

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ronco Holdings, Inc.		01/14/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LV Administrative Services, Inc., as Agent
<b>Street Address:</b>	875 Third Avenue, 3rd 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>	10022
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3818968	CHOP-O-MATIC
Registration Number:	3455872	DIAL-O-MATIC
Registration Number:	2736185	FLIP-IT
Registration Number:	1964838	FORMULA NUMBER 9
Registration Number:	1808729	GLH
Registration Number:	3793783	GRILLWAVE
Registration Number:	1770493	INCREDIBLE INVENTIONS
Registration Number:	2998504	MINDVISION
Registration Number:	3380017	POCKET FISHERMAN
Registration Number:	1893534	POPEIL
Registration Number:	2014088	POPEIL
Registration Number:	3765519	RONCO
Registration Number:	2517731	RONCO ROTISSERIE

**CH \$515.00 3818968**

**900187678**

**TRADEMARK  
 REEL: 004507 FRAME: 0598**

Registration Number:	2476736	SHOWTIME
Registration Number:	3613959	SIX STAR+
Serial Number:	78861195	BUT WAIT...THERE'S MORE
Serial Number:	78861354	DIAL-O-MATIC
Serial Number:	77433233	RONCO
Serial Number:	77476587	SET IT AND FORGET IT
Serial Number:	78864982	VEG-O-MATIC

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	724336
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/28/2011

**Total Attachments: 28**

source=3-28-11 Ronco-TM#page1.tif  
source=3-28-11 Ronco-TM#page2.tif  
source=3-28-11 Ronco-TM#page3.tif  
source=3-28-11 Ronco-TM#page4.tif  
source=3-28-11 Ronco-TM#page5.tif  
source=3-28-11 Ronco-TM#page6.tif  
source=3-28-11 Ronco-TM#page7.tif  
source=3-28-11 Ronco-TM#page8.tif  
source=3-28-11 Ronco-TM#page9.tif  
source=3-28-11 Ronco-TM#page10.tif  
source=3-28-11 Ronco-TM#page11.tif  
source=3-28-11 Ronco-TM#page12.tif  
source=3-28-11 Ronco-TM#page13.tif  
source=3-28-11 Ronco-TM#page14.tif  
source=3-28-11 Ronco-TM#page15.tif  
source=3-28-11 Ronco-TM#page16.tif  
source=3-28-11 Ronco-TM#page17.tif  
source=3-28-11 Ronco-TM#page18.tif  
source=3-28-11 Ronco-TM#page19.tif  
source=3-28-11 Ronco-TM#page20.tif  
source=3-28-11 Ronco-TM#page21.tif  
source=3-28-11 Ronco-TM#page22.tif

source=3-28-11 Ronco-TM#page23.tif  
source=3-28-11 Ronco-TM#page24.tif  
source=3-28-11 Ronco-TM#page25.tif  
source=3-28-11 Ronco-TM#page26.tif  
source=3-28-11 Ronco-TM#page27.tif  
source=3-28-11 Ronco-TM#page28.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

RONCO HOLDINGS, INC.  
 15505 Long Vista Drive, Suite 250  
 Austin, TX 78728

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 01/14/2011

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: LV Administrative Services, Inc., us Agent

Internal \_\_\_\_\_

Address: c/o Laurus Capital Management, LLC

Street Address: 875 Third Avenue, 3rd Floor

City: New York

State: NY

Country: U.S.A.                              Zip: 10022

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Delaware  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule I to Intellectual Property Security Agreement

B. Trademark Registration No.(s)

See Schedule I to Intellectual Property Security Agreement

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Loukia Harris, Paralegal

Internal Address: c/o Loeb & Loeb LLP

Street Address: 345 Park Avenue

City: New York

State: NY                              Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

03/28/2011

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

28

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of January 14, 2011, is made by Ronco Holdings, Inc., a Delaware corporation (the "Grantor"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Creditor Parties (as defined below) (the "Agent").

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement, dated as April 15, 2008 (as amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among Ronco Acquisition, LLC (f/k/a Ronco Acquisition Corporation) ("Ronco Acquisition"), Fish Media LLC ("Fish Media"), and collectively with Ronco Acquisition, the "Companies"), Valens U.S. SPV I, LLC ("Valens U.S."), Valens Offshore SPV II, Corp. ("Valens Offshore"), the other lenders from time to time party thereto (collectively with Valens U.S. and Valens Offshore, the "Lenders") and the Agent as administrative and collateral agent for the Agent and the Lenders (the Agent and the Lenders, collectively, the "Creditor Parties"), the Lenders provided financial accommodations to the Companies and the Companies provided a security interest in all of their assets to the Agent for the benefit of the Creditor Parties.

WHEREAS, Ronco Acquisition has entered into an Asset Purchase Agreement with the Grantor, dated as of January 14, 2011 (as amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), pursuant to which Ronco Acquisition is selling substantially all of its assets to the Grantor.

WHEREAS, pursuant to the terms of the Purchase Agreement, the Grantor has executed a Secured Promissory Note, dated as of January 14, 2011, in the original principal amount of \$11,000,000 (the "Secured Note"), in favor of Ronco Acquisition and endorsed to the Lenders.

WHEREAS, as partial repayment of its Obligations (as defined in the Security Agreement) to the Creditor Parties, Ronco Acquisition has, among other things, assigned its rights (but not its obligations) under the Purchase Agreement, the Secured Note and the unsecured Promissory Note, dated as of January 14, 2011, in the original principal amount of \$10,000,000 (as amended, restated, supplemented or otherwise modified, the "Performance Note"), issued by the Grantor in favor of Ronco Acquisition and endorsed to the Lenders, to the Creditor Parties, as applicable.

WHEREAS, the Creditor Parties are willing to consent to the transactions contemplated by the Purchase Agreement only upon the condition, among others, that the Grantor shall have executed and delivered to Agent 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, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Master Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Master Security Agreement"), by and between the Grantor and the Agent.

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

"Copyrights" means all copyrights arising or protected 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 therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which the Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry;

"Obligations" shall have the meaning provided thereto in the Master Security Agreement.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which the Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Person" means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person's successors and assigns.

"Proceeds" means "proceeds", as such term is defined in the UCC.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

**“Trademarks”** means all trademarks, trade names, corporate names, business names, fictitious business names, Internet Domain Names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry.

**“Trademark Licenses”** mean all agreements pursuant to which the Grantor is licensor or licensee, granting any right to use a Trademark.

**“UCC”** shall have the meaning provided thereto in the Master Security Agreement.

(c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Master Security Agreement or the other Transaction Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

(d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

(e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Master Security Agreement, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

**Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.**

To secure the prompt payment to the Creditor Parties of the Obligations of the Grantor now or hereafter existing from time to time, the Grantor hereby pledges and grants to the Agent,

for the ratable benefit of the Creditor Parties, a continuing security interest in and Lien upon all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;

(c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;

(e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;

(f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and

(g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of the Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Agent, in addition to the representations and warranties in the Master Security Agreement and the other Transaction Documents, that:

(a) the Grantor does not own, in whole or in part, any Trademark, Patent, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto, or as otherwise acquired pursuant to the Purchase Agreement.

(b) this Agreement is effective to create a valid security interest in favor of the Agent, for the benefit of the Creditor Parties, in all of Grantor's Intellectual Property. Upon the



(i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Trademarks set forth on Schedule I hereto and the United States Patents set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements, and (iii) any action necessary to perfect Agent's Lien against any foreign registered Intellectual Property, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect the Agent's Lien on the Grantor's United States and State Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS.

The Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in the Master Security Agreement and the other Transaction Documents, that:

(a) The Grantor shall notify Agent promptly if it knows that any application or registration relating to any Intellectual Property owned by the Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding the Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property, unless the board of directors of the Grantor in the good faith exercise of its reasonable business judgment has determined that such Intellectual Property is not material to or necessary for the operation of the Grantor's business;

(b) The Grantor shall take all actions reasonably requested by the Agent to maintain and pursue each application and/or registration in respect of the Intellectual Property owned by the Grantor from time to time, including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings, unless the board of directors of the Grantor in the good faith exercise of its reasonable business judgment has determined that such Intellectual Property is not material to or necessary for the operation of the Grantor's business;

(c) In the event that any Intellectual Property owned by or exclusively licensed to the Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, the Grantor shall notify Agent promptly after the Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as the Agent shall deem appropriate under the circumstances to protect the Grantor's rights in such Intellectual Property, unless the board of directors of the Grantor in the good faith exercise of its reasonable business judgment has determined that such Intellectual Property is not material to or necessary for the operation of the Grantor's business;

(d) The Grantor shall make all reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by the Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and the Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;

(e) The Grantor shall take all reasonable steps to protect the secrecy of all trade secrets material to its business;

(f) The Grantor shall not license or sublicense any Intellectual Property to any third parties except for such licenses or sublicenses that it may grant in the ordinary course of its business;

(g) Except as permitted by the foregoing clause (f) of this Section 4, the Grantor shall not sell or assign its right to any of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) or any other Intellectual Property acquired under the Asset Purchase Agreement without the prior written consent of the Agent, except that the Grantor may grant Permitted Encumbrances; and

(h) The Grantor shall take all reasonable actions to insure that all licensees of Trademarks owned by the Grantor use consistent standards of quality as directed by the Grantor in connection with their licensed products and services.

Section 5. SECURITY AGREEMENT.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantor to the Agent, for the ratable benefit of the Creditor Parties, pursuant to the Master Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral made and granted herein are more fully set forth in the Master Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Master Security Agreement.

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 the Grantor for liquidation or reorganization, should the 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 the 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 of this Agreement, Grantor (a) shall execute and deliver to the Agent, 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 6 of the Master Security Agreement, (b) shall execute and deliver to the Agent, 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 Patents pursuant to Section 6 of the Master Security Agreement, (c) shall execute and deliver to the Agent, in the form of Exhibit C 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 6 of the Master Security Agreement, and (d) shall execute and deliver to the Agent, in the form of Exhibit D hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of any other Intellectual Property pursuant to Section 6 of the Master Security Agreement..

Section 8. INDEMNIFICATION.

The Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and the Grantor hereby indemnifies and holds the Agent and each other Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by the Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Agent and each other Creditor Party 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 of the 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 the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Agent or any other Creditor Party.

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 Master Security Agreement.

Section 10. TERMINATION OF THIS AGREEMENT.

Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Master Security Agreement and the other Transaction Documents.

Section 11. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

Ronco Holdings, Inc.

By: 

Name:  
Title: *President*

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By: \_\_\_\_\_

Name:  
Title:

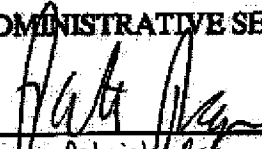
IN WITNESS WHEREOF, the Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

Ronco Holdings, Inc.

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

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By:   
Name: Patrick Regan  
Title: Authorized Signatory

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Schedule of Registered Trademarks**

<b>Trademark:</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Case No.</b>
CHOP-O-MATIC	US	3818968	13-Jul-2010	70240-00184
DIAL-O-MATIC	US	3455872	24-Jun-2008	70240-00182
FLIP-IT	US	2736185	15-Jul-2003	70240-00028
FORMULA NUMBER 9	US	1964838	02-Apr-1996	70240-00019
GLH	BX	763346	10-Mar-2005	70240-00020
GLH	CA	472381	11-Mar-1997	70240-00021
GLH	FR	93456533	23-Feb-1993	70240-00022
GLH	IT	659437	03-Oct-1995	70240-00023
GLH	KR	285622	21-Feb-1994	70240-00024
GLH	MX	519430	26-Mar-1996	70240-00025
GLH	US	1808729	07-Dec-1993	70240-00026
GLH FORMULA NUMBER 9 BY POPEIL	DE	2056289	08-Feb-1994	70240-00018
GRILLWAVE	US	3793783	25-May-2010	70240-00186
INCREDIBLE INVENTIONS	US	1770493	11-May-1993	70240-00027
MINDVISION	US	2998504	20-Sep-2005	70240-00037
POCKET FISHERMAN	US	3380017	12-Feb-2008	70240-0000A
POPEIL	CA	476182	13-May-1997	70240-00034
POPEIL	DE	2092996	15-Mar-1995	70240-00032
POPEIL	FR	94532664	11-Aug-1994	70240-00033
POPEIL	US	1893534	09-May-1995	70240-00035
POPEIL	US	2014088	05-Nov-1996	70240-00036
POPEIL'S	DE	2063003	22-Apr-1994	70240-00030
POPEIL'S	FR	93459748	01-Oct-1993	70240-00031
POPEIL'S	IT	668390	01-Feb-1996	70240-00029
POPEIL'S	KR	291828	17-Jun-1994	70240-00010
POPEIL'S	MX	457666	19-Apr-1994	70240-00009
RONCO	EM	8345605	03-May-2010	70240-00211
RONCO	US	3765519	23-Mar-2010	70240-00015
RONCO ROTISSERIE	US	2517731	11-Dec-2001	70240-00003
SET IT AND FORGET IT	EM	004699261	26-Oct-2006	70240-00007
SHOWTIME	US	2476736	07-Aug-2001	70240-00004
SIX STAR +	US	3613959	28-Apr-2009	70240-00017

### Schedule of Pending Trademark Applications

<b>Trademark:</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Case No.</b>
BUT WAIT...THERE'S MORE...	US	78/861195	13-Apr-2006	70240-00011
DIAL-O-MATIC	US	78/861354	13-Apr-2006	70240-00005
RONCO	CA	1433169	01-Apr-2009	70240-00213
RONCO & Design	US	77/433233	27-Mar-2008	70240-00129
SET IT AND FORGET IT	US	77/476587	16-May-2008	70240-00183
VEG-O-MATIC	US	78/864982	19-Apr-2006	70240-00006



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

**Schedule of Issued Patents**

<b>Patent Title</b>	<b>Country</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Case No.</b>
APPARATUS TO RECORD EPIDERMAL TOPOGRAPHY	US	5195145	16-Mar-1993	70240-00149
BALDNESS COSMETIC AND METHOD OF APPLICATION	US	6814957	09-Nov-2004	70240-00050
BALDNESS COSMETIC AND METHOD OF APPLICATION	US	6436380	20-Aug-2002	70240-00121
BARBEQUE GRILL SPIT ASSEMBLY	US	6658991	09-Dec-2003	70240-00061
CONVENIENT FOOD SUPPORTING VESSEL FOR USE ON A ROTISSERIE COOKING SPIT	US	6173645	16-Jan-2001	70240-00046
COUNTERTOP ROTISSERIE OVEN WITH WARMING UNIT	US	7225729	05-Jun-2007	70240-00110
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS	EP	1269861	22-Mar-2006	70240-00141
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	DE	60210005.4	22-Mar-2006	70240-00139
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	ES	1269861	22-Mar-2006	70240-00126
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	FR	1269861	22-Mar-2006	70240-00137
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	GB	1269861	22-Mar-2006	70240-00138
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	IT	3443BE2006	22-Mar-2006	70240-00127
DEVICE TO INJECT FOODS WITH SOLID OBJECTS	DE	602004007218.4	27-Jun-2007	70240-00060
DEVICE TO INJECT FOODS WITH SOLID OBJECTS	EP	1529475	27-Jun-2007	70240-00074
DEVICE TO INJECT FOODS WITH SOLID OBJECTS	GB	1529475	27-Jun-2007	70240-00130
DEVICE TO INJECT FOODS WITH SOLID OBJECTS	US	7681494	23-Mar-2010	70240-00179

Patent Title	Country	Pat. No.	Issue Date	Case No.
DEVICE TO LIFT, MOVE AND FLIP FOODS	US	7065883	27-Jun-2006	70240-00109
DUAL SPIT ROTISSERIE ASSEMBLY & METHOD OF COOKING THEREWITH	US	6240838	05-Jun-2001	70240-00063
ENCLOSED ROTISSERIE WITH ADDED CONVENIENCE	US	6142064	07-Nov-2000	70240-00045
ENCLOSED ROTISSERIE WITH ADDED CONVENIENCE	US	6170390	09-Jan-2001	70240-00051
ENCLOSED ROTISSERIE WITH ADDED CONVENIENCE (HORIZONTAL SPIT ROTISSERIE COOKING DEVICE)	US	6988445	24-Jan-2006	70240-00048
ENCLOSED ROTISSERIE WITH ADDED CONVENIENCE (ROTISSERIE OVEN INCLUDING GLOVES AND METHOD OF USING THE GLOVES)	US	7325484	05-Feb-2008	70240-00013
ENCLOSED ROTISSERIE WITH DETACHABLE ELECTRONIC COMPONENTS	US	7021204	04-Apr-2006	70240-00044
ENCLOSED ROTISSERIE WITH DETACHABLE ELECTRONIC COMPONENTS	US	7626142	01-Dec-2009	70240-00112
FOOD COOKING BASKET FOR A ROTISSERIE OVEN	US	7500428	10-Mar-2009	70240-00152
FOOD COOKING ROTISSERIE	US	6782805	31-Aug-2004	70240-00039
FOOD COOKING ROTISSERIE	US	6782806	31-Aug-2004	70240-00040
FOOD COOKING ROTISSERIE	US	6837150	04-Jan-2005	70240-00194
FOOD INJECTION DEVICE	US	6578470	17-Jun-2003	70240-00111
FOOD INJECTION DEVICE	US	6840161	11-Jan-2005	70240-00188
HORIZONTAL ROTISSERIE OVEN	US	6742445	01-Jun-2004	70240-00118
METHOD OF USING A DEVICE TO LIFT, MOVE AND FLIP FOODS	US	7395602	08-Jul-2008	70240-00124
MULTI-SHAPED RAVIOLI MAKER	US	5720991	24-Feb-1998	70240-00119
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	DE	69422658.0-08	19-Jan-2000	70240-00140
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	EP	0628251	19-Jan-2000	70240-00177

<b>Patent Title</b>	<b>Country</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Case No.</b>
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	GB	0628251	19-Jan-2000	70240-00104
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	IT	0628251	19-Jan-2000	70240-00101
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	7153120	26-Dec-2006	70240-00042
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	5731012	24-Mar-1998	70240-00052
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	5421713	06-Jun-1995	70240-00114
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	RE36147	16-Mar-1999	70240-00120
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	6743007	01-Jun-2004	70240-00122
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	5324185	28-Jun-1994	70240-00165
POT WITH TILT INSERT	US	5515990	14-May-1996	70240-00148
ROTISSERIE AND SPIT ASSEMBLY	US	6568315	27-May-2003	70240-00065
ROTISSERIE COOKER	US	7424849	16-Sep-2008	70240-00012
ROTISSERIE COOKER	US	6874408	05-Apr-2005	70240-00057
ROTISSERIE COOKING OVEN	US	6422136	23-Jul-2002	70240-00059
ROTISSERIE OVEN HAVING A HEAT SHEILD	US	6330855	18-Dec-2001	70240-00069
ROTISSERIE OVEN HAVING A SHAPED FOOD BASKET	US	6450087	17-Sep-2002	70240-00067
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	US	6965095	15-Nov-2005	70240-00105
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	US	7138609	21-Nov-2006	70240-00106
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	US	7514651	07-Apr-2009	70240-00198
ROTISSERIE OVEN HAVING TRACKS FOR LOADING A SPIT ASSEMBLY	US	6393972	28-May-2002	70240-00062

<b>Patent Title</b>	<b>Country</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Case No.</b>
ROTISSERIE SPIT ATTACHMENT	US	6568316	27-May-2003	70240-00066
SIMPLIFIED DEVICE TO QUICKLY COOK FOOD	US	7739948	22-Jun-2010	70240-00014
SPIT ASSEMBLY FOR ROTISSERIE OVEN	US	6536334	25-Mar-2003	70240-00116
SPIT ASSEMBLY SUPPORT BASE	US	7225730	05-Jun-2007	70240-00113
SPIT BASKET FOR ROTISSERIE OVEN	US	6253665	03-Jul-2001	70240-00068
SPIT ROD ASSEMBLY	US	6250214	26-Jun-2001	70240-00043
SPIT ROD ASSEMBLY FOR ROTISSERIE OVEN	US	6408742	25-Jun-2002	70240-00064
SUBLIMINAL DEVICE HAVING MANUAL ADJUSTMENT OF PERCEPTION LEVEL OF SUBLIMINAL MESSAGES	US	5221962	22-Jun-1993	70240-00201
VENTED COUNTERTOP ROTISSERIE OVEN	US	7021203	04-Apr-2006	70240-00049

### Schedule of Pending Patent Applications

Application Title	Country	App. No.	Filing Date	Case No.
APPARATUS TO RECORD EPIDERMAL TOPOGRAPHY	US	5195145	16-Mar-1993	70240-00149
DEVICE FOR INJECTION OF SOLID MATERIAL INTO FOODS DEVICE	EP	05090330.1	25-Jun-2002	70240-00081
DEVICE TO INJECT FOODS WITH SOLID OBJECTS	US	12/730081	23-Mar-2010	70240-00216
ENCLOSED ROTISSERIE WITH DETACHABLE ELECTRONIC COMPONENTS	US	12/628932	01-Dec-2009	70240-00215
FOOD COOKING BASKET FOR A ROTISSERIE OVEN	US	12/401395	10-Mar-2009	70240-00210
FOOD INJECTION DEVICE	CA	2423987	28-Mar-2003	70240-00123
HEATING AND VENTING ARRANGEMENT FOR A ROTISSERIE OVEN	US	12/025530	04-Feb-2008	70240-00164
PASTA, PASTRY, COOKIE AND HORS D'OEUVRE MAKER	US	11/613878	20-Dec-2006	70240-00041
ROTISSERIE COOKER	US	12/210904	15-Sep-2008	70240-00203
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	CA	2580789	08-Aug-2005	70240-00055
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	CN	200580038583.6	08-Aug-2005	70240-00132
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	EP	05783433.5	08-Aug-2005	70240-00131
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	KR	10-2007-7009071	08-Aug-2005	70240-00133
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	MX	MX/a/2007/003254	08-Aug-2005	70240-00054
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	US	12/419784	07-Apr-2009	70240-00209
ROTISSERIE OVEN HAVING HORIZONTALLY AND VERTICALLY ORIENTED COOKING ELEMENTS	WO	US05/27955	08-Aug-2005	70240-00134
SIMPLIFIED DEVICE TO QUICKLY COOK FOOD	US	12/821014	22-Jun-2010	70240-00217

**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

SCHEDULE IV  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. OTHER INTELLECTUAL PROPERTY NOT COVERED BY THE FOREGOING


EXHIBIT A

SPECIAL POWER OF ATTORNEY TRADEMARKS

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that Ronco Holdings, Inc., a corporation formed under the laws of Delaware, with its principal office at 15505 Long Vista Drive, Suite 250, Austin Texas, 78728 ("Company"), pursuant to an Intellectual Property Security Agreement dated as of January 14, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), 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 Agent 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: \_\_\_\_\_

RONCO HOLDINGS, INC.

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



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of January, 2011, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of Ronco Holdings, Inc., 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:



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of January, 2011, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of Ronco Holdings, Inc., 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:



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of January, 2011, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of Ronco Holdings, Inc., 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:



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of January, 2011, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of Ronco Holdings, Inc., 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: