

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ronco Corporation		07/13/2007	CORPORATION: DELAWARE
Ronco Marketing Corporation		07/13/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ronco Acquisition Corporation
Street Address:	2121 Rosecrans Avenue
Internal Address:	Suite 2370
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78861195	BUT WAIT...THERE'S MORE
Serial Number:	78861350	RONCO
Serial Number:	78861353	SIX STAR+
Serial Number:	78974944	CHEF N' GO RONCO MULTIFUNCTIONAL COOKER
Serial Number:	78708483	MINDVISION
Serial Number:	78864982	VEG-O-MATIC
Serial Number:	78861354	DIAL-O-MATIC
Serial Number:	77032560	SET IT AND FORGET IT
Serial Number:	76391695	FLIP-IT
Serial Number:	76391694	RON POPEIL FLIPPER
Serial Number:	75980361	SHOWTIME
Serial Number:	75399370	RONCO ROTISSERIE

CH \$440.00 78861195

Serial Number:	74307417	FORMULA NUMBER 9
Serial Number:	74307418	GLH
Serial Number:	74128771	INCREDIBLE INVENTIONS
Serial Number:	74472726	POPEIL
Serial Number:	74368748	POPEIL

CORRESPONDENCE DATA

Fax Number: (213)687-0498

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

Phone: 2127872500

Email: vsapphire@cblh.com

Correspondent Name: Victor K. Sapphire, Esq.

Address Line 1: 333 South Grand Ave

Address Line 2: Suite 2300

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	70240-1
NAME OF SUBMITTER:	Victor K. Sapphire, Esq.
Signature:	/victor sapphire/
Date:	03/20/2008

Total Attachments: 10

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Execution Version

ASSET PURCHASE AGREEMENT

dated as of July 13, 2007

by and between

Ronco Acquisition Corporation

as Purchaser

and

Ronco Corporation

as Seller

and certain of its Affiliates as additional Sellers

LAI1747696.6 GOL MARLIN APA (7/11/2007)

**TRADEMARK
REEL: 003743 FRAME: 0980**

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 13, 2007 (this "Agreement"), by and among Ronco Corporation, a Delaware corporation ("Seller"), certain subsidiaries of Seller identified on the signature pages hereto (collectively with Seller, the "Sellers") and Ronco Acquisition Corporation, a Delaware corporation ("Purchaser"). (Each of Sellers and Purchaser is a "Party" and collectively they are the "Parties" to this Agreement).

WITNESSETH:

WHEREAS, Sellers, together with those Affiliates of Seller identified on Schedule 1 hereto (each such Affiliate is sometimes hereinafter referred to as a "Selling Affiliate"), own the Purchased Assets;

WHEREAS, on June 14, 2007 (the "Petition Date"), Seller and its Affiliate Ronco Marketing Corporation filed voluntary petitions for relief under chapter 11 of the United States Code in the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division, jointly administered as Case No. 07-12000 (the "Chapter 11 Cases"); and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, pursuant to sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities to the extent used in connection with or related to the Business as presently conducted, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Adjusted Current Assets Amount" means an amount equal to the Estimated Current Assets minus the Target Current Assets, which may be positive or negative. For the avoidance of doubt, if the Adjusted Current Assets Amount as calculated in the preceding sentence is negative, the amount paid by Purchaser to Seller at Closing in accordance with Section 3.3(c) shall be reduced by such difference and if such amount is positive, the amount paid by Purchaser to Seller at Closing in accordance with Section 3.3(c) shall be increased by such difference.

All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The words such as "includes" and "including" shall mean "including without limitation."

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser all of Sellers' right, title and interest in, to and under the Purchased Assets. "Purchased Assets" shall mean all assets, properties, interests and rights of Sellers, other than the Excluded Assets, as of the Closing, used or useful in connection with or related to the Business, including:

- (a) the Business as a going concern;
- (b) all leased real property described on Schedule 2.1(b) (the "Leased Real Property");
- (c) (i) all Contracts and purchase orders listed on Schedule 2.1(c) and (ii) all Contracts and purchase orders related to the Business which are made between the date hereof and Closing in accordance with the terms of this Agreement (the "Assumed Contracts");
- (d) the Purchased Intellectual Property, together with the right to sue and recover for past, present or future infringements or misappropriations thereof, and all telephone numbers assigned to Sellers;
- (e) all leases as listed on Schedule 2.1(e) (the "Assumed Leases");
- (f) all Equipment except for any equipment or tangible property held by Sellers pursuant to a lease, rental agreement, contract, license or similar arrangement (a "Rental Agreement") unless the Rental Agreement is an Assumed Contract or an Assumed Lease;
- (g) all Inventory;

(c) Upon Purchaser's acquisition of the Purchased Assets, Purchaser will be able to operate the Leased Real Property in substantially the same manner as operated by the Sellers without violating any applicable zoning, use, subdivision or similar law.

(d) To the Knowledge of Seller, neither Sellers nor any Selling Affiliate has received written notice that any of the improvements located on the Leased Real Property are not presently used and operated in compliance with all material covenants, easements and restrictions affecting such Leased Real Property.

(e) Except as indicated on Schedule 5.5, the Leased Real Property comprises all of the real property used or occupied in the operation of the Business.

5.6 Intellectual Property.

(a) Except as set forth on Schedule 5.6(a), Sellers are the sole owners of and possess all right, title and interest in and to the material Purchased Intellectual Property, free and clear of any Interests and Sellers have not granted to any Person any license, option, consent, right of first or last offer or negotiation or other rights in or to any such item.

(b) Set forth on Schedule 5.6(b) are all items of Licensed Intellectual Property used or useful in connection with or related to the Business. Except as set forth on Schedule 5.6(b), no Seller has granted any sublicense or similar right with respect to the Licensed Intellectual Property.

(c) With respect to each item that is required to be identified on Schedule 5.6(b): (i) at the Closing, to the Knowledge of Sellers, Purchaser shall hold sole and exclusive rights to all such Intellectual Property, and no other person shall have existing or contingent rights to use such Intellectual Property except with respect to software that is licensed from unaffiliated third persons; (ii) the Sellers own or possess sufficient rights in or to such item to assign to Purchaser all rights of Seller in such Intellectual Property and (iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of Seller, is threatened, as of the date hereof, that challenges the legality, validity, enforceability, registrations, use, or ownership of the item.

(d) [Reserved].

(e) The Sellers have taken all actions that they reasonably believe are necessary to maintain and protect each item of Purchased Intellectual Property. Sellers have taken reasonable measures to safeguard the confidentiality and value of all Purchased Intellectual Property comprising trade secrets or other confidential information. Except as disclosed in Schedule 5.6(e), as of the date hereof, each present or past employee, officer or consultant of the Sellers who has been involved in the development or conception of any part of any of the Purchased Intellectual Property either: (i) is a party to an agreement that, to the extent permitted by law, conveys or obligates such person to convey to Sellers any and all right, title and interest in and to all such Purchased Intellectual Property developed by such person in connection with such Person's employment with or engagement on behalf of Sellers or (ii) otherwise has by operation of law, to the extent permitted by law, vested in Sellers any and all

right, title and interest in and to all the Purchased Intellectual Property developed by such Person in connection with such person's employment with, or engagement on behalf of, Sellers.

(f) Except as set forth on Schedule 5.6(f), to the Knowledge of Seller, as of the date hereof, no Person is infringing or misappropriating, as the case may be, the Purchased Intellectual Property.

5.7 Employee Benefits.

(a) Set forth on Schedule 5.7(a) is a complete and correct list of all "employee benefit plans" as defined by Section 3(3) of ERISA (whether or not subject thereto) and all employment, consulting, retention, deferred compensation, bonus or other incentive compensation, severance or termination pay, stock purchase, stock option and other equity compensation, and all other employee benefit plans, programs or arrangements of any kind that are or were sponsored, maintained or contributed to, or required to be contributed to, by Seller or an entity which is (or at any relevant time was) a member of a "controlled group of corporations" with or under "common control" with any Seller as defined in Section 414(b) or (c) of the Code (an "ERISA Affiliate") and which provides or has provided benefits to any current or former employee or independent contractor of Seller (collectively the "Employee Plans"). Sellers have made available to Purchaser copies of the documents comprising each Employee Plan.

(b) Except as otherwise provided in Schedule 5.7(b):

(i) (A) each Employee Plan has been operated and administered in all material respects in accordance with its terms and applicable Law, including but not limited to ERISA and the Code, (B) each Employee Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS as to the qualified status of the Employee Plan and, to the Knowledge of Seller, nothing has occurred that would reasonably be expected to cause the revocation of such letter, (C) none of the Employee Plans is subject to Title IV of ERISA or is a "multiemployer plan" within the meaning of Section 3(37) of ERISA, and (iv) neither the Seller nor any ERISA Affiliate has incurred or is reasonably expected to incur any liability under Title IV or Section 302 of ERISA for which Purchaser could reasonably be expected to be liable;

(ii) none of the Employee Plans provides coverage for medical or death benefits beyond termination of service or retirement, other than pursuant to COBRA, or any similar state or local Law; and

(iii) neither the execution and delivery of this Agreement or any of the ancillary agreements by any Seller, nor the consummation of the transactions contemplated hereby or thereby (either alone or contingent upon the occurrence of any additional or subsequent events) will result in forgiveness of indebtedness or the acceleration or creation of any rights of any Transferred Employee to compensation or benefits under any Employee Plan (including the acceleration of the accrual or vesting of any benefits under any Employee Plan or the acceleration or creation of any rights under

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER

Ronco Acquisition Corporation

By: George W. Kase
Name: George W. Kase
Title: Secretary

SELLERS

Ronco Corporation

By: _____
Name:
Title:

Ronco Marketing Corporation

By: _____
Name:
Title:

Exhibits

- A Bill of Sale
- B Assignment and Assumption Agreement
- C Assignment and Assumption of Lease
- D Sale Order

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER

Ronco Acquisition Corporation

By: _____
Name:
Title:

SELLERS

Ronco Corporation

By: *John S. Reiland*
Name: John S. Reiland
Title: CEO

Ronco Marketing Corporation

By: *John S. Reiland*
Name: John S. Reiland
Title: CEO

Exhibits

- A Bill of Sale
- B Assignment and Assumption Agreement
- C Assignment and Assumption of Lease
- D Sale Order

LA11747696.4
LA11747696.5 GOL MARLIN APA (7/11/2007)

Schedule 1.1(f)
Trademarks

MARK	CPH DOCKET YOUR PREFERENCE	MARK TRUE CLASS	SERIAL NO./ REG. NO.	FILED/ ISSUED	OWNER/ REGISTRANT	STATUS	SCHEDULED/ ACTIONS
CHEF N' GO RONCO MULTIFUNCTIONAL COOKER	UNITED STATES	TM 11	78/974,944	09/14/2006	Ronco Corporation	PENDING	PUBLISHED FOR OPPOSITION 06/26/2007
FLIP-IT	48078-USA UNITED STATES	TM 21	76/391695 2736185	04/04/2002 02/15/2003	Ronco Inventions, LLC	REGISTERED	RENEWAL DUE SECTIONS 3 & 15 DUE 07/15/2013 07/15/2009
FORMULA NUMBER 9	31284-USA UNITED STATES	TM 03	74/307417 1964838	08/24/1992 04/02/1996	Ronco, Inc.	REGISTERED	RENEWAL DUE 04/02/2006
GLH	31294-BEN(A) BENELUX	TM 03,05	1063910 763346	10/13/2004 03/10/2005	Ronco Inventions, LLC	REGISTERED	RENEWAL DUE 10/13/2004
GLH	31294-CAN CANADA	TM	717458 472381	11/23/1992 03/11/1997	Ronco Hair Products, Inc.	REGISTERED	RENEWAL DUE 03/11/2012
GLH	31294-FRA FRANCE	TM 03	93/465533 93456533	02/23/1993 02/23/1993	Ronco Hair Products, Inc.	REGISTERED	RENEWAL DUE 02/23/2013
GLH	31294-KOR KOREA	TM N 12	03-5713 285622	02/24/1993 02/21/1994	Ronco Hair Products, Inc.	REGISTERED	RENEWAL DUE 02/21/2014
GLH	31294-MEX MEXICO	TM 03	157110 519430	12/16/1992 03/26/1996	Ronco Hair Products, Inc.	REGISTERED	RENEWAL DUE 12/16/2012
GLH	31294-USA UNITED STATES	TM 03	74/307418 1808729	08/24/1992 12/07/1993	Ronco Inventions, LLC	REGISTERED	RENEWAL DUE 12/07/2013
GLH FORMULA NUMBER 9 BY POPEIL	31295-GEB GERMANY	TM 03	R53542/Wz 2056289	02/16/1993 02/08/1994	Ronco Hair Products, Inc.	REGISTERED	RENEWAL DUE 02/28/2013
INCREDIBLE INVENTIONS	31283-USA UNITED STATES	SM 41	74/128771 1770493	01/08/1991 05/11/1994	Ronco, Inc.	REGISTERED	RENEWAL DUE 05/11/2013
POCKET FISHERMAN	31287-USA UNITED STATES	TM 28	74/472728 1987453	12/23/1993 07/16/1996	Ronco, Inc.	REGISTERED	RENEWAL DUE 07/16/2006
POPEIL	31288-USA UNITED STATES	TM 28	74/472726 2014088	12/23/1993 11/05/1996	Ronco, Inc.	REGISTERED	RENEWAL DUE 11/05/2006
POPEIL	31289-USA UNITED STATES	TM 07	74/368748 1893534	05/09/1995 05/09/1995	Ronco, Inc.	REGISTERED	RENEWAL DUE 05/09/2005
POPEIL	31292-CAN CANADA	TM	725075 476182	03/19/1993 05/13/1997	Popeil Pasta Products, Inc.	REGISTERED	RENEWAL DUE 05/13/2012
POPEIL	31292-FRA FRANCE	TM 07,21	94/532664 94532664	08/11/1994 08/11/1994	Popeil Pasta Products, Inc.	REGISTERED	RENEWAL DUE 08/10/2014
POPEIL	31292-GER GERMANY	TM 07	R55249/7Wz 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED	RENEWAL DUE 02/28/2014
POPEIL'S	31293-FRA FRANCE	TM 07,21	93/459748 93459748	03/16/1993 10/01/1993	Ronco, Inc.	REGISTERED	RENEWAL DUE 03/15/2013

MARK	CPH DOCKET YOUR PREFERENCE	MARK TRUE CLASS	SERIAL NO./ REG. NO.	FILED/ ISSUED	OWNER/ REGISTRANT	STATUS	SCHEDULED/ ACTIONS
POPEIL'S	31293-GER GERMANY	TM 07,11	R552497wZ 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED	RENEWAL DUE 03/31/2013
POPEIL'S	31293-ITA ITALY	TM 107,21	M93C002300 668390	03/30/1993 02/01/1996	Ronco, Inc.	REGISTERED	RENEWAL DUE 03/30/2013
POPEIL'S	31293-KOR KOREA	TM N 39	93-8414 291828	03/17/1993 06/17/1994	Ronco, Inc.	REGISTERED	FORMAL DOCUMENTS SENT 09/20/2004; FU NEXT PTO ACTION RENEWAL DUE 12/20/2005 06/17/2014
POPEIL'S	31293-MEX MEXICO	TM 107	164722 457666	03/31/1993 04/19/1994	Ronco, Inc.	REGISTERED	RENEWAL DUE 03/31/2013
RON POPEIL, FLIPPER	48079-USA UNITED STATES	TM 21	76/391694	04/04/2002 ITU	Ronco Inventions, LLC	PENDING	ACCEPTED FOR PUBLICATION
RONCO ROTISSERIE	31784-USA UNITED STATES	TM 11	75/399370 2517731	12/03/1997 12/11/2001	Ronco, Inc.	REGISTERED	RENEWAL DUE 12/11/2011 SECTIONS 3 & 15 DUE 12/11/2007
TRIMCOMB	31062-USA UNITED STATES	TM 21	75/314732 2330571	06/25/1997 03/21/2000	Ronco, Inc.	REGISTERED	RENEWAL DUE 03/21/2016 SECTIONS 3 & 15 DUE 03/21/2006
SET IT AND FORGET IT	UNITED STATES EUROPEAN UNION	TM 11 8,11, 21	77/032,560 004699261	10/30/2006 10/26/2006	Ronco Corporation Popeil Inventions, Inc.	PENDING REGISTERED	RENEWAL DUE 11/03/2015
SHOWTIME			2476736		Popeil Inventions	REGISTERED	

As well as:

Canadian Trademarks

App No.	Reg. No.	Mark	Owner	Location
1284950		YOUR SOURCE FOR CLEAN & SAFE SOLUTIONS	Ronco Disposable Products	Ontario
1284949		WE PROTECT PEOPLE, PROCESSES, AND PRODUCTS	Ronco Disposable Products	Ontario
494327	TMA289079	CLEANAIRE BY RONCO	Ronco Teleproducts	IL
366041	TMA201683	MIRACLE BROOM	Ronco Teleproducts	IL Expunged
359291	TMA194827	RONCO	Ronco Teleproducts	Ontario Expunged
358317	TMA198360	STEAM-A-WAY	Ronco Teleproducts	IL Expunged
1015079	TMA547557	SILKTEX	Ronco Disposable Products	Ontario
1015077	TNA547558	GOLD-TOUCH	Ronco Disposable Products	Ontario
344752	TMA193751	TARN AWAY	Ronco Teleproducts	IL Expunged

1015078	TMA547745	PURE-TOUCH	Ronco Disposable Products	Ontario	
358316	TMA201270	RONCO	Ronco Teleproducts	IL	Expunged
1143585	TMA618768	CLEAN & SAFE	Ronco Disposable Products	Ontario	

US Trademarks

App. No.	Reg. No.	Trademark	Status	Owner	Location
78864982		VEG-O-MATIC	Live		
78861354		DIAL-O-MATIC	Live		
78861350		RONCO	Live		
				Ronco Communications & Electronics	
78512240	3147588	R	Live	Ronco Communications & Electronics	NY
78512216	3147587	RONCO	Live	Ronco Communications & Electronics	NY
78708483		MINDVISION	Live	Ronco Inventions	CA
73099366	1063465	RONCO	Live	Ronco Foods	TN
78864982		VEG-O-MATIC	Live		
76391695	2736185	FLIP-IT	Live		
76391694		RON POPEIL FLIPPER	Live		
75980361	2476736	SHOWTIME	Live	Popeil Industries, Inc	CA
75399370	2517731	RONCO ROTISSERIE	Live	Ronco, Inc.	CA
74472726	2014088	POPEIL	Live	Ronco, Inc.	CA
74368748	1893534	POPEIL	Live	Ronco, Inc.	CA
74307418	1808729	GLH	Live	Ronco Hair Products	NV
74307417	1964838	FORMULA NUMBER 9	Live	Ronco Hair Products	NV
74128771	1770493	INCREDIBLE INVENTIONS	Live	Popeil Industries, Inc	CA