

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infusion Brands, Inc.		07/08/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Vicis Capital Master Fund		
Street Address:	126 East 56th Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	TRUST: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85338922	D.O.C. YOUR PRESCRIPTION FOR CLEAN	
Serial Number:	85246302	SLEEP WITH ME	
Serial Number:	85299153	FUZE	
Serial Number:	85281470	DUAL CLEAN	
Serial Number:	85025594	QUADFORCE	
CORRESPONDENCE DATA			
Fax Number:	(414)271-3552		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tm-dept@quarles.com		
Correspondent Name:	Hillary J. Wucherer		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	121405.00029		

CH \$140.00 85338922

900196994

TRADEMARK
REEL: 004582 FRAME: 0627

NAME OF SUBMITTER:	Hillary J. Wucherer
Signature:	/Hillary J. Wucherer/
Date:	07/14/2011
Total Attachments: 14 source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page1.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page2.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page3.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page4.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page5.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page6.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page7.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page8.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page9.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page10.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page11.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page12.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page13.tif source=Executed Amended and Restated Security Agreement - Infusion Brands Inc#page14.tif	

AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

THIS AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT (this "Security Agreement") dated July 8, 2011, amends and restates the Guarantor Security Agreement dated as of June 30, 2010, by and between Infusion Brands, Inc. (f/k/a Omniresponse, Inc.), a Nevada corporation, OmniReliant Acquisition Sub, Inc., a Nevada corporation, Designer Liquidator, Inc., a Nevada corporation, OmniResponse Cleaning Solutions, Inc., a Florida corporation, Dual Saw, Inc., a Florida corporation, OmniResponse Safety Solutions, Inc., a Florida corporation and OmniReliant Corp., a Florida corporation, and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands (the "2010 Guarantor Security Agreement"). Each of OmniReliant Acquisition Sub, Inc., Designer Liquidator, Inc., OmniResponse Cleaning Solutions, Inc., Dual Saw, Inc., OmniResponse Safety Solutions, Inc., and OmniReliant Corp. has been released from its obligations under this Security Agreement by Vicis. Fashion Safari, Inc., a Nevada corporation, is being added as a party to this Security Agreement and, along with Infusion Brands, Inc. shall collectively be referred to as, the "Debtor".

RECITALS

WHEREAS, each Debtor is a wholly owned subsidiary of Infusion Brands International, Inc., a Nevada corporation ("Issuer").

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith by and between Vicis and Issuer (as amended or modified from time to time, the "July Purchase Agreement"), Issuer has issued 3,000,000 shares of the Issuer's Series G Convertible Preferred Stock, par value \$.00001 per share (such 3,000,000 shares, together with 5,000,000 shares of such Series G Convertible Preferred Stock acquired by Vicis pursuant to that certain Securities Purchase Agreement dated June 30, 2010 by and between Issuer and Vicis (the "Purchase Agreement"), the "Preferred Shares"), to Vicis.

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the parties entered into the 2010 Guarantor Security Agreement.

WHEREAS, since the date of the 2010 Guarantor Security Agreement Agreement, Vicis has released each of OmniReliant Acquisition Sub, Designer Liquidator, Inc. Omniresponse Cleaning Solutions, Inc., Dual Saw, Inc., OmniResponse Safety Solutions, Inc. and OmniReliant Corp. from its obligations under the 2010 Guarantor Security Agreement and the Issuer has formed Fashion Safari, Inc., a Nevada corporation as a wholly owned subsidiary of the Issuer.

WHEREAS, it is a condition precedent to Vicis' entrance into the Purchase Agreement and the July Purchase Agreement and acquisition of the Preferred Shares that the Debtor execute and deliver to Vicis a security agreement in the form hereof to secure its obligations, covenants and agreements contained in its Guaranty, dated of even date herewith, in favor of Vicis (the "Guaranty").

WHEREAS, as consideration for the transactions contemplated under the July Purchase Agreement, Vicis and Infusion Brands, Inc. (f/k/a OmniResponse, Inc.) desire to amend and restate the 2010 Guarantor Security Agreement as described herein.

WHEREAS, this is the Guarantor Security Agreement referred to in the Purchase Agreement and the July Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby agrees with Vicis as follows:

ARTICLE I DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement. Capitalized terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral), the recitals and as follows:

1.1 Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

1.2 Collateral. "Collateral" shall mean, subject to any limitations or qualifications set forth in this definition or in Section 2.1 hereof, all personal properties and assets of the Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

- (a) all Inventory and documents relating to Inventory;
- (b) all Accounts and documents relating to Accounts;
- (c) all equipment, fixtures and other goods, including without limitation machinery, furniture and trade fixtures;
- (d) all general intangibles (including without limitation, software, customer lists, sales records and other business records, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, chattel paper, documents, letter-of-credit rights and instruments;
- (e) all motor vehicles;
- (f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Vicis from time to time and pledged as additional security for the Obligations;

- (g) all investment property;
- (h) all commercial tort claims; and
- (i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

Notwithstanding the foregoing, "Collateral" shall not include and expressly excludes (i) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent that the grant of a lien or the Security Interest therein would (A) result in a breach of the terms of, or constitute a default under, such contract, instrument, license, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC or any successor provision of the UCC of any relevant jurisdiction or other applicable law) or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (including without limitation in connection with the operation of Section 9-406, 9-407 or 9-408 of the UCC or any other applicable law), (ii) any personal property (including motor vehicles) in respect of which perfection of a lien or security interest is not either (A) governed by the UCC or (B) accomplished by appropriate evidence of the lien being recorded in the United States Copyright Office or the United States Patent and Trademark Office, (iii) any property subject to any pledge agreement, (iv) any Accounts and documents relating to Accounts; or (v) any payment intangibles, contract rights and causes of action.

1.3 Event of Default. "Event of Default" shall mean an Event of Default under the Purchase Agreement or an Event of Default under the July Purchase Agreement.

1.4 Inventory. "Inventory" shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in the Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by the Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Debtor.

1.5 Obligations. "Obligations" shall mean all debts, liabilities, obligations, covenants and agreements of the Debtor contained in the Guaranty.

1.6 Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.7 Security Agreement. "Security Agreement" shall mean this Amended and Restated Guarantor Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof. This Security Agreement amends and restates the 2010 Guarantor Security Agreement.

1.8 Security Interest. "Security Interest" shall mean the security interest of Vicis in the Collateral granted by the Debtor pursuant to this Security Agreement.

1.9 UCC. "UCC" shall mean the Uniform Commercial Code as adopted in the state of organization of the Debtor and in effect from time to time.

ARTICLE II THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest. To secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, the Debtor hereby grants to Vicis a first-priority security interest in all of the Debtor's right, title and interest in and to the Collateral.

2.2 Representations and Warranties. Each Debtor hereby represents and warrants to Vicis that:

(a) The records of the Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of the Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) The Debtor is a Person duly organized as the type of entity and in the state listed in Schedule 1 to this Security Agreement, and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of the Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of the Debtor's present patents and trademarks, if any, including those that have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of the Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) The Debtor has good title to, or valid leasehold interest in, all of the Collateral, and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes Vicis at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that contain any information required by part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether the Debtor is an organization, the type of organization and any

state or federal organization identification number issued to the Debtor. The Debtor agrees to furnish any such information to Vicis promptly upon written request.

ARTICLE III AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, the Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Purchase Agreement and the July Purchase Agreement and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of the Debtor, defend the Security Interest against any and all claims of any Person adverse to Vicis (but only to the extent the claim of such adverse Person is subordinate or junior to the interest of Vicis) and take such action and execute such financing statements and other documents as Vicis may from time to time reasonably request in writing to maintain the perfected status of the Security Interest. The Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Purchase Agreement and the July Purchase Agreement.

(b) The Debtor further agrees to take any other commercially reasonable action reasonably requested in writing by Vicis to ensure the attachment, perfection and first priority of, and the ability of Vicis to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that the Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Vicis to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any material portion of the tangible Collateral is located in form and substance reasonably satisfactory to Vicis.

3.3 Locations. Give Vicis at least thirty (30) days prior written notice of the Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested in writing by Vicis as a result of any such relocation in order to maintain the Security Interest in such Collateral shall be at the Debtor's expense.

3.4 Insurance. Maintain insurance (including, without limitation, commercial general liability and property insurance) with respect to the Collateral consisting of tangible personal property in such amounts, against such risks, in such form and with responsible and reputable insurance companies or associations as is required by any governmental authority having

jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. The Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Vicis and will provide to Vicis certificates of such insurance or copies thereof. The Debtor shall use commercially reasonable efforts to cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Vicis, that such insurer will give thirty (30) days written notice to Vicis before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Vicis's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. In the event of any insured loss, the Debtor shall promptly notify Vicis thereof in writing, and, after an Event of Default shall have occurred and be continuing, the Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Vicis as its interest may appear. Vicis is authorized, in the name and on behalf of the Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it reasonably shall determine, all claims under all policies; and the Debtor agrees to sign, on written demand of Vicis, all receipts, vouchers, releases and other instruments which may be necessary in aid of this authorization. After an Event of Default shall have occurred and be continuing, the proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Vicis and disbursed and applied at the discretion of Vicis, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Vicis, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor shall forthwith notify Vicis of such organizational identification number, and (c) the Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by a Debtor after receipt of written notice from Vicis to procure or maintain insurance, or to pay any fees, assessments, charges or taxes (subject to the Debtor's right to contest in good faith, such assessments, charges or taxes) arising with respect to the Collateral, Vicis shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by the Debtor to Vicis immediately upon demand, together with interest at an annual rate of 10% from the date of disbursement by Vicis to the date of payment by the Debtor. If Vicis effects any insurance on behalf of the Debtor, the Debtor thereafter may cancel such insurance so effected after providing Vicis with evidence that the Debtor has obtained insurance as required by this Security Agreement.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Vicis may (but is under no obligation so to do):

(a) require the Debtor to assemble the Collateral at a place designated by Vicis, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of the Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in a commercially reasonable manner in whole or in part, at public or private sale, on or off the premises of the Debtor; and

(c) collect any and all money due or to become due and enforce in the Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to the Debtor; and

(f) on behalf of the Debtor, indorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default with respect to a Debtor, the Debtor does hereby constitute and appoint Vicis as the Debtor's true and lawful attorney with full power of substitution for the Debtor in the Debtor's name, place and stead for the purposes of performing any obligation of the Debtor under this Security Agreement and taking any action and executing any instrument which Vicis may deem necessary or advisable to perform any obligation of the Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default, and without limiting Debtor's obligations under the Transaction Documents: (a) the Debtor authorizes Vicis to notify any and all debtors on the Accounts to make payment directly to Vicis (or to such place as Vicis may direct); (b) the Debtor agrees, on written notice from Vicis, to deliver to Vicis promptly after receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by the Debtor on account of any Account; and (c) Vicis may, at its option, apply all such payments against the Obligations or remit all or part of such payments to the Debtor.

4.5 Reasonable Notice. Written notice, when required by law, sent to a Debtor, care of the Issuer, in accordance with the provisions of Section 5.4 of the Purchase Agreement and given at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. The sole duty of Vicis with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Vicis deals with similar property for its own account. Neither Vicis nor its investment adviser, nor any of their respective members, directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be

under any obligation to sell or otherwise dispose of any Collateral upon the request of a Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Vicis so requests in writing, a Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Vicis. The Debtor hereby authorizes and directs Vicis to deposit into a special collateral account to be established and maintained by Vicis all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Vicis may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application set forth in Section 4.8, or permit the Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, the Debtor agrees that it will promptly deliver to Vicis, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Vicis in the form received (except for the Debtor's indorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by the Debtor shall be held in trust by Debtor for and as the property of Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Vicis shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

- (a) to the reasonable costs of any sale or other disposition;
- (b) to the reasonable expenses incurred by Vicis in connection with any sale or other disposition, including attorneys' fees;
- (c) to the payment of the Obligations then due and owing in any order selected by Vicis in a commercially reasonable manner; and
- (d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Vicis is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Vicis in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Vicis, including the reasonable fees of counsel, in connection with the protection, administration and enforcement of the rights of Vicis under this Security Agreement or with respect to the

Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. The Debtor agrees that, upon the occurrence and during the continuance of an Event of Default, Vicis shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. No Debtor's rights and liabilities under this Security Agreement are assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and wholly performed within such state.

5.6 Execution; Headings. This Security Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor (to be delivered care of Issuer) in accordance with Section 5.4 of the Purchase Agreement.

5.8 Amendment. No amendment of this Security Agreement shall be effective unless in writing and signed by the Debtor and Vicis.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF ANY CONTROVERSY THAT MAY ARISE UNDER THIS SECURITY AGREEMENT.

5.11 SUBMISSION TO JURISDICTION.

(a) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED THE STATE OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT. EACH OF THE PARTIES TO THIS SECURITY AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 5.4 OF THE PURCHASE AGREEMENT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER. THE DEBTOR AGREES THAT SERVICE OF PROCESS MAY BE DELIVERED CARE OF ISSUER.

5.12 Effect of Amendment and Restatement. This Security Agreement amends and restates the 2010 Guarantor Security Agreement and shall not be construed to be a substitution or novation of the 2010 Guarantor Security Agreement.

(signature page follows)

IN WITNESS WHEREOF, this Amended and Restated Guarantor Security Agreement has been executed as of the day and year first above written.

Infusion Brands, Inc.

By: 

Name: Robert DeCecco

Title: Chief Executive Officer/President

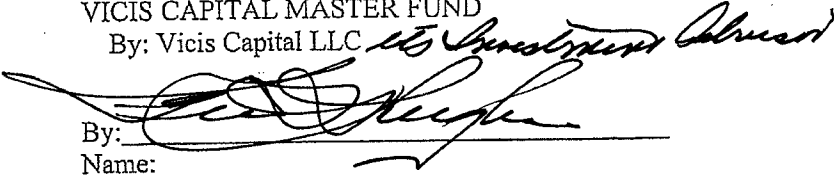
Fashion Safari, Inc.

By: 

Name: Robert DeCecco

Title: President

VICIS CAPITAL MASTER FUND

By: Vicis Capital LLC 

By:

Name:

Title:

Keith W. Hughes
Chief Financial Officer
Vicis Capital, LLC

Signature Page to Amended and Restated Guarantor Security Agreement

QB\13122735.2

TRADEMARK
REEL: 004582 FRAME: 0639

SCHEDULE 1 TO AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Locations of Collateral

State of organization and form of organization:

Infusion Brands, Inc. (Nevada) 26-3232540
Fashion Safari, Inc. (Nevada) 27-3406477

Organizational ID:

Infusion Brands, Inc 26-3232540
Fashion Safari, Inc. 27-3406477

Address of Debtor's records of Collateral and chief executive office:

All:
Robert DeCecco
14375 Myerlake Circle
Clearwater, FL 33760

Collateral Locations:

All:
14375 Myerlake Circle
Clearwater, FL 33760

SCHEDULE 2 TO AMENDED AND RESTATED GUARANTOR SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights

Infusion Brands, Inc. Intellectual Property List 7/1/11

Federal TM	D.O.C. YOUR PRESCRIPTION FOR CLEAN	Cleaning, washing and polishing preparations; General purpose cleaning, polishing, and abrasive liquids and powders.	85338922	Filed 06/06/11
Federal TM	SLEEP WITH ME	Beds, mattresses, mattress toppers, pillows and bolsters	85246302	Filed 02/18/11 Published for opposition 06/28/11
Federal TM	FUSE	Cosmetic creams for skin care; Nail care preparations; Nail enamel removers. Electric hair straightening irons.	85299153	Filed 04/19/11
Federal TM	DUAL CLEAN	All purpose cleaners.	85281470	Filed 03/30/11
Federal TM	QUADFORCE	Circular saws	85025594	Registered on 03/01/2011 Registration No. 3,927,009
Common Law TM	INFUSION	Consumer products company	na	In use since 1/1/11