

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Reg #	Reg Date	Status
BY TARA	4091154	1/24/2012	Live
HOT RECIPES IN COOL DISHES	4026637	9/13/2011	Live
LID-IT	3951428	4/26/2011	Live
OLD WORLD	4234506	10/30/2012	Live
OLD WORLD	4135670	5/1/2012	Live
PACK 'N GO	4388670	8/20/2013	Live
PICK-A-LOOK	4313802	4/2/2013	Live
PRESENTABLE OVENWARE	4125493	4/10/2012	Live
TASTY TOTABLE	4280193	1/22/2013	Live
TEMP-TATIONS	4204526	9/11/2012	Live
TEMP-TATIONS	3145875	9/19/2006	Live
TEMP-TATIONS COUNTRY LACE	3529117	11/4/2008	Live

APPLICATIONS

Mark	App #	App Date	Status
BAKE SHOP BY TARA	85/914734	4/25/2013	Live
BAKE SHOP BY TARA	85/914727	4/25/2013	Live
COMMUNITY	86/024372	7/31/2013	Live
EZ HOLD	85/415415	9/6/2011	Live
FALL-FETTI	86/085302	10/8/2013	Live
FLIPZ	85/914738	4/25/2013	Live
FOZZIE	85/910429	4/22/2013	Live
GIFT-ITT	86/024380	7/31/2013	Live
HOW-TTOS	86/024393	7/31/2013	Live
LAZY DAISY	85/910434	4/22/2013	Live
LIMITLESS LID-IT	85/910420	4/22/2013	Live
MAKE IT, BAKE IT, AND TAKE IT	85/090836	7/22/2010	Live

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MYTT	86/024399	7/31/2013	Live
MYTT++	86/024411	7/31/2013	Live
NISTA	86/017100	7/23/2013	Live
PASS-ITT	86/024421	7/31/2013	Live
PRESENTABLE HOME	85/389607	8/4/2011	Live
PRESENTABLE KITCHEN	85/389513	8/4/2011	Live
PRESENTABLE KITCHENWARE	85/422822	9/14/2011	Live
SHARE-ITT	86/024430	7/31/2013	Live
SIMA SHIELD	85/665811	6/29/2012	Live
SPRING-FETTI	86/085312	10/8/2013	Live
TARA'S RECIPES FOR LIFE	85/910422	4/22/2013	Live
TARA'S TEMP-TATIONS TIDBITS	85/653115	6/15/2012	Live
TARA'S TIDBITS	85/416978	9/7/2011	Live
TARA'S TIDBITS	85/936554	5/20/2013	Live
TEMP-TATIONISTA	86/017098	7/23/2013	Live
TEMP-TATIONS	85/352101	6/21/2011	Live
TEMP-TATIONS BY FOZZIE	85/910423	4/22/2013	Live
TEMP-TATIONS PET BOUTIQUE BY FOZZIE	85/910426	4/22/2013	Live
TTIPS	86/024439	7/31/2013	Live
TTRICKS	86/024365	7/31/2013	Live

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 15, 2013, is by TEMP-TATIONS LLC, a Delaware limited liability company ("Debtor"), having an office at 180 Gordon Street, Exton, Pennsylvania 19341, to and in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company ("Lender"), having an office at 1177 Summer Street, Stamford, Connecticut 06905.

Recitals

A. Debtor and Lender are parties to a Loan and Security Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

I. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means an Event of Default, as defined in the Loan Agreement.

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within sixty (60) days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to

assign all of its rights in such item(s) to Debtor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least thirty (30) days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Lender gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any

applicable law, Debtor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (as more fully provided for in the Loan Agreement) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Reserved.**

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. **Miscellaneous.**

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

(b) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

(d) Lender shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application.

(e) This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Lender, and Debtor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

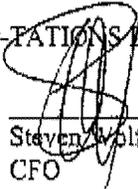
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

TEMP-TATIONS LLC

By: 

Name: Steven Wolf

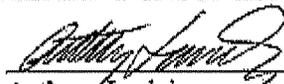
Title: CFO

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005163 FRAME: 0744

LENDER:

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

By: 

Name: Steven Sanicola

Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005163 FRAME: 0745

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent #</u>	<u>Issued</u>	<u>Status</u>
Multifaceted Trivet	8561957	10/22/2013	Registered
Trivet with Server Lid	8434729	5/7/2013	Registered

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
(Prov) Bakeware Divider	61/769260	2/26/2013
Invertible Trivet	12/165250	6/30/2008
Multi-Use Trivet	11/855923	9/14/2007

FOREIGN ISSUED PATENTS

Country	Title	Patent #	Issued	Status
China	Plate Design KJ-01	200730149311.5	2007	Registered
China	Plate Design KJ-06	200630124444.2	2008	Registered
China	Plate Design KJ-10	200730149310.0	2007	Registered
China	Plate Design KJ-16	200630124434.9	2008	Registered

FOREIGN PATENT APPLICATIONS

Country	Title	Patent #	Issued	Status
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NONE

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
TASTY TOTABLE	Canada	828,003	7/13/2013
TEMP-TATIONS	Canada	752,314	11/5/2009
TASTY TOTABLE	China	9,073,101	1/28/2012
TEMP-TATIONS	China	9,082,218	1/28/2012
TASTY TOTABLE	European Community	9,664,806	3/23/2011
TEMP-TATIONS	European Community	4,962,163	4/12/2007
TASTY TOTABLE	Japan	5,442,208	9/30/2011
TEMP-TATIONS	Japan	5,424,010	7/8/2011

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
LIMITLESS LID-IT	Canada	1,648,897	10/22/2013
OLD WORLD	Canada	1,649,094	10/23/2013
PACK 'N GO	Canada	1,649,095	10/23/2013
PRESENTABLE KITCHENWARE	Canada	1,648,891	10/22/2013
TARA'S TIDBIT	Canada	1,649,093	10/23/2013
LIMITLESS LID-IT	European Community	12,232,054	10/17/2013
OLD WORLD	European Community	12,232,195	10/17/2013
PACK 'N GO	European Community	12,232,112	10/17/2013
PRESENTABLE KITCHENWARE	European Community	12,232,435	10/17/2013
TARA'S TIDBITS	European Community	12,232,294	10/17/2013

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