578,470
Rotisserie and Spit Assembly	Backus and Popeil	U.S.	5/27/2003	6,568,315
Spit Rod Assembly for Rotisserie Oven	Backus and Popeil	U.S.	6/25/2002	6,408,742

Rotisserie Spit Attachment	Backus and Popeil	U.S.	5/27/2003	6,568,316
Horizontal Rotisserie Oven	Backus and Popeil	U.S.	6/1/2004	6,742,445
Spit Assembly for Rotisserie Oven	Backus and Popeil	U.S.	3/25/2003	6,536,334
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,806
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,805
Food Cutting Apparatus	Backus and Popeil	U.S.	8/14/1990	4,948,106
Food Cutting Apparatus	Backus and Popeil	U.S.	2/28/1989	4,807,862
Baldness Cosmetic and Method of Application	Kenneth Pond, Popeil and Backus	U.S.	11/9/2004	6,814,957
Food Injection Device	Backus and Popeil	U.S.	1/11/2005	6,840,161
Rotisserie Cooker	Backus and Popeil	U.S.	4/5/2005	6,874,408
Food Cooking Rotisserie	Backus and Popeil	U.S.	1/4/2005	6,837,150
Barbeque Grill Spit Assembly	Backus and Popeil	Australia	1/20/2005	777,121
Barbeque Grill Spit Assembly	Backus and Popeil	South Korea	5/26/2005	493,601
Device to lift, move and flip foods	Backus and Popeil	U.S.	6/27/2006	7,065,883
Vented countertop rotisserie oven	Backus and Popeil	U.S.	4/4/2006	7,021,203
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Kathryn Popeil	U.S.	11/21/2006	7,138,609
Pasta, pastry, cookie, and hors d'oeuvre maker	Backus and Popeil	U.S.	12/26/2006	7,153,120
Countertop rotisserie over with warning unit	Backus and Popeil	U.S.	6/5/2007	7,225,729
Spit Assembly Support Base	Backus and Popeil	U.S.	6/5/2007	7,225,730
Enclosed rotisserie with added convenience	Backus and Popeil	U.S.	1/24/2006	6,988,445
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	4/4/2006	7,021,204
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/6/95	5,421,713
Device for injection of solid material into foods device	Backus and Popeil	Spain	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	Italy	3/22/2006	3443BE2006
Device for injection of solid material into foods device	Backus and Popeil	Germany	3/22/2006	60210005.4
Device for injection of solid material into foods device	Backus and Popeil	UK	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	France	3/22/2006	1269861
Rotisserie Oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Lauren Popeil	U.S.	11/15/2005	6965095
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	5/11/2005	122,889

## II. PATENT APPLICATIONS

Patent Title	Inventor(s)	Jurisd.	Patent No.	Publication/ App No.
Food Cooking basket for a rotisserie oven	Backus and Popeil	U.S.		20070145061
Method of using a device to lift, move and flip foods	Backus and Popeil	U.S.		20070101585
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20070034621
Countertop rotisserie oven with warming unit	Backus and Popeil	U.S.	7,225,729	20060144250
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.		20060144248
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081595
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081594
Spit assembly support base	Backus and Popeil	U.S.	7,225,730	20050284306
Food cooking apparatus with detachable components	Backus and Popeil	U.S.		20050056633
Device to inject foods with solid objects	Backus and Popeil	U.S.		20040194644
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	7,021,204	20040144260
Enclosed rotisserie with added convenience (rotisserie oven including gloves and method of using the gloves)	Backus and Popeil	U.S.		10/286,621
Rotisserie cooker	Backus and Popeil	U.S.		11/367,831
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.		11/613,878
Simplified Device to Quickly Cook Food	Backus and Popeil	U.S.		11/735,905
Food Injection Device	Backus and Popeil	Canada		2423987
Device to Lift, Move and Flip Foods	Backus and Popeil	EPO		03090217.5
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Japan		2007-532328
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Canada		2580789
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Mexico		MX/a/2007/003254
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	South Korea		10-2007-7009071
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	China		200580038583.6
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	EPO		05783433.5

**SCHEDULE II**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARKS**

	MARK	DOCKET NO. (JMBM)	MARK TRUE CLASS	SERIAL NO./ REG. NO.	FILED/ ISSUED	OWNER/ REGISTRANT	STATUS
1.	BUT WAIT . . . THERE'S MORE	1030 UNITED STATES	TM/SM 16, 21, 35	78/861195	4/13/06	Ronco Corporation	PENDING
2.	CHEF N' GO RONCO MULTIFUNCTIONAL COOKER	1041 UNITED STATES	TM 11	78/974,944	09/14/2006	Ronco Corporation	PENDING
3.	CHEF N' GO	1040 UNITED STATES	MULTICLASS		UNFILED		UNFILED
4.	COOKING AT HOME	1036 UNITED STATES	MULTICLASS		UNFILED		UNFILED
5.	DIAL-O-MATIC	1033 UNITED STATES	TM 7	78/8611354	4/13/06	Ronco Corporation	PENDING
6.	FLIP-IT	1001 UNITED STATES	TM 21	76/391695 2736185	04/04/2002 02/15/2003	Ronco Marketing Corp	REGISTERED
7.	FORMULA NUMBER 9	1002 UNITED STATES	TM 03	74/307417 1964838	08/24/1992 04/02/1996	Ronco Marketing Corp	REGISTERED
	GLH	1003 BENELUX	TM 03,05	1063910 763346	10/13/2004 03/10/2005	Ronco Inventions, LLC	REGISTERED
	GLH	1004 CANADA	TM 03	717458 472381	11/23/1992 03/11/1997	Ronco Hair Products, Inc.	REGISTERED
	GLH	1005 FRANCE	TM 03	93/465533 93456533	02/23/1993 02/23/1993	Ronco Hair Products, Inc.	REGISTERED
	GLH	1006 ITALY	TM 03	RM93C000506 659437	02/19/1993 10/03/1993	Ronco Hair Products, Inc.	REGISTERED
	GLH	1007 KOREA	TM N 12	03-5713 285622	02/24/1993 02/21/1994	Ronco Hair Products, Inc.	REGISTERED
	GLH	1008 MEXICO	TM 03	157110 519430	12/16/1992 03/26/1996	Ronco Hair Products, Inc.	REGISTERED
8.	GLH	1009 UNITED STATES	TM 03	74/307418 1808729	08/24/1992 12/07/1993	Ronco Marketing Corp	REGISTERED
	GLH FORMULA NUMBER 9 BY POPEIL	1010 GERMANY	TM 03	R53542/Wz 2056289	02/16/1993 02/08/1994	Ronco Hair Products, Inc.	REGISTERED
9.	INCREDIBLE INVENTIONS	1011 UNITED STATES	SM 41	74/128771 1770493	01/08/1991 05/11/1994	Ronco Marketing Corp	REGISTERED
10.	MINDVISION	1029 UNITED STATES	TM 09	78/708483	09/07/05	Ronco, Inc.	ALLOWED
11.	MINDVISION	1026 UNITED STATES	TM 09	75/399369 2998504	12/03/97 09/20/05	Ronco, Inventions, LLC	REGISTERED
12.	POCKET	67007	TM 28	74/472728	12/23/1993	Ronco	ABANDONED

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POWER OF ATTORNEY - PATENTS

25.	FISHERMAN	UNITED STATES		1987453	07/16/1996	Marketing Corp	
13.	POLAR BEAR	67006 UNITED STATES	MULTICLASS		UNFILED		UNFILED
14.	POPEIL	1013 UNITED STATES	TM 28	74/472726 2014088	12/23/1993 11/05/1996	Ronco Marketing Corp	REGISTERED
15.	POPEIL	1014 UNITED STATES	TM 07	74/368748 1893534	05/09/1995 05/09/1995	Ronco Marketing Cord	REGISTERED
	POPEIL	1015 CANADA	TM 07	725075 476182	03/19/1993 05/13/1997	Popeil Pasta Products, Inc.	REGISTERED
	POPEIL	1016 FRANCE	TM 07,21	94/532664 94532664	08/11/1994 08/11/1994	Popeil Pasta Products, Inc.	REGISTERED
	POPEIL	1017 GERMANY	TM 07	R55249/7Wz 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
	POPEIL'S	1018 FRANCE	TM 07,21	93/459748 93459748	03/16/1993 10/01/1993	Ronco, Inc.	REGISTERED
	POPEIL'S	1019 GERMANY	TM 07,11	R55249/7wZ 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
	POPEIL'S	1020 ITALY	TM 07,21	M93C002300 668390	03/30/1993 02/01/1996	Ronco, Inc.	REGISTERED
	POPEIL'S	1021 KOREA	TM 07, 11	93-8414 291828	03/17/1993 06/17/1994	Ronco, Inc.	REGISTERED
	POPEIL'S	1022 MEXICO	TM 07	164722 457666	03/31/1993 04/19/1994	Ronco, Inc.	REGISTERED
16.	RON FLIPPER	POPEIL, 1023 UNITED STATES	TM 21	76/391694	04/04/2002 ITU	Ronco Marketing Corp	ALLOWED
17.	RONCO	1031 UNITED STATES	TM/SM 03, 07, 08, 09, 11, 16, 18, 19, 21, 28, 30, 35	78/8611350	04/13/2006	Ronco Corporation	PENDING
18.	RONCO (Design)	1038	MULTICLASS		UNFILED		UNFILED
19.	RONCO ROTISSERIE	1024 UNITED STATES	TM 11	75/399370 2517731	12/03/1997 12/11/2001	Ronco Marketing Corp	REGISTERED
	SET IT AND FORGET IT	1037 EUROPEAN COMMUNITY	08, 11, 21	4699261 004699261	11/03/2005 10/23/06	Popeil Inventions, Inc.	REGISTERED
20.	SET IT AND FORGET IT	1036 UNITED STATES	TM 11	77/032560	10/30/2006	Ronco Corporation	PENDING
21.	SHOWTIME	1027 UNITED STATES	TM 11	75/980361 2476736	06/10/98 08/07/2001	Ronco Marketing Corp	REGISTERED
22.	SIX STAR+	1032 UNITED STATES	TM 08	78/861353	04/13/2006	Ronco Corporation	PENDING
23.	TRIMCOMB	1025 UNITED STATES	TM 21	75/314732 2330571	06/25/1997 03/21/2000	Ronco Marketing Corp	ABANDONED
24.	VEG-O-MATIC	1034 UNITED STATES	TM 07, 08, 21	78/864982	04/19/2006	Ronco Marketing Corp	PUBLISHED

**SCHEDULE III**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS**

<b>Asset #</b>	<b>Title of Work</b>	<b>Registration Number</b>	<b>Description of Asset</b>
1	N/A	Unregistered	Copyrights for Showtime Infomercial (all versions)
2	N/A	Unregistered	Copyrights for Six Star* Infomercial (all versions)
3	N/A	Unregistered	Copyrights for Popeil Pasta Maker Infomercial (all versions)
4	N/A	Unregistered	Copyrights for Food Dehydrator Infomercial (all versions)
5	N/A	Unregistered	Copyrights for GLH Infomercial (all versions)
6	N/A	Unregistered	Copyrights for Pocket Fisherman Infomercial (all versions)
7	N/A	Unregistered	Copyrights for all instructional videos including Pasta Maker, Showtime Rotisseries (all versions), and GLH
8	Showtime Rotisserie & BBQ	VA-999-140	Drawings & instructions
9	Showtime Rotisserie & BBA instructions & recipes	VA-999-237	Drawings & instructions
10	Showtime rotisserie & BBQ	VA-1-072-728	Assembly instructions with drawings and text
11	Showtime rotisserie & BBQ	VA-1-073-111	Assembly instructions with drawings and text
12	Showtime rotisserie & BBQ	VA-1-073-207	Adaptation of design and additional artistic work and text



EXHIBIT A

SPECIAL POWER OF ATTORNEY

STATE OF California  
COUNTY OF Los Angeles ss:

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245, ("Company"), pursuant to an Intellectual Property Security Agreement dated as of August 9<sup>th</sup>, 2007 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes Kallina Corporation ("Kallina"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- I. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule I of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- II. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Kallina may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: August 9<sup>th</sup>, 2007

RONCO ACQUISITION CORPORATION

By: George Rose  
Name: George Rose  
Title: Secretary

STATE OF California )  
COUNTY OF Los Angeles ) ss:

On the 9<sup>th</sup> day of August, 2007, before me personally came GEORGE KASE to me known, who being by me duly sworn, did depose and say s/he is the ~~Secretary~~ of Ronco Acquisition Corporation, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

My Commission Expires: Dec-23, 2008



POWER OF ATTORNEY - PATENTS

TRADEMARK  
REEL: 003656 FRAME: 0617

EXHIBIT B

SPECIAL POWER OF ATTORNEY

STATE OF California,  
COUNTY OF Los Angeles ss:

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Intellectual Property Security Agreement dated as of August 9, 2007 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes Kallina Corporation ("Kallina"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- I. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Copyrights listed on Schedule II of the Agreement, the copyrights which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- II. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Kallina may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

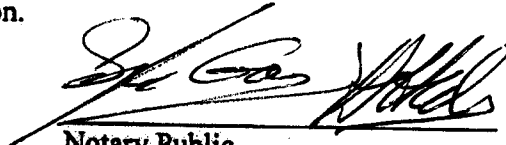
Dated: August 9<sup>th</sup>, 2007

RONCO ACQUISITION CORPORATION

By: George Kase  
Name: George Kase  
Title: Secretary

STATE OF California ,  
COUNTY OF Los Angeles ) ss:

On the 9<sup>th</sup> day of August, 2007, before me personally came GEORGE KASE to me known, who being by me duly sworn, did depose and say s/he is the Secretary of Ronco Acquisition Corporation, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

My Commission Expires: Dec. 23, 2008



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POWER OF ATTORNEY - TRADEMARKS

RECORDED: 11/07/2007

TRADEMARK  
REEL: 003656 FRAME: 0619