

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2968239

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NATURE OF CONVEYANCE previously recorded on Reel 033448 Frame 0036. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
INFUSION BRANDS, INC.	04/03/2014

RECEIVING PARTY DATA

Name:	MIG7 INFUSION, LLC
Street Address:	16311 BAYCROSS DRIVE
City:	LAKWOOD RANCH
State/Country:	FLORIDA
Postal Code:	34202

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D642886
Patent Number:	D685242
Application Number:	13394671
PCT Number:	US2012027380
PCT Number:	US2013039632
Application Number:	29467218
Application Number:	14112556
PCT Number:	US2012034168
PCT Number:	US2012027072
PCT Number:	US2012026923

CORRESPONDENCE DATA

Fax Number: (813)229-1660

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.

Phone: 8132297600

Email: KTURILLI@SLK-LAW.COM

Correspondent Name: WILL BLAIR/SHUMAKER, LOOP & KENDRICK

Address Line 1: 101 EAST KENNEDY BOULEVARD, SUITE 2800

Address Line 4: TAMPA, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	M15409-162966	PATENT
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NAME OF SUBMITTER:	WILLARD A. BLAIR
SIGNATURE:	/Willard A. Blair/
DATE SIGNED:	08/05/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2965335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INFUSION BRANDS, INC.	04/03/2014
RECEIVING PARTY DATA	
Name:	MIG7 INFUSION, LLC
Street Address:	16311 BAYCROSS DRIVE
City:	LAKWOOD RANCH
State/Country:	FLORIDA
Postal Code:	34202
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	D642886
Patent Number:	D685242
Application Number:	13394671
PCT Number:	US2012027380
PCT Number:	US2013039632
Application Number:	29467218
Application Number:	14112556
PCT Number:	US2012034168
PCT Number:	US2012027072
PCT Number:	US2012026923
CORRESPONDENCE DATA	
Fax Number:	(813)229-1660
<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>	
Email:	kturilli@slk-law.com
Correspondent Name:	WILL BLAIR/SHUMAKER, LOOP & KENDRICK
Address Line 1:	101 EAST KENNEDY BOULEVARD, SUITE 2800
Address Line 4:	TAMPA, FLORIDA 33602
ATTORNEY DOCKET NUMBER:	M15409-162966
NAME OF SUBMITTER:	WILLARD A. BLAIR
SIGNATURE:	/Willard A. Blair/

PATENT

REEL: 033472 FRAME: 0228

EXHIBIT A
to Security Agreement
PATENT SECURITY AGREEMENT

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

WITNESSETH :

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

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

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

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

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

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

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

- (a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);
- (c) all patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule I attached hereto, and all rights corresponding thereto throughout the world.

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

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

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

Section 7. **Transaction Document, etc.** This Agreement is a Transaction Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

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

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

Debtor:

INFUSION BRANDS, INC.

By: 
Name: Robert De Cecco
Title: CEO

Secured Party:

MIG7 INFUSION, LLC

By: Mallitz Investment Group, LLC, Manager

By: _____
Craig A. Mallitz, President

Signature Page to Patent Security Agreement

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

Debtor:

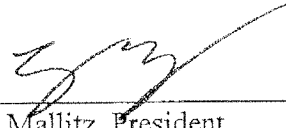
INFUSION BRANDS, INC.

By: _____
Name: _____
Title: _____

Secured Party:

MIG7 INFUSION, LLC

By: Mallitz Investment Group, LLC, Manager

By:  _____
Craig A. Mallitz, President

Signature Page to Patent Security Agreement

**SCHEDULE I
to Patent Security Agreement**

Item A. Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issued Patents</u>		<u>Title</u>
		<u>Issued Date</u>	<u>Inventor(s)</u>	
Australia	342593	5/16/2012	Nottingham Spirk / INBI	Design (CS 450)
Australia	342594	5/16/2012	Nottingham Spirk / INBI	Design (CS 650)
Japan	1468083	3/29/2013	Nottingham Spirk / INBI	Design (CS 450)
US	D642,886	8/9/2011	Nottingham Spirk / INBI	Design (CS 450)
Japan	1468084	3/29/2013	Nottingham Spirk / INBI	Design (CS 650)
European Community	001681917-0001	4/26/2010	Nottingham Spirk / INBI	Design (Dual Force Saw)
European Community	001692229-0001	4/26/2010	Nottingham Spirk / INBI	Design (Quad Blades)
China P.R.	302287435	1/16/2013	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0001	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0002	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0003	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0004	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0005	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0006	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	002001925-0007	3/2/2012	Nottingham Spirk / INBI	Design (Recip Saw)
US	D,685,242	7/2/2013	Nottingham Spirk / INBI	Design (Recip Saw)
European Community	001575119-0001	8/26/2009	Nottingham Spirk / INBI	Design (Juicer)
European Community	001575143-0001	8/26/2009	Nottingham Spirk / INBI	Design (Juicer)

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	29/418,579	4/18/2012	Nottingham Spirk / INBI	Design (CS 650)
US	29/467,220	9/17/2013	Nottingham Spirk / INBI	Design (Recip Saw)
Brazil	BR112013022972-1	3/2/2012	Nottingham	Utility (Recip

			Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Mexico	PCT/US2012/- 27380	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
S. Africa	2013/06729	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
China P.R.	2.0121E+11	4/11/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
China P.R.	201220450374.X	9/5/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
China P.R.	2.0122E+11	6/15/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
China P.R.	2.0122E+11	9/5/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
New Zealand	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Taiwan	UNKNOWN	3/7/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
US	13/394,671	3/7/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Russian Fed.	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Canada	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
China P.R.	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Australia	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
Japan	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
			Nottingham	Utility (Recip
EPC	PCT/US2012/02738 0	3/2/2012	Spirk / INBI	Saw)
Patent	PCT/US2012/02738		Nottingham	Utility (Recip
Cooperation	0	3/2/2012	Spirk / INBI	Saw)
Patent	PCT/US2013/03963		Nottingham	Utility (Wobble
Cooperation	2	5/6/2013	Spirk / INBI	Aparatus)
			Nottingham	
China P.R.	2.0121E+11	9/5/2012	Spirk / INBI	Utility (Electric)
			Nottingham	Utility (Quick Assembly
China P.R.	2.0121E+11	6/15/2012	Spirk / INBI	and Disassembly)
Patent	PCT/US2012/05335		Nottingham	Utility (Saw &
Cooperation	1	8/31/2012	Spirk / INBI	Saw Blade)
			Nottingham	Utility (Osc
Australia	2012245536	10/30/2013	Spirk / INBI	Tool)
			Nottingham	Design (OSC
US	29/467218	9/17/2013	Spirk / INBI	Tool)
			Nottingham	Utility (Osc
US	14-112556	10/18/2013	Spirk / INBI	Tool)
Canada	2833584	12/13/2013	Nottingham	Utility (Osc

Russian Fed Patent Cooperation Patent Cooperation	2013151797 PCT/US2012/03416 8 PCT/US2012/02072 PCT/US2012/02707	12/9/2013 4/19/2012 2/29/2012	Spirk / INBI Nottingham Spirk / INBI Nottingham Spirk / INBI Nottingham	Tool) Utility (Osc Tool) Utility (Osc Tool) Utility (Jig Saw)
China P.R. Patent Cooperation	2 PCT/US2012/02692 3	2/29/2012 2/28/2012	Spirk / INBI Nottingham Spirk / INBI Nottingham	Utility (Jig Saw) Utility (Hole Saw) Utility (Hole Saw)
China P.R.	3	2/28/2012	Spirk / INBI Nottingham	Provisional (Dual Drawer Organizer)
US	61/778,735	3/13/2013	Spirk / INBI Nottingham	Design (Juicer)
US	Docketed	N/A	Spirk / INBI Nottingham	Design (Juicer)
US	Docketed	N/A	Spirk / INBI Nottingham	Design (Juicer)
US	1575119	7/8/2009	Spirk / INBI Nottingham	Design (Juicer) Utility
EPC	12004692.5	6/22/2012	Spirk / INBI	(ShamPaw)

Patent Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	HOSH 200008US01	N/A	Nottingham Spirk / INBI	Design (Juicer)
US	HOSH 200009US01	N/A	Nottingham Spirk / INBI	Design (Juicer)

Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expirations Date</u>	<u>Subjec t Matter</u>
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