

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFUSION BRANDS, INC.		04/03/2014	CORPORATION: NEVADA
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: 10			
Property Type	Number	Word Mark	
Registration Number:	3936242	DUAL SAW	
Registration Number:	4068472	DUAL SAW	
Registration Number:	3927009	QUADFORCE	
Registration Number:	4310244	DOC	
Registration Number:	4310275	DRAIN DOCTOR	
Serial Number:	86016459	DUALTOOLS	
Serial Number:	86016422	DUALTOOLS	
Registration Number:	4365712	DESTROYER	
Registration Number:	4407495	DOC YOUR PRESCRIPTION FOR CLEAN	
Registration Number:	3898459	DUALSAW	
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 Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	M15409-162966		

OP \$265.00 3936242

NAME OF SUBMITTER:	Julio C. Esquivel
SIGNATURE:	/Julio C. Esquivel/
DATE SIGNED:	06/10/2014
Total Attachments: 8 source=Trademark Security Agreement - Infusion Brands, Inc#page1.tif source=Trademark Security Agreement - Infusion Brands, Inc#page2.tif source=Trademark Security Agreement - Infusion Brands, Inc#page3.tif source=Trademark Security Agreement - Infusion Brands, Inc#page4.tif source=Trademark Security Agreement - Infusion Brands, Inc#page5.tif source=Trademark Security Agreement - Infusion Brands, Inc#page6.tif source=Trademark Security Agreement - Infusion Brands, Inc#page7.tif source=Trademark Security Agreement - Infusion Brands, Inc#page8.tif	

EXHIBIT B
to Security Agreement
TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), dated as of April 3, 2014, is made between INFUSION BRANDS, INC., a Nevada 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**”).

W I T N E S S E T H :

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:

INFUSION BRANDS, INC.

By: 
Name: ROBERT DECELLO
Title: CEO

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:

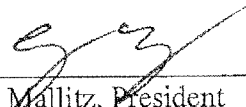
INFUSION BRANDS, INC.

By: _____
Name: _____
Title: _____

Secured Party:

MIG7 INFUSION, LLC

By: Mallitz Investment Group, LLC, Manager

By:  _____
Craig A. Mallitz, President

**SCHEDULE I
to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Japan	Dual Saw	5545181	12/21/2012
EU	Dual Saw	9502361	1/4/2012
EU	Dual Saw	8282667	8/9/2010
US	Dual Saw	3936242	3/29/2011
US	Dual Saw (Intent to Use)	4068472	12/6/2011
US	DualSaw	3898459	1/4/2011
Japan	Dualsaw.com (Domain Name)	316082	4/26/2012
Japan	Dualsaw.jp (Domain Name)	315310	4/19/2012
EU	Omni DualSaw (Words)	8311466	12/3/2009
US	Omni DualSaw Infomercial (Copyright)	PAu-003417133	9/15/2009
US	Quad Force	3927009	3/1/2011
Community Trademark	Rifle	10985778	11/16/2012
Japan	Rifle	5539939	11/30/2012
Australia	Rifle Saw	1499577	2/11/2013
Community Trademark	Rifle Saw	011012838	12/3/2012
US	Dual Force	4014348	8/23/2011
EU	Dual Force	8545725	3/16/2010
China P.R.	Star Twin	6903610	4/28/2011
China P.R.	Star Twin	6903612	5/21/2010
China P.R.	Star Twin	6903613	8/21/2010
Canada	Star Twin	TMA817382	2/10/2012
Japan	Star Twin	5235155	5/29/2009
US	Star Twin	3704217	11/3/2009
EU	Star Twin	6676373	1/22/2009
EU	StarFold	5749254	3/6/2008
EU	StarTwin The Dual Force Logo	8598013	7/23/2012
US	Cold Fire Artwork (copyright) Cold Fire Commercial	VAu-001019258	3/31/2010
US	(Copyright)	PAu-003445577	3/24/2010
US	DOC (Intent to Use)	4310244	3/26/2013
US	Drain Doctor (Intent to Use)	4310275	3/26/2013

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	DualTools Logo	86-016459	7/22/2013
Europe	DualTools Logo	012 027 496	7/31/2013
Japan	DualTools Logo	2013-57699	7/24/2013
Australia	DualTools Logo	1570295	7/23/2013
New Zealand	DualTools Logo	981363	7/23/2013
US	DualTools Word Mark	86-016422	7/22/2013
Europe	DualTools Word Mark	012 025 888	7/31/2013
Japan	DualTools Word Mark	2013-57698	7/24/2013
Australia	DualTools Word Mark	1570300	7/23/2013
New Zealand	DualTools Word Mark	981364	7/23/2013
US	Destroyer (Intent to Use)	95/596,315	4/12/2012
China P.R.	Dual	10914569	5/15/2012
South Africa	Dual Saw	2012/32706	11/30/2012
Thailand	Dual Saw	839266	3/12/2012
EU	Dual Saw	010675651	2/27/2012
Brazil	Dual Saw	831199610	9/2/2011
Canada	Dual Saw (Intent to Use)	1540873	8/23/2011
China P.R.	Omni DualSaw Logo	7655154	8/28/2009
Russian Federation	Rifle	2012721119/71	6/22/2012
Canada	Rifle (Intent to Use)	1583269	6/20/2012
Russian Federation	Rifle Saw	2012723315	7/10/2012
Thailand	Rifle Saw	854496	7/13/2012
Canada	Rifle Saw (Intent to Use)	1584545	7/3/2012
US	D.O.C Your Prescription for Clean	85/338,922	6/6/2011

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
Community Trademark International (Madrid Convention)	Destroyer	INFB 500101EM01	N/A	DualSaw
Australia	Dual Saw	INFB 500009IB01	N/A	DualSaw
Russian Federation	Dual Saw (Intent to Use)	INFB 500009RU01	N/A	DualSaw
China P.R.	Dual Saw (Intent to Use)	INFB 500009AU01	N/A	DualSaw
China P.R.	Rifle	INFB 500108CN01	N/A	DualSaw
China P.R.	Rifle Saw	INFB 500110CN01	N/A	DualSaw
New Zealand	Rifle Saw	INFB 500110NZ01	N/A	DualSaw
China P.R.	StarTwin (Words)	HOSH 500010CN01	N/A	DualSaw

Community Trademark	Sleep With Me	INFB 500004EM01	N/A	Sleep With Me
<u>Item B. Trademark Licenses</u>				
<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Subject Matter</u>