

06-26-2008

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2009)



103510585

Re 5/29/08

RECC
TF

To the Director of the U. S. Patent and Trademark Office, or the new address(es) below.

1. Name of conveying party(ies):

RONCO ACQUISITION CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) APRIL 15, 2008

- Assignment
- Security Agreement
- Other CORRECTIVE: SEE ATTACHED
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LV ADMINISTRATIVE SERVICES, INC., AS AGENT

Internal

Address: C/O LAURUS CAPITAL MANAGEMENT, LLC

Street Address: 335 MADISON AVENUE, 10th Floor

City: NEW YORK CITY

State: NEW YORK

Country: USA

Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/881,354

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning documenting document should be mailed:

Name: KAL GOODWIN

Internal Address: SUITE 300

Street Address: 1100 13th STREET NW

City: WASHINGTON

State: DC

Zip: 20005

Phone Number: 202 756 9263

Fax Number: 202 756 9299

Email Address: KAL.GOODWIN@THOMSONREUTERS.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 200052

Authorized User Name _____

9. Signature:

Kal Goodwin
Signature

5/29/2008
Date

KAL GOODWIN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 62

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A**Nature of Correction:**

On April 24, 2008 a typographical error caused a security interest in serial#78/611354 "STARVASCULAR" to be erroneously assigned to LV Administrative Services, Inc. under Reel/Frame [3675/0318]. The correct serial# should have been 78/861354 "Dial - O - Matic." The current filing is being submitted to properly assign a security interest in serial# 78/861354 "Dial - O - Matic" to LV Administrative Services, Inc under the attached Amended and Restated Intellectual property Security Agreement, dated as of April 15, 2008.

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 TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**04/24/2008
 900104923**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ronco Acquisition Corporation		04/15/2008	Corporation-State Delaware:

RECEIVING PARTY DATA

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue
Internal Address:	10th Floor C/O Laurus Capital Management, LLC
City:	New York City
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2736185	FLIP-IT
Registration Number:	1964838	FORMULA NUMBER 9
Registration Number:	1808729	GLH
Registration Number:	1770493	INCREDIBLE INVENTIONS
Registration Number:	2998504	MINDVISION
Registration Number:	1887453	POCKET FISHERMAN
Registration Number:	2014088	POPEIL
Registration Number:	1893534	POPEIL
Registration Number:	2817731	RONCO ROTISSERIE
Registration Number:	2476736	SHOWTIME
Registration Number:	2330571	TRIMCOMB
Serial Number:	78881196	BUT WAIT...THERE'S MORE
Serial Number:	78974944	CHEF N' GO RONCO MULTIFUNCTIONAL COOKER

CH 551808 278819

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TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS

Serial Number:	78611354	STARVASCULAR
Serial Number:	78708483	MINDVISION
Serial Number:	76391694	RON POPEIL FLIPPER
Serial Number:	78961350	RONCO
Serial Number:	77032580	SET IT AND FORGET IT
Serial Number:	78861353	SIX STAR+
Serial Number:	78864982	VEG-O-MATIC

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: kai.goodwin@contractor.thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	540022-10
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NAME OF SUBMITTER:	Matthew Mayer
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Signature:	/Matthew Mayer/
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Date:	04/24/2008
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Total Attachments: 26

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TG: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

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**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of April 15, 2008, is made by Ronco Acquisition Corporation, a Delaware Corporation (the "Grantor") (each a "Grantor" and, collectively, "Grantors"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Lenders (as defined in the Security Agreement referred to below) (the "Agent").

WHEREAS, pursuant to the terms of that certain Security Agreement dated as August 9, 2007 (the "Original Security Agreement") by and among Grantor, certain Subsidiaries of Pledgor and Kallina Corporation ("Kallina"), Kallina and certain of its assignees provided financial accommodations to Pledgor;

WHEREAS, in order to secured its obligations under the Original Security Agreement, Grantor executed and delivered to Kallina that certain Intellectual Property Security Agreement dated as of August 9, 2007 (the "Original IP Agreement");

WHEREAS, Kallina has partially assigned its rights under the Original Security Agreement and the Original IP Agreement to Valens Offshore SPV I, Ltd. ("Valens");

WHEREAS, Kallina and Valens have assigned their security interests granted under the Original IP Agreement to the Agent;

WHEREAS, the terms of the Original Security Agreement are being amended and restated pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof by and among Grantor, certain Eligible Subsidiaries of Grantor, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented and otherwise modified the "Security Agreement");

WHEREAS, Creditor Parties are willing to enter into the Security Agreement only upon the condition, among others, that Grantors shall have executed and delivered to Agent this 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:

A. AMENDMENT AND RESTATEMENT

As of the date of this Agreement, the terms, conditions, covenants, agreements, representations and warranties contained in the Existing IP Agreement shall be deemed amended and restated in their entirety as set forth in this Agreement and the Existing IP Agreement shall be consolidated with and into and superseded by this Agreement; provided, however, that nothing contained in this Agreement shall impair, limit or affect the liens and security interests

heretofore granted, pledged and/or assigned as security for the under the Existing IP Agreement except as otherwise herein provided.

Section 1. DEFINED TERMS: RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Security Agreement.

(b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry;

"Obligations" shall have the meaning provided thereto in the Security Agreement.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" means all trademarks, trade names, corporate names, business names, fictitious business names, Internet Domain Names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United

States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry.

"Trademark Licenses" mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

"UCC" shall have the meaning provided thereto in the Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Security Agreement or the Ancillary Agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**. Grantor hereby acknowledges and confirms that Agent has and shall continue to have a Lien upon all Collateral previously granted to Agent under the Existing IP Agreement. In addition, to secure the prompt payment to the Creditor Parties of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Creditor Parties, a continuing security interest in and

Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same;
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in (a) any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation, requires a consent not obtained of any government, governmental body or official or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such rule of law, statute or regulation or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and (b) any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Agent, in addition to the representations and warranties in Security Agreement and Ancillary Agreements, that:

- (a) Such Grantor does not own, in whole or in part, any Trademark, Patent, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto.
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor.
- (c) no Intellectual Property has been licensed or sublicensed by any Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto.
- (d) all Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, and, to such Grantor's knowledge, all Intellectual Property licensed to such Grantor, is subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect.
- (e) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material ;
- (f) such Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services;
- (g) this Agreement is effective to create a valid security interest in favor of Agent, for the benefit of the Creditor Parties, in all of Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Trademarks set forth on Schedule I hereto and the United States Patents set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements, and (iii) any action necessary to perfect Agent's Lien against any foreign registered Intellectual Property, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's United States and State Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. **COVENANTS.** Each Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in Security Agreement and Ancillary Agreements, that:

- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or requested by Agent, to maintain and pursue each application, for registration in respect of the Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as Agent shall deem appropriate under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks; and
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business.

Section 5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to Agent, for the ratable benefit of the Creditor Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement.

Section 6. **REINSTATEMENT.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. **INDEMNIFICATION.** Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby indemnify and hold Agent and each other Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will, jointly and severally, indemnify and keep Agent and each other Creditor Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Agent or any other Creditor Party.

Section 8. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

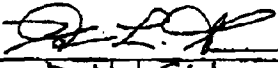
Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Security Agreement and the Ancillary Agreements.

Section 10. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

RONCO ACQUISITION CORPORATION

By: 
Name: David L. Slater
Title: C.O.O.

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title:

NY712779

SIGNATURE PAGE TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:
LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title:
Scott Bluestein
Authorized Signatory

SIGNATURE PAGE TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. TRADEMARKS

	MARK	DOCKET NO. (JMBM)	MARK TRUE CLASS	SERIAL NO./ REG. NO.	FILED/ ISSUED	OWNER/ REGISTRANT	STATUS
1)	BUT WAIT... THERE'S MORE	1030 UNITED STATES	TM/SM 16, 21, 35	78/861195	4/13/06	Ronco Corporation	PENDING
2)	CHEF N' GO RONCO MULTIFUNCTIONAL COOKER	1041 UNITED STATES	TM 11	78/974,944	09/14/2006	Ronco Corporation	PENDING
3)	CHEF N' GO	1040 UNITED STATES	MULTICLASS		UNFILED		UNFILED
4)	COOKING AT HOME	1036 UNITED STATES	MULTICLASS		UNFILED		UNFILED
5)	DIAL-O MATIC	1033 UNITED STATES	TM 7	78/8611354	4/13/06	Ronco Corporation	PENDING
6)	FLIP-IT	1001 UNITED STATES	TM 21	76/391693 2736185	04/04/2002 02/15/2003	Ronco Marketing Corp	REGISTERED
7)	FORMULA NUMBER 9	1002 UNITED STATES	TM 03	74/707417 1964838	08/24/1992 04/02/1996	Ronco Marketing Corp	REGISTERED
	GLH	1003 BENELUX	TM 03,05	1063910 763346	10/13/2004 03/10/2005	Ronco Inventions, LLC	REGISTERED
	GLH	1004 CANADA	TM 03	717458 472381	11/21/1992 03/11/1997	Ronco Hair Products, Inc.	REGISTERED
	GLH	1005 FRANCE	TM 03	93/463533 93456311	02/23/1993 02/23/1993	Ronco Hair Products, Inc.	REGISTERED
	GLH	1006 ITALY	TM 03	RM93CN00506 659437	02/19/1993 10/03/1993	Ronco Hair Products, Inc.	REGISTERED
	GLH	1007 KOREA	TM N 12	03-5713 285622	02/24/1993 02/21/1994	Ronco Hair Products, Inc.	REGISTERED
	GLH	1008 MEXICO	TM 03	157110 519430	12/16/1992 03/26/1996	Ronco Hair Products, Inc.	REGISTERED
8)	GLH	1009 UNITED STATES	TM 03	74/707418 1808729	08/24/1992 12/07/1993	Ronco Marketing Corp	REGISTERED
	GLH FORMULA NUMBER 9 BY POPEIL	1010 GERMANY	TM 03	R53542/Wz 2056289	02/16/1993 02/08/1994	Ronco Hair Products, Inc.	REGISTERED
9)	INCREDIBLE INVENTIONS	1011 UNITED STATES	SM 41	74/128771 1770493	01/08/1991 05/13/1994	Ronco Marketing Corp	REGISTERED
10)	MINDVISION	1029 UNITED STATES	TM 09	78/708483	09/07/05	Ronco, Inc.	ALLOWED
11)	MINDVISION	1026 UNITED STATES	TM 09	73/399169 3998304	12/01/97 09/20/05	Ronco Inventions, LLC	REGISTERED

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12.)	POCKET FISHERMAN	67007 UNITED STATES	TM 28	74/472728 1987-453	12/23/1993 07/16/1996	Ronco Marketing Corp	ABANDONED
13.)	POLAR BEAR	67006 UNITED STATES	MULTICLASS		UNFILED		UNFILED
14.)	POPEIL	1013 UNITED STATES	TM 28	74/472726 201408H	12/23/1993 11/05/1996	Ronco Marketing Corp	REGISTERED
15.)	POPEIL	1014 UNITED STATES	TM 07	74/168748 1893534	05/09/1995 05/09/1995	Ronco Marketing Cnrd	REGISTERED
	POPEIL	1015 CANADA	TM 07	725075 476182	03/19/1993 05/13/1997	Popeil Pasta Products, Inc.	REGISTERED
	POPEIL	1016 FRANCE	TM 07, 21	94/532664 94532664	08/11/1994 08/11/1994	Popeil Pasta Products, Inc.	REGISTERED
	POPEIL	1017 GERMANY	TM 07	R552497Wz 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
	POPEIL'S	1018 FRANCE	TM 07, 21	93/459748 93459748	03/16/1993 10/01/1993	Ronco, Inc.	REGISTERED
	POPEIL'S	1019 GERMANY	TM 07, 11	R552497wZ 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
	POPEIL'S	1020 ITALY	TM 07, 21	M93C002300 668390	03/30/1993 02/01/1996	Ronco, Inc.	REGISTERED
	POPEIL'S	1021 KOREA	TM 07, 11	93-8414 291828	03/17/1993 06/17/1994	Ronco, Inc.	REGISTERED
	POPEIL'S	1022 MEXICO	TM 07	164722 437666	03/11/1993 04/19/1994	Ronco, Inc.	REGISTERED
16.)	RON POPEIL, FLIPPER	1023 UNITED STATES	TM 21	76/391694	04/04/2002 ITU	Ronco Marketing Corp	ALLOWED
17.)	RONCO	1031 UNITED STATES	TM/SM 03, 07, 08, 09, 11, 14, 18, 19, 21, 28, 30, 35	78/8611350	04/13/2006	Ronco Corporation	PENDING
	RONCO (Design)	1038	MULTICLASS		UNFILED		UNFILED
18.)	RONCO ROTISSERIE	1024 UNITED STATES	TM 11	75/980361 2517731	12/03/1997 12/11/2001	Ronco Marketing Corp	REGISTERED
	SET IT AND FORGET IT	1037 EUROPEAN COMMUNITY	08, 11, 21	4699261 004699261	11/03/2005 10/23/06	Popeil Inventions, Inc.	REGISTERED
19.)	SET IT AND FORGET IT	1036 UNITED STATES	TM 11	77/032560	10/30/2006	Ronco Corporation	PENDING
20.)	SHOWTIME	1027 UNITED STATES	TM 11	75/980361 2476736	05/10/98 08/07/2001	Ronco Marketing Corp	REGISTERED
21.)	SIX STAR+	1032 UNITED STATES	TM 08	78/8611353	04/13/2006	Ronco Corporation	PENDING
22.)	TRIMCOMB	1025 UNITED STATES	TM 21	75/914712 2330571	06/25/1997 03/21/2000	Ronco Marketing Corp	ABANDONED
23.)	V6G-O-MATIC	1014 UNITED STATES	TM 07, 08, 21	75/864982	04/19/2006	Ronco Marketing Corp	PUBLISHED

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**SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. PATENT REGISTRATIONS

Patent Title	Inventor(s)	Jurisd.	Date Patent Issued	Patent No.
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/24/1998	5,731,012
Thrust bearing to be used in a contaminated environment	Backus and Popeil	U.S.	8/28/2001	6,280,092
Multi-Shaped Ravioli Maker	Backus and Popeil	U.S.	2/23/1998	5,720,991
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	South Korea	2/8/2002	327,814
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	EPO	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Germany	1/19/2000	69,422,658
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Italy	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.K.	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/16/1999	RE36147
Measuring Cup for Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/28/1994	5,324,185
Baldness Cosmetic and Method of Application	Pond, Backus and Popeil	U.S.	8/20/2002	6,436,380
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	1/9/2001	6,170,390
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	11/7/2000	6,142,064
Convenient Food Supporting Vessel for Use on a Rotisserie Cooking Spit	Backus and Popeil	U.S.	1/16/2001	6,173,645
Spit Rod Assembly	Backus and Popeil	U.S.	6/26/2001	6,250,214
Rotisserie Cooking Oven	Backus and Popeil	U.S.	7/23/2002	6,422,136
Spit Basket for Rotisserie Oven	Backus and Popeil	U.S.	7/3/2001	6,253,665
Dual Spit Rotisserie Assembly and Method of Cooking Therewith	Backus and Popeil	U.S.	6/5/2001	6,240,838
Rotisserie Oven Having Tracks for Loading a Spit Assembly	Backus and Popeil	U.S.	5/28/2002	6,393,972
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	12/9/2003	6,658,991
Rotisserie Oven Having a Heat Shield	Backus and Popeil	U.S.	12/18/2001	6,330,855
Rotisserie Oven Having a Shaped Food Basket	Backus and Popeil	U.S.	9/17/2002	6,450,087
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	5/1/2004	6,743,007
Food Injection Device	Backus and Popeil	U.S.	6/17/2003	6,578,470
Rotisserie and Spit Assembly	Backus and Popeil	U.S.	5/27/2003	6,568,315
Spit Rod Assembly for Rotisserie Oven	Backus and Popeil	U.S.	6/25/2002	6,408,742
Rotisserie Spit Attachment	Backus and Popeil	U.S.	5/27/2003	6,568,316

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Horizontal Rotisserie Oven	Backus and Popeil	U.S.	6/1/2004	6,742,445
Spit Assembly for Rotisserie Oven	Backus and Popeil	U.S.	3/25/2003	6,536,334
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,806
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,805
Food Cutting Apparatus	Backus and Popeil	U.S.	8/14/1990	4,948,106
Food Cutting Apparatus	Backus and Popeil	U.S.	2/28/1989	4,807,862
Baldness Cosmetic and Method of Application	Kenneth Pond, Popeil and Backus	U.S.	11/9/2004	6,814,957
Food Injection Device	Backus and Popeil	U.S.	1/11/2005	6,840,161
Rotisserie Cooker	Backus and Popeil	U.S.	4/5/2005	6,874,408
Food Cooking Rotisserie	Backus and Popeil	U.S.	1/4/2005	6,837,150
Barbeque Grill Spit Assembly	Backus and Popeil	Australia	1/20/2005	777,121
Barbeque Grill Spit Assembly	Backus and Popeil	South Korea	5/26/2005	493,601
Device to lift, move and flip foods	Backus and Popeil	U.S.	6/27/2006	7,065,883
Vented countertop rotisserie oven	Backus and Popeil	U.S.	4/4/2006	7,021,203
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Kathryn Popeil	U.S.	11/21/2006	7,138,609
Pasta, pastry, cookie, and hors d'oeuvre maker	Backus and Popeil	U.S.	12/26/2006	7,153,120
Countertop rotisserie oven with warning unit	Backus and Popeil	U.S.	6/5/2007	7,225,729
Spit Assembly Support Base	Backus and Popeil	U.S.	6/5/2007	7,225,730
Enclosed rotisserie with added convenience	Backus and Popeil	U.S.	1/24/2006	6,988,445
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	4/4/2006	7,021,204
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/6/95	5,421,713
Device for injection of solid material into foods device	Backus and Popeil	Spain	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	Italy	3/22/2006	34438E2006
Device for injection of solid material into foods device	Backus and Popeil	Germany	3/22/2006	60210005.4
Device for injection of solid material into foods device	Backus and Popeil	UK	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	France	3/22/2006	1269861
Rotisserie Oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Lauren Popeil	U.S.	11/15/2005	6965095
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	5/11/2005	122,889

II. PATENT APPLICATIONS

Patent Title	Inventor(s)	Jurisd.	Patent No.	Publication/ App No.
Food Cooking basket for a rotisserie oven	Backus and Popeil	U.S.		20070145061
Method of using a device to lift, move and flip foods	Backus and Popeil	U.S.		20070101585
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20070034621
Countertop rotisserie oven with warming unit	Backus and Popeil	U.S.	7,225,729	20060144250
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.		20060144248
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081595
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081594
Split assembly support base	Backus and Popeil	U.S.	7,225,730	20050284306
Food cooking apparatus with detachable components	Backus and Popeil	U.S.		20050056633
Device to inject foods with solid objects	Backus and Popeil	U.S.		20040194644
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	7,021,204	20040144260
Enclosed rotisserie with added convenience (rotisserie oven including gloves and method of using the gloves)	Backus and Popeil	U.S.		10/286.621
Rotisserie cooker	Backus and Popeil	U.S.		11/367.831
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.		11/613.878
Simplified Device to Quickly Cook Food	Backus and Popeil	U.S.		11/735.905
Food Injection Device	Backus and Popeil	Canada		2423987
Device to Lift, Move and Flip Foods	Backus and Popeil	EPO		03090217.5
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Japan		2007-532328
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Canada		2580789
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Mexico		MX/a/2007/003254
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	South Korea		10-2007-7009071
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	China		200580038583.6
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	EPO		0578.3433.5

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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Asset #	Title of Work	Registration Number	Description of Asset
1	N/A	Unregistered	Copyrights for Showtime Infomercial (all versions)
2	N/A	Unregistered	Copyrights for Six Star* Infomercial (all versions)
3	N/A	Unregistered	Copyrights for Popeil Pasta Maker Infomercial (all versions)
4	N/A	Unregistered	Copyrights for Food Dehydrator Infomercial (all versions)
5	N/A	Unregistered	Copyrights for GLH Infomercial (all versions)
6	N/A	Unregistered	Copyrights for Pocket Fisherman Infomercial (all versions)
7	N/A	Unregistered	Copyrights for all instructional videos including Pasta Maker, Showtime Rotisseries (all versions), and GLH
8	Showtime Rotisserie & BBQ	VA-999-140	Drawings & Instructions
9	Showtime Rotisserie & BBA instructions & recipes	VA-999-237	Drawings & instructions
10	Showtime rotisserie & BBQ	VA-1-072-728	Assembly instructions with drawings and text
11	Showtime rotisserie & BBQ	VA-1-073-111	Assembly instructions with drawings and text
12	Showtime rotisserie	VA-1-073-	Adaptation of design and additional

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artistic work and text

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POWER OF ATTORNEY - TRADEMARKS

**SCHEDULE IV
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

I. OTHER INTELLECTUAL PROPERTY NOT COVERED BY THE FOREGOING

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POWER OF ATTORNEY - TRADEMARKS

EXHIBIT A

SPECIAL POWER OF ATTORNEY TRADEMARKS

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April ____, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- II. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule I of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- III. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

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POWER OF ATTORNEY - TRADEMARKS

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of April, 2008, before me personally came _____
to me known, who being by me duly sworn, did depose and say s/he is the _____ of
Ronco Acquisition Corporation, the corporation described in and which executed the foregoing
instrument; and that s/he signed her/his name thereto by order of the board of directors of said
corporation.

Notary Public
My Commission Expires:

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POWER OF ATTORNEY - TRADEMARKS

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of April, 2008, before me personally came _____
to me known, who being by me duly sworn, did depose and say s/he is the _____ of
Ronco Acquisition Corporation, the corporation described in and which executed the foregoing
instrument; and that s/he signed her/his name thereto by order of the board of directors of said
corporation.

Notary Public
My Commission Expires:

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POWER OF ATTORNEY - PATENTS

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of April, 2008, before me personally came _____
to me known, who being by me duly sworn, did depose and say s/he is the _____ of
Ronco Acquisition Corporation, the corporation described in and which executed the foregoing
instrument; and that s/he signed her/his name thereto by order of the board of directors of said
corporation.

Notary Public
My Commission Expires:

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POWER OF ATTORNEY - COPYRIGHTS

EXHIBIT D

SPECIAL POWER OF ATTORNEY OTHER INTELLECTUAL PROPERTY

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April ____, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- VIII. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Other Intellectual Property listed on Schedule IV of the Agreement, any additional intellectual property which is added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- IX. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

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POWER OF ATTORNEY - OTHER IP

**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of April 16, 2008, is made by Ronco Acquisition Corporation, a Delaware Corporation (the "Grantor") (each a "Grantor" and, collectively, "Grantors"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Lenders (as defined in the Security Agreement referred to below) (the "Agent").

WHEREAS, pursuant to the terms of that certain Security Agreement dated as August 9, 2007 (the "Original Security Agreement") by and among Grantor, certain Subsidiaries of Pledgor and Kallina Corporation ("Kallina"), Kallina and certain of its assignees provided financial accommodations to Pledgor;

WHEREAS, in order to secured its obligations under the Original Security Agreement, Grantor executed and delivered to Kallina that certain Intellectual Property Security Agreement dated as of August 9, 2007 (the "Original IP Agreement");

WHEREAS, Kallina has partially assigned its rights under the Original Security Agreement and the Original IP Agreement to Valens Offshore SPV I, Ltd. ("Valens");

WHEREAS, Kallina and Valens have assigned their security interests granted under the Original IP Agreement to the Agent;

WHEREAS, the terms of the Original Security Agreement are being amended and restated pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof by and among Grantor, certain Eligible Subsidiaries of Grantor, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented and otherwise modified the "Security Agreement");

WHEREAS, Creditor Parties are willing to enter into the Security Agreement only upon the condition, among others, that Grantors shall have executed and delivered to Agent this 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:

A. AMENDMENT AND RESTATEMENT.

As of the date of this Agreement, the terms, conditions, covenants, agreements, representations and warranties contained in the Existing IP Agreement shall be deemed amended and restated in their entirety as set forth in this Agreement and the Existing IP Agreement shall be consolidated with and into and superseded by this Agreement; provided, however, that nothing contained in this Agreement shall impair, limit or affect the liens and security interests

heretofore granted, pledged and/or assigned as security for the under the Existing IP Agreement except as otherwise herein provided.

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

(a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Security Agreement.

(b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry;

"Obligations" shall have the meaning provided thereto in the Security Agreement.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" means all trademarks, trade names, corporate names, business names, fictitious business names, Internet Domain Names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United

States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry.

"Trademark Licenses" mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

"UCC" shall have the meaning provided thereto in the Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Security Agreement or the Ancillary Agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby acknowledges and confirms that Agent has and shall continue to have a Lien upon all Collateral previously granted to Agent under the Existing IP Agreement. In addition, to secure the prompt payment to the Creditor Parties of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Creditor Parties, a continuing security interest in and

Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same;
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in (a) any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation, requires a consent not obtained of any government, governmental body or official or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such rule of law, statute or regulation or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and (b) any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Agent, in addition to the representations and warranties in Security Agreement and Ancillary Agreements, that:

- (a) Such Grantor does not own, in whole or in part, any Trademark, Patent, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto.
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor.
- (c) no Intellectual Property has been licensed or sublicensed by any Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto.
- (d) all Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, and, to such Grantor's knowledge, all Intellectual Property licensed to such Grantor, is subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect.
- (e) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material ;
- (f) such Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services;
- (g) this Agreement is effective to create a valid security interest in favor of Agent, for the benefit of the Creditor Parties, in all of Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Trademarks set forth on Schedule I hereto and the United States Patents set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements, and (iii) any action necessary to perfect Agent's Lien against any foreign registered Intellectual Property, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's United States and State Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in Security Agreement and Ancillary Agreements, that:

- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or requested by Agent, to maintain and pursue each application, for registration in respect of the Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as Agent shall deem appropriate under the circumstances to protect such Grantor's rights in such Intellectual Property.
- (d) Such Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks; and
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business.

Section 5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to Agent, for the ratable benefit of the Creditor Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement.

Section 6. **REINSTATEMENT.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. **INDEMNIFICATION.** Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby indemnify and hold Agent and each other Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will, jointly and severally, indemnify and keep Agent and each other Creditor Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Agent or any other Creditor Party.

Section 8. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.


Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Security Agreement and the Ancillary Agreements.

Section 10. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

RONCO ACQUISITION CORPORATION

By: 
Name: David L. Shier
Title: C.O.O.

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title:

NY712779

SIGNATURE PAGE TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____
Name:
Title: *Scott Blaustein
Authorized Signatory*

SIGNATURE PAGE TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARKS

MARK	DOCKRT NO. (JMIM)	MARK TRUE CLASS	SERIAL NO./ REG. NO.	FILED/ ISSUED	OWNER/ REGISTRANT	STATUS
BUT WAIT ... THERE'S MORE	1030 UNITED STATES	TM/SM 16, 21, 35	78/861195	4/13/06	Ronco Corporation	PENDING
CHEF N' GO RONCO MULTIFUNCTIONAL COOKER	1041 UNITED STATES	TM 11	78/974,944	09/14/2006	Ronco Corporation	PENDING
CHEF N' GO	1040 UNITED STATES	MULTICLASS		UNFILED		UNFILED
COOKING AT HOME	1036 UNITED STATES	MULTICLASS		UNFILED		UNFILED
DIAL-O-MATIC	1033 UNITED STATES	TM 7	78/861354	4/13/06	Ronco Corporation	PENDING
FLIP-IT	1001 UNITED STATES	TM 21	76/391695 2736185	04/04/2002 02/15/2003	Ronco Marketing Corp	REGISTERED
FORMULA NUMBER 9	1002 UNITED STATES	TM 03	74/307417 1964838	08/24/1992 04/02/1996	Ronco Marketing Corp	REGISTERED
GLH	1003 BENELUX	TM 03,05	1063910 763346	10/13/2004 03/10/2005	Ronco Inventions, LLC	REGISTERED
GLH	1004 CANADA	TM 03	717458 472381	11/23/1992 03/11/1997	Ronco Hair Products, Inc.	REGISTERED
GLH	1005 FRANCE	TM 03	93/465533 93456533	02/23/1993 02/23/1993	Ronco Hair Products, Inc.	REGISTERED
GLH	1006 ITALY	TM 03	RM93C000506 659437	02/19/1993 10/03/1993	Ronco Hair Products, Inc.	REGISTERED
GLH	1007 KOREA	TM N 12	03-5713 285622	02/24/1993 02/21/1994	Ronco Hair Products, Inc.	REGISTERED
GLH	1008 MEXICO	TM 03	157110 519430	12/16/1992 03/26/1996	Ronco Hair Products, Inc.	REGISTERED
GLH	1009 UNITED STATES	TM 03	74/307418 1808729	08/24/1992 12/07/1993	Ronco Marketing Corp	REGISTERED
GLH FORMULA NUMBER 9 BY POPEIL	1010 GERMANY	TM 03	R53542/Wz 2056289	02/16/1993 02/08/1994	Ronco Hair Products, Inc.	REGISTERED
INCREDIBLE INVENTIONS	1011 UNITED STATES	SM 41	74/128771 1770493	01/08/1991 05/11/1994	Ronco Marketing Corp	REGISTERED
MINDVISION	1029 UNITED STATES	TM 09	78/708483	09/07/05	Ronco, Inc.	ALLOWED
MINDVISION	1026 UNITED STATES	TM 09	75/399369 2998504	12/03/97 09/20/05	Ronco, Inventions, LLC	REGISTERED

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POCKET FISHERMAN	67007 UNITED STATES	TM 2R	74/472728 1987453	12/23/1993 07/16/1996	Ronco Marketing Corp	ABANDONED
POLAR BEAR	67006 UNITED STATES	MULTICLASS		UNFILED		UNFILED
POPEIL	1013 UNITED STATES	TM 2R	74/472726 2014088	12/23/1993 11/05/1996	Ronco Marketing Corp	REGISTERED
POPEIL	1014 UNITED STATES	TM 07	74/368748 1893534	05/09/1995 05/09/1995	Ronco Marketing Cnrd	REGISTERED
POPEIL	1015 CANADA	TM 07	725075 476182	03/19/1993 05/13/1997	Popeil Pasta Products, Inc.	REGISTERED
POPEIL	1016 FRANCE	TM 07.21	94/532664 94532664	08/11/1994 08/11/1994	Popeil Pasta Products, Inc.	REGISTERED
POPEIL	1017 GERMANY	TM 07	R552497Wz 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
POPEIL'S	1018 FRANCE	TM 07.21	93/459748 93459748	03/16/1993 10/01/1993	Ronco, Inc.	REGISTERED
POPEIL'S	1019 GERMANY	TM 07.11	R552497wZ 2092996	02/10/1994 03/15/1995	Ronco, Inc.	REGISTERED
POPEIL'S	1020 ITALY	TM 07.21	M93C002300 668390	03/30/1993 02/01/1996	Ronco, Inc.	REGISTERED
POPEIL'S	1021 KOREA	TM 07, 11	93-8414 291828	03/17/1993 06/17/1994	Ronco, Inc.	REGISTERED
POPEIL'S	1022 MEXICO	TM 07	164722 457666	03/31/1993 04/19/1994	Ronco, Inc.	REGISTERED
RON POPEIL, FLIPPER	1023 UNITED STATES	TM 21	76/391694	04/04/2002 ITU	Ronco Marketing Corp	ALLOWED
RONCO	1031 UNITED STATES	TM/SM 03, 07, 08, 09, 11, 16, 18, 19, 21, 28, 30, 35	78/8611350	04/13/2006	Ronco Corporation	PENDING
RONCO (Design)	1038	MULTICLASS		UNFILED		UNFILED
RONCO ROTISSERIE	1024 UNITED STATES	TM 11	75/399370 2517731	12/03/1997 12/11/2001	Ronco Marketing Corp	REGISTERED
SET IT AND FORGET IT	1037 EUROPEAN COMMUNITY	08, 11, 21	4699261 004699261	11/03/2005 10/23/06	Popeil Inventions, Inc.	REGISTERED
SET IT AND FORGET IT	1036 UNITED STATES	TM 11	77/032560	10/30/2006	Ronco Corporation	PENDING
SHOWTIME	1027 UNITED STATES	TM 11	75/980361 2476736	06/10/98 08/07/2001	Ronco Marketing Corp	REGISTERED
SIX STAR+	1032 UNITED STATES	TM 08	78/861353	04/13/2006	Ronco Corporation	PENDING
TRIMCOMB	1025 UNITED STATES	TM 21	75/314732 2330571	06/25/1997 03/21/2000	Ronco Marketing Corp	ABANDONED
VEG-O-MATIC	1034 UNITED STATES	TM 07, 08, 21	78/864982	04/19/2006	Ronco Marketing Corp	PUBLISHED

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SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Patent Title	Inventor(s)	Jurisd.	Date Patent Issued	Patent No.
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/24/1998	5,731,012
Thrust bearing to be used in a contaminated environment	Backus and Popeil	U.S.	8/28/2001	6,280,092
Multi-Shaped Ravioli Maker	Backus and Popeil	U.S.	2/23/1998	5,720,991
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	South Korea	2/8/2002	327,814
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	EPO	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Germany	1/19/2000	69,422,658
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	Italy	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.K.	1/19/2000	628,251
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	3/16/1999	RE36147
Measuring Cup for Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/28/1994	5,324,185
Baldness Cosmetic and Method of Application	Pond, Backus and Popeil	U.S.	8/20/2002	6,436,380
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	1/9/2001	6,170,390
Enclosed Rotisserie with Added Convenience	Backus and Popeil	U.S.	11/7/2000	6,142,064
Convenient Food Supporting Vessel for Use on a Rotisserie Cooking Spit	Backus and Popeil	U.S.	1/16/2001	6,173,645
Spit Rod Assembly	Backus and Popeil	U.S.	6/26/2001	6,250,214
Rotisserie Cooking Oven	Backus and Popeil	U.S.	7/23/2002	6,422,136
Spit Basket for Rotisserie Oven	Backus and Popeil	U.S.	7/3/2001	6,253,665
Dual Spit Rotisserie Assembly and Method of Cooking Therewith	Backus and Popeil	U.S.	6/5/2001	6,240,838
Rotisserie Oven Having Tracks for Loading a Spit Assembly	Backus and Popeil	U.S.	5/28/2002	6,393,972
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	12/9/2003	6,658,991
Rotisserie Oven Having a Heat Shield	Backus and Popeil	U.S.	12/18/2001	6,330,855
Rotisserie Oven Having a Shaped Food Basket	Backus and Popeil	U.S.	9/17/2002	6,450,087
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	5/1/2004	6,743,007
Food Injection Device	Backus and Popeil	U.S.	6/17/2003	6,578,470
Rotisserie and Spit Assembly	Backus and Popeil	U.S.	5/27/2003	6,568,315
Spit Rod Assembly for Rotisserie Oven	Backus and Popeil	U.S.	6/25/2002	6,408,742
Rotisserie Spit Attachment	Backus and Popeil	U.S.	5/27/2003	6,568,316

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Horizontal Rotisserie Oven	Backus and Popeil	U.S.	6/1/2004	6,742,445
Spit Assembly for Rotisserie Oven	Backus and Popeil	U.S.	3/25/2003	6,536,334
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,806
Food Cooking Rotisserie	Backus and Popeil	U.S.	8/31/2004	6,782,805
Food Cutting Apparatus	Backus and Popeil	U.S.	8/14/1990	4,948,106
Food Cutting Apparatus	Backus and Popeil	U.S.	2/28/1989	4,807,862
Baldness Cosmetic and Method of Application	Kenneth Pond, Popeil and Backus	U.S.	11/9/2004	6,814,957
Food Injection Device	Backus and Popeil	U.S.	1/11/2005	6,840,161
Rotisserie Cooker	Backus and Popeil	U.S.	4/5/2005	6,874,408
Food Cooking Rotisserie	Backus and Popeil	U.S.	1/4/2005	6,837,150
Barbeque Grill Spit Assembly	Backus and Popeil	Australia	1/20/2005	777,121
Barbeque Grill Spit Assembly	Backus and Popeil	South Korea	5/26/2005	493,601
Device to lift, move and flip foods	Backus and Popeil	U.S.	6/27/2006	7,065,883
Vented countertop rotisserie oven	Backus and Popeil	U.S.	4/4/2006	7,021,203
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Kathryn Popeil	U.S.	11/21/2006	7,138,609
Pasta, pastry, cookie, and hors d'oeuvre maker	Backus and Popeil	U.S.	12/26/2006	7,153,120
Countertop rotisserie oven with warming unit	Backus and Popeil	U.S.	6/5/2007	7,225,729
Spit Assembly Support Base	Backus and Popeil	U.S.	6/5/2007	7,225,730
Enclosed rotisserie with added convenience	Backus and Popeil	U.S.	1/24/2006	6,988,445
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	4/4/2006	7,021,204
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.	6/6/95	5,421,713
Device for injection of solid material into foods device	Backus and Popeil	Spain	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	Italy	3/22/2006	3443BE2006
Device for injection of solid material into foods device	Backus and Popeil	Germany	3/22/2006	60210005.4
Device for injection of solid material into foods device	Backus and Popeil	UK	3/22/2006	1269861
Device for injection of solid material into foods device	Backus and Popeil	France	3/22/2006	1269861
Rotisserie Oven having horizontally and vertically oriented cooking elements	Backus, Ron Popeil and Lauren Popeil	U.S.	11/15/2005	6965095
Barbeque Grill Spit Assembly	Backus and Popeil	U.S.	5/11/2005	122,889

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II. PATENT APPLICATIONS

Patent Title	Inventor(s)	Jurisd.	Patent No.	Publication/ App No.
Food Cooking basket for a rotisserie oven	Backus and Popeil	U.S.		20070145061
Method of using a device to lift, move and flip foods	Backus and Popeil	U.S.		20070101585
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20070034621
Countertop rotisserie oven with warming unit	Backus and Popeil	U.S.	7,225,729	20060144250
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.		20060144248
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081595
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	U.S.		20060081594
Spit assembly support base	Backus and Popeil	U.S.	7,225,730	20050284306
Food cooking apparatus with detachable components	Backus and Popeil	U.S.		20050056633
Device to inject foods with solid objects	Backus and Popeil	U.S.		20040194644
Enclosed rotisserie with detachable electronic components	Backus and Popeil	U.S.	7,021,204	20040144260
Enclosed rotisserie with added convenience (rotisserie oven including gloves and method of using the gloves)	Backus and Popeil	U.S.		10/286,621
Rotisserie cooker	Backus and Popeil	U.S.		11/367,831
Pasta, Pastry, Cookie and Hors D'oeuvre Maker	Backus and Popeil	U.S.		11/613,878
Simplified Device to Quickly Cook Food	Backus and Popeil	U.S.		11/735,905
Food Injection Device	Backus and Popeil	Canada		2423987
Device to Lift, Move and Flip Foods	Backus and Popeil	EPO		03090217.5
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Japan		2007-532328
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Canada		2580789
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	Mexico		MX/a/2007/003254
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	South Korea		10-2007-7009071
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	China		200580038583.6
Rotisserie oven having horizontally and vertically oriented cooking elements	Backus and Popeil	EPO		05783433.5

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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Asset #	Title of Work	Registration Number	Description of Asset
1	N/A	Unregistered	Copyrights for Showtime Infomercial (all versions)
2	N/A	Unregistered	Copyrights for Six Star* Infomercial (all versions)
3	N/A	Unregistered	Copyrights for Popeil Pasta Maker Infomercial (all versions)
4	N/A	Unregistered	Copyrights for Food Dehydrator Infomercial (all versions)
5	N/A	Unregistered	Copyrights for GLH Infomercial (all versions)
6	N/A	Unregistered	Copyrights for Pocket Fisherman Infomercial (all versions)
7	N/A	Unregistered	Copyrights for all instructional videos including Pasta Maker, Showtime Rotisseries (all versions), and GLH
8	Showtime Rotisserie & BBQ	VA-999-140	Drawings & instructions
9	Showtime Rotisserie & BBA instructions & recipes	VA-999-237	Drawings & instructions
10	Showtime rotisserie & BBQ	VA-1-072-728	Assembly instructions with drawings and text
11	Showtime rotisserie & BBQ	VA-1-073-111	Assembly instructions with drawings and text
12	Showtime rotisserie	VA-1-073-	Adaptation of design and additional

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artistic work and text

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POWER OF ATTORNEY - TRADEMARKS

SCHEDULE IV
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. OTHER INTELLECTUAL PROPERTY NOT COVERED BY THE FOREGOING

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POWER OF ATTORNEY - TRADEMARKS

EXHIBIT A

SPECIAL POWER OF ATTORNEY TRADEMARKS

STATE OF _____)
)
COUNTY OF _____)

ss:

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April __, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- II. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule I of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- III. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

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POWER OF ATTORNEY - TRADEMARKS

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of April, 2008, before me personally came _____
to me known, who being by me duly sworn, did depose and say s/he is the _____ of
Ronco Acquisition Corporation, the corporation described in and which executed the foregoing
instrument; and that s/he signed her/his name thereto by order of the board of directors of said
corporation.

Notary Public
My Commission Expires:

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POWER OF ATTORNEY - TRADEMARKS

EXHIBIT B

SPECIAL POWER OF ATTORNEY PATENTS

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April __, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- IV. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Patents listed on Schedule II of the Agreement, the patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- V. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

NY712779.3
666666-33333

POWER OF ATTORNEY - PATENTS

EXHIBIT C

SPECIAL POWER OF ATTORNEY COPYRIGHTS

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April __, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- VI. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Copyrights listed on Schedule III of the Agreement, the copyrights which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- VII. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

NY712779.3
666666-33333

POWER OF ATTORNEY - COPYRIGHTS

EXHIBIT D

SPECIAL POWER OF ATTORNEY OTHER INTELLECTUAL PROPERTY

STATE OF _____)
)
COUNTY OF _____) ss:

KNOW ALL MEN BY THESE PRESENTS, that Ronco Acquisition Corporation, a corporation formed under the laws of Delaware, with its principal office at 2121 Rosencrans Avenue, Suite 2370, El Segundo, California 90245 ("Company"), pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of April ____, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Agreement"), hereby appoints and constitutes LV Administrative Services, Inc. ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- VIII. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Other Intellectual Property listed on Schedule IV of the Agreement, any additional intellectual property which is added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- IX. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated:

RONCO ACQUISITION CORPORATION

By: _____
Name:
Title:

NY712779.3
066666-33333

POWER OF ATTORNEY -- OTHER IP

STATE OF _____)
)
COUNTY OF _____) ss:

On the ____ day of April, 2008, before me personally came _____
to me known, who being by me duly sworn, did depose and say s/he is the _____ of
Ronco Acquisition Corporation, the corporation described in and which executed the foregoing
instrument; and that s/he signed her/his name thereto by order of the board of directors of said
corporation.

Notary Public
My Commission Expires:

NY712779.3
666666-33333

POWER OF ATTORNEY - OTHER IP