

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDIETS.COM, INC.		04/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIG7 INFUSION, LLC		
Street Address:	16311 Baycross Drive		
City:	Lakewood Ranch		
State/Country:	FLORIDA		
Postal Code:	34202		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4029083	DIETSMART	
Registration Number:	4035276	EDIETS	
Registration Number:	2855444	EDIETS	
Registration Number:	2855443	EDIETS.COM	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-221-7424		
Email:	kturilli@slk-law.com		
Correspondent Name:	Julio C. Esquivel/Shumaker, Loop & Kendr		
Address Line 1:	101 East Kenndy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	M15409-162966		
NAME OF SUBMITTER:	Julio C. Esquivel		
SIGNATURE:	/Julio C. Esquivel/		
DATE SIGNED:	06/10/2014		
Total Attachments: 6			
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EXHIBIT B
to Security Agreement
TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of April 3, 2014, is made between EDIETS.COM, INC., a Delaware corporation (the "**Debtor**"), and MIG7 INFUSION, LLC, a Florida limited liability company, as the Secured Party (the "**Secured Party**"), with reference to that certain Note Purchase Agreement (as amended, restated, modified or supplemented at any time or from time to time, the "**Note Purchase Agreement**") dated April 3, 2014, by and among Lender, AS SEEN ON TV, INC., a Florida corporation ("**ASTV**"), INFUSION BRANDS, INC., a Nevada corporation ("**Infusion**"), EDIETS.COM, INC., a Delaware corporation ("**eDiets**"), TV GOODS HOLDING CORPORATION, a Florida corporation ("**TV Goods**"), TRU HAIR, INC., a Florida corporation ("**Tru Hair**"), and RONCO FUNDING, LLC, a Delaware limited liability company ("**RFL**" and collectively with ASTV, Infusion, eDiets, TV Goods and Tru Hair, the "**Borrower**").

WITNESSETH:

WHEREAS, in connection with the Note Purchase Agreement, the Debtor has executed and delivered a Security Agreement, dated as of April 3, 2014 (as amended, restated, modified or supplemented at any time or from time to time, the "**Security Agreement**");

WHEREAS, pursuant to Section 5(d) of the Security Agreement, the Debtor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference for all purposes.

Section 2. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 3. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of the Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the

foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 4. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 3 and 5(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms subject to Section 5 hereof.

Section 5. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Note Purchase Agreement or (ii) the indefeasible payment in full of the Obligations and the termination of all obligations of the Secured Party to make advances or grant other financial accommodations under the Note Purchase Agreement, the Secured Party shall promptly upon the Debtor’s request and contemporaneously with any refinancing of the Obligations, at the Debtor’s expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 6. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 7. Transaction Document, etc. This Agreement is a Transaction Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein)

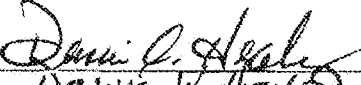
be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

Section 8. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Debtor:

EDIETS.COM, INC.

By: 
Name: DENNIS W. HEALEY
Title: CFO

Secured Party:

MIG7 INFUSION, LLC

By: Mallitz Investment Group, LLC, Manager

By: _____
Craig A. Mallitz, President

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Debtor:

EDIETS.COM, INC.

By: _____


Name: _____

Title: _____

Secured Party:

MIG7 INFUSION, LLC

By: Mallitz Investment Group, LLC, Manager

By:  _____
Craig A. Malitz, President

Signature Page to Trademark Security Agreement

SCHEDULE I
to Trademark Security Agreement

Trademark	Country	Classes	App. No.	Reg. No.	Current Owner	Status	Next Action	Renewal Due
DIETSMAR T	U.S.	5	77/377,2 06	4029083	eDiets.com, Inc.	Registered	§8 & 15	9/20/201 7
EDIETS	U.S.	5	77/377,2 01	4035276	eDiets.com, Inc.	Registered	§8 & 15	10/4/201 7
DIETSMAR T	Canada	N/A	1107984	TMA627 ,802	eDiets.com, Inc.	Registered	Renewal	12/7/201 9
EDIETS	U.S.	42	75/771,7 86	2,855,44 4	eDiets.com, Inc.	Registered	§8 & 15	6/22/201 0
EDIETS.CO M	U.S.	42	75/771,7 84	2,855,44 3	eDiets.com, Inc.	Registered	§8 & 15	6/22/201 0
EDIETSHO P	U.S.	35, 42	76/041,0 76	3,445,61 9	eDiets.com, Inc.	Registered	§8 & 15	6/10/201 4
NUTRIO.C OM	U.S.	38, 42	75/691,1 88	2,437,55 2	Nutrio.com, Inc.	Registered	Renewal	3/20/201 1