

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CALL TO ACTION LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
CAPITAL BRANDS, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
HOMELAND HOUSEWARES LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
BULLET EXPRESS, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
BACK IN FIVE, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
YOUTHODOLOGY RESEARCH INSTITUTE, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
BABY BULLET, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
NUTRIBULLET, LLC		11/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	300 South Grand Avenue, 3rd Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	3799455	12 MINUTE BACK PAIN SOLUTION
Registration Number:	3496300	ACTIVE REJUVATIN
Registration Number:	3912098	BABY BULLET

CH \$1640.00 3799455

Registration Number:	3558192	BACK 2 LIFE
Registration Number:	3521395	BACK TO LIFE
Registration Number:	3581450	BACK2LIFE
Registration Number:	3844089	
Serial Number:	85504410	
Serial Number:	85239152	BODY BULLET
Serial Number:	85357506	BUDDY BULLET
Serial Number:	85601400	BULLET BLAST
Serial Number:	85689205	BULLET BLIZZARD
Registration Number:	2947491	BULLET BLENDER
Serial Number:	85517461	BULLET CHEF
Registration Number:	3659139	BULLET EXPRESS
Registration Number:	3659142	BULLET EXPRESS
Registration Number:	3945337	BULLET EXPRESS TRIO
Registration Number:	2947493	BULLET JUICER
Serial Number:	77933503	BULLET QUICKFIRE COOKER
Registration Number:	3233893	CYCLONIC CUTTING ZONE
Registration Number:	3406202	DOES ANY JOB ANYWHERE IN 10 SECONDS...OR LESS
Registration Number:	3166838	DOES ANY JOB IN 10 SECONDS...OR LESS.
Registration Number:	2993834	HOMELAND HOUSEWARES
Registration Number:	2969501	HOMELAND HOUSEWARES
Serial Number:	77933646	IT LOOKS AND COOKS LIKE NOTHING YOU'VE SEEN BEFORE
Serial Number:	85571021	JUICE BULLET
Serial Number:	85329233	KITCHEN MAGICIAN
Serial Number:	85079866	LIFEBULLET
Registration Number:	2947492	MAGIC BULLET
Registration Number:	3300425	
Serial Number:	85106659	MAGIC BULLET BIG SHOT
Registration Number:	3315116	
Registration Number:	3043909	MAGIC BULLET EXPRESS
Registration Number:	2947494	MAGIC BULLET
Registration Number:	3617660	MAGIC BULLET PLATINUM PRO
Registration Number:	3383204	MAGIC BULLET TO GO
Registration Number:	3383326	MAGIC BULLET TO GO!

Registration Number:	3610732	
Serial Number:	85239332	MAKE AN ENTIRE WEEK'S WORTH OF HEALTHY ALL-NATURAL BABY FOOD...IN LESS THAN 5 MINUTES!
Registration Number:	3929139	MAKE ANY FULL FAMILY MEAL READY TO HEAT OR EAT IN JUST 8 MINUTES OR LESS
Serial Number:	85239397	MIGHTY BULLET
Serial Number:	85532753	NEVER FORGET THE TIMES YOU CAN'T REMEMBER
Serial Number:	85267929	NUTRI BLAST
Serial Number:	85215434	NUTRI BULLET
Serial Number:	85695330	NUTRIBULLET
Serial Number:	85718172	NUTRI BULLET PRO
Serial Number:	85096996	NUTRITION EXTRACTOR
Serial Number:	85199359	PARTY BULLET
Serial Number:	85239278	PEA IN A POD
Registration Number:	3416404	PLATINUM PRO
Registration Number:	3901361	RADIANCE RENEW PERFECTING GEL
Registration Number:	3609452	SINGLE SHOT
Serial Number:	85718279	SUPER BULLET
Serial Number:	77699363	TAKE IT FOR A TASTE DRIVE
Registration Number:	3929138	THE AMAZING 8 MINUTE MEAL MACHINE
Registration Number:	3401157	THE BULLET
Serial Number:	85304862	THE BULLET BRAND
Registration Number:	2929383	THE MAGIC BULLET
Registration Number:	3399176	THE SCIENCE OF YOUNGER LOOKING SKIN
Registration Number:	3901358	VITAL HYDRATION CREAM CLEANSER
Serial Number:	77748167	YOUTHFUL CLARITY
Registration Number:	3261454	YOUTHOLGY
Registration Number:	3400012	YOUTHOLGY 90 SECOND WRINKLE REMOVING EYE SERUM
Registration Number:	3940213	YOUTHOLGY RESEARCH INSTITUTE
Serial Number:	85610904	YUKI BLADE

CORRESPONDENCE DATA

Fax Number: 2136270705

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 683-5627

**TRADEMARK
REEL: 004911 FRAME: 0018**

Email: nancychow@paulhastings.com
Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP
Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	JPM/CAPITAL 77661.00005
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	11/30/2012

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of November 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **JPMORGAN CHASE BANK, N.A.** ("Administrative Agent"), in its capacity as administrative agent for the lenders party to the Credit Agreement referred to below (in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CALL TO ACTION, LLC, a California limited liability company (the "Parent"), CAPITAL BRANDS, LLC, a California limited liability company (the "Borrower"), the lenders from time to time party thereto (each individually a "Lender" and collectively, the "Lenders"), and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Intellectual Property Security Agreement, dated as of November 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "IP Security Agreement"); and

WHEREAS, pursuant to the IP Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the IP Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the IP Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, for the benefit of the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the IP Security Agreement, the IP Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

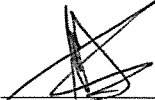
7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CONSENT TO JURISDICTION, AND JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 28, 29, AND 30, RESPECTIVELY, OF THE IP SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

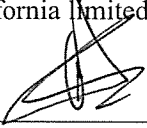
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS


CALL TO ACTION LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager


CAPITAL BRANDS, LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager

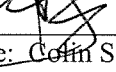
HOMELAND HOUSEWARES LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager

BULLET EXPRESS, LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager


BACK IN FIVE, LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004911 FRAME: 0022


YOUTHOLOGY RESEARCH INSTITUTE, LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager

BABY BULLET, LLC,
a California limited liability company

By: 
Name: Colin Sapire
Title: Manager

NUTRIBULLET, LLC,
a California limited liability company


By: 
Name: Colin Sapire
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004911 FRAME: 0023

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 
Name: Tom Jennings
Title: UNDERWRITER II

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004911 FRAME: 0024

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

[see attached]

TRADEMARKS

Trademark	Owner	Country	Status	Application date	Application #	Registration date	Registration #
12 MINUTE BACK PAIN SOLUTION	Back in five, LLC	United States of America	REGISTERED	2009-10-30	77/861,905	2010-06-08	3,799,455
ACTIVE REJUVATIN	Youthology Research Institute, LLC	United States of America	REGISTERED	2004-01-16	76/570,482	2008-09-02	3,496,300
BABY BULLET	Homeland Housewares LLC	United States of America	REGISTERED	2009-10-22	77/854,936	2011-01-25	3,912,098
BACK 2 LIFE	Back in five, LLC	United States of America	REGISTERED	2007-03-12	77/128,976	2009-01-06	3,558,192
BACK TO LIFE	Back in five, LLC	United States of America	REGISTERED	2007-03-12	77/128,957	2008-10-21	3,521,395
BACK2LIFE (LOGO)	Back in five, LLC	United States of America	REGISTERED	2007-12-03	77/343,006	2009-02-24	3,581,450
BACK2LIFE Color Trade Dress	Back in five, LLC	United States of America	REGISTERED	2009-09-30	77/838,637	2010-09-07	3,844,089
BACK2LIFE Profile Trade Dress	Back in five, LLC	United States of America	FILED	2011-12-27	85/504,410		
BODY BULLET	Homeland Housewares LLC	United States of America	FILED	2011-02-10	85/239,152		
BUDDY BULLET	Homeland Housewares LLC	United States of America	FILED	2011-06-27	85/357,506		
BULLET BLAST	Homeland Housewares LLC	United States of America	FILED	2012-04-18	85/601,400		
BULLET BLIZZARD	Homeland Housewares LLC	United States of America	FILED	2012-07-27	85/689,205		
BULLET BLENDER	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,752	2005-05-10	2,947,491
BULLET CHEF	Homeland Housewares LLC	United States of America	FILED	2012-01-16	85/517,461		
BULLET EXPRESS	Homeland Housewares LLC	United States of America	REGISTERED	2008-06-16	77/500,299	2009-07-21	3,659,139
BULLET EXPRESS LOGO	Homeland Housewares LLC	United States of America	REGISTERED	2008-06-18	77/502,410	2009-07-21	3,659,142
BULLET EXPRESS TRIO	Homeland Housewares LLC	United States of America	REGISTERED	2009-10-16	77/850,767	2011-04-12	3,945,337
BULLET JUICER	Homeland Housewares LLC	United States of America	REGISTERED	2003-08-19	76/584,755	2005-05-10	2,947,493

BULLET QUICKFIRE COOKER	Capital Brands, LLC	United States of America	FILED	2010-02-11	77/933,503		
CYCLONIC CUTTING ZONE	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,753	2007-04-24	3,233,893
DOES ANY JOB ANYWHERE IN 10 SECONDS...OR LESS	Homeland Housewares LLC	United States of America	REGISTERED	2007-01-31	77/095,750	2008-04-01	3,406,202
DOES ANY JOB IN 10 SECONDS...OR LESS	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,756	2006-10-31	3,166,838
HOMELAND HOUSEWARES	Homeland Housewares LLC	United States of America	REGISTERED	2004-03-22	76/582,514	2005-09-13	2,993,834
HOMELAND HOUSEWARES (logo)	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,895	2005-07-19	2,969,501
IT LOOKS AND COOKS LIKE NOTHING YOU'VE SEEN BEFORE	Capital Brands, LLC	United States of America	FILED	2010-02-11	77/933,646		
JUICE BULLET	Homeland Housewares LLC	United States of America	FILED	2012-03-15	85/571021		
KITCHEN MAGICIAN	Homeland Housewares LLC	United States of America	FILED	2011-05-24	85/329,233		
LIFEBULLET	Homeland Housewares LLC	United States of America	FILED	2010-07-07	85/079,866		
MAGIC BULLET	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,754	2005-05-10	2,947,492
MAGIC BULLET - SHORT BLENDER PROFILE	Homeland Housewares LLC	United States of America	REGISTERED	2005-06-27	76/641,742	2007-10-02	3,300,425
MAGIC BULLET BIG SHOT	Homeland Housewares LLC	United States of America	FILED	2010-08-12	85/106,659		
MAGIC BULLET DESIGN - TALL BLENDER PROFILE	Homeland Housewares LLC	United States of America	REGISTERED	2005-06-27	76/641,734	2007-10-23	3,315,116
MAGIC BULLET EXPRESS	Homeland Housewares LLC	United States of America	REGISTERED	2004-10-12	76/615,272	2006-01-17	3,043,909
MAGIC BULLET LOGO	Homeland Housewares LLC	United States of America	REGISTERED	2004-04-05	76/584,757	2005-05-10	2,947,494
MAGIC BULLET PLATINUM PRO	Homeland Housewares LLC	United States of America	REGISTERED	2006-06-16	78/910,321	2009-05-05	3,617,660
MAGIC BULLET TO GO	Homeland Housewares LLC	United States of America	REGISTERED	2006-05-08	78/879,234	2008-02-12	3,383,204
MAGIC BULLET TO GO (LOGO)	Homeland Housewares LLC	United States of America	REGISTERED	2006-07-25	78/937,054	2008-02-12	3,383,326

MAGIC BULLET Trade Dress - Color	Homeland Housewares LLC	United States of America	REGISTERED	2006-03-23	76/657,146	2009-04-28	3,610,732
MAKE AN ENTIRE WEEK'S WORTH OF HEALTHY ALL-NATURAL BABY FOOD...IN LESS THAN 5 MINUTES!	Homeland Housewares LLC	United States of America	FILED	2011-02-10	85/239,332		
MAKE ANY FULL FAMILY MEAL READY TO HEAT OR EAT IN JUST 8 MINUTES OR LESS	Homeland Housewares LLC	United States of America	REGISTERED	2009-04-13	77/712,513	2011-03-08	3,929,139
MIGHTY BULLET	Homeland Housewares LLC	United States of America	FILED	2011-02-10	85/239,397		
NEVER FORGET THE TIMES YOU CAN'T REMEMBER	Homeland Housewares LLC	United States of America	FILED	2012-02-02	85/532,753		
NUTRI BLAST	Homeland Housewares LLC	United States of America	FILED	2011-03-15	85/267,929		
NUTRI BULLET	Homeland Housewares LLC	United States of America	FILED	2011-01-11	85/215,434		
NUTRI BULLET (logo design)	Homeland Housewares LLC	United States of America	FILED	2012-08-03	85/695,330		
NUTRI BULLET PRO	Homeland Housewares LLC	United States of America	FILED	2012-08-31	85/718,172		
NUTRITION EXTRACTOR	Homeland Housewares LLC	United States of America	FILED	2010-07-30	85/096,996		
PARTY BULLET	Homeland Housewares LLC	United States of America	FILED	2010-12-16	85/199,359		
PEA IN A POD	Homeland Housewares LLC	United States of America	FILED	2011-02-10	85/239,278		
PLATINUM PRO	Homeland Housewares LLC	United States of America	REGISTERED	2007-07-23	77/235,798	2008-04-22	3,416,404
RADIANCE RENEW PERFECTING GEL	Youthology Research Institute, LLC	United States of America	REGISTERED	2009-05-21	77/742,603	2011-01-04	3,901,361
SINGLE SHOT	Homeland Housewares LLC	United States of America	REGISTERED	2007-07-26	77/240,055	2009-04-21	3,609,452
SUPER BULLET	Homeland Housewares LLC	United States of America	FILED	2012-08-31	85/718,279		
TAKE IT FOR A TASTE DRIVE	Homeland Housewares LLC	United States of America	FILED	2009-03-25	77/699,363		

THE AMAZING 8 MINUTE MEAL MACHINE	Homeland Housewares LLC	United States of America	REGISTERED	2009-04-13	77/712,495	2011-03-08	3,929,138
THE BULLET	Homeland Housewares LLC	United States of America	REGISTERED	2007-07-03	77/221,904	2008-03-25	3,401,157
THE BULLET BRAND	Homeland Housewares LLC	United States of America	FILED	2011-04-26	85/304,862		
THE MAGIC BULLET	Homeland Housewares LLC	United States of America	REGISTERED	2003-04-14	76/506,130	2005-03-01	2,929,383
THE SCIENCE OF YOUNGER LOOKING SKIN	Youthology Research Institute, LLC	United States of America	REGISTERED	2007-02-01	77/097,383	2008-03-18	3,399,176
VITAL HYDRATION CREAM CLEANSER	Youthology Research Institute, LLC	United States of America	REGISTERED	2009-05-21	77/742,246	2011-01-04	3,901,358
YOUTHFUL CLARITY	Youthology Research Institute, LLC	United States of America	FILED	2009-05-29	77/748,167		
YOUTHOLGY	Youthology Research Institute, LLC	United States of America	REGISTERED	2003-07-29	76/533,492	2007-07-10	3,261,454
YOUTHOLGY 90 SECOND WRINKLE REMOVING EYE SERUM	Youthology Research Institute, LLC	United States of America	REGISTERED	2006-06-14	78/908,530	2008-03-18	3,400,012
YOUTHOLGY RESEARCH INSTITUTE	Youthology Research Institute, LLC	United States of America	REGISTERED	2010-06-02	85/053,088	2011-04-05	3,940,213
YUKI BLADE	Homeland Housewares LLC	United States of America	FILED	2012-04-27	85/610,904		