

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ronco Holdings, Inc.		03/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LV Administrative Services, Inc.		
Street Address:	230 Park Avenue		
Internal Address:	Suite 1152		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86391875	CHIP-TASTIC	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	606813-005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/28/2015		
Total Attachments: 5			
source=4-28-15 Ronco Holdings-TM#page1.tif			
source=4-28-15 Ronco Holdings-TM#page2.tif			
source=4-28-15 Ronco Holdings-TM#page3.tif			
source=4-28-15 Ronco Holdings-TM#page4.tif			

CH \$40.00 86391875

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), dated as of March 31, 2015, is made by Ronco Holdings, Inc. ("Ronco"), a Delaware corporation, located at 15505 Long Vista Drive, Suite 250, Austin, TX 78728, in favor of LV Administrative Services, Inc. ("LV"), a Delaware corporation, located at 230 Park Avenue, Suite 1152, New York, NY 10017, pursuant to a Debt Acquisition Agreement between LV, Valens U.S. SPV I, LLC, ("VUS"), Valens Offshore SPV II, Corp. ("VOF"), RFL Enterprises LLC ("RFL"), and Ronco, dated as of March 31, 2015 (the "Acquisition Agreement").

WHEREAS, under the terms of the Acquisition Agreement, Ronco has agreed to assign to LV for the benefit of the Creditor Parties, certain intellectual property of Ronco, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ronco hereby irrevocably conveys, transfers and assigns to LV, for the benefit of the Creditor Parties, and LV hereby accepts, all of Ronco's right, title and interest in and to the following (the "Assigned Intellectual Property"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Intellectual Property:

(a) the product known as Chip-tastic™, including, without limitation, all items owned or controlled by Ronco related to the Chip-tastic™ microwave chipmaker (the "Products");

(b) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof; provided LV executes, for the benefit of Ronco, the Manufacturing, Marketing and Distribution Agreement attached hereto as Exhibit A (the "License Agreement");

(c) all rights of any kind whatsoever of Ronco accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including any and all patents, trademarks, copyrights and other general intangibles relating in any manner whatsoever to the Products and the trademark registrations and applications set forth in Schedule I hereto;

(d) except as expressly provided in the License Agreement, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) except as expressly provided in the License Agreement, any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution,

misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by LV. Following the date hereof, upon LV's reasonable request, and at LV's sole cost and expense, Ronco shall take such steps and actions, and provide such cooperation and assistance to LV and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to LV, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Acquisition Agreement and the License Agreement, to which reference is made for a further statement of the rights and obligations of LV and Ronco with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement and License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. So long as neither Ronco, RFL nor William Moore shall be in default under the Acquisition Agreement, the License Agreement or the Moore Guaranty (as defined in the License Agreement), as applicable, LV hereby agrees not to assign the Assigned Intellectual Property without the consent of Ronco, which consent shall not be unreasonably withheld or delayed.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first written above.

RONCO HOLDINGS, INC.

By: W Moore
Name: Wm. Moore
Title: President

Address for Notices:

15505 Long Vista Drive, Suite 250
Austin, Texas 78728

AGREED TO AND ACCEPTED:

LV ADMINISTRATIVE SERVICES, INC.

By: _____
Name:
Title:

Address for Notices:

230 Park Avenue, Suite 1152
New York, NY 10017

VALENS U.S. SPV I, LLC
VALENS OFFSHORE SPV II, CORP.

By: Valens Capital Management, LLC, their
investment manager

By: _____
Name:
Title:

Address for Notices:

230 Park Avenue, Suite 1152
New York, NY 10017

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first written above.

RONCO HOLDINGS, INC.

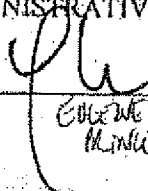
By: _____
Name:
Title:

Address for Notices:

15505 Long Vista Drive, Suite 250
Austin, Texas 78728

AGREED TO AND ACCEPTED:

LV ADMINISTRATIVE SERVICES, INC.

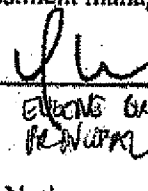
By:  _____
Name: Robert Alan
Title: Manager

Address for Notices:

230 Park Avenue, Suite 1152
New York, NY 10017

VALENS U.S. SPV I, LLC
VALENS OFFSHORE SPV II, CORP.

By: Valens Capital Management, LLC, their
investment manager

By:  _____
Name: Robert Alan
Title: Manager

Address for Notices:

230 Park Avenue, Suite 1152
New York, NY 10017

NY 1336474

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT
AGREEMENT

TRADEMARK
REEL: 005505 FRAME: 0324

Schedule 1

Assigned Intellectual Property Registrations and Applications

Schedule of Registered Trademarks

Trademark:	Country	Reg. No.	Reg. Date	Case No.
None				

Schedule of Pending Trademark Applications

Trademark:	Country	App. No.	Filing Date	Case No.
CHIP-TASTIC	U.S.A.	86391875	09/11/2014	