# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 1-A

**REGULATION A OFFERING CIRCULAR**
**UNDER THE SECURITIES ACT OF 1933**

# RONCO BRANDS, INC.

(Exact name of issuer as specified in its charter)

**Delaware**

(State of other jurisdiction of incorporation or organization)

**15505 Long Vista Drive, Suite 250**
**Austin, TX 78728**
**Phone: (512) 225--9846**

(Address, including zip code, and telephone number,
including area code of issuer's principal executive office)

**William M. Moore**
**Chief Executive Officer**
**Ronco Brands, Inc.**
**15505 Long Vista Drive, Suite 250**
**Austin, TX 78728**
**Phone: (512) 225-9846**

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

*Copy to:*
**Laura Anthony, Esq.**
**Legal & Compliance, LLC**
**330 Clematis Street, Suite 217**
**West Palm Beach, FL 33401**
**Phone: 561-514-0936**
**Fax: 561-514-0832**

| 5900 | 81-5383910 |
|---|---|
| (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification Number) |

**Preliminary Offering Circular**
**February 28, 2017**
**Subject to Completion**

**An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Offering Circular was filed may be obtained.**

# RONCO BRANDS, INC.

## 5,000,000 Shares of Common Stock

### Minimum Purchase: 20 Shares of Common Stock ($120.00)

RONCO BRANDS, INC., a Delaware corporation (the "Company" or "Ronco Brands"), is offering up to 5,000,000 shares ("Shares") of its common stock, par value of $0.0001 per share ("Common Stock"), at a fixed price of $6.00 per share of Common Stock, with an aggregate amount of $30,000,000, in a "Tier 2 Offering" under Regulation A (the "Offering"). There is no minimum number of Shares that needs to be sold in order for funds to be released to the Company and for this Offering to close. The minimum amount of subscription required per investor is $120, and subscriptions, once received, are revocable until they become irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company. This Offering is being conducted on a "best efforts" basis, which means that there is no guarantee that any minimum amount will be sold, through our placement agent Wellington Shields & Co., LLC (the "Placement Agent" or the "Underwriter"), a registered broker-dealer and a member of the Financial Industry Regulatory Authority ("FINRA"). The Placement Agent is not purchasing or selling any securities pursuant to this Offering. The Placement Agent and other broker dealers will receive compensation for sales of the securities offered hereby at a fixed commission rate of 6% of the gross proceeds of the Offering. See "Plan of Distribution" in this Offering Circular. None of the Shares offered are being sold by present security holders of the Company.

We expect to commence the sale of the Shares as of the date on which the Offering Statement of which this Offering Circular is a part is declared qualified by the United States Securities and Exchange Commission ("SEC"). The Offering is expected to expire on the first of: (i) all of the Shares offered are sold; or (ii) the close of business six (6) months after the date that this Offering is deemed qualified by the SEC, unless sooner terminated or extended up to no more than an additional six (6) months by the Company.

The Company has engaged Direct Transfer, LLC ("Direct Transfer"), a wholly owned subsidiary of Issuer Direct Corp., to provide certain technology and administrative services in connection with the Offering, including the online platform of Direct Transfer by which investors of Ronco Brands will receive, review, execute and deliver subscription agreements electronically. Potential investors may at any time make revocable offers to subscribe to purchase shares of our common stock. Such revocable offers will become irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company. Payment of the purchase price by ACH debit transfer, wire transfer or by major credit card shall be made through the online platform of Direct Transfer to Regions Bank (the "Escrow Agent") and received and held by Escrow Agent in a non-interest bearing escrow account ("Escrow Account") in compliance with SEC Rule 15c2-4, with funds released to the Company only after we closed on the subscription as described in this Offering Circular. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be notified by Direct Transfer, as the transfer agent, that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber. Payments made by major credit card shall be limited to $300 per Subscriber. The Company may close on investments on a "rolling" basis (so not all investors will receive their Shares on the same date). Funds will be promptly refunded without interest, for sales that are not consummated. Upon closing under the terms as set out in this Offering Circular, funds will be immediately transferred to the Company (where the funds will be available for use in the operations of the Company's business in a manner consistent with the "Use of Proceeds" in this Offering Circular) and the Shares for such closing will be issued to investors.

No public market currently exists for our shares of Common Stock. We intend to apply to list our common stock on the NYSE MKT or the NASDAQ Capital Market under the symbol "RNCO". There is no assurance that this application will be approved. If not approved, we intend to apply for quotation of our common stock on the OTCQX Marketplace under the symbol "RNCO". Our common stock will not be listed on the NYSE MKT or NASDAQ Capital Market, or quoted on the OTCQX Marketplace, until after the termination of this offering.

Ronco Brands was recently formed to become the holding company of Ronco Holdings, Inc. ("Ronco Holdings"), a provider of proprietary consumer products for the kitchen and home, when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors, LLC pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Ronco Brands issued all of its authorized shares of Series A Super Voting Preferred Stock, which have 100 votes per share, to William Moore, the chief executive officer of Ronco Brands. Following this offering, Mr. Moore will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock if all the Common Stock being offered are sold. As a result of his voting power, he will be able to control any action requiring the general approval of our stockholders, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws and the approval of any merger or sale of substantially all of our assets. If we obtain listing on either the NYSE MKT or NASDAQ Capital Market, we will be a "controlled company" within the meaning of the corporate governance rules of the NYSE MKT or NASDAQ Capital Market. See "Organizational Structure" and "Management—Controlled Company."

We are an "emerging growth company," as such term is defined in Section 2(a)(19) of the Securities Act of 1933, as amended, and we will be subject to reduced public reporting requirements. See "Emerging Growth Company Status."

| | Price to Public | Underwriting Discounts and Commissions[1] [2] | Proceeds, Before Expenses, to Company[3] |
|---|---|---|---|
| Per Share | $ 6.00 | $ 0.36 | $ 5.64 |
| Total [4] | $ 30,000,000 | $ 1,800,000 | $ 28,200,000 |

[1] This table depicts broker-dealer commissions of 6% of the gross offering proceeds. Please refer to the section entitled **"**Plan of Distribution" beginning on page 35 of this Offering Circular for additional information regarding total underwriter compensation. In addition, we have agreed to reimburse the Placement Agent for its reasonable out-of-pocket expenses subject to our prior written consent. We paid the Placement Agent a non-refundable retainer fee of $30,000.

[2] In addition to the broker-dealer discounts and commissions included in the above table, our Placement Agent will have the right to acquire warrants to purchase shares of our common stock equal to 3% of the aggregate shares sold in this offering ("Placement Agent Warrants"). The Placement Agent Warrants have an exercise price of $6.60 per share.

[3] Does not include estimated offering expenses including, without limitation, legal, accounting, auditing, escrow agent, transfer agent, other professional, printing, advertising, travel, marketing, blue-sky compliance and other expenses of this Offering. We estimate the total expenses of this Offering, excluding the Placement Agent's commissions and expenses, will be approximately $1,000,000.

[4] Assumes that the maximum aggregate offering amount of $30,000,000 is received by us.

**Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.**

**An investment in the Shares is subject to certain risks and should be made only by persons or entities able to bear the risk of and to withstand the total loss of their investment. Prospective investors should carefully consider and review the RISK FACTORS beginning on page 15.**

**THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR THE COMMISSION, DOES NOT PASS UPON THE MERITS OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.**

This Offering Circular follows the disclosure format of Part I of Form S-1 pursuant to the general instructions of Part II(a)(1)(ii) of Form 1-A.

## WELLINGTON SHIELDS & CO., LLC

**The date of this Offering Circular is _____, 2017.**

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**We have not, and the Underwriter has not, authorized anyone to provide any information other than that contained or incorporated by reference in this Offering Circular prepared by us or to which we have referred you. Neither we nor the Underwriter take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This Offering Circular is an offer to sell only the Common Stock offered hereby but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this Offering Circular is current only as of its date, regardless of the time of delivery of this Offering Circular or any sale of Common Stock.**

**For investors outside the United States: We have not done anything that would permit this Offering or possession or distribution of this Offering Circular in any jurisdiction where action for that purpose is required, other than the United States. You are required to inform yourselves about and to observe any restrictions relating to this Offering and the distribution of this Offering Circular.**

## MARKET AND INDUSTRY DATA AND FORECASTS

Certain market and industry data included in this Offering Circular is derived from information provided by third-party market research firms or third-party financial or analytics firms that we believe to be reliable. Market estimates are calculated by using independent industry publications, government publications and third-party forecasts in conjunction with our assumptions about our markets. We have not independently verified such third-party information. The market data used in this Offering Circular involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. While we are not aware of any misstatements regarding any market, industry or similar data presented herein, such data involves risks and uncertainties and are subject to change based on various factors, including those discussed under the headings "Cautionary Statement Regarding Forward-Looking Statements" and "Risk Factors" in this Offering Circular. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

Certain data are also based on our good faith estimates, which are derived from management's knowledge of the industry and independent sources. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. Statements as to our market position are based on market data currently available to us. While we are not aware of any misstatements regarding the industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this Offering Circular. Similarly, we believe our internal research is reliable, even though such research has not been verified by any independent sources.

## TRADEMARKS AND COPYRIGHTS

We own or have rights to trademarks or trade names that we use in connection with the operation of our business, including our corporate names, logos and website names. In addition, we own or have the rights to copyrights, trade secrets and other proprietary rights that protect the content of our products and the formulations for such products. This Offering Circular may also contain trademarks, service marks and trade names of other companies, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this Offering Circular is not intended to, and should not be read to, imply a relationship with or endorsement or sponsorship of us. Solely for convenience, some of the copyrights, trade names and trademarks referred to in this Offering Circular are listed without their ©, ® and ™ symbols, but we will assert, to the fullest extent under applicable law, our rights to our copyrights, trade names and trademarks. All other trademarks are the property of their respective owners.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Offering Circular contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "intend," "expect," "outlook," "seek," "anticipate," "estimate," "approximately," "believe," "could," "project," "predict," or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, contain financial and operating projections or state other forward-looking information. Our ability to predict results or the actual effect of future events, actions, plans or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could have a material adverse effect on our forward-looking statements and upon our business, results of operations, financial condition, funds derived from operations, cash available for dividends, cash flows, liquidity and prospects include, but are not limited to, the factors referenced in this Offering Circular, including those set forth below.

When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this Offering Circular. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this Offering Circular. The matters summarized below and elsewhere in this Offering Circular could cause our actual results and performance to differ materially from those set forth or anticipated in forward-looking statements. Accordingly, we cannot guarantee future results or performance. Furthermore, except as required by law, we are under no duty to, and we do not intend to, update any of our forward-looking statements after the date of this Offering Circular, whether as a result of new information, future events or otherwise.

## OFFERING CIRCULAR SUMMARY

*This summary of the Offering Circular highlights material information concerning our business and this offering. This summary does not contain all of the information that you should consider before making your investment decision. You should carefully read the entire Offering Circular, including the information presented under the section entitled "Risk Factors". This summary contains forward-looking statements that involve risks and uncertainties. Our actual results may differ significantly from future results contemplated in the forward-looking statements as a result of factors such as those set forth in "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements."*

*In this Offering Circular, unless the context indicates otherwise, "Ronco Brands," the "Company," "we," "our," "ours" or "us" refer, (i) prior to the assignment of Ronco Holdings, Inc. to Ronco Brands, Inc. ("Anticipated RHI Assignment"), to only Ronco Brands, Inc. and, (ii) following the Anticipated RHI Assignment, to Ronco Brands, Inc. and its consolidated subsidiaries, including Ronco Holdings, Inc. (referred to herein as "Ronco Holdings").*

### OUR COMPANY

#### Overview

Ronco Brands, Inc. was incorporated in Delaware on February 16, 2017. In connection with the formation of Ronco Brands, Ronco Brands authorized 100,000,000 shares of common stock, par value $0.0001 per share, and 20,000,000 shares of preferred stock, par value $0.0001 per share, as its capital stock. Ronco Brands was formed by RNC Investors, LLC ("RNC Investors"), William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC (collectively, "Founders") to become the holding company of Ronco Holdings, Inc., a Delaware corporation ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Prior to and after the Anticipated RHI Assignment on April 1, 2017, William Moore has served and will continue to serve as the chief executive officer of Ronco Brands and as the president of Ronco Holdings, respectively. Prior to the completion of the Offering, Mr. Moore controls approximately 98% of the voting power of the outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock of Ronco Brands issued to Mr. Moore upon the formation of Ronco Brands.

Following the Anticipated RHI Assignment on April 1, 2017, the financial statements of Ronco Brands and Ronco Holdings, the sole operating and wholly owned subsidiary of Ronco Brands, will be reported on a consolidated basis. Ronco Brands, through Ronco Holdings, will own the Ronco brand and associated assets and will be engaged in the development, manufacture through third-party factories, and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco Holdings is a provider of proprietary consumer products for the kitchen and home. Ronco Hodings' product line sells throughout the year through infomercials ("direct response TV"), online sales, wholesale distributors, direct retailers, live shopping and royalty/international sales.

Ronco Holdings is the owner of one of the pre-eminent brands in the history of direct response TV, Ronco®. Ronco Holdings is also the owner of Dual Tools®, Infusion Collection® and Doc®, which are product brands Ronco Holdings acquired from Infusion Brands, Inc. With over $2 billion of brand revenues since its inception, Ronco has over its history brought to market such iconic products as the Ronco Pocket Fisherman®, Ronco Veg-o-Matic®, and the Ronco Showtime® Rotisserie and currently offers products including the Showtime Rotisserie®, E-Z Store Rotisserie®, Ronco Chiptastic® Microwave Potato Chip Maker, Ronco 5 Minute Pasta Wizard, Ronco Turbo Dehydrator™, the award-winning, patented innovation, the Ronco Ready® Grill, and its newest innovation, the Ronco Pizza and More™. Prior to the launch of the Ronco Ready Grill™, Ronco had not developed any significant innovation in over 10 years. The launch of the Ronco Ready® Grill, followed by the Ronco Pizza and More™ has reinvigorated the Ronco® brand. This will accelerate with the addition of more innovative new products going forward, as well as the redesign and re-imagination of many classic Ronco products consumers have enjoyed from the past. Management has also segmented Ronco into three distinct brands going forward: Ronco® (household appliances), Ronco Wonder® (gadgets & cleaning) and Ronco Classics™ (classic, beloved original Ronco products including, but not limited to the Veg-O-Matic® and Pocket Fisherman®). The Company's management believes that this sub-brand strategy allows Ronco Holdings to both introduce a new and broader range of products under the valuable Ronco brand umbrella, while still delivering on its core Ronco® brand promise of "Always Innovating®".

#### Sales Channels

Ronco Holdings' product lines sell throughout the year through various sales channels. The following is a discussion on the various sales channels that Ronco Holdings sells through.

*Retail*

The Retail sales channel includes those sales efforts to and revenue from buyers who resell our products at retail, both physical (brick and mortar) and through their online portals. Although historically (prior to 2005) the Ronco brand was sold only through direct response, over the past decade, both Ronco Holdings and other similar direct response sellers have received an increasingly large percentage, and in many cases a majority, of their revenue by monetizing the brand and product identities created by direct response advertising through retail sales. The Company's management expects the retail sales channel to be the largest (in terms of revenue) for Ronco Holdings for the foreseeable future.

Ronco Holdings' customers in the Retail sales channel include both large retailers, including Walmart, Bed Bath & Beyond, Target, Home Depot and Amazon, and many regional and smaller retailers. The customers in the Retail sales channel purchase goods both for their physical ("brick and mortar") locations, and for their online portals, which represents a regularly increasing percentage of all the Company's Retail sales. The Company's management expects continued growth in the Retail sales channel as additional products are introduced and as additional direct response advertising is run, which supports those sales. The Company's management also expects continued growth of online sales as a percentage of Retail sales, which represents an opportunity for Ronco Holdings to capture an increasing percentage of those online sales through its own portal, www.ronco.com. Information on this website is not a part of this Offering Circular.

During 2016, Ronco Holdings determined that the most efficient manner to support a growing Retail sales channel dominated by large Retail chains, including these Retailers' online presence, was to transition to a "distribution model" where Ronco Holdings sells all its products to Retail using a large, qualified distributor which is then responsible to sell and support all Retail customers, thereby allowing Ronco Holdings to direct and focus its resources more to product innovation and development. Ronco Holdings has entered into an agreement with Englewood Marketing Group, Inc. to act as Ronco Holdings' exclusive distributor for Retail sales with a full transition to this sales model by the end of the first quarter of 2017.

Following the Anticipated RHI Assignment on April 1, 2017, the Company's management anticipates continued growth in the Retail sales channel, both from the introduction of existing Ronco products to new retail customers, and from the introduction of new Ronco products across all customers.

*Live Shopping*

The Live Shopping sales channel includes those sales efforts to and revenue from customers who operate "live shopping" networks, both domestic and international, including customers such as QVC, HSN, Evine, TSC (Canada), and HSE24 (Europe), among others. Live Shopping is most similar to the Company's historic direct response business, but instead of paying for the media itself and charging the wholesale price direct to the ultimate customer, the Company instead sells the goods at wholesale (as in the Retail sales channel) to the live shopping networks, and those channels effectively pay the cost of the media time to demonstrate and sell the products.

Although virtually all of Ronco Holdings' historic products are available to be sold through the Live Shopping sales channel, the Live Shopping sales channel also affords Ronco Holdings the opportunity to source, test, rebrand and sell many other non-core products that happen to fit a desire on the part of one or more live shopping networks based on their particular market research or trend analyses. For those particular sales, Ronco Holdings may use the Ronco brand or an affiliated brand (including Dual Tools, Doc, or the Infusion Collection). These types of products are generally later in the product development cycle or in, or very nearly in, production when sourced, and therefore are much faster in time-to-market than newly-designed products. In addition to its own brands, from time to time on a limited basis Ronco also sells its products to the live shopping networks as "private label" products where the live shopping network brands the product with one of its own category specific brands such as "Cook's Essentials" at QVC, or Clean& Co. at Evine.

Following the Anticipated RHI Assignment on April 1, 2017, the Company's management anticipates continued growth in the Live Shopping sales channel as current products receive continued airings, and as additional products are introduced by Ronco Holdings, and are sourced and added for the Company's other brands.

*Direct Response*

The Direct Response sales channel includes those sales efforts in and revenue from the direct response market. "Direct Response" is the process of advertising directly to customers by purchasing media, whether radio, television or online, then monetizing that media cost by direct sales to such customers prompted by that media, either by telephone or online.

The Ronco brand was the first direct response brand, and Ron Popeil, its founder, is effectively credited with creating the direct response market. From its founding through today, the Ronco brand has sold over $2 billion of products through direct response, spending over $500 million on direct response advertising to do so, also creating in the process a lasting brand recognition with consumers. Until 2005, all Ronco brand products were sold via direct response. Since then, as a result both of the increase of media costs and the proliferation of sales channels (including particularly online), the direct response business has become less profitable viewed alone, but continues to be profitable as part of a strategy which uses direct response to fund all or a portion of its own media costs, and monetizes that media not just through direct response, but also through retail and online sales. This is how the Company's management views and, following the Anticipated RHI Assignment on April 1, 2017, will approach direct response, and in that light, views it as a key part of the Company's overall sales strategy.

Given management's view of the best use of direct response, it is anticipated that, following the Anticipated RHI Assignment on April 1, 2017, direct response will be used for a relatively small number of the Company's Ronco brand products in any given year, and only in those situations where the net profit or cost of the direct response campaign, taken as a whole with any associated retail and online sales, meets management's requirements for an acceptable net margin.

*Royalty*

The Royalty sales channel includes those sales efforts to and revenue from those international (and limited domestic) sales where Ronco Holdings receives its revenue as a royalty, rather than by selling product directly, resulting in no investment in inventory and very minimal, if any, sales and marketing expense by Ronco Holdings. Ronco Holdings' primary contracts in this area are with Oak Lawn Marketing Incorporated ("OLM"), which distributes the Ronco Holdings' Ronco brand internationally, and its legacy DualTools® and DualSaw® brands worldwide.

Ronco Holdings' contracts with OLM generally provide that OLM will be directly responsible for all costs of goods and all sales and marketing expenses for its sales, with Ronco Holdings' only requirement being to provide those media assets it has on hand, with occasional minimal editing. As a result, the Company views the Royalty sales channel as having the potential for meaningful contribution and growth going forward, particularly since it requires little to no incremental investment over what is already being made to sell products through other channels, and therefore, following the Anticipated RHI Assignment on April 1, 2017, nearly all of the revenue generated will be net margin for the Company.

**Product development and marketing**

Ronco Holdings both develops Ronco brand products internally and sources Ronco brand products externally (typically with some minor additional internal development). For the internally-developed products, Ronco Holdings incurs expenses for product research and development, including design engineering, prototyping, testing, manufacturing implementation and oversight, packaging and packaging design, among others. For the externally sourced products, Ronco Holdings' involvement with product development varies based upon the market-readiness of the product when sourced. Ronco Holdings' involvement therefore varies from marketing for completely market-ready products to some level of re-design and product development for others. In the case of externally-sourced products, Ronco Holdings typically attempts to negotiate exclusive marketing rights.

Following the Anticipated RHI Assignment on April 1, 2017, we anticipate marketing both our internally sourced and externally sourced products through some combination of direct response television, traditional television advertising, and a full complement of digital marketing, including social media and online marketing, among others. In the case of those products sold through our home shopping segment, that medium serves as its own marketing channel.

**Supply and distribution**

Ronco Holdings typically works with third party suppliers and manufacturers on a per order, or per item basis. This arrangement will remain the same following the Anticipated RHI Assignment on April 1, 2017. In the event that a manufacturer is unable to meet supply or manufacturing requirements at some time in the future, we may suffer short-term interruptions of delivery of certain products while we establish an alternative source. In most cases, alternative sources are readily available and we have established working relationships with several third-party distributors, suppliers and manufacturers. Ronco Holdings also relies on third-party carriers and freight forwarders for product shipments, including shipments to and from our distribution facilities and customer distribution facilities.

**Industry**

The retail kitchen appliance, kitchen accessory, and home products, live shopping small kitchen appliance, kitchen accessory, and home products, and direct response industries in the U.S. are large, and each continues to grow. In addition to potentially benefiting from that market growth, we believe the Company's existing products offer compelling value propositions, and we believe the market will continue to be available for new product innovations that either meet an unmet consumer need or provide a more compelling value proposition than those competing products already in the market.

**Competition**

The retail small kitchen appliance and home products industry is very large, and made up of many very large and profitable companies, many of whose products compete directly or indirectly with those of the Company following the Anticipated RHI Assignment on April 1, 2017 and with those the Company will introduce in the future. Many of those competitors are larger and have greater financial resources than we do, and may be able to devote greater resources for the development and promotion of their products than we can. We believe the principal competitive factors in this area to be product quality, product price and product exposure.

The live shopping small kitchen appliance and home products industry is large, and made up of many other large and profitable companies, many of whose products compete directly or indirectly with those of the Company following the Anticipated RHI Assignment on April 1, 2017 to be granted television air time on the various home shopping channels, both domestically and abroad. Many of those competitors are larger and have greater financial resources than we do, and may be able to devote greater resources for the development of their products than we can. We believe the principal competitive factors in this area to be product innovation, product quality, and product price.

The direct response marketing industry is a large, fragmented and competitive industry. The United States direct response marketing industry has a diverse set of channels, including direct mail, telemarketing, television, radio, newspaper, magazines and others. The list of market leaders fluctuates constantly, and many groups with no previous experience in direct response enter and leave the business constantly. We believe the principal competitive factors in direct response marketing include brand recognition and authenticity, product innovation, product quality and product price.

**Intellectual property**

Following the Anticipated RHI Assignment on April 1, 2017, our success will depend to some degree on the goodwill associated with our trademarks and other proprietary intellectual property rights. We attempt to protect our intellectual property and proprietary rights through a combination of trademark, copyright and patent law, trade secret protection and confidentiality agreements with our employees and marketing and advertising partners. We pursue the registration of our domain names, trademarks and service marks and patents in the United States and abroad.

**Government regulation**

Following the Anticipated RHI Assignment on April 1, 2017, the Company will be subject to numerous federal, state and foreign health, safety and environmental regulations. The Company's management believes the impact of expenditures to comply with such laws will not have a material adverse effect on the Company.

This area is uncertain and developing. Any new legislation or regulation or the application or interpretation of existing laws may have an adverse effect on our business. Even if our activities are not restricted by any new legislation, the cost of compliance may become burdensome, especially as different jurisdictions adopt different approaches to regulation.

**RECENT DEVELOPMENTS**

**Stock Issuances upon Incorporation of Ronco Brands**

Upon the formation of Ronco Brands on February 16, 2017, Ronco Brands issued:

(1) 3,500,000 shares of common stock to Moore Family Investors/RBI LLC ("Moore Family LLC") at a purchase price of $0.0001 per share (for an aggregate of $350);

(2) 1,133,000 shares of common stock to Fredrick Schulman at a purchase price of $0.0001 per share (for an aggregate of $113);

(3) 617,000 shares of common stock to RNC Investors at a purchase price of $0.0001 per share (for an aggregate of $62);

(4) 3,500,000 shares of Series A Super Voting Preferred Stock to William Moore at a purchase price of $0.0001 per share (for an aggregate of $350); and

(5) 6,950,000 shares of Series B Preferred Stock to RNC Investors at a purchase price of $0.0001 per share (for an aggregate of $695).

Moore Family LLC's members are William Moore's adult children, Jeffrey K. Moore (50%) and Matthew R. Moore (50%), and Moore Family LLC's manager is Jeffrey K. Moore. Jeffrey and Matthew Moore do not reside in the same household as William Moore and therefore William Moore disclaims beneficial ownership of Jeffrey and Matthew Moore's percentage interest of Moore Family LLC in Ronco Brands.

The foregoing securities were issued by the Company pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**Settlement of MIG7 Debt in Exchange for Ronco Holdings and Laurus Note**

On December 26, 2016, RNC Investors acquired from MIG7 Infusion, LLC ("MIG7"):

(1) debt in the total approximate amount of $16,700,000 owed by ASTV (the predecessor parent company of Ronco Holdings), Infusion Brands, Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC and Ronco Funding, LLC ("Credit Parties") to MIG7 evidenced by that certain Second Amended and Restated Promissory Note, dated as of April 3, 2014 (the "MIG7 Note") of the Credit Parties to MIG7 and that certain Senior Note Purchase Agreement, dated as of April 3, 2014 (as the same has been amended to date, the "Purchase Agreement") between the Credit Parties and MIG7; and

(2) all other ownership, securities or claims of any type or origin which exist or may exist in the future between MIG7 and the Credit Parties and their respective officers, directors, members, affiliates, investors or beneficiaries (the "MIG7 Claims")

On January 13, 2017, RNC Investors notified the Credit Parties in a demand letter that an Event of Default (as defined in the Purchase Agreement) had occurred under the MIG7 Note, and that the total amount due and payable by the Credit Parties to RNC Investors under the MIG7 Note was $16,708,264 ("MIG7 Debt") as of December 31, 2016.

As of February 17, 2017, RNC Investors entered into that certain Settlement and General Release Agreement ("Settlement Agreement"), with Credit Parties as well as Ronco Brands, pursuant to which, the following transactions shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date"):

(1) RNC Investors will settle and release the MIG7 Debt due from the Credit Parties and the related MIG7 Claims;

(2) ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares");

(3) Credit Parties (i) will assign to RNC Investors the secured debt of Ronco Holdings in the amount of $12,323,072 (as of December 31, 2016, the "Laurus Debt") owed by Ronco Holdings to Credit Parties under that certain Amended and Restated Secured Promissory Note, dated September 30, 2011, between Ronco Holdings, as borrower, and LV Administrative Services, as prior lender, collateral assignee and endorsee of Ronco Acquisition, LLC ("Laurus Note") (See *1.5% Secured Promissory Note* within Note 10 of audited financial statements for Ronco Holdings ("RHI Audited Financial Statements") for further information), which note and related indebtedness was acquired by the Credit Parties and (ii) will amend the maturity date of the Laurus Note to be June 30, 2018, as both evidenced by that certain Amendment, Assignment and Assumption Agreement, dated as of February 17, 2017, between the Credit Parties and RNC Investors ("Amendment, Assignment and Assumption Agreement");

(4) the termination of that certain Loan and Security Agreement, dated April 11, 2014 ("RHI-Infusion Loan Agreement") (See *18% Loan and Security Agreement* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and Infusion Brands, as lender, with an outstanding amount of $651,237, pursuant to that certain Termination of Loan and Security Agreement, dated as of February 17, 2017, between Ronco Holdings and Infusion Brands ("RHI-Infusion Loan Termination Agreement");

(5) the termination of that certain Promissory Note, dated May 5, 2014 ("RHI-ASTV Note") (See *14% Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and ASTV, as lender, which was in the original principal amount of $200,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and ASTV ("RHI-ASTV Note Termination Agreement");

(6) the termination of that certain Amended and Restated Contingent Promissory Note, dated December 5, 2013 ("RHI-RFL Note") (See *Contingent Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and RFL Enterprises, LLC ("RFL Enterprises"), as lender, which was in the original principal amount of $3,770,000 and was outstanding in the amount of $3,770,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and RFL Enterprises ("RHI-RFL Note Termination Agreement");

(7) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(8) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement (regarding items (1) through (8) immediately above) shall immediately be terminated and shall each be of no further force or effect.

In addition, pursuant to the terms of the Settlement Agreement, Ronco Brands will offer, during a period of 45 days following the first business day following February 17, 2017, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share (the "Warrant and Share Exchange").

Immediately following the Anticipated RHI Assignment on April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares pursuant to that certain Stock Redemption Agreement, dated as of February 17, 2017, between Ronco Brands and Ronco Holdings.

**Loans**

From November 5, 2012 through August 15, 2013, Angelo Balbo Management, LLC, an accredited investor, loaned an aggregate of $1,100,000 to Ronco Holdings (See *Current notes payable – third party* section of Note 10 to the RHI Audited Financial Statements for further discussion on the history of this loan). Such loans and accrued interest amounted to $1,663,236 as of December 31, 2016, which was (i) memorialized by that certain Amendment and Restatement of Promissory Note, dated as of February 17, 2017, between Ronco Holdings and Mr. Schulman as agent for Angelo Balbo Management, LLC and (ii) evidenced as the principal amount outstanding in that certain Amended and Restated Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC ("Balbo Promissory Note"), replacing that certain Promissory Note, dated June 30, 2013, in the principal amount of $1,100,000, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC. The Balbo Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

From July 2, 2015 through October 7, 2016, John C. Kleinert and his IRA (namely Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) loaned an aggregate of $2,447,102 to Ronco Holdings, of which $1,795,000 in loans remain outstanding as of December 31, 2016 (See *18% - 24% On Demand Promissory Notes* within Note 10 to the RHI Audited Financial Statements for further discussion on the history of some of these loans). All interest on such loans had been paid as of December 31, 2016. $1,495,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and John C. Kleinert and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to John C. Kleinert, with a principal amount of $1,495,000 which accrues interest at the rate of 20.16% per year ("Kleinert Note"). $300,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016, with a principal amount of $300,000 which accrues interest at the rate of 24% per year ("Kleinert IRA Note"; together with "Kleinert Note", referred to as the "Kleinert Promissory Notes"). The Kleinert Promissory Notes each mature on June 30, 2018.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, as (i) memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and RNC Investors and (ii) evidenced by that Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018. The outstanding principal amount and accrued interest on the RNC Promissory Note amounted to $1,505,902 as of December 31, 2016.

The foregoing promissory notes were issued pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**Risks Affecting Us**

Prior to and following the Anticipated RHI Assignment on April 1, 2017, our business will be subject to numerous risks and uncertainties, including those described in "Risk Factors" immediately following this offering circular summary and elsewhere in this offering circular. These risks represent challenges to the successful implementation of our strategy and to the growth and future profitability of our business. These risks include, but are not limited to, the following:

- we are an early-stage company with a limited operating history which makes it difficult to evaluate our current business and future prospects and may increase the risk of your investment;
- failure to integrate the businesses and operations of Ronco Brands and Ronco Holdings;
- our inability to attract customers and increase sales to new and existing customers;
- failure of manufacturers and services providers to deliver products or provide services in a cost effective and timely manner;
- our failure to develop, find or market new products;
- our failure to promote and maintain a strong brand;
- failure to achieve or sustain profitability;
- the history of losses of our subsidiary, Ronco Holdings;
- risks associated with the direct response television industry;
- risks associated with the retail small kitchen appliance industry;
- our failure to successfully or cost-effectively manage our marketing efforts and channels;
- significant competition;
- the business risks of international operations;

- changing consumer preferences;
- adequate protection of confidential information;
- potential litigation from competitors and health related claims from customers;
- a limited market for our common stock;
- the fact that we are considered a "controlled company" and exempt from certain corporate governance rules primarily relating to board independence, and we intend to use some or all of these exemptions; and
- the fact that we are a holding company with no operations and will rely on our operating subsidiary Ronco Holdings to provide us with funds.

**Emerging Growth Company Status**

We are an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act of 1933, as amended (the "Securities Act"), as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). As such, we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We intend to take advantage of all of these exemptions.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards, and delay compliance with new or revised accounting standards until those standards are applicable to private companies. We have elected to take advantage of the benefits of this extended transition period.

We could be an emerging growth company until the last day of the first fiscal year following the fifth anniversary of our first common equity offering, although circumstances could cause us to lose that status earlier if our annual revenues exceed $1.0 billion, if we issue more than $1.0 billion in non-convertible debt in any three-year period or if we become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act.

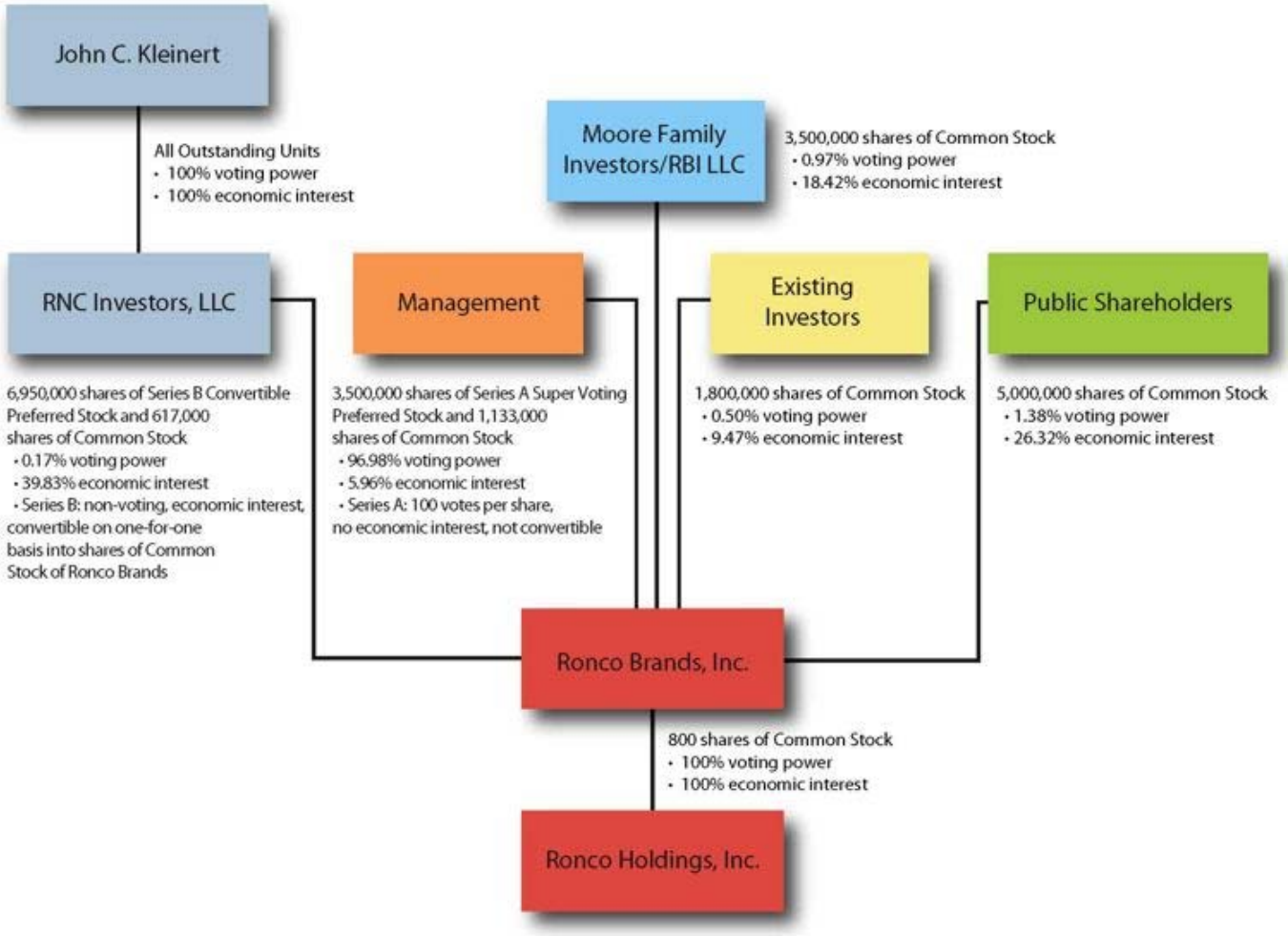
**COMPANY INFORMATION**

Our principal office is located at 15505 Long Vista Drive, Suite 250, Austin, TX 78728 and our phone number is (512) 225-9846. Our corporate website address is *www.ronco.com*. Information contained on, or accessible through, our website is not a part of, and is not incorporated by reference into, this Offering Circular.

Following the Anticipated RHI Assignment on April 1, 2017, Ronco, the logos of Ronco, and other trade names, trademarks or service marks of Ronco Holdings appearing in this Offering Circular will be the property of Ronco Brands. Trade names, trademarks and service marks of other organizations appearing in this Offering Circular are the property of their respective holders.

**ORGANIZATIONAL STRUCTURE**

The diagram below depicts our organizational structure after this offering:




This diagram assumes that an aggregate of 1,800,000 shares of Common Stock have been issued by Ronco Brands to holders of ASTV Warrants who elect to exchange their ASTV Warrants under the Settlement Agreement.

William Moore, our chief executive officer, will control approximately 96.67% of the voting power of our outstanding capital stock through our Series A Super Voting Preferred Stock after this offering is completed if all the Common Stock being offered are sold. As a result of his voting power, he will be able to control any action requiring the general approval of our stockholders, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws and the approval of any merger or sale of substantially all of our assets. If we obtain listing on either the NYSE MKT or NASDAQ Capital Market, we will be a "controlled company" within the meaning of the corporate governance rules of the NYSE MKT or NASDAQ Capital Market. See "Organizational Structure" and "Management—Controlled Company."

## THE OFFERING

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| **Securities Being Offered by the Company** | 5,000,000 shares of common stock, par value $0.0001 per share (the "Common Stock"), on a "best efforts" basis for up to $30,000,000 of gross proceeds. Purchasers of the Shares will become our common stockholders. |
| **Offering Price per Common Stock by the Company** | $6.00 per share of Common Stock. |
| **Underwriter** | Wellington Shields & Co., LLC shall serve as our Placement Agent along with participating broker-dealers. |
| **Subscribing Online** | We have engaged Direct Transfer, LLC ("Direct Transfer"), a wholly owned subsidiary of Issuer Direct Corp., to provide certain technology and administrative services in connection with the Offering, including the online platform of Direct Transfer by which investors of Ronco Brands will receive, review, execute and deliver subscription agreements electronically. Potential investors may at any time make revocable offers to subscribe to purchase shares of our common stock. Such revocable offers will become irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company. |
| **Escrow Agent** | Regions Bank shall serve as our Escrow Agent. |
| **Escrow Account** | Payment of the purchase price by ACH debit transfer, wire transfer or by major credit card shall be made through the online platform of Direct Transfer to Regions Bank (the "Escrow Agent") and received and held by Escrow Agent in a non-interest bearing escrow account ("Escrow Account") in compliance with SEC Rule 15c2-4, with funds released to the Company only after we closed on the subscription as described in this Offering Circular. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be notified by Direct Transfer, as the transfer agent, that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber. Funds will be promptly refunded without interest, for sales that are not consummated. Payments made by major credit card shall be limited to $300 per subscriber. Upon each closing, the proceeds collected for such closing will be disbursed to the Company and the Shares for such closing will be issued to investors. |
| **Minimum Investment Amount** | The minimum amount of subscription required per investor is $120, and subscriptions, once received, are revocable until they are irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company. |
| **Investment Amount Restrictions** | Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(c) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov. |

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| **Capital Stock** | Our common stock is common equity and contains no preferences as to other classes of our capital stock. Each share of our common stock entitles the holder to one vote on all matters submitted to the vote of the stockholders, including the election of directors. Our preferred stock is "blank check" preferred stock whereby the board of directors has authority to determine the powers, preferences, rights, qualifications, limitations and restrictions without separate shareholder approval. Holders of Series A Super Voting Preferred Stock ("Series A Preferred Stock") are entitled to 100 votes per share of Series A Preferred Stock held on all matters submitted to the vote of the stockholders. Holders of Series B Preferred Stock ("Series B Preferred Stock") are not entitled to vote on matters submitted to the vote of the stockholders. |
| **Number of Shares Outstanding Before the Offering of Common Stock** | A total of 7,050,000, 3,500,000, and 6,950,000 shares of Common Stock, Series A Preferred Stock and Series B Preferred Stock, respectively, are issued and outstanding as of the date hereof. The number of outstanding Common Stock includes 1,800,000 shares of Common Stock, which we assume will be issued by Ronco Brands to holders of ASTV Warrants who have elected to exchange their ASTV Warrants under the Settlement Agreement. |
| **Number of Shares Outstanding After the Offering of Common Stock if All the Stock Being Offered are Sold** | A total of 12,050,000, 3,500,000, and 6,950,000 shares of Common Stock, Series A Preferred Stock and Series B Preferred Stock, respectively, will be issued and outstanding after this Offering is completed if all the Shares are sold. The number of outstanding Common Stock includes 1,800,000 shares of Common Stock, which we assume will be issued by Ronco Brands to holders of ASTV Warrants who have elected to exchange their ASTV Warrants under the Settlement Agreement. |
| **Voting Rights** | The Common Stock offered hereby are entitled to one vote per share. Series A Preferred Stock are entitled to 100 votes per share. William Moore, our chief executive officer, and Fredrick Schulman, a member of our board of directors, will control approximately 96.98% of the voting power of our outstanding capital stock through their ownership of 3,500,000 shares of Series A Preferred Stock, with 100 votes per share, and 1,133,000 shares of Common Stock, respectively, after this offering is completed if all the Common Stock being offered are sold. 6,950,000 shares of Series B Preferred Stock are held by RNC Investors and are not entitled to vote on matters submitted to the vote of the stockholders. |
| **Controlled Company** | Following this offering, William Moore, our chief executive officer, will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through his shares of Series A Super Voting Preferred Stock if all the Common Stock being offered are sold. As a result, if we obtain listing on either the NYSE MKT or NASDAQ Capital Market, we will be a "controlled company" under the NYSE MKT or NASDAQ Capital Market corporate governance standards. Under these standards, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance standards. See "Management—Controlled Company". |
| **Placement Agent's Warrant** | Upon each closing of this offering, we have agreed to issue to the Placement Agent warrants to purchase a number of shares of our common stock equal to three percent (3%) of the total shares of our common stock sold in such closing ("Placement Agent's Warrants"). The Placement Agent's Warrants are exercisable commencing 180 days after the qualification date of the offering statement related to this offering, and will be exercisable until the fifth anniversary of the qualification date. The Placement Agent's Warrants are not redeemable by us. The Placement Agent Warrants have an exercise price of $6.60 per share (equal to 110% of the implied price per share of the Offering). |

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| **Risk Factors** | Investing in our Common Stock involves risks. See the section entitled "Risk Factors" in this Offering Circular and other information included in this Offering Circular for a discussion of factors you should carefully consider before deciding to invest in our Common Stock. |
| **Use of Proceeds** | We expect to receive net proceeds from this offering of approximately $28,200,000 after deducting estimated underwriting discounts and commissions in the amount of $1,800,000 (6% of the gross proceeds of the Offering). We intend to use the net proceeds for the following purposes in the following order: (a) first towards credit card fees of up to approximately $600,000 (2% of the gross proceeds from the Offering); (b) second towards the fees and expenses associated with qualification of Offering under Regulation A of up to $1,000,000, including legal, auditing, accounting, escrow agent, transfer agent, financial printer and other professional fees; (c) the next $4,000,000 toward the partial repayment of the outstanding indebtedness under the Laurus Note; (d) the next $5,000,000 toward working capital; (e) the next $2,500,000 toward the partial repayment of the outstanding indebtedness under the Laurus Note; and (f) the balance of capital raised toward additional working capital and general corporate purposes. See "Use of Proceeds." |
| **Termination of the Offering** | The Offering is expected to expire on the first of: (i) all of the Shares offered are sold; or (ii) the close of business six (6) months after the date that this Offering is deemed qualified by the SEC, unless sooner terminated or extended up to no more than an additional six (6) months by the Company |
| **Proposed Listing** | No public market currently exists for our shares of Common Stock. We intend to apply to list our common stock on the NYSE MKT or the NASDAQ Capital Market under the symbol "RNCO". There is no assurance that this application will be approved. If not approved, we intend to apply for quotation of our common stock on the OTCQX Marketplace under the symbol "RNCO". Our common stock will not be listed on the NYSE MKT or NASDAQ Capital Market, or quoted on the OTCQX Marketplace, until after the termination of this offering. |
| **Transfer Agent and Registrar** | We have also engaged Direct Transfer to be our transfer agent and registrar in connection with the Offering. |
| **Dividends** | Our ability to pay dividends depends on both our achievement of positive cash flow and our board of directors' discretion in declaring dividends. The order and priority of our dividends is further described in "Description of Capital Stock – Dividends." |

## SUMMARY HISTORICAL FINANCIAL DATA

The following table presents Ronco Brands' summary historical financial data for the period from February 16, 2017 (inception) through February 22, 2017, which are derived from Ronco Brands' audited financial statements.

Historical results are included for illustrative and informational purposes only and are not necessarily indicative of results we expect in future periods, and results of interim periods are not necessarily indicative of results for the entire year. You should read the following summary financial data in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations – Ronco Brands" and Ronco Brands' financial statements and related notes appearing elsewhere in this Offering Circular.

| | February 16, 2017 (inception) through February 22, 2017 |
|---|---|
| **Statement of Operations Data** | |
| Revenues | $ – |
| Cost of Revenues | $ – |
| Gross Profit | $ – |
| Total operating expenses | $ 483 |
| Net loss | $ (483) |
| Net loss per share, basic and diluted | $ 0.00 |
| Weighted-average common shares—basic and diluted | 5,250,000 |
| | |
| **Balance Sheet Data (at period end)** | |
| Cash and cash equivalents | $ 1,540 |
| Accounts payable | $ 453 |
| Working capital (1) | $ 1,087 |
| Total assets | $ 1,540 |
| Total liabilities | $ 453 |
| Stockholders' equity | $ 1,087 |

(1) Working capital represents total current assets less total current liabilities.

## RISK FACTORS

The purchase of the securities offered hereby involves a high degree of risk. Each prospective investor should consult his, her or its own counsel, accountant and other advisors as to legal, tax, business, financial, and related aspects of an investment in the securities offered hereby. Prospective investors should carefully consider the following specific risk factors, in addition to the other information set forth in this Offering Circular, before purchasing the securities offered hereby.

### RISKS RELATED TO OUR BUSINESS

***We are an early-stage company with a limited operating history, which makes it difficult to evaluate our current business and future prospects and may increase the risk of your investment.***

We began our operations in February 16, 2017. To date, we have not generated any income from our operations. Our limited operating history may make it difficult to evaluate our current business and our future prospects. We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, including challenges in accurate financial planning and forecasting. You should consider our business and prospects in light of the risks and difficulties we may encounter as an early-stage company.

***There are no assurances we will realize the anticipated benefits from the Anticipated RHI Assignment.***

The future success of Ronco Brands and Ronco Holdings will depend, in part, on our ability to realize the anticipated growth opportunities and synergies from combining Ronco Brands and Ronco Holdings. The combined company may encounter the following difficulties, costs and delays involved in integrating these operations:

- failure to integrate both companies' businesses and operations;
- failure to successfully manage relationships with customers and other important relationships;
- failure of customers to continue using the services of the combined company;
- challenges encountered in managing larger operations;
- the loss of key employees;
- failure to manage the growth and growth strategies of both companies;
- diversion of the attention of management from other ongoing business concerns;
- potential incompatibility of technologies and systems;
- potential impairment charges incurred to write down the carrying amount of intangible assets generated as a result of the mergers; and

If the combined company's operations do not meet the expectations of the pre-existing customers of our companies before, then these customers may cease doing business with the combined company altogether, which would harm our results of operations and financial condition. If the management team is not able to develop strategies and implement a business plan that successfully addresses these difficulties, we may not realize the anticipated benefits of combining the companies. In particular, we are likely to realize lower earnings per share, which may have an adverse impact on our Company and the market price of our common stock.

***The auditors of Ronco Brands and Ronco Holdings have reported that there are substantial doubts as to their ability to continue as a going concern.***

The financial statements of Ronco Brands and Ronco Holdings have been prepared assuming that they will continue as a going concern. With respect to Ronco Brands, Ronco Brands was recently formed on February 16, 2017 and has not generated any income from operations to date, while incurring start-up expenses resulting in an accumulated deficit of and a net loss of $438 as of February 22, 2017. With respect to Ronco Holdings, since inception, Ronco Holdings has experienced recurring losses from operations, which losses have caused an accumulated deficit of approximately $32.2 million as of June 30, 2016. At June 30, 2016, Ronco Holdings had a working capital deficit of approximately $21 million. Ronco Brands' and Ronco Holdings' auditor has raised substantial doubt about their ability to continue as a going concern in the audit report of Ronco Brands dated February 28, 2017 for the period of February 16 (inception) to February 22, 2017 and in the audit report of Ronco Holdings dated February 28, 2017 for fiscal years ended December 31, 2015 and 2014. Following the Anticipated RHI Assignment on April 1, 2017, all of our operations will be conducted by Ronco Holdings and, therefore, we will rely on the earnings and cash flow of Ronco Holdings. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The financial statements of Ronco Brands and Ronco Holdings do not include any adjustments that might result from the outcome of this uncertainty. We anticipate that we will continue to incur losses in future periods until we are successful in significantly increasing our revenues and/or reducing our operating expenses. There are no assurances that we will be able to raise our revenues to a level which supports profitable operations and provides sufficient funds to pay our obligations. If we are unable to meet those obligations, we would be required to raise additional debt or equity financing. Such financing, if available, may dilute our shareholders' ownership interest in our Company. If we raise capital in the future by issuing additional securities, shareholders may experience dilution and a decline in the value of their shares of our common stock.

***We will become a holding company that depends on cash flow from our then wholly owned subsidiary Ronco Holdings to meet our obligations following the Anticipated RHI Assignment on April 1, 2017.***

Ronco Brands will become a holding company with no material assets other than the stock of Ronco Holdings following the Anticipated RHI Assignment on April 1, 2017. Accordingly, all our operations will be conducted by Ronco Holdings. We expect that the earnings and cash flow of our subsidiary will primarily be retained and used by us in the operation of Ronco Holdings. However, Ronco Holdings has a history of losses and may continue to incur losses. Therefore, there are no assurances that we will ever achieve or sustain profitability.

***Following the Anticipated RHI Assignment on April 1, 2017, we may need additional capital to fund our operations, which, if obtained, could result in substantial dilution or significant debt service obligations. We may not be able to obtain additional capital on commercially reasonable terms, which could adversely affect our liquidity and financial position.***

At June 30, 2016, Ronco Holdings had a cash balance of approximately $177,000, a working capital deficit of approximately $21 million, and an accumulated deficit of approximately $32.2 million. Following the Anticipated RHI Assignment on April 1, 2017, even if we are able to substantially increase revenues and reduce operating expenses, we may need to raise additional capital. In order to continue operating, we may need to obtain additional financing, either through borrowings, private offerings, public offerings, or some type of business combination, such as a merger, or buyout, and there can be no assurance that we will be successful in such pursuits. We may be unable to acquire the additional funding necessary to continue operating. Accordingly, if we are unable to generate adequate cash from operations, and if we are unable to find sources of funding, it may be necessary for us to sell one or more lines of business or all or a portion of our assets, enter into a business combination, or reduce or eliminate operations. These possibilities, to the extent available, may be on terms that result in significant dilution to our shareholders or that result in our shareholders losing all of their investment in our Company.

If we are able to raise additional capital, we do not know what the terms of any such capital raising would be. In addition, any future sale of our equity securities would dilute the ownership and control of your shares and could be at prices substantially below prices at which our shares currently trade. Our inability to raise capital could require us to significantly curtail or terminate our operations. We may seek to increase our cash reserves through the sale of additional equity or debt securities. The sale of convertible debt securities or additional equity securities could result in additional and potentially substantial dilution to our shareholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations and liquidity. In addition, our ability to obtain additional capital on acceptable terms is subject to a variety of uncertainties. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all. Any failure to raise additional funds on favorable terms could have a material adverse effect on our liquidity and financial condition.

***Ronco Holdings has substantial debt in the form of notes payables, which we will guarantee a large portion of following the Anticipated RHI Assignment, which could adversely affect Ronco Holdings' and Ronco Brands' ability to operate, raise additional capital to fund operations and meet our obligations under outstanding indebtedness.***

Ronco Holdings is obligated to make payment on notes payable of over $17,000,000 as of December 31, 2016, consisting of the Laurus Note (which amounted to $12,323,072 as of December 31, 2016), the RNC Promissory Note (which amounted to $1,505,902 as of December 31, 2016, including accrued interest of $5,902), the Kleinert Promissory Notes (which amounted to $1,795,000 as of December 31, 2016, including accrued interest of $0), and the Balbo Promissory Note (which amounted to $1,663,236 as of December 31, 2016, including accrued interest of $563,236), which each mature on June 30, 2018. The Laurus Note is collateralized by all of the assets of Ronco Holdings. Following the Anticipated RHI Assignment on April 1, 2017, Ronco Brands will guarantee the payment of over $13,800,000 (as of December 31, 2016) by Ronco Holdings on the Laurus Note and the RNC Promissory Note. We anticipate that Ronco Holdings and Ronco Brands will not have sufficient cash to satisfy the Laurus Note, RNC Promissory Note, Kleinert Promissory Notes, and Balbo Promissory Note, as applicable, when they become due, either through the occurrence and declaration of an event of default prior to maturity or at maturity, and there are no assurances we will be able to raise the funds if necessary. If Ronco Holdings and Ronco Brands are unable to pay the Laurus Note, RNC Promissory Note, Kleinert Promissory Notes, and Balbo Promissory Note, as applicable, when they become due, it is possible the lenders may foreclose upon all of our assets.

Although we intend to apply a portion (up to $6,500,000) of the net proceeds of this offering to the repayment of outstanding promissory notes (more specifically, a portion of the Laurus Note), we will continue to have a significant amount of indebtedness following this offering. This substantial debt could have important consequences, including the following: (i) a substantial portion of our cash flow from operations may be dedicated to the payment of principal and interest on indebtedness, thereby reducing the funds available for operations, future business opportunities and capital expenditures; (ii) our ability to obtain additional financing for working capital, debt service requirements and general corporate purposes in the future may be limited; (iii) we may face a competitive disadvantage to lesser leveraged competitors; (iv) our debt service requirements could make it more difficult to satisfy other financial obligations; and (v) we may be vulnerable in a downturn in general economic conditions or in our business and we may be unable to carry out activities that are important to our growth.

Our ability to make scheduled payments of the principal of, or to pay interest on, or to refinance indebtedness depends on and is subject to our financial and operating performance, which in turn is affected by general and regional economic, financial, competitive, business and other factors beyond management's control. If we are unable to generate sufficient cash flow to service our debt or to fund our other liquidity needs, we will need to restructure or refinance all or a portion of our debt, which could impair our liquidity. Any refinancing of indebtedness, if available at all, could be at higher interest rates and may require us to comply with more onerous covenants that could further restrict our business operations.

Despite our significant amount of indebtedness, we may be able to incur significant additional amounts of debt, which could further exacerbate the risks associated with our substantial debt.

***Following the Anticipated RHI Assignment on April 1, 2017, our operations will be subject to the general risks of the direct response television industry including product liability claims, the amounts of which could exceed our insurance coverage.***

Following the Anticipated RHI Assignment on April 1, 2017, our operations could be impacted by both genuine and fictitious claims regarding products we develop and market. We could potentially suffer losses from a significant product liability judgment against us. Any such significant product liability judgment could also result in a loss of consumer confidence in our products as well as an actual or perceived loss of value of our brand, materially impacting consumer demand. Although we carry a limited amount of product liability insurance, the amount of liability from product liability claims may exceed the amount of any insurance proceeds received by us. If we should be required to pay a product liability claim in excess of our insurance coverage, our working capital would be adversely impacted in future periods.

***There are risks associated with outsourced production that may result in decrease in profit to Ronco Holdings***

Ronco Holdings outsources the manufacture of substantially all of its products to manufacturers in China. In doing so, Ronco Holdings selects its manufacturers, screened in advance based on their capabilities, supply capacity, reputation and other relevant traits. Nonetheless, the possibility of delivery delays, product defects and other production-side risks stemming from outsourcers cannot be eliminated. In particular, inadequate production capacity among outsourced manufacturers could result in our being unable to supply enough product following the Anticipated RHI Assignment amid periods of high product demand, the opportunity costs of which could be substantial.

***There are risks associated with outsourced production in China and their laws which may have a material adverse effect on our financial stability following the Anticipated RHI Assignment.***

Following the Anticipated RHI Assignment on April 1, 2017, we will be subject to, through the operations of Ronco Holdings, Chinese laws and regulations, changes to them, or their interpretation, or the imposition of confiscatory taxation or restrictions, which are matters we have no control over. While the current leadership, (and the Chinese government), have been pursuing economic reform policies that encourage private economic activity and greater economic decentralization, there is no assurance, however, that the Chinese government will continue to pursue these policies, or that it will not significantly alter these policies from time to time without notice.

For example, the Chinese government has enacted some laws and regulations dealing with matters such as corporate organization and governance, foreign investment, commerce, taxation and trade. However, their experience in implementing, interpreting and enforcing these laws and regulations is limited and, in turn, our ability to enforce commercial claims or to resolve commercial disputes is unpredictable. If our business ventures with Chinese manufacturers were unsuccessful, or other adverse circumstances arise from these transactions, we face the risk that the parties to these ventures may seek ways to terminate the transactions regardless of any purchasing contracts or agreements we may have entered into. The resolution of these matters may be subject to the exercise of considerable discretion by agencies of the Chinese government, and forces unrelated to the legal merits of a particular matter or dispute may influence their determination.

Any rights we may have to specific performance, or to seek an injunction under Chinese law, in either of these cases, are severely limited, and without a means of recourse by virtue of the Chinese legal system, we may be unable to prevent these situations from occurring. The occurrence of any such events could have a material adverse effect on our business, financial condition and results of operations, in such guises as currency conversion, imports and sources of supply, devaluations of currency or the nationalization or other expropriation of private enterprises.

In that context, following the Anticipated RHI Assignment on April 1, 2017, we may have to evaluate the feasibility of acquiring alternative or fallback manufacturing capabilities to support the production of our existing and future products. Such development could adversely affect our cost structure in as much as we would be required to support sales at an acceptable cost—and might have relatively limited time to so adapt. We have not manufactured these products in the past—and are not expecting to do so in the foreseeable future. That is because developing these technological capabilities and building or purchasing a facility will increase our expenses with no guarantee that we will be able to recover our investment in our manufacturing capabilities.

***Ronco Holdings' does not have any long-term contracts with manufacturers, suppliers or other service providers for its products. Following the Anticipated RHI Assignment on April 1, 2017, our business would be harmed if manufacturers and service providers are unable to deliver products or provide services in a timely and cost effective manner, or if we are unable to timely fulfill orders.***

Ronco Holdings' does not have any long-term contracts with manufacturers, suppliers or other service providers for its products. Following the Anticipated RHI Assignment on April 1, 2017, we do not anticipate that this will change. As a result, if any manufacturer or supplier is unable, either temporarily or permanently, to manufacture or deliver products or provide services to us in a timely and cost effective manner, it could have an adverse effect on our financial condition and results of operations. Our ability to provide effective customer service and efficiently fulfill orders for merchandise depends, to a large degree, on the efficient and uninterrupted operation of the manufacturing and related call centers, distribution centers, and management information systems, some of which are run by third parties. Any material disruption or slowdown in manufacturing, order processing or fulfillment systems resulting from strikes or labor disputes, telephone down times, electrical outages, mechanical problems, human error or accidents, fire, natural disasters, adverse weather conditions or comparable events could cause delays in our ability to receive and fulfill orders and may cause orders to be lost or to be shipped or delivered late. As a result, these disruptions could adversely affect our financial condition or results of operations in future periods.

***Our U.S. business could be adversely affected by changes in the U.S. Presidential Administration.***

A new U.S. presidential administration came to power in January 2017 and President Trump has publicly stated that he will take certain efforts to impose importation tariffs from certain countries such as China and Mexico which could affect the cost of Ronco products which are substantially manufactured in China and imported into the United States.

***We may not be successful in finding or marketing new products. Our financial performance is dependent on the disproportionate success of a small group of products through our subsidiary, Ronco Holdings, following the Anticipated RHI Assignment on April 1, 2017.***

Our business, operations and financial performance depends on our ability to develop, attract and market new products on a consistent basis. In both the retail and direct marketing industries, the average product life cycle varies from six months to four years, based on numerous factors, including competition, product features, distribution channels utilized, cost of goods sold and effectiveness of advertising. Less successful products have shorter life cycles. In the case of products which we market but have not developed, there can be no assurance that we will be successful in acquiring the rights to the products we believe could be most successful. There can be no assurance that chosen products will generate sufficient revenues to justify the acquisition and marketing costs. In addition, our business and results of operations is dependent on the disproportionate success of a small group of products through our subsidiary, Ronco Holdings, following the Anticipated RHI Assignment on April 1, 2017, some of which we do not produce or manufacture. It is likely that the majority of the products we market may fail to generate significant revenues. Furthermore it is likely we will market more products which fail to generate significant revenues as opposed to products which generate significant revenues. Our sales and profitability has been in the past and will continue to be in the future adversely affected if we are unable to develop a sufficient number of successful products.

***We may not be able to respond in a timely and cost effective manner to changes in consumer preferences.***

Our merchandise is subject to changing consumer preferences. A shift in consumer preferences away from the merchandise we offer would result in significantly reduced revenues. Our future success depends in part on our ability to anticipate and respond to changes in consumer preferences. Failure to anticipate and respond to changing consumer preferences in the products we market could lead to, among other things, lower sales of products, significant markdowns or write-offs of inventory, increased merchandise returns and lower margins. If we are not successful in anticipating and responding to changes in consumer preferences, our results of operations in future periods will be materially adversely impacted.

***Failure to protect our intellectual property could substantially harm our business and operating results.***

The success of our business depends, in part, on our ability to protect and enforce our trade secrets, trademarks, copyrights and patents and all of our other intellectual property rights, including our intellectual property rights underlying our products, including, but not limited to, those held by Ronco Holdings, which will become our subsidiary following the Anticipated RHI Assignment on April 1, 2017. We attempt to protect our intellectual property under trade secret, trademark, copyright and patent law, and through a combination of employee and third-party nondisclosure agreements, other contractual restrictions, technological measures and other methods. These afford only limited protection. Despite our efforts to protect our intellectual property rights and trade secrets, unauthorized parties may attempt to copy aspects of our products or obtain and use our trade secrets and other confidential information. Moreover, policing our intellectual property rights is difficult, costly and may not always be effective.

We have filed, and may in the future file, patent applications. It is possible, however, that these innovations may not be protectable. In addition, given the cost, effort, risks and downside of obtaining patent protection, including the requirement to ultimately disclose the invention to the public, we may choose not to seek patent protection for certain innovations. However, such patent protection could later prove to be important to our business. Furthermore, there is always the possibility that our patent applications may not issue as granted patents, that the scope of the protection gained will be insufficient or that an issued patent may be deemed invalid or unenforceable. We also cannot guarantee the following:

- that any of our present or future patents or other intellectual property rights will not lapse or be invalidated, circumvented, challenged or abandoned;
- that our intellectual property rights will provide competitive advantages to us;
- that our ability to assert our intellectual property rights against potential competitors or to settle current or future disputes will not be limited by our relationships with third parties;
- that any of our pending or future patent applications will have the coverage originally sought;
- that our intellectual property rights will be enforced in jurisdictions where competition may be intense or where legal protection may be weak; or
- that we will not lose the ability to assert our intellectual property rights against or to license our technology to others and collect royalties or other payments.

Among others, we have received U.S. trademark registration with the United States Patent and Trademark Office (the USPTO) for U.S. trademarks for Ronco®, But Wait There's More®, Veg-O-Matic®, Slice-O-Matic®, Chop-O-Matic®, EZ Store®, Pocketfisherman®, and have received or licensed U.S. and international patents on those of our internally-developed products where we deem such protection important. Nevertheless, competitors may adopt product names similar to ours, or purchase our trademarks and confusingly similar terms as keywords in internet search engine advertising programs, thereby impeding our ability to build brand identity and possibly leading to confusion among our customers. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of the term Ronco or our other trademarks. Any claims or customer confusion related to our trademarks could damage our reputation and brand and substantially harm our business and operating results.

We currently own the www.ronco.com internet domain name and various other related domain names. Domain names are generally regulated by internet regulatory bodies. If we lose the ability to use a domain name in a particular country, we would be forced either to incur significant additional expenses to market our service within that country. Either result could harm our business and operating results. The regulation of domain names in the United States and in foreign countries is subject to change. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars or modify the requirements for holding domain names. As a result, we may not be able to acquire or maintain the domain names that utilize our brand names in the United States or other countries in which we may conduct business in the future.

In order to protect our trade secrets and other confidential information, we rely in part on confidentiality agreements with our employees, consultants and third parties with whom we have relationships. These agreements may not effectively prevent disclosure of trade secrets and other confidential information and may not provide an adequate remedy in the event of misappropriation of trade secrets or any unauthorized disclosure of trade secrets and other confidential information. In addition, others may independently discover our trade secrets and confidential information, and in some such cases we might not be able to assert any trade secret rights against such parties. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our trade secret rights and related confidentiality and nondisclosure provisions, and failure to obtain or maintain trade secret protection, or our competitors' obtainment of our trade secrets or independent development of unpatented technology similar to ours or competing technologies, could adversely affect our competitive business position.

Litigation or proceedings before the U.S. Patent and Trademark Office or other governmental authorities and administrative bodies in the United States and abroad may be necessary in the future to enforce our intellectual property rights, to protect our patent rights, trademarks, trade secrets and domain names and to determine the validity and scope of the proprietary rights of others. Our efforts to enforce or protect our proprietary rights may be ineffective and could result in substantial costs and diversion of resources and management time, each of which could substantially harm our operating results.

***Assertions by third parties of infringement or other violation by us of their intellectual property rights could result in significant costs and substantially harm our business and operating results.***

In both the retail and direct marketing industries, companies are frequently subject to litigation based on allegations of infringement, misappropriation or other violations of intellectual property rights. Some companies, including some of our competitors, own large numbers of patents, copyrights, trademarks and trade secrets, which they may use to assert claims against us. Third parties may in the future assert that we have infringed, misappropriated or otherwise violated their intellectual property rights. Existing laws and regulations are evolving and subject to different interpretations, and various federal and state legislative or regulatory bodies may expand current or enact new laws or regulations. We cannot guarantee you that we are not infringing or violating any third-party intellectual property rights.

We cannot predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business and operating results. If we are forced to defend against any infringement or misappropriation claims, we may be required to expend significant time and financial resources on the defense of such claims, even if without merit, settled out of court, or determined in our favor. Furthermore, an adverse outcome of a dispute may require us to: pay damages, potentially including treble damages and attorneys' fees, if we are found to have willfully infringed a party's intellectual property; cease making, licensing or using products or services that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our products; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies or materials; or to indemnify our partners and other third parties. Royalty or licensing agreements, if required or desirable, may be unavailable on terms acceptable to us, or at all, and may require significant royalty payments and other expenditures. In addition, we do not carry broadly applicable patent liability insurance and any lawsuits regarding patent rights, regardless of their success, could be expensive to resolve and would divert the time and attention of our management and technical personnel.

***Following the Anticipated RHI Assignment on April 1, 2017, we will be subject to, through Ronco Holdings, security risks of online commerce and advertising, which may cause us to incur significant expenses and may negatively impact our credibility and business.***

A significant prerequisite of online commerce, advertising, and communications is the secure transmission of confidential information over public networks. Concerns over the security of transactions conducted on the Internet, consumer identity theft and user privacy have been significant barriers to growth in consumer use of the Internet, online advertising, and e-commerce. A significant portion of our sales following the Anticipated RHI Assignment on April 1, 2017 will be billed directly to our customers' credit card accounts. We will rely on encryption and authentication technology licensed from third parties to effect secure transmission of confidential information. Despite our implementation of security measures, however, our computer systems may be potentially susceptible to electronic or physical computer break-ins, viruses and other disruptive harms and security breaches. Any perceived or actual unauthorized disclosure of personally identifiable information regarding website visitors, whether through breach of our network by an unauthorized party, employee theft or misuse, or otherwise, could harm our reputation and brands, substantially impair our ability to attract and retain our audiences, or subject us to claims or litigation arising from damages suffered by consumers, and thereby harm our business and operating results. If consumers experience identity theft after using any of our websites, we may be exposed to liability, adverse publicity and damage to our reputation. To the extent that identity theft gives rise to reluctance to use our websites or a decline in consumer confidence in financial transactions over the Internet, our businesses could be adversely affected. Alleged or actual breaches of the network of one of our business partners or competitors whom consumers associate with us could also harm our reputation and brands. In addition, we could incur significant costs in complying with the multitude of state, federal and foreign laws regarding the unauthorized disclosure of personal information. For example, California law requires companies that maintain data on California residents to inform individuals of any security breaches that result in their personal information being stolen. Because our success depends on the acceptance of online services and e-commerce, we may incur significant costs to protect against the threat of security breaches or to alleviate problems caused by such breaches. Internet fraud has been increasing over the past few years, and fraudulent online transactions, should they continue to increase in prevalence, could also adversely affect the customer experience and therefore our business, operating results and financial condition.

***We depend on our executive officers, the loss of whom could materially harm our business.***

We rely upon the accumulated knowledge, skills and experience of our executive officers and significant employees. Our executive officers and significant employees have cumulative experience of more than 20 years with us or our predecessors and 35 years in the retail kitchen appliance, home shopping kitchen appliance and direct response industries. If they were to leave us or become incapacitated, we might suffer in our planning and execution of business strategy and operations, impacting our brand and financial results. We also do not maintain any key man life insurance policies for any of our employees.

***We may be exposed to liabilities under the Foreign Corrupt Practices Act, and any determination that we violated the Foreign Corrupt Practices Act could have a material adverse effect on our business.***

To the extent that we operate outside the United States, we are subject to the Foreign Corrupt Practices Act (the “FCPA”) which prohibits U.S. companies and their intermediaries from bribing foreign officials for the purpose of obtaining or keeping business or otherwise obtaining favorable treatment. Any determination that we violated the FCPA could result in sanctions that could have a material adverse effect on our business.

***If we are unable to implement and maintain effective internal control over financial reporting in the future, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our Common Stock may decline.***

As a public company, we would be required to maintain internal control over financial reporting and to report any material weaknesses in such internal control. Further, we will be required to report any changes in internal controls on a quarterly basis. In addition, we would be required to furnish a report by management on the effectiveness of internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act. We will design, implement, and test the internal controls over financial reporting required to comply with these obligations. If we identify material weaknesses in our internal control over financial reporting, if we are unable to comply with the requirements of Section 404 in a timely manner or assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of its internal control over financial reporting when required, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of the Common Stock could be negatively affected. We also could become subject to investigations by the stock exchange on which the securities are listed, the Commission, or other regulatory authorities, which could require additional financial and management resources.

***Following the Anticipated RHI Assignment on April 1, 2017, we have identified material weaknesses in internal control over financial reporting with respect to Ronco Holdings which may impact Ronco Brands internal controls.***

As an issuer of securities under Regulation A, we do not expect to be required to assess the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act, unless and until we become a reporting company under the Exchange Act and, thereafter, no longer qualify as an emerging growth company or are no longer a non-accelerated filer, as defined in Rule 12b-2 under the Exchange Act, whichever is later. We have identified control deficiencies in Ronco Holdings' financial reporting process that constitute material weaknesses, for the year ended December 31, 2015. Material weaknesses noted are as follows as to Ronco Holdings and Ronco Brands consolidating on April 1, 2017:

- A lack of sufficient resources which resulted in an insufficient level of monitoring and oversight, which restrict our ability to gather, analyze and report information relative to the financial statement assertions in a timely manner, including insufficient documentation and review of selection of generally accepted accounting principles.

- The limited size of the accounting department makes it impractical to achieve an appropriate level of segregation of duties. Specifically, due to lack of personnel effective controls were not designed and implemented to ensure accounting functions were properly segregated.

- Due to a lack of adequate staffing within the finance department and adequate staffing within operational departments that provide information to the finance department, Ronco Holdings did not establish and maintain effective controls over certain of our period-end financial close and reporting processes. Specifically, effective controls were not designed and implemented to ensure that journal entries were properly prepared with sufficient support or documentation or were reviewed and approved to ensure the accuracy and completeness of the journal entries recorded.

Following the completion of this offering, we expect to invest in resources to remediate these material weaknesses. However, there can be no assurance that we will be able to fully remediate our existing material weaknesses.

Further, there can be no assurance that we will not suffer from other material weaknesses in the future. If we fail to remediate these material weaknesses or fail to otherwise maintain effective internal controls over financial reporting in the future, such failure could result in a material misstatement of our annual or quarterly financial statements that would not be prevented or detected on a timely basis and which could cause investors and other users to lose confidence in our financial statements, limit our ability to raise capital and have a negative effect on the trading price of our common stock. Additionally, failure to remediate the material weaknesses or otherwise failing to maintain effective internal controls over financial reporting may also negatively impact our operating results and financial condition, impair our ability to timely file our periodic and other reports with the SEC, subject us to additional litigation and regulatory actions and cause us to incur substantial additional costs in future periods relating to the implementation of remedial measures. Currently, we would expect to be an emerging growth company for up to five years after we become a reporting company under the Exchange Act. As a result of the foregoing, for the foreseeable future, you may not receive any attestation concerning our internal control over financial reporting from us or our independent registered public accountants.

***As an emerging growth company, our auditor is not required to attest to the effectiveness of our internal controls.***

Our independent registered public accounting firm is not required to attest to the effectiveness of our internal control over financial reporting while we are an emerging growth company. This means that the effectiveness of our financial operations may differ from our peer companies in that they may be required to obtain independent registered public accounting firm attestations as to the effectiveness of their internal controls over financial reporting and we are not. While our management will be required to attest to internal control over financial reporting and we will be required to detail changes to our internal controls on a quarterly basis, we cannot provide assurance that the independent registered public accounting firm's review process in assessing the effectiveness of our internal controls over financial reporting, if obtained, would not find one or more material weaknesses or significant deficiencies. Further, once we cease to be an emerging growth company we will be subject to independent registered public accounting firm attestation regarding the effectiveness of our internal controls over financial reporting. Even if management finds such controls to be effective, our independent registered public accounting firm may decline to attest to the effectiveness of such internal controls and issue a qualified report.

***We believe we will be considered a smaller reporting company and will be exempt from certain disclosure requirements, which could make our Common Stock less attractive to potential investors.***

Rule 12b-2 of the Exchange Act defines a "smaller reporting company" as an issuer that is not an investment company, an asset-backed issuer, or a majority-owned subsidiary of a parent that is not a smaller reporting company and that:

- had a public float of less than $75 million as of the last business day of its most recently completed second fiscal quarter, computed by multiplying the aggregate worldwide number of shares of its voting and non-voting common equity held by non-affiliates by the price at which the common equity was last sold, or the average of the bid and asked prices of common equity, in the principal market for the common equity; or

- in the case of an initial registration statement under the Securities Act, or the Exchange Act of 1934, as amended, which we refer to as the Exchange Act, for shares of its common equity, had a public float of less than $75 million as of a date within 30 days of the date of the filing of the registration statement, computed by multiplying the aggregate worldwide number of such shares held by non-affiliates before the registration plus, in the case of a Securities Act registration statement, the number of such shares included in the registration statement by the estimated public offering price of the shares; or

- in the case of an issuer whose public float as calculated under paragraph (1) or (2) of this definition was zero, had annual revenues of less than $50 million during the most recently completed fiscal year for which audited financial statements are available.

As a smaller reporting company, we will not be required and may not include a Compensation Discussion and Analysis section in our proxy statements; we will provide only two years of financial statements; and we need not provide the table of selected financial data. We also will have other "scaled" disclosure requirements that are less comprehensive than issuers that are not smaller reporting companies which could make our Common Stock less attractive to potential investors, which could make it more difficult for our stockholders to sell their shares.

***If we become a public company (reporting under the Exchange Act), we will incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.***

If we become a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act, and rules of the SEC and those of the NASDAQ or the NYSE MKT, whichever is applicable, have imposed various requirements on public companies including requiring establishment and maintenance of effective disclosure and financial controls. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations have increased and will continue to increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain directors' and officers' liability insurance, which could make it more difficult for us to attract and retain qualified members of our board of directors. We cannot predict or estimate the amount of additional costs we will incur as a public company or the timing of such costs.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. In addition, we will be required to have our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting the later of our second annual report on Form 10-K or the first annual report on Form 10-K following the date on which we are no longer an emerging growth company. Our compliance with Section 404 of the Sarbanes-Oxley Act will require that we incur substantial accounting expense and expend significant management efforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. If we are not able to comply with the requirements of Section 404 in a timely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by NASDAQ or NYSE MKT, whichever market we are listed on, the SEC or other regulatory authorities, which would require additional financial and management resources.

Our ability to successfully implement our business plan and comply with Section 404 requires us to be able to prepare timely and accurate financial statements. We expect that we will need to continue to improve existing, and implement new operational and financial systems, procedures and controls to manage our business effectively. Any delay in the implementation of, or disruption in the transition to, new or enhanced systems, procedures or controls, may cause our operations to suffer and we may be unable to conclude that our internal control over financial reporting is effective and to obtain an unqualified report on internal controls from our auditors as required under Section 404 of the Sarbanes-Oxley Act. This, in turn, could have an adverse impact on trading prices for our common stock, and could adversely affect our ability to access the capital markets.

***If we do not become a public company, compliance with Regulation A and reporting to the SEC could be costly, and our management will be required to devote substantial time to the compliance requirements of Regulation A.***

If we do not become a public company, compliance with Regulation A could be costly and requires legal and accounting expertise. Because the new rules implementing Title IV of the Jumpstart Our Business Startups Act of 2012 took effect in June 2015, we have no experience complying with the new provisions of Regulation A or making the public filings required by the rule. Besides qualifying this Form 1-A, we must file an annual report on Form 1-K, a semiannual report on Form 1-SA, and current reports on Form 1-U.

Our legal and financial staff may need to be increased in order to comply with Regulation A. Compliance with Regulation A will also require greater expenditures on outside counsel, outside auditors, and financial printers in order to remain in compliance. Failure to remain in compliance with Regulation A may subject us to sanctions, penalties, and reputational damage and would adversely affect our results of operations.

***We may not be able to satisfy listing requirements of the NASDAQ or the NYSE MKT, whichever is applicable, to maintain a listing of our Common Stock.***

If our Common Stock is listed on the NASDAQ or the NYSE MKT, whichever is applicable, we must meet certain financial and liquidity criteria to maintain such listing. If we fail to meet any of the NASDAQ's or the NYSE MKT's, whichever is applicable, listing standards, our Common Stock may be delisted. In addition, our board may determine that the cost of maintaining our listing on a national securities exchange outweighs the benefits of such listing. A delisting of our Common Stock from the NASDAQ or the NYSE MKT, whichever is applicable, may materially impair our stockholders' ability to buy and sell our Common Stock and could have an adverse effect on the market price of, and the efficiency of the trading market for, our Common Stock. In addition, the delisting of our Common Stock could significantly impair our ability to raise capital.

***After the completion of this offering, we intend to become an emerging growth company and subject to less rigorous public reporting requirements and cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our Common Stock less attractive to investors.***

After the completion of this offering, we expect to become a public reporting company under the Exchange Act, and thereafter publicly report on an ongoing basis as an "emerging growth company" (as defined in the Jumpstart Our Business Startups Act of 2012, which we refer to as the JOBS Act) under the reporting rules set forth under the Exchange Act. For so long as we remain an "emerging growth company", we may take advantage of certain exemptions from various reporting requirements that are applicable to other Exchange Act reporting companies that are not "emerging growth companies", including but not limited to:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act;
- taking advantage of extensions of time to comply with certain new or revised financial accounting standards;
- being permitted to comply with reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements; and
- being exempt from the requirement to hold a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We expect to take advantage of these reporting exemptions until we are no longer an emerging growth company. We could be an emerging growth company for up to five years, circumstances could cause us to lose that status earlier, including if the market value of our Common Stock held by non-affiliates exceeds $700 million, if we issue $1 billion or more in non-convertible debt during a three-year period, or if our annual gross revenues exceed $1 billion. We would cease to be an emerging growth company on the last day of the fiscal year following the date of the fifth anniversary of our first sale of common equity securities under an effective registration statement or a fiscal year in which we have $1 billion in gross revenues (note that the offering of Common Stock pursuant to this Offering Circular will not result in the sale of securities under an effective registration statement). Finally, at any time we may choose to opt-out of the emerging growth company reporting requirements. If we choose to opt out, we will be unable to opt back in to being an emerging growth company.

If we elect not to become a public reporting company under the Exchange Act, we will be required to publicly report on an ongoing basis under the reporting rules set forth in Regulation A for Tier 2 issuers. The ongoing reporting requirements under Regulation A are more relaxed than for "emerging growth companies" under the Exchange Act. The differences include, but are not limited to, being required to file only annual and semiannual reports, rather than annual and quarterly reports. Annual reports are due within 120 calendar days after the end of the issuer's fiscal year, and semiannual reports are due within 90 calendar days after the end of the first six months of the issuer's fiscal year.

In either case, we will be subject to ongoing public reporting requirements that are less rigorous than Exchange Act rules for companies that are not "emerging growth companies", and our stockholders could receive less information than they might expect to receive from more mature public companies.

We cannot predict if investors will find our Common Stock less attractive because we may rely on these exemptions. If some investors find our Common Stock less attractive as a result, there may be a less active trading market for our Common Stock and our stock price may be more volatile.

***If our shares of Common Stock become subject to the penny stock rules, it would become more difficult to trade our shares.***

The Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price per share of less than $5.00, other than securities registered on certain national securities exchanges or authorized for quotation on certain automated quotation systems, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. If we do not obtain or retain a listing on the NASDAQ or the NYSE MKT, whichever is applicable, and if the price of our Common Stock is less than $5.00 per share, our Common Stock will be deemed a penny stock. The penny stock rules require a broker-dealer, before effecting a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document containing specified information. In addition, the penny stock rules require that, before effecting any such transaction in a penny stock not otherwise exempt from those rules, a broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive (i) the purchaser's written acknowledgment of the receipt of a risk disclosure statement; (ii) a written agreement to transactions involving penny stocks; and (iii) a signed and dated copy of a written suitability statement. These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our Common Stock, and therefore stockholders may have difficulty selling their shares.

***FINRA sales practice requirements may limit a stockholder's ability to buy and sell our stock.***

In addition to the "penny stock" rules described above, FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative, low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. The FINRA requirements may make it more difficult for broker-dealers to recommend that their customers buy our Common Stock, which may have the effect of reducing the level of trading activity in our Common Stock. As a result, fewer broker-dealers may be willing to make a market in our common stock, reducing a stockholder's ability to resell shares of our Common Stock.

***If we cannot maintain our corporate culture as we grow, we could lose the innovation, teamwork and focus that contribute crucially to our business.***

We believe that a critical component of our success is our corporate culture, which we believe fosters innovation, encourages teamwork, cultivates creativity and promotes focus on execution. We have invested substantial time, energy and resources in building a highly collaborative team that works together effectively in a non-hierarchical environment designed to promote openness, honesty, mutual respect and pursuit of common goals. As we start to develop the infrastructure of a public company and grow, we may find it difficult to maintain these valuable aspects of our corporate culture. Any failure to preserve our culture could negatively impact our future success, including our ability to attract and retain employees, encourage innovation and teamwork and effectively focus on and pursue our corporate objectives.

***As a controlled company, we are not subject to all of the corporate governance rules of the NASDAQ Capital Market (the "NASDAQ") or The NYSE MKT (the "NYSE MKT").***

The "controlled company" exception to the NYSE MKT rules and the NASDAQ rules provides that a company of which more than 50% of the voting power is held by an individual, group or another company, a "controlled company," need not comply with certain requirements of the NYSE MKT or NASDAQ corporate governance rules. Ronco Brands issued all of its authorized shares of Series A Super Voting Preferred Stock, which have 100 votes per share, to William Moore, the chief executive officer of Ronco Brands, currently representing approximately 98% of the voting power of the issued and outstanding capital stock of Ronco Brands. Following the completion of this Offering, Mr. Moore will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock if all the Common Stock being offered are sold. Therefore, we are considered a "controlled company" under the rules of the NASDAQ and the NYSE MKT. Controlled companies are exempt from the NASDAQ's and NYSE MKT's corporate governance rules requiring that listed companies have (i) a majority of the board of directors consist of "independent" directors under the listing standards of the NASDAQ and NYSE MKT, respectively, (ii) a nominating/corporate governance committee composed entirely of independent directors and a written nominating/corporate governance committee charter meeting the NASDAQ's and NYSE MKT's requirements, respectively, and (iii) a compensation committee composed entirely of independent directors and a written compensation committee charter meeting the requirements of the NASDAQ and NYSE MKT, respectively. We currently utilize and presently intend to continue to utilize these exemptions. As a result, we may not have a majority of independent directors, our nomination and corporate governance committee and compensation committee may not consist entirely of independent directors and such committees may not be subject to annual performance evaluations. Accordingly, you may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the NASDAQ and NYSE MKT. See "Management – Controlled Company."

***If the voting power of our capital stock continues to be highly concentrated, it may prevent you and other minority stockholders from influencing significant corporate decisions and may result in conflicts of interest.***

Following the completion of this Offering, William Moore will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock if all the Common Stock being offered are sold. As a result, Mr. Moore will have majority voting power over all matters requiring stockholder votes, including: the election of directors; mergers, consolidations and acquisitions; the sale of all or substantially all of our assets and other decisions affecting our capital structure; amendments to our certificate of incorporation or our bylaws; and our winding up and dissolution.

This concentration of voting power may delay, deter or prevent acts that would be favored by our other stockholders. The interests of Mr. Moore may not always coincide with our interests or the interests of our other stockholders. This concentration of voting power may also have the effect of delaying, preventing or deterring a change in control of us. Also, Mr. Moore may seek to cause us to take courses of action that, in his judgment, could enhance his investment in us, but which might involve risks to our other stockholders or adversely affect us or our other stockholders, including investors in this offering. As a result, the market price of our common stock could decline or stockholders might not receive a premium over the then-current market price of our common stock upon a change in control. In addition, this concentration of voting power may adversely affect the trading price of our common stock because investors may perceive disadvantages in owning shares in a company with significant stockholders. See "Executive Compensation" and "Description of Capital Stock."

***Members of our board of directors and our executive officers will have other business interests and obligations to other entities.***

Neither our directors nor our executive officers will be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company, provided that such activities do not compete with the business of the Company or otherwise breach their agreements with the Company. We are dependent on our directors and executive officers to successfully operate our Company. Their other business interests and activities could divert time and attention from operating our business.

**RISKS RELATED TO OWNERSHIP OF OUR COMMON STOCK, THE OFFERING AND LACK OF LIQUIDITY**

***An active trading market for our common stock may not develop and you may not be able to resell your shares at or above the initial offering price.***

Prior to this offering, there has been no public market for shares of our common stock. In the absence of an active trading market for our common stock, investors may not be able to sell their common stock at or above the initial offering price or at the time that they would like to sell. In addition, we intend to submit a listing application for our common stock to be listed on the NASDAQ Capital Market ("NASDAQ") or The NYSE MKT ("NYSE MKT"), and there is no guarantee that we can meet the listing standards or that such listing application will be accepted. Even if such application is accepted and our common stock is listed on the NASDAQ or NYSE MKT, an active trading market for our common stock may never develop, which will adversely impact your ability to sell our shares. If shares of common stock are not eligible for listing on the NASDAQ and NYSE MKT, we intend to apply for quotation of our common stock on the OTCQX Marketplace by the OTC Markets Group, Inc. Even if we obtain quotation on the OTCQX, we do not know the extent to which investor interest will lead to the development and maintenance of a liquid trading market. Further, our common stock will not be listed on the NASDAQ or NYSE MKT, or quoted on the OTCQX, until after the termination of this offering, if at all. Therefore, purchasers will be required to wait until at least after the final termination date of this offering for such listing or quotation. The initial offering price for shares of our common stock will be determined by negotiation between us and our Underwriter. You may not be able to sell your shares of common stock at or above the initial offering price.

The OTCQX, as with other public markets, has from time to time experienced significant price and volume fluctuations. As a result, the market price of shares of our common stock may be similarly volatile, and holders of shares of our common stock may from time to time experience a decrease in the value of their shares, including decreases unrelated to our operating performance or prospects. The price of shares of our common stock could be subject to wide fluctuations in response to a number of factors, including those listed in this "Risk Factors" section of this Offering Circular.

No assurance can be given that the market price of shares of our common stock will not fluctuate or decline significantly in the future or that common stockholders will be able to sell their shares when desired on favorable terms, or at all.

***The Company's stock price may be volatile.***

The market price of the Company's Common Stock is likely to be highly volatile and could fluctuate widely in price in response to various potential factors, many of which will be beyond the Company's control, including the following:

- services by the Company or its competitors;
- additions or departures of key personnel;
- the Company's ability to execute its business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- industry developments;
- economic and other external factors; and
- period-to-period fluctuations in the Company's financial results.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Company's common stock.

***This is a fixed price offering and the fixed offering price may not accurately represent the current value of us or our assets at any particular time. Therefore, the purchase price you pay for Shares may not be supported by the value of our assets at the time of your purchase.***

This is a fixed price offering, which means that the offering price for our Shares is fixed and will not vary based on the underlying value of our assets at any time. Our board of directors, in consultation with our Underwriter, has determined the offering price in its sole discretion. The fixed offering price for our Shares has not been based on appraisals of any assets we own or may own, or of our Company as a whole, nor do we intend to obtain such appraisals. Therefore, the fixed offering price established for our Shares may not be supported by the current value of our Company or our assets at any particular time.

***The entire amount of your purchase price for your Shares will not be available for investment in the Company.***

A portion of the offering proceeds will be used to pay selling commissions of six percent (6%) of the offering proceeds to our Underwriter, which it may re-allow and pay to participating broker-dealers, who sell Shares. *See* "Plan of Distribution" of this Offering Circular. Thus, a portion of the gross amount of the offering proceeds will not be available for investment in the Company. *See* "Use of Proceeds" of this Offering Circular.

***If investors successfully seek rescission, we would face severe financial demands that we may not be able to meet.***

Our Shares have not been registered under the Securities Act of 1933, or the Securities Act, and are being offered in reliance upon the exemption provided by Section 3(b) of the Securities Act and Regulation A promulgated thereunder. We represent that this Offering Circular does not contain any untrue statements of material fact or omit to state any material fact necessary to make the statements made, in light of all the circumstances under which they are made, not misleading. However, if this representation is inaccurate with respect to a material fact, if this offering fails to qualify for exemption from registration under the federal securities laws pursuant to Regulation A, or if we fail to register the Shares or find an exemption under the securities laws of each state in which we offer the Shares, each investor may have the right to rescind his, her or its purchase of the Shares and to receive back from the Company his, her or its purchase price with interest. Such investors, however, may be unable to collect on any judgment, and the cost of obtaining such judgment may outweigh the benefits. If investors successfully seek rescission, we would face severe financial demands we may not be able to meet and it may adversely affect any non-rescinding investors.

***If our securities are quoted on the OTCQX rather than listed on either of the NASDAQ or NYSE MKT, our securities holders may face significant restrictions on the resale of our securities due to state "Blue Sky" laws.***

Each state has its own securities laws, often called "blue sky" laws, which (i) limit sales of securities to a state's residents unless the securities are registered in that state or qualify for an exemption from registration, and (ii) govern the reporting requirements for broker-dealers doing business directly or indirectly in the state. Before a security is sold in a state, there must be a registration in place to cover the transaction, or the transaction must be exempt from registration. The applicable broker must be registered in that state. We do not know whether our common stock will be registered or exempt from registration under the laws of any state. If our securities are quoted on the OTCQX rather than listed on either of the NASDAQ or NYSE MKT, a determination regarding registration will be made by those broker-dealers, if any, who agree to serve as the market-makers for our common stock. There may be significant state blue sky law restrictions on the ability of investors to sell, and on purchasers to buy, our common stock. You should therefore consider the resale market for our common stock to be limited, as you may be unable to resell your common stock without the significant expense of state registration or qualification.

***Purchasers in this offering will experience immediate and substantial dilution in the book value of their investment.***

The initial public offering price per share will be substantially higher than the pro forma net tangible book value per share of our common stock outstanding prior to this offering. As a result, investors purchasing common stock in this offering will experience immediate dilution of $4.72 per share. This dilution is due to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased their shares of common stock. In addition, if we issue additional equity securities, you will experience additional dilution.

***The change in value of Ronco Brands' derivative liabilities could have a material effect on our financial results in future periods.***

Ronco Brands expects to issue prior to the offering a significant number of warrants to the holders of ASTV Warrants in exchange for the ASTV Warrants that, as a result of the terms of these warrants, each are considered a derivative liability under U.S. generally accepted accounting principles. At each of our financial reporting periods, we are required to determine the fair value of such derivatives and record the fair value adjustments as non-cash unrealized gains or losses. The share price of our common stock represents the primary underlying variable that impacts the value of the derivative instruments. Additional factors that impact the value of the derivative instruments include the volatility of our stock price, our credit rating, discount rates, and stated interest rates. Due to the volatile nature of our share price, we expect that we will recognize non-cash gains or losses on its derivative instruments each reporting period and that the amount of such non-cash gains or losses could be material.

***Fiduciaries investing the assets of a trust or pension or profit sharing plan must carefully assess an investment in our Company to ensure compliance with ERISA.***

In considering an investment in the Company of a portion of the assets of a trust or a pension or profit-sharing plan qualified under Section 401(a) of the Code and exempt from tax under Section 501(a), a fiduciary should consider (i) whether the investment satisfies the diversification requirements of Section 404 of ERISA; (ii) whether the investment is prudent, since the Shares are not freely transferable and there may not be a market created in which the Shares may be sold or otherwise disposed; and (iii) whether interests in the Company or the underlying assets owned by the Company constitute "Plan Assets" under ERISA. *See* "ERISA Considerations."

***Substantial future sales of shares of our common stock could cause the market price of our common stock to decline.***

The market price of shares of our common stock could decline as a result of substantial sales of our common stock, particularly sales by our directors, executive officers and significant stockholders, a large number of shares of our common stock becoming available for sale or the perception in the market that holders of a large number of shares intend to sell their shares.

***We may invest or spend the proceeds of this offering in ways with which you may not agree or in ways which may not yield a return.***

The principal purposes of this offering are to raise additional capital, to create a public market for our common stock and to facilitate our future access to the public equity markets. We currently intend to use the net proceeds we receive from this offering primarily for paying of existing debt, working capital and general corporate purposes. We may also use a portion of the net proceeds for the acquisition of, or investment in, products, technologies, or businesses that complement our business, although we have no present commitments or agreements to enter into any acquisitions or investments. Our management will have considerable discretion in the application of the net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. Investors in this offering will need to rely upon the judgment of our management with respect to the use of proceeds. If we do not use the net proceeds that we receive in this offering effectively, our business, financial condition, results of operations and prospects could be harmed, and the market price of our common stock could decline.

***Provisions of our certificate of incorporation and bylaws may delay or prevent a take-over which may not be in the best interests of our shareholders.***

Provisions of our certificate of incorporation and bylaws may be deemed to have anti-takeover effects, which include, among others, when and by whom special meetings of our shareholders may be called, and may delay, defer or prevent a takeover attempt. In addition, our certificate of incorporation authorizes the issuance of up to 20,000,000 shares of preferred stock with such rights and preferences as may be determined from time to time by our board of directors in their sole discretion. Our board may, without shareholder approval, issue shares of preferred stock with dividends, liquidation, conversion, voting or other rights that could adversely affect the voting power or other rights of the holders of our common stock.

***We do not intend to pay dividends for the foreseeable future.***

We have never declared or paid any cash dividends on our common stock and do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

## USE OF PROCEEDS

We intend to use the net proceeds for the following purposes in the following order: (a) first towards credit card fees of up to approximately $600,000 (2% of the gross proceeds from the Offering); (b) second towards the fees and expenses associated with qualification of Offering under Regulation A of up to $1,000,000, including legal, auditing, accounting, escrow agent, transfer agent, financial printer and other professional fees; (c) the next $4,000,000 toward the partial repayment of the outstanding indebtedness under the Laurus Note; (d) the next $5,000,000 toward working capital; (e) the next $2,500,000 toward the partial repayment of the outstanding indebtedness under the Laurus Note; and (f) the balance of capital raised toward additional working capital and general corporate purposes. In the event that we sell less than the maximum shares offered in the Offering, our first priority is to pay fees associated with the qualification of this Offering under Regulation A. No proceeds will be used to compensate or otherwise make payments to officers or directors except for ordinary payments under employment or consulting agreements.

If all of the Common Stock offered hereunder are purchased, we expect to receive net proceeds from this offering of approximately $28,200,000 after deducting estimated underwriting discounts and commissions in the amount of $1,800,000 (6% of the gross proceeds of the Offering). However, we cannot guarantee that we will sell all of the Common Stock being offered by us. The following table summarizes how we anticipate using the gross proceeds of this Offering, depending upon whether we sell 25%, 50%, 75%, or 100% of the shares being offered in the Offering:

| | **If 25% of Shares Sold** | **If 50% of Shares Sold** | **If 75% of Shares Sold** | **If 100% of Shares Sold** |
|---|---|---|---|---|
| **Gross Proceeds** | **$7,500,000** | **$15,000,000** | **$22,500,000** | **$30,000,000** |
| Offering Expenses (Underwriting Discounts and Commissions to Placement Agent and other broker dealers) | ($450,000) | ($900,000) | ($1,350,000) | ($1,800,000) |
| Net Proceeds | **$7,050,000** | **$14,100,000** | **$21,150,000** | **$28,200,000** |
| **Our intended use of the net proceeds is as follows:** | | | | |
| Credit card fees* | ($150,000) | ($300,000) | ($450,000) | ($600,000) |
| Fees for Qualification of Offering under Regulation A (includes legal, auditing, accounting, escrow agent, transfer agent, financial printer and other professional fees) | ($1,000,000) | ($1,000,000) | ($1,000,000) | ($1,000,000) |
| Repayment of Indebtedness of Laurus Note to RNC Investors | ($4,000,000) | ($6,500,000) | ($6,500,000) | ($6,500,000) |
| Working Capital and General Corporate Purposes | ($1,900,000) | ($6,300,000) | ($13,200,000) | ($20,100,000) |
| Total Use of Proceeds | **$7,500,000)** | **$15,000,000** | **$22,500,000** | **$30,000,000** |

*Represents credit card fees associated with subscription agreement transactions.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of February 22, 2017:

- on an actual basis; and
- on a pro forma as adjusted basis to reflect (i) the receipt of the net proceeds from the sale by us in this offering of shares of common stock, after deducting $1,800,000 in estimated underwriting discounts and commissions and estimated offering expenses payable by us, and (ii) the issuance of 1,800,000 shares of common stock of Ronco Brands for $0.0001 per share ($180) to holders of ASTV Warrants, who we assume will elect to exchange their ASTV Warrants under the Settlement Agreement.

This table should be read in conjunction with the information contained in this Offering Circular, including "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations – Ronco Brands," and Ronco Brands' financial statements and the related notes thereto appearing elsewhere in this Offering Circular.

| | As of February 22, 2017 | |
|---|---|---|
| | Actual | As Adjusted (1) |
| | (audited) | |
| Cash and cash equivalents | $ 1,540 | $ 28,201,720 |
| Stockholders' equity: | | |
| Common stock, $0.0001 par value; 100,000,000 shares authorized and 5,250,000 shares issued and outstanding on an actual basis, and 100,000,000 shares authorized and 12,050,000 shares issued and outstanding on an as adjusted basis | 525 | 1,205 |
| Preferred stock, $0.0001 par value; 20,000,000 shares authorized and 10,450,000 shares issued and outstanding on an actual basis and on an as adjusted basis, respectively | 1,045 | 1,045 |
| Additional paid-in capital | – | 28,199,500 |
| Accumulated deficit | (483) | (483) |
| Total stockholders' equity | 1,087 | 28,201,267 |
| Total capitalization | $ 1,087 | $ 28,201,267 |

(1) The number of shares of common stock to be outstanding after the offering is based on 12,050,000, which is the number of shares outstanding on February 22, 2017, and excludes:

- 1,800,000 shares of our common stock issuable upon the exercises of warrants we assume will be issued by Ronco Brands to holders of ASTV Warrants who elect to exchange their ASTV Warrants under the Settlement Agreement;
- 150,000 shares of our common stock issuable upon the exercises of warrants which would be issued by Ronco Brands to the Placement Agent assuming all of the shares offered in this Offering are sold; and
- 6,950,000 shares of our common stock issuable upon the conversion of our outstanding Series B Preferred Stock.

## DETERMINATION OF OFFERING PRICE

The public offering price of the shares was determined by negotiation between us and the placement agent. That public offering price is subject to change as a result of market conditions and other factors. Prior to this offering, no public market exists for our common stock. The principal factors considered in determining the public offering price of the shares included:

- the information in this Offering Circular and otherwise available to the placement agent, including our financial information;
- the history and the prospects for the industry in which we compete;
- the ability of our management;
- the prospects for our future earnings;
- the present state of our development and our current financial condition;
- the general condition of the economy and the securities markets in the United States at the time of this offering;
- the recent market prices of, and the demand for, publicly-traded securities of generally comparable companies; and
- other factors as were deemed relevant.

## DILUTION

Dilution is the amount by which the offering price paid by purchasers of common stock sold in this offering will exceed the pro forma net tangible book value per share of common stock after the offering. As of February 22, 2017, our net tangible book value was approximately $1,267, or $0.00 per share, assuming the exercise of all outstanding warrants to purchase common stock. This section assumes that an aggregate of 1,800,000 shares of common stock of Ronco Brands at a purchase price of $0.0001 per share ($180) and warrants to acquire an aggregate of 1,800,000 shares of common stock of Ronco Brands have been issued to holders of ASTV Warrants who elect to exchange the ASTV Warrants under the Settlement Agreement. In addition, this section assumes the conversion of 6,950,000 Series B Convertible Preferred Stock with a purchase price of $0.0001 per share into 6,950,000 of common shares. Net tangible book value is the value of our total tangible assets less total liabilities.

Based on the initial offering price of $6.00 per one share of common stock, on an as adjusted basis as of February 22, 2017 after giving effect to the offering of shares of common stock and the application of the related net proceeds, our net tangible book value would be:

(i) $26,601,267, or $1.28 per share of common stock, assuming the sale of 100% of the shares offered (5,000,000 shares) with net proceeds in the amount of $26,600,000 after deducting estimated broker commissions of $1,800,000 and estimated offering expenses and credit card fees in the aggregate of $1,600,000;

(ii) $19,701,267, or $1.01 per share of common stock, assuming the sale of 75% of the shares offered (3,750,000 shares) with net proceeds in the amount of $19,700,000 after deducting estimated broker commissions of $1,350,000 and estimated offering expenses and credit card fees in the aggregate of $1,450,000;

(iii) $12,801,267, or $0.70 per share of common stock, assuming the sale of 50% of the shares offered (2,500,000 shares) with net proceeds in the amount of $12,800,000 after deducting estimated broker commissions of $900,000 and estimated offering expenses and credit card fees in the aggregate of $1,300,000; and

(iv) $5,901,267, or $0.35 per share of common stock, assuming the sale of 25% of the shares offered (1,250,000 shares) with net proceeds in the amount of $5,900,000 after deducting estimated broker commissions of $450,000 and estimated offering expenses and credit card fees in the aggregate of $1,150,000.

Purchasers of shares of common stock in this offering will experience immediate and substantial dilution in net tangible book value per share for financial accounting purposes, as illustrated in the following table on an approximate dollar per share basis, depending upon whether we sell 100%, 75%, 50%, or 25% of the shares being offered in this offering:

| ***Percentage of offering shares of common stock sold*** | ***100%*** | ***75%*** | ***50%*** | ***25%*** |
|---|---|---|---|---|
| Offering price per share of common stock | $ 6.00 | $ 6.00 | $ 6.00 | $ 6.00 |
| Net tangible book value per share of common stock before this offering | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Increase in net tangible book value per share attributable to new investors | $ 1.28 | $ 1.01 | $ 0.70 | $ 0.35 |
| Pro forma net tangible book value per share after this offering | $ 1.28 | $ 1.01 | $ 0.70 | $ 0.35 |
| Immediate dilution in net tangible book value per share to new investors | $ 4.72 | $ 4.99 | $ 5.30 | $ 5.65 |

The following tables sets forth depending upon whether we sell 100%, 75%, 50%, or 25% of the shares being offered in this offering, as of February 22, 2017, the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by existing stockholders and to be paid by new investors purchasing shares of common stock in this offering, after giving pro forma effect to the issuance of 1,800,000 shares of common stock to holders of ASTV Warrants who elect to exchange their ASTV Warrants under the Settlement Agreement, the exercise of all outstanding warrants to purchase common stock and the conversion of outstanding preferred stock into common stock, and the new investors in this offering at the offering price of $6.00 per share of common stock, together with the total consideration paid an average price per share paid by each of these groups, before deducting estimated broker commissions and estimated offering expenses.

| | 100% of the Offered Shares Sold | | | | |
|---|---|---|---|---|---|
| | Shares Purchased | | Total Consideration | | Average Price |
| | Number | Percent | Amount | Percent | per Share |
| Existing stockholders as of February 22, 2017 | 5,250,000 | 25.24% | $ 525 | 0% | $ 0.0001 |
| Assumed issuance of common stock to holders of ASTV Warrants prior to the Offering | 1,800,000 | 8.65% | $ 180 | 0% | $ 0.0001 |
| Assumed exercise of outstanding warrants to purchase common stock prior to the Offering | 1,800,000 | 8.65% | $ 10,800,000 | 26.47% | $ 6.00 |
| Assumed conversion of outstanding preferred stock into common stock prior to the Offering | 6,950,000 | 33.41% | $ 695 | 0% | $ 0.0001 |
| New investors | 5,000,000 | 24.05% | $ 30,000,000 | 73.53% | $ 6.00 |
| Total | 20,800,000 | 100.0% | $ 40,801,400 | 100.0% | $ 1.96 |

| | 75% of the Offered Shares Sold | | | | |
|---|---|---|---|---|---|
| | Shares Purchased | | Total Consideration | | Average Price |
| | Number | Percent | Amount | Percent | per Share |
| Existing stockholders as of February 22, 2017 | 5,250,000 | 26.85% | $ 525 | 0% | $ 0.0001 |
| Assumed issuance of common stock to holders of ASTV Warrants prior to the Offering | 1,800,000 | 9.21% | $ 180 | 0% | $ 0.0001 |
| Assumed exercise of warrants to purchase common stock prior to the Offering | 1,800,000 | 9.21% | $ 10,800,000 | 32.43% | $ 6.00 |
| Assumed conversion of outstanding preferred stock into common stock prior to the Offering | 6,950,000 | 35.55% | $ 695 | 0% | $ 0.0001 |
| New investors | 3,750,000 | 19.18% | $ 22,500,000 | 67.57% | $ 6.00 |
| Total | 19,550,000 | 100.0% | $ 33,301,400 | 100.0% | $ 1.70 |

| | 50% of the Offered Shares Sold | | | | |
|---|---|---|---|---|---|
| | Shares Purchased | | Total Consideration | | Average Price |
| | Number | Percent | Amount | Percent | per Share |
| Existing stockholders as of February 22, 2017 | 5,250,000 | 28.69% | $ 525 | 0% | $ 0.0001 |
| Assumed issuance of common stock to holders of ASTV Warrants prior to the Offering | 1,800,000 | 9.84% | $ 180 | 0% | $ 0.0001 |
| Assumed exercise of warrants to purchase common stock prior to the Offering | 1,800,000 | 9.84% | $ 10,800,000 | 41.86% | $ 6.00 |
| Assumed conversion of outstanding preferred stock into common stock prior to the Offering | 6,950,000 | 37.98% | $ 695 | 0% | $ 0.0001 |
| New investors | 2,500,000 | 13.65% | $ 15,000,000 | 58.14% | $ 6.00 |
| Total | 18,300,000 | 100.0% | $ 25,801,400 | 100.0% | $ 1.41 |

| | 25% of the Offered Shares Sold | | | | |
|---|---|---|---|---|---|
| | Shares Purchased | | Total Consideration | | Average Price |
| | Number | Percent | Amount | Percent | per Share |
| Existing stockholders as of February 22, 2017 | 5,250,000 | 30.79% | $ 525 | 0% | $ 0.0001 |
| Assumed issuance of common stock to holders of ASTV Warrants prior to the Offering | 1,800,000 | 10.56% | $ 180 | 0% | $ 0.0001 |
| Assumed exercise of warrants to purchase common stock prior to the Offering | 1,800,000 | 10.56% | $ 10,800,000 | 59.01% | $ 6.00 |
| Assumed conversion of preferred stock into common stock prior to the Offering | 6,950,000 | 40.76% | $ 695 | 0.01% | $ 0.0001 |
| New investors | 1,250,000 | 7.33% | $ 7,500,000 | 40.98% | $ 6.00 |
| Total | 17,050,000 | 100.0% | $ 18,301,400 | 100.0% | $ 1.07 |

The foregoing discussion and tables assume immediately prior to the completion of this Offering:

(i) issuance of 1,800,000 shares of common stock to holders of ASTV Warrants who elect to exchange the ASTV Warrants under the Settlement Agreement;
(ii) the exercise of all outstanding warrants to purchase an aggregate of 1,800,000 shares of common stock; and
(iii) the conversion of all outstanding Series B preferred stock to 6,950,000 shares of common stock.

The foregoing discussion and tables above do not give effect to the 150,000 shares of our common stock issuable upon the exercise of warrants at an exercise price of $6.60 per share which would be issued by Ronco Brands to the Placement Agent in connection with the Offering assuming all of the shares offered in this Offering are sold.

## PLAN OF DISTRIBUTION

***Placement Agent***

Wellington Shields & Co., LLC, a broker-dealer registered with the Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority ("FINRA") which we refer to herein as the Placement Agent, has agreed to act as a placement agent in connection with this Offering. Subject to the terms and conditions of an engagement letter with the placement agent dated as of February 16, 2017, we have agreed to sell and the Placement Agent has agreed to sell on our behalf, at the offering price less the underwriting discounts and commissions set forth below a maximum of 5,000,000 shares of Common Stock ("Offered Shares"). The Placement Agent is not purchasing any securities offered by this Offering Circular, nor are they required to arrange the purchase or sale of any specific number or dollar amount of securities, but have agreed to use their best efforts to arrange for the sale of all of the securities offered hereby. The Placement Agent may retain other brokers or dealers to act as sub-agents or selected-dealers on its behalf in connection with the Offering.

The term of the engagement letter began on February 16, 2017 and continues until the earlier of the completion or cancellation of the Offering or the termination of the engagement by either the Company or Placement Agent unilaterally deciding to terminate the engagement agreement upon thirty days' prior written notice to the other party.

We have agreed to pay the Placement Agent a fee equal to six percent (6%) of the aggregate purchase price of the Offered Shares sold in this Offering. In addition, we have agreed to reimburse the Placement Agent for its reasonable and accountable out-of-pocket expenses subject to our prior written consent. We paid the Placement Agent a non-refundable retainer fee of $30,000. If the maximum of 5,000,000 shares of Common Stock are sold, the maximum amount of commissions that we estimate will be paid to our Placement Agent is $1,800,000. It is expected that the Placement Agent will conduct essentially all of the marketing and sales of the Common Stock. There is no assurance that additional placement agents will participate in the Offering. We are responsible for all offering fees and expenses estimated to be $1,000,000 in the aggregate, including the following: (i) fees and disbursements of our legal counsel, accountants and other professionals we engage; (ii) fees and expenses incurred in the production of offering documents, including design, printing, photograph, and written material procurement costs; (iii) reimbursements of accountable expenses of the Placement Agent; (iv) all filing fees, including blue sky filing fees; (v) all of the legal fees related to the registration and qualification of the Offered Shares under state securities laws; and (vi) all costs of Direct Transfer's and Regions Bank's services. Also we are responsible for paying credit card fees of up to approximately $600,000 (2% of the gross proceeds from the Offering).

***Placement Agent's Warrants***

Upon each closing of this offering, we have agreed to issue to the Placement Agent warrants to purchase a number of shares of our common stock equal to three percent (3%) of the total shares of our common stock sold in such closing ("Placement Agent's Warrants"). The Placement Agent's Warrants are exercisable commencing 180 days after the qualification date of the offering statement related to this offering, and will be exercisable until the fifth anniversary of the qualification date. The Placement Agent's Warrants are not redeemable by us. The exercise price for the Placement Agent's Warrants will be at purchase price equal to $6.60 per share (110% of the implied price per share of the Offering).

The Placement Agent's Warrants and the shares of common stock underlying the Placement Agent's Warrants have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The Placement Agent, or permitted assignees under such rule, may not exercise, sell, transfer, assign, pledge, or hypothecate the Placement Agent's Warrants or the shares of common stock underlying the Placement Agent's Warrants, nor will the Placement Agent, or permitted assignees engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the Placement Agent's Warrants or the underlying shares of common stock for a period of 180 days from the qualification date of the offering statement, except that they may be transferred, in whole or in part, by operation of law or by reason of our reorganization, or to any Placement Agent or selected dealer participating in the offering and their officers or partners if the Placement Agent's Warrants or the underlying shares of our common stock so transferred remain subject to the foregoing lock-up restrictions for the remainder of the time period. The Placement Agent's Warrants will provide for adjustment in the number and price of the Placement Agent's Warrants and the shares of common stock underlying such Placement Agent's Warrants in the event of recapitalization, merger, stock split, or other structural transaction, or a future financing undertaken by us.

***Escrow Account***

Regions Bank, an Alabama banking corporation ("Escrow Agent"), will act as escrow agent for the Offering. Prior to the date the SEC issues a qualification for the sale of the shares of common stock pursuant to this Offering Circular, the escrow agent shall establish a non-interest-bearing account, which account shall be titled "Subscription Account for Ronco Brands, Inc." (the "Escrow Account"). The Escrow Account shall be a segregated deposit account at the bank. The Escrow Account maintained by the escrow agent shall be terminated in whole or in part on the earliest to occur of: (a) the first to occur of the (i) the maximum offering amount being raised, or (ii) 18 months from the date of SEC qualification; or (b) within fifteen (15) days from the date upon which a determination is made by the company to terminate the Offering. The foregoing sentence describes the escrow period the "Escrow Period". During the Escrow Period, the parties agree that (i) the Escrow Account and escrowed funds will be held for the benefit of investors, and that (ii) the Company is not entitled to any funds received into escrow, and that no amount deposited into the Escrow Account shall become the property of the Company or any other entity, or be subject to any debts, liens or encumbrances of any kind of any other entity, until the Company has triggered closing of such funds. In the event the escrow agent does not receive written instructions from the Company to release funds from the Escrow Account on or prior to termination of the Escrow Period, the escrow agent shall terminate the escrow and make a full and prompt return of funds so that refunds are made to each investor in the exact amount received from said investor, without deduction, penalty or expense to investor.

The escrow agent, Regions Bank, shall process all escrowed amounts for collection through the banking system and shall maintain an accounting of each deposit posted to its ledger, which also sets forth, among other things, each investor's name and address, the quantity of shares of common stock purchased, and the amount paid.

If any subscription agreement for the purchase of shares of common stock is rejected by the Company in its sole discretion, then the subscription agreement and the escrowed amounts for such investor shall be returned to the rejected investor without interest by the escrow agent within fifteen (15) business days from the date of rejection.

Upon closing under the terms as set out in this Offering Circular, funds will be immediately transferred to the Company (where the funds will be available for use in the operations of the Company's business in a manner consistent with the "Use of Proceeds" in this Offering Circular).

The Company shall pay certain itemized fees to Regions Bank for its escrow services, including: (i) a closing fee of $300 per closing; (ii) one-time administration fee of $3,500; and (iii) Return Subscription Deposit to Subscribers fee of $10.00. Wire fees have been waived for this Offering.

Escrow agent, in no way endorses the merits of the offering of the securities.

***Technology and Administrative Services***

The Company has engaged Direct Transfer, LLC ("Direct Transfer"), a wholly owned subsidiary of Issuer Direct Corp., to provide certain technology and administrative services in connection with the Offering, including the online platform of Direct Transfer by which investors of Ronco Brands will receive, review, execute and deliver subscription agreements electronically. Potential investors may at any time make revocable offers to subscribe to purchase shares of our common stock. Such revocable offers will become irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company. Payment of the purchase price by ACH debit transfer, wire transfer or by major credit card shall be made through the online platform of Direct Transfer to Regions Bank (the "Escrow Agent") and received and held by Escrow Agent in a non-interest bearing escrow account ("Escrow Account") in compliance with SEC Rule 15c2-4, with funds released to the Company only after we closed on the subscription as described in this Offering Circular. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be notified by Direct Transfer, as the transfer agent, that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber. Payments made by major credit card shall be limited to $300 per Subscriber. The Company may close on investments on a "rolling" basis (so not all investors will receive their Shares on the same date). Direct Transfer, LLC will transfer the subscriber funds to the escrow agent, Regions Bank. Regions Bank will deposit the funds in the Company's Escrow Account. Direct Transfer, LLC is not acting as escrow agent and will not hold any funds. We will pay certain itemized administrative fees to Direct Transfer, LLC for these services, including: (i) $2,000 for a one-time "Click Invest" setup fee; (ii) $1.25 or $5.00 per investor for a one-time accounting fee (investor onboarding) upon receipt of funds (the "Reserve Shares Now" button fee) for transactions less than or in excess of $250, respectively; (iii) $0.50 per inbound ACH transfer; (iv) $25.00 per inbound wire transfer for processing incoming funds; and (v) $25.00 per wire transfer for outbound funds to the Company. A 2% credit card fee will be imposed on payments made by credit cards. Direct Transfer, LLC is not participating as an underwriter or placement agent of the Offering and will not solicit any investment in the company, recommend the Company's securities, or provide investment advice to any prospective investor, or distribute the Offering Circular or other offering materials to investors. All inquiries regarding this offering or escrow should be made directly to the Company or the Placement Agent.

***Anti-Money Laundering Services***

Direct Transfer, LLC has been engaged to provide certain anti-money laundering services in connection with this offering. The Company has agreed to pay Direct Transfer, LLC $1.00 or $2.00 per domestic investor for transactions less than or in excess of $250, respectively, $65.00 per international investor for anti-money laundering checks, as well as $45.00 per bad actor check.

Direct Transfer, LLC is not a FINRA member and is not participating as an underwriter of the offering. As such, it will not solicit any investment in the Company, recommend the Company's securities or provide investment advice to any prospective investor, or distribute the Offering Circular or other offering materials to investors. All inquiries regarding this offering should be made directly to the Company.

***Transfer Agent and Registrar***

We have also engaged Direct Transfer, LLC to be the transfer agent and registrar for our common stock.

Direct Transfer, LLC's address is at 500 Perimeter Park Dr., Suite D, Morrisville, North Carolina 27560 and its telephone number is (919) 481-4000.

We will pay certain itemized fees to Direct Transfer, LLC for these transfer agent services, including: (i) $8,000 to $12,000 DTC Eligibility fee; (ii) $1.25 or $5.00 per investor for a one-time accounting fee upon onboarding the investor for transactions less than or in excess of $250, respectively; and (iii) $495, $1,500 or $2,250 monthly transfer agent fee for up to 500, 10,000 or 20,000 stockholders. Direct Transfer, LLC is waiving the one-time "Transfer Agent" setup fee.

***Stock Certificates***

Ownership of the Offered Shares will be "book-entry" only form, meaning that ownership interests shall be recorded by Direct Transfer, our transfer agent and registrar (the "Transfer Agent"), and kept only on the books and records of Transfer Agent. No physical certificates shall be issued, nor received, by Transfer Agent or any other person. The Transfer Agent records and maintains securities of Company in in book-entry form only. Book-entry form means the Transfer Agent maintains shares on an investor's behalf without issuing or receiving physical certificates. Securities that are held in un-certificated book-entry form have the same rights and privileges as those held in certificate form, but the added convenience of electronic transactions (e.g. transferring ownership positions between a broker-dealer and the Transfer Agent), as well as reducing risks and costs required to store, manage, process and replace lost or stolen securities certificates. Transfer Agent shall send out email confirmations of positions and notifications of changes "from" Company upon each and every event affecting any person's ownership interest, with a footer referencing Transfer Agent.

Transfer Agent may email holders a "ceremonial certificate" in .pdf form, per our standard template, which will be clearly marked as such. All parties recognize and agree that these are not legal securities instruments but simply decorative, informal, commemorative, non-binding marketing confirmations of an ownership position. They are not legal tender of any form.

***No Public Market***

Our Common Stock are not quoted on any stock exchange or quotation system. In addition, applicable state securities laws and regulations impose transfer restrictions on our Common Stock. We intend to apply to list our common stock on the NYSE MKT or the NASDAQ Capital Market under the symbol "RNCO". There is no assurance that this application will be approved. If not approved, we intend to apply for quotation of our common stock on the OTCQX Marketplace under the symbol "RNCO". Our common stock will not be listed on the NYSE MKT or NASDAQ Capital Market, or quoted on the OTCQX Marketplace, until after the termination of this offering.

***Investment Amount Limitations***

**Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.**

As a Tier 2, Regulation A offering, investors must comply with the 10% limitation to investment in the offering. The only investor in this offering exempt from this limitation is an accredited investor, an "Accredited Investor," as defined under Rule 501 of Regulation D. If you meet one of the following tests you should qualify as an Accredited Investor:

(i) You are a natural person who has had individual income in excess of $200,000 in each of the two most recent years, or joint income with your spouse in excess of $300,000 in each of these years, and have a reasonable expectation of reaching the same income level in the current year;

(ii) You are a natural person and your individual net worth, or joint net worth with your spouse, exceeds $1,000,000 at the time you purchase Offered Shares (please see below on how to calculate your net worth);

(iii) You are an executive officer or general partner of the issuer or a manager or executive officer of the general partner of the issuer;

(iv) You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the Code, a corporation, a Massachusetts or similar business trust or a partnership, not formed for the specific purpose of acquiring the Offered Shares, with total assets in excess of $5,000,000;

(v) You are a bank or a savings and loan association or other institution as defined in the Securities Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, an insurance company as defined by the Securities Act, an investment company registered under the Investment Company Act of 1940, as amended, or the Investment Company Act, or a business development company as defined in that act, any Small Business Investment Company licensed by the Small Business Investment Act of 1958 or a private business development company as defined in the Investment Advisers Act of 1940;

(vi) You are an entity (including an Individual Retirement Account trust) in which each equity owner is an accredited investor;

(vii) You are a trust with total assets in excess of $5,000,000, your purchase of Offered Shares is directed by a person who either alone or with his purchaser representative(s) (as defined in Regulation D promulgated under the Securities Act) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, and you were not formed for the specific purpose of investing in the Offered Shares; or

(viii) You are a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has assets in excess of $5,000,000.

***Offering Period and Expiration Date***

This Offering will start on the date this Offering Circular is declared qualified by the SEC. The Offering is expected to expire on the first of: (i) all of the Offered Shares are sold; or (ii) the close of business six (6) months after the date that this Offering is deemed qualified by the SEC, unless sooner terminated or extended up to no more than an additional six (6) months by the Company.

***Testing the Waters and Procedures for Subscribing***

We will use our existing website, *www.ronco.com* to provide notification of this anticipated Offering. Prior to the qualification of the Offering by the SEC, if you desire information about this anticipated Offering, you would go to the Investor Relations page at www.ronco.com and click on the "Reserve Your Shares" button. The Ronco website will redirect you, as a prospective investor, via the "Reserve Your Shares" button to a landing page on the website operated by Direct Transfer, LLC, where prospective investors are asked to provide certain information about themselves, such as his, her or its name, phone number, e-mail address, zip code and the amount of shares of interest, constituting a non-binding indication of interest ("Interest Holders"). This Offering Circular as well as amendments to this Offering Circular prior to qualification by the SEC will be furnished to prospective investors for their review via download 24 hours per day, 7 days per week on the Direct Transfer website as well. All Interest Holders have received and will continue to receive a series of comprehensive educational emails explaining the entire process and procedures for subscribing in the Offering and "what to expect" on the Direct Transfer platform.

Potential investors, including, but not limited to Interest Holders, may at any time make revocable offers to subscribe to purchase shares of our common stock. Such revocable offers will become irrevocable when both the Offering Statement is qualified by the SEC and the subscriptions are accepted by the Company.

If you decide to subscribe for any Common Stock in this Offering, you should:

Go to the Investor Relations page at *www.ronco.com*, click on the "Reserve Shares Now" button and follow the procedures as described.

1. Electronically receive, review, execute and deliver to us through Direct Transfer a Subscription Agreement; and

2. Deliver funds only by ACH, wire transfer or by major credit card for the amount set forth in the Subscription Agreement directly to the specified bank account maintained by Regions Bank. Payments made by major credit card shall be limited to $300 per subscriber. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be (a) notified by Direct Transfer, as the transfer agent, that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber and (b) provided with the final Offering Statement which was qualified by the SEC at the time of such notification by Direct Transfer.

The Company has engaged Direct Transfer, LLC to provide certain technology and administrative services in connection with the Offering, including the online platform by which subscribers may receive, review, execute and deliver subscription agreements electronically.

The Ronco website will redirect interested investors via the "Reserve Shares Now" button to a platform operated by Direct Transfer, LLC, where investors can receive (upon their acknowledgement that they have had the opportunity to review this Offering Circular), review, execute and deliver subscription agreements electronically.

Any potential investor will have ample time to review the Subscription Agreement, along with their counsel, prior to making any final investment decision. We will not accept any money until the SEC declares this Offering Circular qualified.

We anticipate that we will hold closings for purchases of the shares of our common stock on at least a monthly basis until the offering is fully subscribed or we terminate the Offering. Proceeds will be held with the Escrow Agent in an escrow account subject to compliance with Exchange Act Rule 15c2-4 until closing occurs. Our dealer-manager and/or the participating broker-dealers will submit a subscriber's form(s) of payment in compliance with Exchange Act Rule 15c2-4, generally by noon of the next business day following receipt of the subscriber's subscription agreement and form(s) of payment.

You will be required to represent and warrant in your subscription agreement that you are an accredited investor as defined under Rule 501 of Regulation D or that your investment in the shares of common stock does not exceed 10% of your net worth or annual income, whichever is greater, if you are a natural person, or 10% of your revenues or net assets, whichever is greater, calculated as of your most recent fiscal year if you are a non-natural person. By completing and executing your subscription agreement you will also acknowledge and represent that you have received a copy of this offering circular, you are purchasing the shares of common stock for your own account and that your rights and responsibilities regarding your shares of common stock will be governed by our chart and bylaws, each filed as an exhibit to the offering statement of which this offering circular is a part.

Right to Reject Subscriptions. After we receive your complete, executed subscription agreement and the funds required under the subscription agreement have been transferred to the escrow agent, we have the right to review and accept or reject your subscription in whole or in part, for any reason or for no reason. We will return all monies from rejected subscriptions immediately to you, without interest or deduction.

Acceptance of Subscriptions. Upon our acceptance of a subscription agreement, we will countersign the subscription agreement and issue the shares subscribed at closing. Once you submit the subscription agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted subscription agreements are irrevocable.

Under Rule 251 of Regulation A, **non-accredited, non-natural investors** are subject to the investment limitation and may only invest funds which do not exceed 10% of the greater of the purchaser's revenue or net assets (as of the purchaser's most recent fiscal year end). A **non-accredited, natural person** may only invest funds which do not exceed 10% of the greater of the purchaser's annual income or net worth (please see below on how to calculate your net worth).

NOTE: For the purposes of calculating your Net Worth, it is defined as the difference between total assets and total liabilities. This calculation must exclude the value of your primary residence and may exclude any indebtedness secured by your primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Offered Shares.

In order to purchase Offered Shares and prior to the acceptance of any funds from an investor, an investor will be required to represent, to the Company's satisfaction, that he is either an accredited investor or is in compliance with the 10% of net worth or annual income limitation on investment in this offering.

**Selling Restrictions**

**Notice to prospective investors in Canada**

The offering of the Offered Shares in Canada is being made on a private placement basis in reliance on exemptions from the prospectus requirements under the securities laws of each applicable Canadian province and territory where the Common Stock may be offered and sold, and therein may only be made with investors that are purchasing as principal and that qualify as both an "accredited investor" as such term is defined in National Instrument 45-106 Prospectus and Registration Exemptions and as a "permitted client" as such term is defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligation. Any offer and sale of the Offered Shares in any province or territory of Canada may only be made through a dealer that is properly registered under the securities legislation of the applicable province or territory wherein the Offered Shares is offered and/or sold or, alternatively, by a dealer that qualifies under and is relying upon an exemption from the registration requirements therein.

Any resale of the Offered Shares by an investor resident in Canada must be made in accordance with applicable Canadian securities laws, which may require resales to be made in accordance with prospectus and registration requirements, statutory exemptions from the prospectus and registration requirements or under a discretionary exemption from the prospectus and registration requirements granted by the applicable Canadian securities regulatory authority. These resale restrictions may under certain circumstances apply to resales of the Offered Shares outside of Canada.

Upon receipt of this document, each Canadian investor hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de ce document, chaque investisseur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.*

**Notice to prospective investors in the European Economic Area**

In relation to each Member State of the European Economic Area (each, a "Relevant Member State"), no offer of Offered Shares may be made to the public in that Relevant Member State other than:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Offered Shares shall require the Company or the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Each person in a Relevant Member State who initially acquires any Offered Shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive. In the case of any Offered Shares being offered to a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the Offered Shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any Offered Shares to the public other than their offer or resale in a Relevant Member State to qualified investors as so defined or in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

The Company, the representatives and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

This offering circular has been prepared on the basis that any offer of Offered Shares in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Offered Shares. Accordingly, any person making or intending to make an offer in that Relevant Member State of Offered Shares which are the subject of the offering contemplated in this offering circular may only do so in circumstances in which no obligation arises for the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. The Company has not authorized, nor does it authorize, the making of any offer of Offered Shares in circumstances in which an obligation arises for the Company to publish a prospectus for such offer.

For the purpose of the above provisions, the expression "an offer to the public" in relation to any Offered Shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Shares to be offered so as to enable an investor to decide to purchase or subscribe the Offered Shares, as the same may be varied in the Relevant Member State by any measure implementing the Prospectus Directive in the Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member States) and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

**Notice to prospective investors in the United Kingdom**

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2) (a) to (d) of the Order (all such persons together being referred to as "relevant persons").

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

**Notice to Prospective Investors in Switzerland**

The Offered Shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the Offered Shares or this offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to this offering, the Company, the Offered Shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of Offered Shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of Offered Shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of Offered Shares.

**Notice to Prospective Investors in the Dubai International Financial Centre**

This offering circular relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or DFSA. This offering circular is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this offering circular nor taken steps to verify the information set forth herein and has no responsibility for the offering circular. The Offered Shares to which this offering circular relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Offered Shares offered should conduct their own due diligence on the Offered Shares. If you do not understand the contents of this offering circular you should consult an authorized financial advisor.

**Notice to Prospective Investors in Australia**

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, or ASIC, in relation to this offering. This offering circular does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001, or the Corporations Act, and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the Offered Shares may only be made to persons, or the Exempt Investors, who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the Offered Shares without disclosure to investors under Chapter 6D of the Corporations Act.

The Offered Shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under this offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring Offered Shares must observe such Australian on-sale restrictions.

This offering circular contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this offering circular is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

**Notice to prospective investors in China**

This offering circular does not constitute a public offer of the Offered Shares, whether by sale or subscription, in the People's Republic of China (the "PRC"). The Offered Shares are not being offered or sold directly or indirectly in the PRC to or for the benefit of, legal or natural persons of the PRC.

Further, no legal or natural persons of the PRC may directly or indirectly purchase any of the Offered Shares or any beneficial interest therein without obtaining all prior PRC's governmental approvals that are required, whether statutorily or otherwise. Persons who come into possession of this document are required by the issuer and its representatives to observe these restrictions.

**Notice to Prospective Investors in Hong Kong**

The Offered Shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the Offered Shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Offered Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

**Notice to Prospective Investors in Japan**

The Offered Shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

**Notice to Prospective Investors in Singapore**

This offering circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Offered Shares may not be circulated or distributed, nor may the Offered Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Offered Shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Offered Shares pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law;

(d) as specified in Section 276(7) of the SFA; or

(e) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

## DIVIDEND POLICY

We have not declared or paid dividends on our common stock since our formation, and we do not anticipate paying dividends in the foreseeable future. Declaration or payment of dividends, if any, in the future, will be at the discretion of our Board of Directors and will depend on our then current financial condition, results of operations, capital requirements and other factors deemed relevant by the Board of Directors. There are no contractual restrictions on our ability to declare or pay dividends. Consequently, you will only realize an economic gain on your investment in our common stock if the price appreciates. You should not purchase our common stock expecting to receive cash dividends. Since we do not anticipate paying dividends, and if we are not successful in establishing an orderly public trading market for our shares, then you may not have any manner to liquidate or receive any payment on your investment. Therefore, our failure to pay dividends may cause you to not see any return on your investment even if we are successful in our business operations. In addition, because we may not pay dividends in the foreseeable future, we may have trouble raising additional funds which could affect our ability to expand our business operations.

## DESCRIPTION OF BUSINESS

### Business Overview

Ronco Brands, Inc. (the "Company" and "Ronco Brands") was incorporated in Delaware on February 16, 2017. In connection with the formation of Ronco Brands, Ronco Brands authorized 100,000,000 shares of common stock, par value $0.0001 per share, and 20,000,000 shares of preferred stock, par value $0.0001 per share, as its capital stock. Ronco Brands was formed by RNC Investors, LLC ("RNC Investors"), William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC (collectively, "Founders") to become the holding company of Ronco Holdings, Inc., a Delaware corporation ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Prior to and after the Anticipated RHI Assignment on April 1, 2017, William Moore has served and will continue to serve as the chief executive officer of Ronco Brands and as the president of Ronco Holdings, respectively. Prior to the completion of the Offering, Mr. Moore controls approximately 98% of the voting power of the outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock of Ronco Brands issued to Mr. Moore upon the formation of Ronco Brands.

Following the Anticipated RHI Assignment on April 1, 2017, the financial statements of Ronco Brands and Ronco Holdings, the sole operating and wholly owned subsidiary of Ronco Brands, will be reported on a consolidated basis. Ronco Brands, through Ronco Holdings, will own the Ronco brand and associated assets and will be engaged in the development, manufacture through third-party factories, and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco Holdings is a provider of proprietary consumer products for the kitchen and home. Ronco Hodings' product line sells throughout the year through infomercials ("direct response TV"), online sales, wholesale distributors, direct retailers, live shopping and royalty/international sales.

Ronco Holdings is the owner of one of the pre-eminent brands in the history of direct response TV, Ronco®. Ronco Holdings is also the owner of Dual Tools®, Infusion Collection® and Doc®, which are product brands Ronco Holdings acquired from Infusion Brands, Inc. With over $2 billion of brand revenues since its inception, Ronco has over its history brought to market such iconic products as the Ronco Pocket Fisherman®, Ronco Veg-o-Matic®, and the Ronco Showtime® Rotisserie and currently offers products including the Showtime Rotisserie®, E-Z Store Rotisserie®, Ronco Chiptastic® Microwave Potato Chip Maker, Ronco 5 Minute Pasta Wizard, Ronco Turbo Dehydrator™, the award-winning, patented innovation, the Ronco Ready® Grill, and its newest innovation, the Ronco Pizza and More™. Prior to the launch of the Ronco Ready Grill™, Ronco had not developed any significant innovation in over 10 years. The launch of the Ronco Ready® Grill, followed by the Ronco Pizza and More™ has reinvigorated the Ronco® brand. This will accelerate with the addition of more innovative new products going forward, as well as the redesign and re-imagination of many classic Ronco products consumers have enjoyed from the past. Management has also segmented Ronco into three distinct brands going forward: Ronco® (household appliances), Ronco Wonder® (gadgets & cleaning) and Ronco Classics™ (classic, beloved original Ronco products including, but not limited to the Veg-O-Matic® and Pocket Fisherman®). The Company's management believes that this sub-brand strategy allows Ronco Holdings to both introduce a new and broader range of products under the valuable Ronco brand umbrella, while still delivering on its core Ronco® brand promise of "Always Innovating®".

**Sales Channels**

Ronco Holdings' product lines sell throughout the year through various sales channels. The following is a discussion on the various sales channels that Ronco Holdings sells through.

*Retail*

The Retail sales channel includes those sales efforts to and revenue from buyers who resell our products at retail, both physical (brick and mortar) and through their online portals. Although historically (prior to 2005) the Ronco brand was sold only through direct response, over the past decade, both Ronco Holdings and other similar direct response sellers have received an increasingly large percentage, and in many cases a majority, of their revenue by monetizing the brand and product identities created by direct response advertising through retail sales. The Company's management expects the retail sales channel to be the largest (in terms of revenue) for Ronco Holdings for the foreseeable future.

Ronco Holdings' customers in the Retail sales channel include both large retailers, including Walmart, Bed Bath & Beyond, Target, Home Depot and Amazon, and many regional and smaller retailers. The customers in the Retail sales channel purchase goods both for their physical ("brick and mortar") locations, and for their online portals, which represents a regularly increasing percentage of all the Company's Retail sales. The Company's management expects continued growth in the Retail sales channel as additional products are introduced and as additional direct response advertising is run, which supports those sales. The Company's management also expects continued growth of online sales as a percentage of Retail sales, which represents an opportunity for Ronco Holdings to capture an increasing percentage of those online sales through its own portal, www.ronco.com. Information on this website is not a part of this Offering Circular.

During 2016, Ronco Holdings determined that the most efficient manner to support a growing Retail sales channel dominated by large Retail chains, including these Retailers' online presence, was to transition to a "distribution model" where Ronco Holdings sells all its products to Retail using a large, qualified distributor which is then responsible to sell and support all Retail customers, thereby allowing Ronco Holdings to direct and focus its resources more to product innovation and development. Ronco Holdings has entered into an agreement with Englewood Marketing Group, Inc. to act as Ronco Holdings' exclusive distributor for Retail sales with a full transition to this sales model by the end of the first quarter of 2017.

Following the Anticipated RHI Assignment on April 1, 2017, the Company's management anticipates continued growth in the Retail sales channel, both from the introduction of existing Ronco products to new retail customers, and from the introduction of new Ronco products across all customers.

*Live Shopping*

The Live Shopping sales channel includes those sales efforts to and revenue from customers who operate "live shopping" networks, both domestic and international, including customers such as QVC, HSN, Evine, TSC (Canada), and HSE24 (Europe), among others. Live Shopping is most similar to the Company's historic direct response business, but instead of paying for the media itself and charging the wholesale price direct to the ultimate customer, the Company instead sells the goods at wholesale (as in the Retail sales channel) to the live shopping networks, and those channels effectively pay the cost of the media time to demonstrate and sell the products.

Although virtually all of Ronco Holdings' historic products are available to be sold through the Live Shopping sales channel, the Live Shopping sales channel also affords Ronco Holdings the opportunity to source, test, rebrand and sell many other non-core products that happen to fit a desire on the part of one or more live shopping networks based on their particular market research or trend analyses. For those particular sales, Ronco Holdings may use the Ronco brand or an affiliated brand (including Dual Tools, Doc, or the Infusion Collection). These types of products are generally later in the product development cycle or in, or very nearly in, production when sourced, and therefore are much faster in time-to-market than newly-designed products. In addition to its own brands, from time to time on a limited basis Ronco also sells its products to the live shopping networks as "private label" products where the live shopping network brands the product with one of its own category specific brands such as "Cook's Essentials" at QVC, or Clean& Co. at Evine.

Following the Anticipated RHI Assignment on April 1, 2017, the Company's management anticipates continued growth in the Live Shopping sales channel as current products receive continued airings, and as additional products are introduced by Ronco Holdings, and are sourced and added for the Company's other brands.

*Direct Response*

The Direct Response sales channel includes those sales efforts in and revenue from the direct response market. "Direct Response" is the process of advertising directly to customers by purchasing media, whether radio, television or online, then monetizing that media cost by direct sales to such customers prompted by that media, either by telephone or online.

The Ronco brand was the first direct response brand, and Ron Popeil, its founder, is effectively credited with creating the direct response market. From its founding through today, the Ronco brand has sold over $2 billion of products through direct response, spending over $500 million on direct response advertising to do so, also creating in the process a lasting brand recognition with consumers. Until 2005, all Ronco brand products were sold via direct response. Since then, as a result both of the increase of media costs and the proliferation of sales channels (including particularly online), the direct response business has become less profitable viewed alone, but continues to be profitable as part of a strategy which uses direct response to fund all or a portion of its own media costs, and monetizes that media not just through direct response, but also through retail and online sales. This is how the Company's management views and, following the Anticipated RHI Assignment on April 1, 2017, will approach direct response, and in that light, views it as a key part of the Company's overall sales strategy.

Given management's view of the best use of direct response, it is anticipated that, following the Anticipated RHI Assignment on April 1, 2017, direct response will be used for a relatively small number of the Company's Ronco brand products in any given year, and only in those situations where the net profit or cost of the direct response campaign, taken as a whole with any associated retail and online sales, meets management's requirements for an acceptable net margin.

*Royalty*

The Royalty sales channel includes those sales efforts to and revenue from those international (and limited domestic) sales where Ronco Holdings receives its revenue as a royalty, rather than by selling product directly, resulting in no investment in inventory and very minimal, if any, sales and marketing expense by Ronco Holdings. Ronco Holdings' primary contracts in this area are with Oak Lawn Marketing Incorporated ("OLM"), which distributes the Ronco Holdings' Ronco brand internationally, and its legacy DualTools® and DualSaw® brands worldwide.

Ronco Holdings' contracts with OLM generally provide that OLM will be directly responsible for all costs of goods and all sales and marketing expenses for its sales, with Ronco Holdings' only requirement being to provide those media assets it has on hand, with occasional minimal editing. As a result, the Company views the Royalty sales channel as having the potential for meaningful contribution and growth going forward, particularly since it requires little to no incremental investment over what is already being made to sell products through other channels, and therefore, following the Anticipated RHI Assignment on April 1, 2017, nearly all of the revenue generated will be net margin for the Company.

**Product development and marketing**

Ronco Holdings both develops Ronco brand products internally and sources Ronco brand products externally (typically with some minor additional internal development). For the internally-developed products, Ronco Holdings incurs expenses for product research and development, including design engineering, prototyping, testing, manufacturing implementation and oversight, packaging and packaging design, among others. For the externally sourced products, Ronco Holdings' involvement with product development varies based upon the market-readiness of the product when sourced. Ronco Holdings' involvement therefore varies from marketing for completely market-ready products to some level of re-design and product development for others. In the case of externally-sourced products, Ronco Holdings typically attempts to negotiate exclusive marketing rights.

Following the Anticipated RHI Assignment on April 1, 2017, we anticipate marketing both our internally sourced and externally sourced products through some combination of direct response television, traditional television advertising, and a full complement of digital marketing, including social media and online marketing, among others. In the case of those products sold through our home shopping segment, that medium serves as its own marketing channel.

**Supply and distribution**

Ronco Holdings typically works with third party suppliers and manufacturers on a per order, or per item basis. This arrangement will remain the same following the Anticipated RHI Assignment on April 1, 2017. In the event that a manufacturer is unable to meet supply or manufacturing requirements at some time in the future, we may suffer short-term interruptions of delivery of certain products while we establish an alternative source. In most cases, alternative sources are readily available and we have established working relationships with several third-party distributors, suppliers and manufacturers. Ronco Holdings also relies on third-party carriers and freight forwarders for product shipments, including shipments to and from our distribution facilities and customer distribution facilities.

**Industry**

The retail kitchen appliance, kitchen accessory, and home products, live shopping small kitchen appliance, kitchen accessory, and home products, and direct response industries in the U.S. are large, and each continues to grow. In addition to potentially benefiting from that market growth, we believe the Company's existing products offer compelling value propositions, and we believe the market will continue to be available for new product innovations that either meet an unmet consumer need or provide a more compelling value proposition than those competing products already in the market.

**Competition**

The retail small kitchen appliance and home products industry is very large, and made up of many very large and profitable companies, many of whose products compete directly or indirectly with those of the Company following the Anticipated RHI Assignment on April 1, 2017 and with those the Company will introduce in the future. Many of those competitors are larger and have greater financial resources than we do, and may be able to devote greater resources for the development and promotion of their products than we can. We believe the principal competitive factors in this area to be product quality, product price and product exposure.

The live shopping small kitchen appliance and home products industry is large, and made up of many other large and profitable companies, many of whose products compete directly or indirectly with those of the Company following the Anticipated RHI Assignment on April 1, 2017 to be granted television air time on the various home shopping channels, both domestically and abroad. Many of those competitors are larger and have greater financial resources than we do, and may be able to devote greater resources for the development of their products than we can. We believe the principal competitive factors in this area to be product innovation, product quality, and product price.

The direct response marketing industry is a large, fragmented and competitive industry. The United States direct response marketing industry has a diverse set of channels, including direct mail, telemarketing, television, radio, newspaper, magazines and others. The list of market leaders fluctuates constantly, and many groups with no previous experience in direct response enter and leave the business constantly. We believe the principal competitive factors in direct response marketing include brand recognition and authenticity, product innovation, product quality and product price.

**Intellectual property**

Following the Anticipated RHI Assignment on April 1, 2017, our success will depend to some degree on the goodwill associated with our trademarks and other proprietary intellectual property rights. We attempt to protect our intellectual property and proprietary rights through a combination of trademark, copyright and patent law, trade secret protection and confidentiality agreements with our employees and marketing and advertising partners. We pursue the registration of our domain names, trademarks and service marks and patents in the United States and abroad.

Among others, Ronco Holdings has received U.S. trademark registration with the United States Patent and Trademark Office (the USPTO) for U.S. trademarks for Ronco®, But Wait There's More®, Veg-O-Matic®, Slice-O-Matic®, Chop-O-Matic®, EZ Store®, Pocketfisherman®, and have received or licensed U.S. and international patents on those of our internally-developed products where we deem such protection important.

A substantial amount of uncertainty exists concerning the application of the intellectual property laws to the Internet and there can be no assurance that existing laws provide adequate protection of proprietary intellectual property. The steps we take to protect our proprietary rights may not be adequate and third parties may infringe or misappropriate copyrights, trademarks, service marks and similar proprietary rights.

In addition to www.ronco.com, we own multiple domain names that we may or may not operate in the future. However, as with phone numbers, we do not have and cannot acquire any property rights in an Internet address. The regulation of domain names in the United States and in other countries is also subject to change. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars or modify the requirements for holding domain names. As a result, we might not be able to maintain our domain names or obtain comparable domain names, which could harm our business.

**Government regulation**

Following the Anticipated RHI Assignment on April 1, 2017, the Company will be subject to numerous federal, state and foreign health, safety and environmental regulations. The Company's management believes the impact of expenditures to comply with such laws will not have a material adverse effect on the Company.

As a marketer and distributor of consumer products, the Company is subject to the Consumer Products Safety Act and the Federal Hazardous Substances Act, which empower the U.S. Consumer Product Safety Commission (“CPSC”) to seek to exclude products that are found to be unsafe or hazardous from the market. Under certain circumstances, the CPSC could require the Company to repair, replace or refund the purchase price of one or more of the Company’s products, or the Company may voluntarily do so.

Throughout the world, electrical appliances are subject to various mandatory and voluntary standards, including requirements in some jurisdictions that products be listed by Underwriters’ Laboratories, Inc. (“UL”) or other similar recognized laboratories. The Company often uses third parties for certification and testing of compliance with UL standards, as well as other nation- and industry-specific standards. The Company endeavors to have its products designed to meet the certification requirements of, and to be certified in, each of the jurisdictions in which they are sold.

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 Section 1502 (the "Dodd-Frank Act") requires public companies to disclose whether certain minerals, commonly known as "conflict minerals," are necessary to the functionality or production of a product manufactured by those companies and if those minerals originated in the Democratic Republic of the Congo ("DRC") or an adjoining country. The ongoing implementation of these disclosure requirements by the Company could adversely affect the sourcing, availability, and pricing of minerals used in the manufacture of certain components that may from time to time be used in the Company's products. In addition, the supply-chain due diligence investigation required by the conflict minerals rules requires expenditures of resources and management attention, regardless of the results of the investigation.

With respect to the Company’s online retail sales and direct response segment, there are an increasing number of laws and regulations being promulgated by the United States government, governments of individual states and governments overseas that pertain to the Internet and doing business online. In addition, a number of legislative and regulatory proposals are under consideration by federal, state, local and foreign governments and agencies. Laws or regulations have been or may be adopted with respect to the Internet relating to:

- liability for information retrieved from or transmitted over the Internet;
- online content regulation;
- commercial e-mail;
- visitor privacy; and
- taxation and quality of products and services.

Moreover, the applicability to the Internet of existing laws governing issues such as:

- intellectual property ownership and infringement;
- consumer protection;
- obscenity;
- defamation;
- employment and labor;
- the protection of minors;
- health information; and
- personal privacy and the use of personally identifiable information.

The Federal Trade Commission (“FTC”) has adopted regulations and guidelines regarding the collection and use of personally identifiable consumer information obtained from individuals when accessing websites, with particular emphasis on access by minors. Such regulations include requirements that companies establish certain procedures to, among other things:

- give adequate notice to consumers regarding the type of information collected and disclosure practices;
- provide consumers with the ability to have personally identifiable information deleted from a company’s database;
- provide consumers with access to their personal information and with the ability to rectify inaccurate information;
- notify consumers of changes to policy and procedure for the use of personally identifiable information;
- clearly identify affiliations with third parties that may collect information or sponsor activities on a company’s website; and
- obtain express parental consent prior to collecting and using personal identifying information obtained from children under 13 years of age.

These regulations also include enforcement and redress provisions. We have implemented programs designed to enhance the protection of the privacy of our visitors and comply with these regulations. However, the FTC’s regulatory and enforcement efforts may adversely affect our ability to collect personal information from visitors and customers and therefore limit our marketing efforts.

Due to the global nature of the Internet, it is possible that, although transmissions by our Company over the Internet originate primarily in the United States, the governments of other foreign countries might attempt to regulate our transmissions or prosecute us for violations of their laws. In the future, these laws may be modified or new laws may be enacted. We may unintentionally violate these laws to the extent that our transmissions are sent to or made available in these jurisdictions. Like domestic regulations that may apply to our activities, even if compliance is possible, the cost of compliance may be burdensome. Any of these developments could cause our business to suffer. In addition, as our services are available over the Internet in multiple states and foreign countries, these jurisdictions may claim that we are required to qualify to do business as a foreign corporation in each state or foreign country. The failure by us to qualify as a foreign corporation in a jurisdiction where we are required to do so could subject us to taxes and penalties and could result in our inability to enforce contracts in such jurisdictions.

This area is uncertain and developing. Any new legislation or regulation or the application or interpretation of existing laws may have an adverse effect on our business. Even if our activities are not restricted by any new legislation, the cost of compliance may become burdensome, especially as different jurisdictions adopt different approaches to regulation.

**RECENT DEVELOPMENTS**

**Stock Issuances upon Incorporation of Ronco Brands**

Upon the formation of Ronco Brands on February 16, 2017, Ronco Brands issued:

(1) 3,500,000 shares of common stock to Moore Family Investors/RBI LLC (“Moore Family LLC”) at a purchase price of $0.0001 per share (for an aggregate of $350);

(2) 1,133,000 shares of common stock to Fredrick Schulman at a purchase price of $0.0001 per share (for an aggregate of $113);

(3) 617,000 shares of common stock to RNC Investors at a purchase price of $0.0001 per share (for an aggregate of $62);

(4) 3,500,000 shares of Series A Super Voting Preferred Stock to William Moore at a purchase price of $0.0001 per share (for an aggregate of $350); and

(5) 6,950,000 shares of Series B Preferred Stock to RNC Investors at a purchase price of $0.0001 per share (for an aggregate of $695).

Moore Family LLC’s members are William Moore's adult children, Jeffrey K. Moore (50%) and Matthew R. Moore (50%), and Moore Family LLC’s manager is Jeffrey K. Moore. Jeffrey and Matthew Moore do not reside in the same household as William Moore and therefore William Moore disclaims beneficial ownership of Jeffrey and Matthew Moore's percentage interest of Moore Family LLC in Ronco Brands.

The foregoing securities were issued by the Company pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**Settlement of MIG7 Debt in Exchange for Ronco Holdings and Laurus Note**

On December 26, 2016, RNC Investors acquired from MIG7 Infusion, LLC (“MIG7”):

(1) debt in the total approximate amount of $16,700,000 owed by ASTV (the predecessor parent company of Ronco Holdings), Infusion Brands, Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC and Ronco Funding, LLC (“Credit Parties”) to MIG7 evidenced by that certain Second Amended and Restated Promissory Note, dated as of April 3, 2014 (the “MIG7 Note”) of the Credit Parties to MIG7 and that certain Senior Note Purchase Agreement, dated as of April 3, 2014 (as the same has been amended to date, the “Purchase Agreement”) between the Credit Parties and MIG7; and

(2) all other ownership, securities or claims of any type or origin which exist or may exist in the future between MIG7 and the Credit Parties and their respective officers, directors, members, affiliates, investors or beneficiaries (the “MIG7 Claims”)

On January 13, 2017, RNC Investors notified the Credit Parties in a demand letter that an Event of Default (as defined in the Purchase Agreement) had occurred under the MIG7 Note, and that the total amount due and payable by the Credit Parties to RNC Investors under the MIG7 Note was $16,708,264 (“MIG7 Debt”) as of December 31, 2016.

As of February 17, 2017, RNC Investors entered into that certain Settlement and General Release Agreement ("Settlement Agreement"), with Credit Parties as well as Ronco Brands, pursuant to which, the following transactions shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date"):

(1) RNC Investors will settle and release the MIG7 Debt due from the Credit Parties and the related MIG7 Claims;

(2) ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares");

(3) Credit Parties (i) will assign to RNC Investors the secured debt of Ronco Holdings in the amount of $12,323,072 (as of December 31, 2016, the "Laurus Debt") owed by Ronco Holdings to Credit Parties under that certain Amended and Restated Secured Promissory Note, dated September 30, 2011, between Ronco Holdings, as borrower, and LV Administrative Services, as prior lender, collateral assignee and endorsee of Ronco Acquisition, LLC ("Laurus Note") (See *1.5% Secured Promissory Note* within Note 10 of audited financial statements for Ronco Holdings ("RHI Audited Financial Statements") for further information), which note and related indebtedness was acquired by the Credit Parties and (ii) will amend the maturity date of the Laurus Note to be June 30, 2018, as both evidenced by that certain Amendment, Assignment and Assumption Agreement, dated as of February 17, 2017, between the Credit Parties and RNC Investors ("Amendment, Assignment and Assumption Agreement");

(4) the termination of that certain Loan and Security Agreement, dated April 11, 2014 ("RHI-Infusion Loan Agreement") (See *18% Loan and Security Agreement* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and Infusion Brands, as lender, with an outstanding amount of $651,237, pursuant to that certain Termination of Loan and Security Agreement, dated as of February 17, 2017, between Ronco Holdings and Infusion Brands ("RHI-Infusion Loan Termination Agreement");

(5) the termination of that certain Promissory Note, dated May 5, 2014 ("RHI-ASTV Note") (See *14% Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and ASTV, as lender, which was in the original principal amount of $200,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and ASTV ("RHI-ASTV Note Termination Agreement");

(6) the termination of that certain Amended and Restated Contingent Promissory Note, dated December 5, 2013 ("RHI-RFL Note") (See *Contingent Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and RFL Enterprises, LLC ("RFL Enterprises"), as lender, which was in the original principal amount of $3,770,000 and was outstanding in the amount of $3,770,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and RFL Enterprises ("RHI-RFL Note Termination Agreement");

(7) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(8) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement (regarding items (1) through (8) immediately above) shall immediately be terminated and shall each be of no further force or effect.

In addition, pursuant to the terms of the Settlement Agreement, Ronco Brands will offer, during a period of 45 days following the first business day following February 17, 2017, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share (the "Warrant and Share Exchange").

Immediately following the Anticipated RHI Assignment on April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares pursuant to that certain Stock Redemption Agreement, dated as of February 17, 2017, between Ronco Brands and Ronco Holdings.

**Loans**

From November 5, 2012 through August 15, 2013, Angelo Balbo Management, LLC, an accredited investor, loaned an aggregate of $1,100,000 to Ronco Holdings (See *Current notes payable – third party* section of Note 10 to the RHI Audited Financial Statements for further discussion on the history of this loan). Such loans and accrued interest amounted to $1,663,236 as of December 31, 2016, which was (i) memorialized by that certain Amendment and Restatement of Promissory Note, dated as of February 17, 2017, between Ronco Holdings and Mr. Schulman as agent for Angelo Balbo Management, LLC and (ii) evidenced as the principal amount outstanding in that certain Amended and Restated Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC ("Balbo Promissory Note"), replacing that certain Promissory Note, dated June 30, 2013, in the principal amount of $1,100,000, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC. The Balbo Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

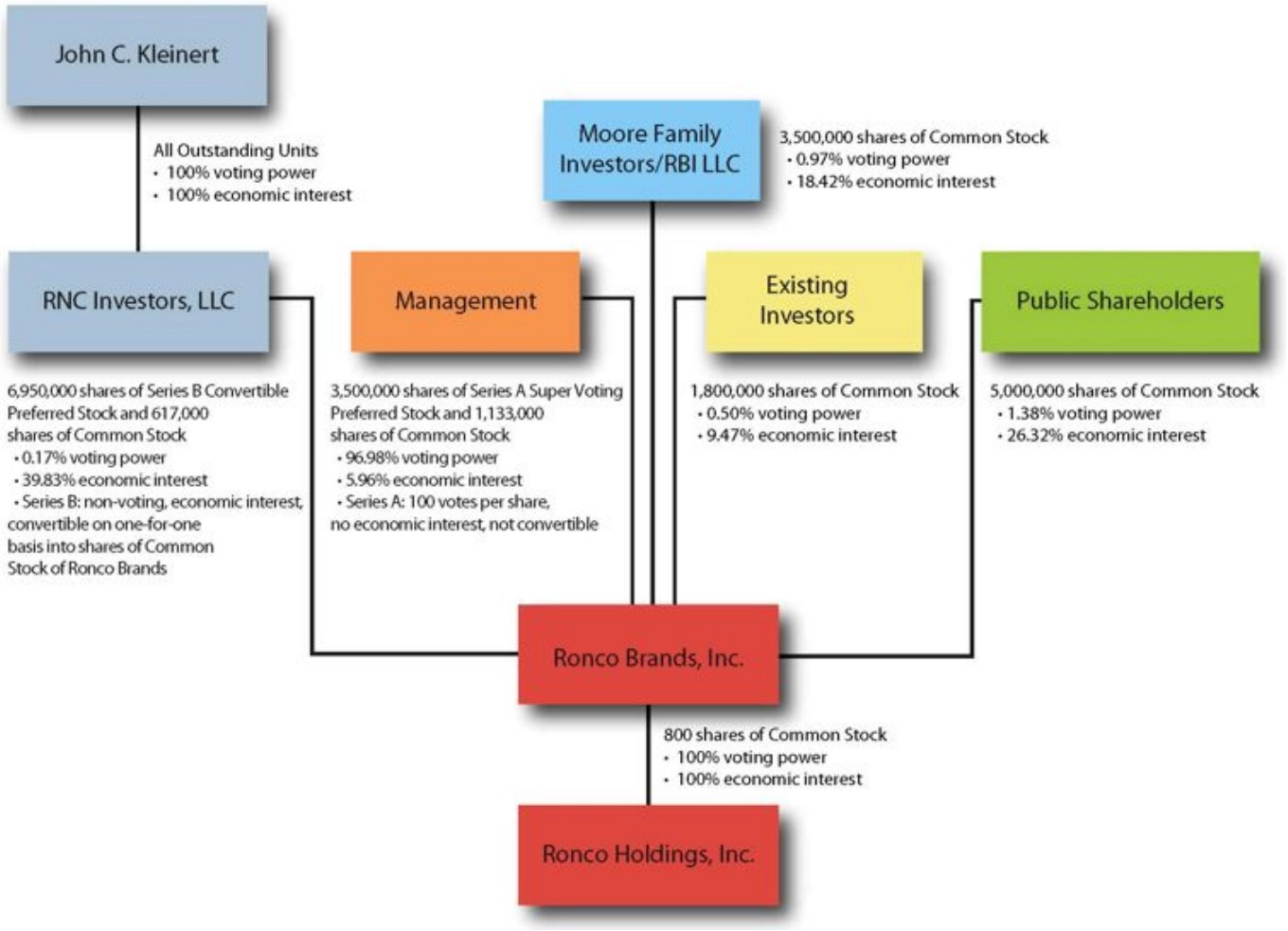
From July 2, 2015 through October 7, 2016, John C. Kleinert and his IRA (namely Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) loaned an aggregate of $2,447,102 to Ronco Holdings, of which $1,795,000 in loans remain outstanding as of December 31, 2016 (See *18% - 24% On Demand Promissory Notes* within Note 10 to the RHI Audited Financial Statements for further discussion on the history of some of these loans). All interest on such loans had been paid as of December 31, 2016. $1,495,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and John C. Kleinert and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to John C. Kleinert, with a principal amount of $1,495,000 which accrues interest at the rate of 20.16% per year ("Kleinert Note"). $300,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016, with a principal amount of $300,000 which accrues interest at the rate of 24% per year ("Kleinert IRA Note"; together with "Kleinert Note", referred to as the "Kleinert Promissory Notes"). The Kleinert Promissory Notes each mature on June 30, 2018.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, as (i) memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and RNC Investors and (ii) evidenced by that Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018. The outstanding principal amount and accrued interest on the RNC Promissory Note amounted to $1,505,902 as of December 31, 2016.

The foregoing promissory notes were issued pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**Corporate Structure**

The diagram below depicts our organizational structure after this offering:




This diagram assumes that an aggregate of 1,800,000 shares of Common Stock have been issued by Ronco Brands to holders of ASTV Warrants who elect to exchange their ASTV Warrants under the Settlement Agreement.

William Moore, our chief executive officer, will control approximately 96.67% of the voting power of our outstanding capital stock through our Series A Super Voting Preferred Stock after this offering is completed if all the Common Stock being offered are sold. As a result of his voting power, he will be able to control any action requiring the general approval of our stockholders, including the election of our board of directors, the adoption of amendments to our certificate of incorporation and bylaws and the approval of any merger or sale of substantially all of our assets. If we obtain listing on either the NYSE MKT or NASDAQ Capital Market, we will be a "controlled company" within the meaning of the corporate governance rules of the NYSE MKT or NASDAQ Capital Market. See "Organizational Structure" and "Management—Controlled Company."

**Employees**

We employed 22 full-time employees of which 4 are senior management. We believe that we maintain a satisfactory working relationship with our employees and have not experienced any labor disputes.

**Legal Proceedings**

From time to time, we are involved in various claims and legal actions arising in the ordinary course of business. There are no legal proceedings currently pending against us which we believe would have a material effect on our business, financial position or results of operations and, to the best of our knowledge, there are no such legal proceedings contemplated or threatened.

**Property**

Our corporate offices and inventory warehouse are located in Austin, TX. This location is approximately 25,000 square feet. Terms of the lease provide for a base rent payment and a share of the buildings operating expenses such as taxes and maintenance. The lease expires on December 31, 2021.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### RONCO BRANDS

The following discussion and analysis should be read in conjunction with (i) Ronco Brands' financial statements and related notes thereto, and (ii) the section entitled "Description of Business," included in this Offering Circular. The discussion contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in those forward-looking statements as a result of many factors, including, but not limited to, those set forth under "Risk Factors" and elsewhere in this Offering Circular. As used in this section "Management's Discussion and Analysis of Financial Condition and Results of Operations – Ronco Brands", unless otherwise indicated or the context requires, the terms "Ronco Brands," the "Company," "we," "our," "ours" or "us" and other similar terms mean Ronco Brands, Inc.

#### Overview

Ronco Brands, Inc. was incorporated in Delaware on February 16, 2017. Ronco Brands was formed by RNC Investors, LLC ("RNC Investors"), William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC (collectively, "Founders") to become the holding company of Ronco Holdings, Inc., a Delaware corporation ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Following the Anticipated RHI Assignment on April 1, 2017, the financial statements of Ronco Brands and Ronco Holdings, the sole operating and wholly owned subsidiary of Ronco Brands, will be reported on a consolidated basis. Ronco Brands, through Ronco Holdings, will own the Ronco brand and associated assets and will be engaged in the development, manufacture through third-party factories, and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco Holdings is a provider of proprietary consumer products for the kitchen and home. Ronco Hodings' product line sells throughout the year through infomercials ("direct response TV"), online sales, wholesale distributors, direct retailers, live shopping and royalty/international sales.

#### Results of Operations

For the period February 16, 2017 (inception) through February 22, 2017, Ronco Brands did not have operations. During the aforementioned period, Ronco Brands sold and issued common and preferred stock to its founders in the aggregate amount of $1,570 and incurred a state incorporation fee and bank fee of $453 and $30, respectively.

#### Liquidity and Capital Resources

At February 22, 2017, we had a cash balance of approximately $1,540, working capital of approximately $1,087 and an accumulated deficit of approximately $483.

We filed a Form 1-A registration statement for the sale of 5,000,000 shares of common stock to raise $30,000,000 to fund certain debt guarantees that become effective on April 1, 2017 and to provide working capital to Ronco Brands.

There can be no assurance that our Form 1-A registration statement will be qualified nor can there be any assurance that we will be able to sell the securities to procure the funding needed to operate Ronco Brands subsequent to the acquisition of Ronco Holdings, Inc. If our efforts to do so are unsuccessful, we will be required to reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying financial statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

##### *Public Company Expenses*

Upon completion of this offering, we expect to incur direct, incremental general and administrative expenses as a result of being a publicly traded company (if we elect to report under the Exchange Act), or private company reporting under Regulation A, if we do not elect to report under the Exchange Act, including, but not limited to, where applicable, increased scope of our operations and costs associated with hiring new personnel, implementation of compensation programs that are competitive with our public company peer group, annual and quarterly reports to shareholders, tax return preparation, independent registered public accounting firm fees, investor relations activities, registrar and transfer agent fees, incremental director and officer liability insurance costs and independent director compensation. These direct, incremental general and administrative expenses are not included in our historical results of operations.

***Commitments***

As of February 17, 2017, RNC Investors entered into that certain Settlement and General Release Agreement ("Settlement Agreement"), with Credit Parties as well as Ronco Brands, pursuant to which, the following transactions shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date"):

(1) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(2) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement shall immediately be terminated and shall each be of no further force or effect.

In addition, pursuant to the terms of the Settlement Agreement, Ronco Brands will offer, during a period of 45 days following the first business day following February 17, 2017, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share (the "Warrant and Share Exchange").

Immediately following the Anticipated RHI Assignment on April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares pursuant to that certain Stock Redemption Agreement, dated as of February 17, 2017, between Ronco Brands and Ronco Holdings.

***Off-Balance Sheet and Other Arrangements***

As of February 22, 2017, we did not have any material off-balance sheet arrangements.

**Critical Accounting Policies and Use of Estimates**

Prior to the Anticipated RHI Assignment on April 1, 2017, Ronco Brands has no critical accounting policies or use of estimates. Following the Anticipated RHI Assignment on April 1, 2017, the critical accounting policies and use of estimates discussed in the section below regarding the Ronco Holdings MD&A (as defined below) shall apply to Ronco Brands' prospective financial statements which reflect Ronco Holdings as its operating wholly-owned subsidiary.

**RONCO HOLDINGS**

The following discussion and analysis ("Ronco Holdings MD&A") should be read in conjunction with Ronco Holdings' audited financial statements and related notes thereto ("RHI Audited Financial Statements") and unaudited financial statements and related notes thereto ("RHI Unaudited Financial Statements; together with RHI Audited Financial Statements, referred to herein as "RHI Financial Statements") included in this Offering Circular. Such discussion and analysis as well as financial statements were obtained from Ronco Holdings for inclusion in this Offering Circular. The discussion contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in those forward-looking statements as a result of many factors, including, but not limited to, those set forth under "Risk Factors" and elsewhere in this Offering Circular. As used in this section "Management's Discussion and Analysis of Financial Condition and Results of Operations – Ronco Holdings", unless otherwise indicated or the context requires, the terms "Ronco Holdings," the "Company," "we," "our," "ours" or "us" and other similar terms mean Ronco Holdings, Inc.

**Overview**

Ronco Holdings, Inc. was incorporated in Delaware on January 11, 2011. Ronco Holdings is the owner of one of the pre-eminent brands in the history of direct response, Ronco®. Ronco Holdings is also the owner of Dual Tools, Infusion Collection and Doc, which are product brands Ronco Holdings acquired from Infusion Brands, Inc. Ronco Holdings shall become a wholly owned subsidiary of Ronco Brands on April 1, 2017 when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement"). Ronco Holdings is the owner of one of the pre-eminent brands in the history of direct response, Ronco®. Ronco Holdings is also the owner of Dual Tools, Infusion Collection and Doc, which are product brands Ronco Holdings acquired from Infusion Brands, Inc.

Ronco Holdings owns the Ronco brand and associated assets and is engaged in the development, manufacture through third-party factories, and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco Holdings is a provider of proprietary consumer products for the kitchen and home. Ronco Holdings' product line sells throughout the year through various sales channels. The following is a discussion on the various sales channels that Ronco Holdings sells through.

**Retail**

The Retail sales channel includes those sales efforts to and revenue from buyers who resell our products at retail, both physical ("brick and mortar") and through their online portals, catalog, and distributor. This segment includes customers such as Amazon, Walmart, Bed Bath & Beyond, Target, and Home Depot. During 2016, Ronco Holdings shifted its approach to sales and distribution to retail customers by primarily using a third party distributor who sells to retail customers rather than the Company directly selling and distributing to retail customers.

**Live Shopping**

The Live Shopping sales channel includes those sales efforts to and revenue from customers who operate "Live Shopping" networks, both domestic and international, including customers such as QVC, HSN, Evine, TSC (Canada), and HSE24 (Europe), among others.

**Direct Response**

The Direct Response sales channel includes those sales efforts in and revenue from the Direct Response market. "Direct Response" is the process of advertising directly to customers by purchasing media, whether radio, television or online, then monetizing that media cost by direct sales to such customers prompted by that media, either by telephone or online.

**Royalty**

The Royalty sales channel includes those sales efforts to and revenue from those international (and limited domestic) sales where Ronco Holdings receives its revenue as a royalty, rather than by selling product directly. Ronco Holdings' primary contracts in this area are with Oak Lawn Marketing International, Inc., which distributes Ronco Holdings' Ronco brand internationally, and its legacy DualTools® and DualSaw® brands worldwide.

**RESULTS OF OPERATIONS**

***Year Ended December 31, 2015 Compared to Year Ended December 31, 2014***

The following discussion of results of operations refers to the year ended December 31, 2015 compared to the year ended December 31, 2014.

**Results of Operations**

| | 2015 | 2014 | Increase (Decrease) |
|---|---|---|---|
| Revenues | $ 9,020,761 | $ 6,618,222 | $ 2,402,539 |
| Cost of revenues | 6,219,514 | 5,165,884 | 1,053,630 |
| Gross profit | 2,801,247 | 1,452,338 | 1,348,909 |
| Gross profit % | 31.05% | 21.94% | 9.11% |
| | | | |
| Operating expenses: | | | |
| Selling and marketing expenses | 1,467,241 | 3,204,485 | (1,737,244) |
| General and administrative expenses | 3,733,897 | 3,395,111 | 338,786 |
| Impairment of goodwill | – | 983,304 | (983,304) |
| Impairment of other intangible assets | – | 1,631,223 | (1,631,223) |
| Loss on related party receivable | – | 488,453 | (488,453) |
| Loss from operations | (2,399,891) | (8,250,238) | (5,850,347) |
| | | | |
| Other (income) expenses: | | | |
| Interest expense | 2,157,014 | 1,579,829 | 577,185 |
| Other income | (7,399) | – | 7,399 |
| Total other (income) expense | 2,149,615 | 1,579,829 | 569,786 |
| | | | |
| Loss before provision for income taxes | (4,549,506) | (9,830,067) | (5,280,561) |
| | | | |
| Income tax provision | – | – | – |
| | | | |
| Net loss | $ (4,549,506) | $ (9,830,067) | $ (5,280,561) |

***Revenues***

The Company mainly generates revenue by selling products via multiple sales channels. The Company's overall revenue increased approximately $2,403,000 during 2015. Retail, Live Shopping, and Royalty sales channel revenues increased approximately $1,157,000, $2,138,000, and $94,000, respectively, while the Direct Response sales channel decreased approximately $986,000 during 2015.

Retail sales channel revenue is (1) to buyers who resell our products at retail via both physical locations and through their online websites and (2) to distributors who resell to the aforementioned buyers. The increase in Retail sales for the year ended December 31, 2015 was attributable to growth of online retail customers. Online retail has increasingly gained popularity over the past few years and is expected to continue to gain popularity and market share from traditional brick and mortar retailers.

Live Shopping sales channel revenue is from product sales to customers who operate "Live Shopping" channels. The increase in revenue for the year ended December 31, 2015 was a result of several factors: (1) Ronco received from HSN a "Today's Special" that featured the Ronco Ready® Grill, and (2) Ronco was successful selling to its customers additional product brands both internally sourced and via the brands it acquired from Infusion Brands, Inc. Dual Tools®, Infusion Collection® and Doc® are such product brands acquired from Infusion Brands, Inc. See Note 8 to the RHI Audited Financial Statements for discussion on Ronco's relationship with Infusion Brands, Inc.

Direct Response sales channel revenue is from the sale of product utilizing television media and online sales strategies to prompt customers to purchase product by telephone or via the Company's www.ronco.com or other Company landing page URLs to which customers are directed. Revenues decreased approximately $986,000 due to an approximate $1,599,000 reduction in media purchasing. The Company tested a variety of direct response media campaigns during 2014 which ended up unprofitable due to significant selling and marketing expenses. During 2015, the Company mainly generated direct response revenue from its URL while it worked to reduce product cost and various selling and marketing costs for its main television direct response campaign that sold Ronco® Six Star+® cutlery. The Company re-launched its cutlery television media campaign in late 2016 on a test basis. The Company is currently assessing its profitability in order to make a determination on whether to continue and increase the volume of media purchasing.

Royalty sales channel revenue is royalty-based revenue rather than based on the Company's direct sales efforts. In early 2015, Oak Lawn Marketing International, Inc., a third-party international distributor, entered into a royalty agreement with the Company to sell its Ronco and Dual Tools® brands internationally. Once the distributor sells product, the Company earns a royalty.

***Cost of revenues***

Cost of revenues consists of product cost, inventory transportation and storage costs, depreciation, warehouse labor and estimated warranty allowance. The approximate $1,054,000 increase in cost of revenues is directly related to the increase in revenues. Included within cost of revenues is a provision for inventory obsolescence of approximately $152,000 and $195,000 for the years ended December 31, 2015 and 2014, respectively.

***Gross profit***

Gross profit dollars increased as a result of increased sales. The Company's gross profit percentage increased approximately 9% primarily as a result of less inventory storage fees incurred during the year ended December 31, 2015. In 2014, the Company incurred substantial inventory storage fees with respect to inventory that was being held by the Company's freight forwarder. Such fees decreased approximately $736,000 from 2014.

***Operating expenses***

Operating expenses consist of selling and marketing, general and administrative, impairment and other losses. Total operating expenses decreased approximately $4,501,000 for the year ended December 31, 2015. During the year ended December 31, 2014, the Company recognized impairment losses on its goodwill and other intangible assets of approximately $2,614,000 and a loss on a related-party receivable of approximately $488,000. These losses contributed to approximately $3,102,000 of the decrease as no such losses were recognized during the year ended December 31, 2015. The remaining decrease was attributable to reduced selling and marketing expenses, specifically a reduction in advertising media of $1,599,000.

The increase in general and administrative expenses was predominately due to the recognition of an approximate $579,000 licensing fee expense with respect to the licensing of Chip-tastic® intellectual property offset by an aggregate decrease of approximately $122,000 in legal, accounting, and product development expenses. See Note 7 to the RHI Audited Financial Statements for further discussion on the recognition of the licensing fee and related liability.

***Loss from operations***

The Company's loss from operations decreased from approximately $8,250,000 to approximately $2,400,000 for the year ended December 31, 2015, a decrease of $5,850,000 for the year ended December 31, 2015. This decrease is a result of the improved gross profit margins and operating expense reductions.

***Net other (income) expense***

The Company had net other expense of approximately $2,150,000 for the year ended December 31, 2015 as compared to net other expense of approximately $1,580,000 for the year ended December 31, 2014. The increase of approximately $570,000 is due to increased interest expense incurred on the Company's notes payable and revolving loans. The revolving loans had an outstanding balance during the entire year ended December 31, 2015 as compared to 2014, which accounted for approximately $376,000 of the increase. The remaining increase is due to increased amortization of the discount associated with the Company's contingent promissory note and interest expense associated with the approximate $987,000 of on demand promissory notes issued during the year ended December 31, 2015. For further information on the various revolving loans and promissory notes used to finance working capital, see notes 9 and 10, respectively.

***Net loss***

Net loss decreased from approximately $9,830,000 to approximately $4,550,000 for the year ended December 31, 2015, a decrease of $5,281,000 for the year ended December 31, 2015. This decrease is a result of the improved gross profit and operating expense reductions.

**Liquidity and capital resources**

At December 31, 2015, we had a cash balance of approximately $392,000, a working capital deficit of approximately $18,568,000 and an accumulated deficit of approximately $29,523,000. We have experienced losses from operations since our inception and defaulted on our debt, and we have relied on a series of private placements of unsecured promissory notes, revolving loans, and purchase order financing to fund operations. The Company cannot predict how long it will continue to incur losses or whether it will ever become profitable.

We have undertaken, and will continue to implement, various measures to address our financial condition, including:

- Significantly curtailing costs and consolidating operations, where feasible.
- Seeking debt, equity and other forms of financing, including funding through strategic partnerships.
- Reducing operations to conserve cash.
- Deferring certain marketing activities.
- Investigating and pursuing transactions with third parties, including strategic transactions and relationships.

There can be no assurance that we will be able to secure the additional funding we need. If our efforts to do so are unsuccessful, we will be required to further reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying RHI Audited Financial Statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

The following table summarizes our cash flows for the year ended December 31, 2015 and 2014.

| | 2015 | 2014 |
|---|---|---|
| Net cash used in operating activities | $ (2,446,468) | $ (3,415,203) |
| Net cash used in investing activities | (5,589) | (261,259) |
| Net cash provided by financing activities | 2,341,570 | 3,976,694 |
| Net (decrease) increase in cash | $ (110,487) | $ 300,232 |

The approximate $969,000 decrease in net cash used in operations is mainly due to the decrease in the Company's net loss due to lower selling and marketing, general and administrative, and goodwill and intangible asset impairment losses as well as an increase in accounts payable and a decrease in inventory.

The approximate $256,000 decrease in net cash used in investing activities is attributable to reduced purchases of manufacturing equipment and relating tooling.

The approximate $1,635,000 decrease in cash provided by financing activities is attributable to reduced capital contributions from related-parties and less net borrowings on the Company's revolving loan.

**Commitments**

*Leases*

A summary of future minimum rental payments required under the Company's operating leases[(1)] that have initial or remaining non-cancelable lease terms in excess of one year from December 31, 2015 are as follows:

| | |
|---|---|
| 2016 | $ 341,618 |
| 2017 | 148,800 |
| 2018 | 153,264 |
| 2019 | 157,860 |
| 2020 | 162,598 |
| Thereafter | 167,476 |
| Total | $ 1,131,616 |

(1) On July 20, 2016, the Company amended its office and warehouse lease agreement. The above summary includes cash flows associated with the amendment. See Note 12 to the RHI Audited Financial Statements.

*Notes Payable*

The following is a consolidated schedule of the future payments subsequent to December 31, 2015 required under notes payable.

| | |
|---|---|
| 2016 | $ 11,156,237 |
| 2017 | 3,770,000 |
| Total | $ 14,926,237 |

See Note 10 to the RHI Audited Financial Statements for further detail on notes payables as of December 31, 2015.

*Licensing Fee Obligation*

The Company has a guaranteed licensing fee obligation in the amount of $950,000 due on March 31, 2017. See Note 7 to the RHI Audited Financial Statements for further detail regarding the licensing fee obligation.

***Six Months Ended June 30, 2016 Compared to Six Months Ended June 30, 2015***

The following discussion of results of operations refers to the six months ended June 30, 2016 compared to the six months ended June 30, 2015.

**Results of Operations**

| | 2016 | 2015 | Increase (Decrease) |
|---|---|---|---|
| Revenues | $ 3,562,503 | $ 3,407,010 | $ 155,493 |
| Cost of revenues | 2,556,509 | 2,253,185 | 303,324 |
| Gross profit | 1,005,994 | 1,153,825 | (147,831) |
| Gross profit % | 28.24% | 33.87% | -5.63% |
| | | | |
| Operating expenses: | | | |
| Selling and marketing expenses | 571,866 | 836,534 | (264,668) |
| General and administrative expenses | 1,960,218 | 2,096,322 | (136,104) |
| Loss from operations | (1,526,090) | (1,779,031) | (252,941) |
| | | | |
| Other (income) expenses: | | | |
| Interest expense | 1,163,954 | 1,054,011 | 109,943 |
| Other income | (434) | – | 434 |
| Total other (income) expense | 1,163,520 | 1,054,011 | 109,509 |
| | | | |
| Loss before provision for income taxes | (2,689,610) | (2,833,042) | (143,432) |
| | | | |
| Income tax provision | – | – | – |
| | | | |
| Net loss | $ (2,689,610) | $ (2,833,042) | $ (143,432) |

***Revenues***

The Company generates revenue by selling products via multiple sales channels. The Company's overall revenue increased approximately $155,000. The Retail and Live Shopping sales channel revenue increased approximately $334,000 and $89,000, respectively, while the Direct Response and Royalty sales channel revenue decreased approximately $211,000 and $57,000, respectively.

Retail sales channel revenue is from the sale of products (1) to buyers who resell our products at retail via both physical locations and through their online websites, and (2) to distributors who resell to the aforementioned buyers. The increase in Retail sales for the year ended June 30, 2016 was attributable primarily to growth of online retail customers. Online retail has increasingly gained popularity over the past few years and is expected to continue to gain popularity and market share from traditional brick and mortar retailers.

Live Shopping sales channel revenue represents product sales to customers who operate "Live Shopping" channels. Revenues for the six months ended June 30, 2016 increased approximately $89,000. During the six months ended June 30, 2015, the Company received from HSN a "Today's Special" that featured the Ronco Ready® Grill which contributed to the majority of 2015 revenue. During the six months ended June 30, 2016, the Company was presented with a promotional opportunity at QVC which accounted for $606,000 of new customer revenue. The Company was also able to grow revenue through greater product offerings at its existing customers.

Direct Response sales channel represents revenue from the sale of product through the direct response. The Company utilizes television media and online sales strategies to prompt customers to purchase product by telephone or via the Company's www.ronco.com or other Company landing page URLs to which customers are directed.

Direct Response revenue decreased approximately $211,000 due to an approximate $40,000 reduction in media purchasing. During 2016, the Company generated direct response revenue from its URL while it worked to reduce product cost and various selling and marketing costs for its television direct response campaign that sold Ronco® Six Star+® cutlery during 2015. This cutlery campaign was operating at a loss during 2015. The Company re-launched its Ronco® Six Star+® cutlery campaign in late 2016 on a test basis. The Company is currently assessing the test campaign's profitability in order to make a determination on whether to continue and increase the volume of media purchasing to assist with retail sell-through of the Ronco® branded products.

Royalty channel revenue is royalty based rather than by directly selling product. In early 2015, a third-party international distributor, Oak Lawn Marketing International, Inc. ("OLM"), entered into a royalty agreement with the Company to sell its Ronco® and Dual Tools® brands internationally. Once the distributor sells product, the Company earns a royalty. At the time the royalty agreement was implemented, OLM had already been selling Dual Tools-branded products in a variety of international markets, including Japan where the products were nearing end-of-life, while Ronco-branded products had never been distributed internationally and would need time to be established with local retailers. Therefore, during 2015, revenue was almost exclusively generated from sales of Dual Tools products. However, during 2016, the Dual Tools revenues declined as expected, and Ronco products began to be tested and sold internationally by OLM, but in combination, the two product lines generated less revenue than during the same period in 2015. OLM has advised the Company that it expects the Ronco products to reach wide international market acceptance during 2017 in accordance with its standard distribution model.

The Company's effort to grow its revenue and customer base has positively impacted the Company's customer concentration risk. During the six months ended June 30, 2016, the Company had four customers that each exceeded 10% of total revenue which accounted for approximately 59% of revenue. During the six months ended June 30, 2015, the Company had one customer that exceeded 10% of total revenue which accounted for approximately 42% of total revenue.

***Cost of revenues***

Cost of revenues consists of product cost, inventory transportation and storage costs, depreciation, warehouse labor and estimated warranty allowance. The approximate $303,000 increase in cost of revenues is related to an increase in revenues.

***Gross profit***

Although revenues increased, gross profit decreased approximately $148,000 or approximately 6% during 2016. The decrease in gross profit is attributable (1) to a significant Live Shopping promotional sale and (2) to reduced margin on Direct Response revenue. During the six months ended June 30, 2016, the Company generated direct response revenue from its URL in contrast to direct response television marketing campaigns that operated during the six months ended June 30, 2015. Direct response television campaigns typically have higher gross profit due to customer being charged shipping and handling. In addition, most of the costs associated with a sale are selling and marketing related, such as inbound call centers and customer support centers, and are classified as such.

***Operating expenses***

Operating expenses consist of selling and marketing and general and administrative expenses. Total operating expenses decreased approximately $401,000. Of the total operating expense decrease, selling and marketing and general and administrative expenses made up approximately $265,000 and $136,000, respectively, of the total decrease. The Company's focus on cost reductions led to the decrease.

***Loss from operations***

The Company's loss from operations decreased from approximately $1,779,000 to approximately $1,526,000 for the six months ended June 30, 2016, a decrease of $253,000. This decrease is a result of operating expense reductions.

***Net other (income) expense***

The Company had net other expense of approximately $1,164,000 for the six months ended June 30, 2016 as compared to approximately $1,054,000 for 2015. The increase of approximately $110,000 is due to increased interest expense incurred on the Company's notes payable. See Note 9 to the RHI Unaudited Financial Statements for further information on the various promissory notes used to finance working capital.

***Net loss***

Net loss decreased from approximately $2,833,000 to approximately $2,690,000 for the six months ended June 30, 2016, a decrease of $143,000. This decrease is a result of reduced operating expenses.

**Liquidity and capital resources**

At June 30, 2016, we had a cash balance of approximately $177,000, a working capital deficit of approximately $21,016,000 and an accumulated deficit of approximately $32,213,000. We have experienced losses from operations since our inception and defaulted on our debt, and we have relied on a series of private placements of unsecured promissory notes, revolving loans, and purchase order financing to fund operations. The Company cannot predict how long it will continue to incur losses or whether it will ever become profitable.

We have undertaken, and will continue to implement, various measures to address our financial condition, including:

- Significantly curtailing costs and consolidating operations, where feasible.
- Seeking debt, equity and other forms of financing, including funding through strategic partnerships.
- Reducing operations to conserve cash.
- Deferring certain marketing activities.
- Investigating and pursuing transactions with third parties, including strategic transactions and relationships.

There can be no assurance that we will be able to secure the additional funding we need. If our efforts to do so are unsuccessful, we will be required to further reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying RHI Unaudited Financial Statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

The following table summarizes our cash flows for the six months ended June 30, 2016 and 2015.

| | 2016 | 2015 |
|---|---|---|
| Net cash used in operating activities | $ (207,184) | $ (246,270) |
| Net cash used in investing activities | (164,586) | (4,361) |
| Net cash provided by (used in) financing activities | 156,346 | (232,757) |
| Net decrease in cash | $ (215,424) | $ (483,388) |

The approximate $39,000 decrease in net cash used in operations is primarily attributable to the decrease in the Company's net loss, net of the change in the Company's accounts receivable, inventory and accrued expenses and other current liabilities balances.

The approximate $160,000 increase in net cash used in investing activities is attributable to increased purchases of manufacturing equipment and relating tooling.

The approximate $389,000 decrease in net cash provided by financing activities is attributable to reduced capital contributions from related-parties and less net borrowings on the Company's revolving loan.

**Commitments**

*Leases*

A summary of future minimum rental payments required under the Company's operating leases[(1)] that non-cancelable lease terms in excess of one year from June 30, 2016 are as follows:

| | |
|---|---|
| 2016 Remaining | $ 172,699 |
| 2017 | 148,800 |
| 2018 | 153,264 |
| 2019 | 157,860 |
| 2020 | 162,598 |
| Thereafter | 167,476 |
| Total | $ 962,697 |

(1) On July 20, 2016, the Company amended its office and warehouse lease agreement. The above summary includes cash flows associated with the amendment. See Note 11 to the RHI Unaudited Financial Statements.

*Notes Payable*

The following is a consolidated schedule of the future payments subsequent to June 30, 2016, based upon a period end of June 30, required under notes payable.

| | |
|---|---|
| 2016 Remaining | $ 11,856,237 |
| 2017 | 3,770,000 |
| Total | $ 15,626,237 |

See Note 9 to the RHI Unaudited Financial Statements for further detail on notes payables as of June 30, 2016.

From November 5, 2012 through August 15, 2013, Angelo Balbo Management, LLC, an accredited investor, loaned an aggregate of $1,100,000 to Ronco Holdings (See *Current notes payable – third party* section of Note 10 to the RHI Audited Financial Statements for further discussion on the history of this loan). Such loans and accrued interest amounted to $1,663,236 as of December 31, 2016, which was (i) memorialized by that certain Amendment and Restatement of Promissory Note, dated as of February 17, 2017, between Ronco Holdings and Mr. Schulman as agent for Angelo Balbo Management, LLC and (ii) evidenced as the principal amount outstanding in that certain Amended and Restated Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC ("Balbo Promissory Note"), replacing that certain Promissory Note, dated June 30, 2013, in the principal amount of $1,100,000, from Ronco Holdings to Mr. Schulman as agent for Angelo Balbo Management, LLC. The Balbo Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

From July 2, 2015 through October 7, 2016, John C. Kleinert and his IRA (namely Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) loaned an aggregate of $2,447,102 to Ronco Holdings, of which $1,795,000 in loans remain outstanding as of December 31, 2016 (See *18% - 24% On Demand Promissory Notes* within Note 10 to the RHI Audited Financial Statements for further discussion on the history of some of these loans). All interest on such loans had been paid as of December 31, 2016. $1,495,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and John C. Kleinert and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to John C. Kleinert, with a principal amount of $1,495,000 which accrues interest at the rate of 20.16% per year ("Kleinert Note"). $300,000 of the outstanding loans (i) has been memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 and (ii) was evidenced by that certain Promissory Note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016, with a principal amount of $300,000 which accrues interest at the rate of 24% per year ("Kleinert IRA Note"; together with "Kleinert Note", referred to as the "Kleinert Promissory Notes"). The Kleinert Promissory Notes each mature on June 30, 2018.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, as (i) memorialized in that certain Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and RNC Investors and (ii) evidenced by that Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018. The outstanding principal amount and accrued interest on the RNC Promissory Note amounted to $1,505,902 as of December 31, 2016.

**Settlement of MIG7 Debt in Exchange for Ronco Holdings and Laurus Note**

On December 26, 2016, RNC Investors acquired from MIG7 Infusion, LLC ("MIG7"):

(1) debt in the total approximate amount of $16,700,000 owed by ASTV (the predecessor parent company of Ronco Holdings), Infusion Brands, Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC and Ronco Funding, LLC ("Credit Parties") to MIG7 evidenced by that certain Second Amended and Restated Promissory Note, dated as of April 3, 2014 (the "MIG7 Note") of the Credit Parties to MIG7 and that certain Senior Note Purchase Agreement, dated as of April 3, 2014 (as the same has been amended to date, the "Purchase Agreement") between the Credit Parties and MIG7; and

(2) all other ownership, securities or claims of any type or origin which exist or may exist in the future between MIG7 and the Credit Parties and their respective officers, directors, members, affiliates, investors or beneficiaries (the "MIG7 Claims")

On January 13, 2017, RNC Investors notified the Credit Parties in a demand letter that an Event of Default (as defined in the Purchase Agreement) had occurred under the MIG7 Note, and that the total amount due and payable by the Credit Parties to RNC Investors under the MIG7 Note was $16,708,264 ("MIG7 Debt") as of December 31, 2016.

As of February 17, 2017, RNC Investors entered into that certain Settlement and General Release Agreement ("Settlement Agreement"), with Credit Parties as well as Ronco Brands, pursuant to which, the following transactions shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date"):

(1) RNC Investors will settle and release the MIG7 Debt due from the Credit Parties and the related MIG7 Claims;

(2) ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares");

(3) Credit Parties (i) will assign to RNC Investors the secured debt of Ronco Holdings in the amount of $12,323,072 (as of December 31, 2016, the "Laurus Debt") owed by Ronco Holdings to Credit Parties under that certain Amended and Restated Secured Promissory Note, dated September 30, 2011, between Ronco Holdings, as borrower, and LV Administrative Services, as prior lender, collateral assignee and endorsee of Ronco Acquisition, LLC ("Laurus Note") (See *1.5% Secured Promissory Note* within Note 10 of audited financial statements for Ronco Holdings ("RHI Audited Financial Statements") for further information), which note and related indebtedness was acquired by the Credit Parties and (ii) will amend the maturity date of the Laurus Note to be June 30, 2018, as both evidenced by that certain Amendment, Assignment and Assumption Agreement, dated as of February 17, 2017, between the Credit Parties and RNC Investors ("Amendment, Assignment and Assumption Agreement");

(4) the termination of that certain Loan and Security Agreement, dated April 11, 2014 ("RHI-Infusion Loan Agreement") (See *18% Loan and Security Agreement* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and Infusion Brands, as lender, with an outstanding amount of $651,237, pursuant to that certain Termination of Loan and Security Agreement, dated as of February 17, 2017, between Ronco Holdings and Infusion Brands ("RHI-Infusion Loan Termination Agreement");

(5) the termination of that certain Promissory Note, dated May 5, 2014 ("RHI-ASTV Note") (See *14% Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and ASTV, as lender, which was in the original principal amount of $200,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and ASTV ("RHI-ASTV Note Termination Agreement");

(6) the termination of that certain Amended and Restated Contingent Promissory Note, dated December 5, 2013 ("RHI-RFL Note") (See *Contingent Promissory Note* within Note 10 to the RHI Audited Financial Statements for further information on this loan), between Ronco Holdings, as borrower, and RFL Enterprises, LLC ("RFL Enterprises"), as lender, which was in the original principal amount of $3,770,000 and was outstanding in the amount of $3,770,000, pursuant to that certain Termination of RHI Note Agreement, dated as of February 17, 2017, between Ronco Holdings and RFL Enterprises ("RHI-RFL Note Termination Agreement");

(7) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(8) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement (regarding items (1) through (8) immediately above) shall immediately be terminated and shall each be of no further force or effect.

In addition, pursuant to the terms of the Settlement Agreement, Ronco Brands will offer, during a period of 45 days following the first business day following February 17, 2017, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share (the "Warrant and Share Exchange").

Immediately following the Anticipated RHI Assignment on April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares pursuant to that certain Stock Redemption Agreement, dated as of February 17, 2017, between Ronco Brands and Ronco Holdings.

*Licensing Fee Obligation*

The Company has a guaranteed licensing fee obligation in the amount of $950,000 due on March 31, 2017. See Note 10 to the RHI Unaudited Financial Statements for further detail regarding the licensing fee obligation.

***Off-Balance Sheet and Other Arrangements***

As of June 30, 2016, we did not have any material off-balance sheet arrangements.

**Critical Accounting Policies and Use of Estimates**

Our discussion and analysis of operating results and financial condition are based upon our financial statements. The preparation of our financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures of contingent assets and liabilities. We base our estimates on past experience and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions.

Accounting policies are an integral part of our financial statements. A thorough understanding of these accounting policies is essential when reviewing our reported results of operations and our financial position. Management believes that the critical accounting policies and estimates discussed below involve the most difficult management judgments due to the sensitivity of the methods and assumptions used. Our significant accounting policies are described in Note 2 to our financial statements contained elsewhere in this Offering Circular.

***Accounting Estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reported periods. The significant estimates included in the Company's financial statements include the allowance for doubtful accounts, allowance for sales returns and discounts, intangible asset impairment loses, inventory reserves, the estimated lives and carrying value of property and equipment, intangible assets, and impairment losses. Our management believes the estimates utilized in preparing our financial statements are reasonable. Actual results could differ significantly from these estimates.

***Revenue Recognition***

We recognize revenue from product sales in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") ASC 605 — *Revenue Recognition*. Revenue from product sales is recognized when substantially all the risks and rewards of ownership have transferred to our customers, the selling price is fixed and collection is reasonably assured. Typically, these criteria are met when our customer's order is received and we receive acknowledgment of receipt by a third party shipper and collection is reasonably assured. Taxes assessed by governmental authorities on revenue producing transactions are excluded from revenue. Taxes collected are recorded as liabilities until their remittance.

The Company provides an allowance for returns and discounts based upon specific customer agreements, past experience and industry knowledge. All significant returns for the periods presented have been offset against gross sales. The Company also provides a reserve for warranties which is included as an accrued expense.

***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable consists of amounts due from the sale of our various consumer products, less an allowance for uncollectible accounts. The allowance for doubtful accounts is based on an evaluation of our outstanding accounts receivable, including the age of amounts due, the financial condition of our specific customers, knowledge of our industry and historical bad debt experience. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based upon management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

***Inventories and Advances on Inventory Purchases***

Inventories, which are substantially all finished goods, are stated at the lower of cost or market. Cost is determined using an average cost method. The Company's inventories are acquired and carried for wholesale and retail sale and, accordingly, the carrying value is susceptible to, among other things, market trends and conditions and overall customer demand. The Company uses its best estimates of all available information to establish reasonable inventory quantities. However, these conditions may cause our inventories to become obsolete and/or excessive. We review our inventory for excess or obsolete inventory and write-down obsolete or otherwise unmarketable inventory to its estimated net realizable value.

In-bound freight-related costs from our vendors are included as part of the net cost of merchandise inventories. Other costs associated with acquiring, storing and transporting merchandise inventories are expensed as incurred and included in cost of goods sold.

Advances on inventory purchases represent payments made to our product suppliers in advance of delivery to the Company and are included in prepaid expenses and other current assets. It is common industry practice to require a substantial deposit against products ordered before commencement of manufacturing, particularly with off-shore suppliers. Additional advance payments may also be required upon achievement of certain agreed upon manufacturing or shipment benchmarks.

Shipping and handling costs are included within selling and marketing expenses.

***Goodwill and Intangible Assets***

Goodwill is not amortized but is subject to periodic testing for impairment in accordance with ASC Topic 350 *Intangibles - Goodwill and Other*. The test for impairment is conducted annually or more frequently if events occur or circumstances change indicating that the fair value of the goodwill may be below its carrying amount.

The quantitative goodwill impairment test is a two-step process with step one requiring the comparison of the reporting unit's estimated fair value with the carrying amount of its net assets. If necessary, step two of the impairment test determines the amount of goodwill impairment to be recorded when the reporting unit's recorded net assets exceed its fair value. The Company estimates the fair value of the reporting unit using a market approach in combination with a discounted operating cash flow approach. Impairment is assessed by applying a fair value-based test to the Company's total recorded goodwill. The estimates and judgments that most significantly affect the fair value calculations are assumptions, consisting of level three inputs, related to revenue and operating profit growth, discount rates and exit multiples.

Intangible assets include acquired patents, trade names and trademarks. Intangible assets with finite lives are amortized using the straight-line method over the estimated economic lives of the assets in accordance with ASC Topic 350 "Intangibles - Goodwill and Other". Long-lived assets, including intangible assets with indefinite lives, are reviewed for impairment on an annual basis or sooner if events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

***Fair Value Measurements***

FASB ASC 820 — *Fair Value Measurements and Disclosures,* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC 820 requires disclosures about the fair value of all financial instruments, whether or not recognized, for financial statement purposes. Disclosures about the fair value of financial instruments are based on pertinent information available to us on December 31, 2015 and 2014, respectively. Accordingly, the estimates presented in these financial statements are not necessarily indicative of the amounts that could be realized on disposition of the financial instruments.

FASB ASC 820 specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

The three levels of the fair value hierarchy are as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 includes financial instruments that are valued using models or other valuation methodologies. These models consider various assumptions, including volatility factors, current market prices and contractual prices for the underlying financial instruments. Substantially all of these assumptions are observable in the marketplace, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace.

Level 3 — Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

The carrying amounts reported in the balance sheet for cash, accounts receivable, accounts payable and accrued expenses approximate their fair value based on the short-term maturity of these instruments. The fair value of notes payable are based on borrowing rates that are available to the Company for loans with similar terms, collateral and maturity. The estimated fair value of notes payable approximates the carrying value. Determination of fair value of related party payables and receivables is not practicable due to their related party nature.

***Accounting Standards Updates***

In May 2014, the FASB issued Accounting Standards Update ("ASU") 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The guidance in this update supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, assets within the scope of Topic 360, *Property, Plant, and Equipment*, and intangible assets within the scope of Topic 350, *Intangibles-Goodwill and Other*, are amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this Update. Under the new guidance, an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In May 2015, the FASB has issued ASU 2015-14, *Revenues from Contracts with Customers (Topic 606),* which deferred the effective date for annual and interim periods. This standard is effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company is currently evaluating the impact that this ASU will have on its financial statements.

In August 2014, the FASB issued ASU 2014-15, "Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"). ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. Specifically, ASU 2014-15 provides a definition of the term substantial doubt and requires an assessment for a period of one year after the date that the financial statements are issued (or available to be issued). It also requires certain disclosures when substantial doubt is alleviated as a result of consideration of management's plans and requires an express statement and other disclosures when substantial doubt is not alleviated. The new standard will be effective for reporting periods beginning after December 15, 2016, with early adoption permitted. Management has not early adopted this standard. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In November 2014, the FASB issued ASU 2014-17, *Business Combinations (Topic 805) – Pushdown Accounting*. The amendments in this update apply to the separate financial statements of an acquired entity and its subsidiaries that are a business or nonprofit activity (either public or nonpublic) upon the occurrence of an event in which an acquirer (an individual or an entity) obtains control of the acquired entity. The amendments are effective on November 18, 2014 and provide an acquired entity with an option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. The Company has not elected to apply pushdown accounting.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*. ASU 2015-11 applies to all inventory that is measured using first-in, first-out or average cost. The guidance requires an entity to measure inventory at the lower of cost or net realizable value. ASU 2015-11 is effective prospectively for fiscal years, and for interim periods within those years, beginning after December 15, 2016. Early application is permitted. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which provides guidance for accounting for leases. The new guidance requires companies to recognize the assets and liabilities for the rights and obligations created by leased assets. The accounting guidance for lessors will remain relatively largely unchanged. ASU 2016-02 is effective for annual and interim periods beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect the adoption of this amendment will have on the Company's financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 provides authoritative guidance related to the presentation of debt issuance costs on the balance sheet, requiring companies to present debt issuance costs as a direct deduction from the carrying value of debt. The amendments in this update are effective for public business entities in fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The new guidance must be applied retrospectively to each prior period presented. The adoption of this guidance did not have a material impact on our financial statements.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 requires that all deferred tax liabilities and tax assets be classified as non-current in a classified balance sheet, rather than separating such deferred taxes into current and non-current amounts, as is required under current guidance. ASU 2015-17 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2016 and may be applied either prospectively or retrospectively. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which provides guidance for the recognition, measurement, presentation and disclosure of financial assets and financial liabilities. ASU 2016-01 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2017 and, for most provisions, is effective using the cumulative-effect transition approach. Early application is permitted for certain provisions. The Company is currently evaluating the effect the adoption of this amendment will have on the Company's financial statements.

In August 2016, the FASB issued ASU 2016-15 *"Classification of Certain Cash Receipts and Cash Payments"*. ASU 2016-15 addresses how certain cash receipts and cash payments are presented and classified in the statement of cash flows under Topic 230, *"Statement of Cash Flows"*, and other Topics. ASU 2016-15 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. We do not expect the adoption of this guidance to have a material impact on our financial statements.

## MANAGEMENT

### Board of Directors and Executive Officers

The following table sets forth the names, positions and ages of our directors and executive officers as of the date of this Offering Circular. Each director is elected at our annual meeting of shareholders and holds office for three years, or until his successor is elected and qualified. Officers are elected by our board of directors and their terms of office are at the discretion of our board.

| Name | Age | Position/Title |
|---|---|---|
| William M. Moore | 67 | Chairman, Chief Executive Officer, President, Secretary and Director |
| Jason D. Post | 41 | Principal Financial Officer |
| Stephen Krout | 59 | Executive Vice President, Head of Sales and Marketing |
| Fredrick Schulman | 64 | Director |
| Mark Ethier | 56 | Director |

Biographical information concerning the directors and executive officers listed above is set forth below.

***William M. Moore.*** Since the formation of Ronco Brands on February 16, 2017, Mr. Moore has served as the Chairman of the Board, Chief Executive Officer, President, Secretary and a Director of Ronco Brands. Since January, 2011, Mr. Moore has also served as the President, Secretary, a Director, and more recently as Chief Executive Officer of Ronco Holdings which is the operating subsidiary of Ronco Brands. Prior to that Mr. Moore, was the President of CD3 Holdings, Inc., a consumer products company, and former owner of Ronco Holdings, Inc. from 2005 to 2014 which developed, manufactured and distributed two specialty retail brands in North America and 80 countries worldwide. Mr. Moore attended University of Texas at Austin from 1967 to 1971 where he studied engineering and finance. Mr. Moore brings knowledge and vast experience in the manufacture, distribution and sale of consumer products. His experience will help Ronco Brands in the efficient and cost effective creation and sale of its products. Mr. Moore does not hold, and has not previously held, any directorships in any reporting companies. In June 2007, Mr. Moore filed for Chapter 7 bankruptcy, which was discharged in November 2007.

***Jason D. Post***. Since the formation of Ronco Brands on February 16, 2017, Mr. Post has served as the Principal Financial Officer of Ronco Brands and its subsidiary, Ronco Holdings. From January 8, 2016 through February 16, 2017, he served as the Principal Financial Officer and Corporate Secretary of As Seen On TV, Inc. and was a non-officer employee from July 1, 2015 to January 7, 2016 responsible for financial reporting, which was a publicly traded company until September 28, 2016. From September 2014 through June 30, 2015, Mr. Post was a non-officer employee of Infusion Brands, Inc., a subsidiary of As Seen On TV, Inc. where he was responsible for accounting and financial reporting. From July 2012 to September 2014, Mr. Post owned and operated his own financial reporting consulting practice, Jason D. Post, CPA PA. From March 2008 to July 2012, Mr. Post served as Principal Accounting Officer and Corporate Secretary of The Amacore Group, Inc. and served as Chief Financial Officer of Zurvita Holdings, Inc. From January 2004 through March 2008, Mr. Post was an external auditor for Deloitte & Touche, LLP ("Deloitte"). While at Deloitte, he gained specialized knowledge and experience in the area Sarbanes Oxley compliance and developmental stage enterprises. Mr. Post received a B.S. in Accountancy from the University of South Florida and holds an active Florida CPA license and is a member of the American Institute of Certified Fraud Examiners.

***Stephen Krout.*** Since the formation of Ronco Brands on February 16, 2017, Mr. Krout has served as the Executive Vice President responsible for Sales, Marketing and Product Development for Ronco Brands. From July 1, 2015 to February 16, 2017, he was employed by As Seen on TV, Inc. to serve as Ronco Holdings' Executive Vice President responsible for Sales, Marketing and Product Development. From June 1, 2014 through June 30, 2015, he served as Senior Vice President of Infusion Brands. Inc. responsible for Sales and Product Development. From August 2006 through June 2014, Mr. Krout served as President of his own company, Clear Path Marketing where he imported and sold consumer products to a variety of International Retailers. During that time, he consulted with Infusion Brands, Inc. on product development from September 2013 through June 2014. From April 1997 to August 2006, he served as Operating Vice President at the Home Shopping Network, responsible for merchandising various product categories including Housewares, Gourmet Foods, Cleaning, Hardware and Textiles. Mr. Krout received a BS in Marketing from Florida Southern College.

***Fredrick Schulman.*** Since the formation of Ronco Brands on February 16, 2017, Mr. Schulman has served as a Director of Ronco Brands and its subsidiary, Ronco Holdings. From February 2015 through February 16, 2017, he served as a Director as well as Chairman of the Audit Committee of As Seen On TV, Inc., which was a publicly traded company until September 28, 2016. Mr. Schulman has been involved in corporate finance for over 35 years, as attorney, investment banker, merchant banker, venture capitalist, and commercial banker. He is currently (i) licensed to practice law in New York, (ii) the Chairman of Rhodium Capital Advisors, LLC, an owner/manager of apartment buildings in the New York City metropolitan area, (iii) the Chairman (and one of the founding shareholders) of NewBank, a New York-based community commercial bank with branch offices in Manhattan, Flushing (Queens), NY, Fort Lee, NJ, and Closter, NJ, (iv) a Director of East Coast Capital Holdings, Ltd., a Specialized Small Business Investment Company and Community Development Entity based in Manhattan and licensed by the U.S. Small Business Administration, and (v) the President of Targeted Capital Funding LLC, with offices in Manhattan and Wall, NJ, specializing in asset-based finance and equipment leasing. Mr. Schulman holds a Bachelor of Arts Degree from Clark University and a Juris Doctor Degree from Boston College School of Law.

***Mark Ethier.*** Since the formation of Ronco Brands on February 16, 2017, Mr. Ethier has served as a Director of Ronco Brands and its subsidiary, Ronco Holdings. From July 2014 through February 16, 2017, he served as a Director of As Seen On TV, Inc., which was a publicly traded company until September 28, 2016. Mr. Ethier is currently CEO and Director of Amerimark Holdings, LLC. Prior to joining AmeriMark, he held a number of C-level positions in direct retail. Prior to Amerimark, Mr. Ethier was President and Director of Infusion Brands from July 2014 to January 8, 2015, and prior to that was the Chief Executive Officer of Cornerstone Brands Inc., from October 2009 to April 2013. Mr. Ethier served as the COO and Executive Vice President of HSN Inc., from December 2004 to September 30, 2009 and as Executive Vice President of Operations at HSN from July 2001 to 2004. Prior to HSN, Mr. Ethier served as a Senior Vice President of Global Operations at The Walt Disney Company's Disney Stores business unit from 1997 to 2001, Vice President of Operations at Pacific Linen from 1994 to 1997, Vice President of Operations at Builders Emporium from 1991 to 1994 and prior to that worked at Ames Department Stores and Sage-Allen stores. Mr. Ethier holds a BS in Computer Science and is married with 2 children.

There are no family relationships between any of the executive officers and directors.

**Corporate Governance**

***Director Qualifications***

*William Moore* – Our board believes that Mr. Moore's qualifications to serve on our board include extensive experience in the manufacture, distribution and sale of consumer products.

*Fredrick Schulman* – Our board believes that Mr. Schulman's qualifications to serve on our board include extensive experience in corporate finance and law as well as his experience serving on other boards.

*Mark Ethier* – Our board believes that Mr. Ethier's qualifications to serve on our board include extensive experience in direct retail as well as his experience in Live Shopping industry.

**Board of Directors and Board Committees**

Upon the completion of this offering, we intend to apply to list our common stock on the NYSE MKT or the NASDAQ Capital Market ("NASDAQ"). In order to list our common stock on the NYSE MKT or the NASDAQ (each, an "Exchange"), we are required to comply with the NYSE MKT or the NASDAQ standards, whichever is applicable.

*Controlled Company and Director Independence*

The "controlled company" exception to the rules of the applicable Exchange provide that a company of which more than 50% of the voting power is held by an individual, group or another company, a "controlled company," need not comply with certain requirements of the Exchange corporate governance rules. Following the completion of this Offering, William Moore, our chief executive officer, will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through the Series A Super Voting Preferred Stock if all the Common Stock being offered are sold. As a result, we will be a "controlled company" under the Exchange corporate governance standards. As a controlled company, we do not have to comply with certain corporate governance requirements under the applicable Exchange rules, including the following:

- A majority of our Board of Directors to consist of "independent directors" as defined by the applicable rules and regulations of the applicable Exchange;
- The compensation of our executive officers to be determined, or recommended to the Board of Directors for determination, by independent directors constituting a majority of the independent directors of the Board in a vote in which only independent directors participate or by a Compensation Committee comprised solely of independent directors; and
- That director nominees to be selected, or recommended to the Board of Directors for selection, by independent directors constituting a majority of the independent directors of the Board in a vote in which only independent directors participate or by a nomination committee comprised solely of independent directors.

After the consummation of this offering, we intend to avail ourselves of each of these exemptions. More specifically, immediately following this offering a majority of our board of directors will not consist of independent directors and we will not have a compensation committee or a nominating and corporate governance committee. Therefore, for as long as we remain a "controlled company" you will not have the same protections afforded to shareholders of companies that are subject to all of these corporate governance requirements. If at any time we cease to be a "controlled company" under the rules of the applicable Exchange, our Board of Directors will take all action necessary to comply with the corporate governance rules of the applicable Exchange, including establishing certain committees composed entirely of independent directors, subject to a permitted "phase-in" period.

Notwithstanding our status as a controlled company, we will remain subject to the corporate governance standard of the applicable Exchange that requires us to have an audit committee with at least three independent directors as well as composed entirely of independent directors. As a result, we must have at least one independent director on our audit committee at the time of listing on the Exchange, at least two independent directors within 90 days of listing on the Exchange and at least three independent directors within one year of listing on the Exchange, where at least one of the independent directors qualifies as an audit committee financial expert under SEC rules and as a financially sophisticated audit committee member under the applicable Exchange rules.

Our Board of Directors has affirmatively determined that: (i) Mark Ethier is and will continue to be an independent director before and after the Offering; (ii) William Moore is and will continue to be a non-independent director before and after the Offering; and (iii) Fredrick Schulman is a non-independent director before the Offering (as he currently beneficially owns 16.07% of the outstanding shares of common stock of the Company) but may become an independent director upon the completion of the Offering if Mr. Schulman's beneficial ownership in the outstanding shares common stock of the Company drops below 10% of the issued and outstanding shares of the common stock of the Company. If Mr. Schulman becomes an independent director upon the completion of the Offering, we will add one additional independent director to the Board of Directors. If Mr. Schulman does not become an independent director upon the completion of the Offering, we will add two additional independent directors to the Board of Directors. The newly added independent directors will replace the non-independent directors on the audit committee in order to have three independent directors on the audit committee within one year of listing on the Exchange to comply with the rules of the applicable Exchange.

If we are not approved for listing on either Exchange, we intend to apply for quotation of our common stock on the OTCQX Marketplace of the OTC Markets by having a market maker file an application with FINRA for our common stock to be eligible for trading on the OTCQX Marketplace of the OTC Markets. We are not required to comply with the corporate governance rules an Exchange, and instead may comply with less stringent corporate governance standards while listed on the OTCQX. The OTCQX does not require any of its members to establish any committees comprised of members of our board of directors, including an Audit Committee, a Compensation Committee or a Nominating Committee, any committee performing a similar function. Instead, the functions of those committees may be undertaken by the board of directors as a whole. Upon quotation of our common stock on the OTCQX, our securities would not be quoted on an exchange that has requirements that a majority of our board members be independent and we would not otherwise be subject to any law, rule or regulation requiring that all or any portion of our board of directors include "independent" directors, nor are we currently required to establish or maintain an Audit Committee or other committee of our board of directors. We intend to avail ourselves of these less stringent standards upon quotation on the OTCQX.

**Board Leadership Structure and Board's Role in Risk Oversight**

We have not separated the positions of Chairman of the Board and Chief Executive Officer. Mr. Moore has served as our Chairman of the Board of Directors, Chief Executive Officer and President since February 16, 2017. We believe that combining the positions of Chairman and Chief Executive Officer allows for focused leadership of our organization which benefits us in our relationships with investors, customers, suppliers, employees and other constituencies. We believe that consolidating the leadership of the Company under Mr. Moore is the appropriate leadership structure for our Company and that any risks inherent in that structure are balanced by the oversight of our other independent directors on our Board. However, no single leadership model is right for all companies and at all times. The Board recognizes that depending on the circumstances, other leadership models, such as the appointment of a lead independent director, might be appropriate. Accordingly, the Board may periodically review its leadership structure. In addition, following the completion of the offering, the Board will hold executive sessions in which only independent directors are present.

Our Board is generally responsible for the oversight of corporate risk in its review and deliberations relating to our activities. Our principal source of risk falls into two categories, financial and product commercialization. The audit committee oversees management of financial risks; our Board regularly reviews information regarding our cash position, liquidity and operations, as well as the risks associated with each. The Board regularly reviews plans, results and potential risks related to our business. The Board is also expected to oversee risk management as it relates to our compensation plans, policies and practices for all employees including executives and directors, particularly whether our compensation programs may create incentives for our employees to take excessive or inappropriate risks which could have a material adverse effect on the Company.

**Committees of the Board of Directors**

*Audit Committee*

We established an audit committee ("Audit Committee") upon the formation of Ronco Brands, consisting of one member, namely Fredrick Schulman. The Board of Directors has determined that Mr. Schulman is currently not an independent director since Mr. Schulman's beneficial ownership of the outstanding common stock of the Company exceeds 10%. We anticipate that following completion of this offering, our audit committee will consist of three members. If Mr. Schulman becomes an independent director upon the completion of the Offering (his beneficial ownership of the outstanding common stock of the Company drops below 10%), the audit committee will include two independent directors, including Messrs. Ethier and Schulman and one non-independent director, Mr. Moore. Under such scenario, Mr. Moore would be replaced on the audit committee with a new independent director within one year of listing on the applicable Exchange, so that the audit committee will consist solely of three independent directors. If Mr. Schulman is a non-independent director upon the completion of the Offering, the audit committee would include one independent director, including Mr. Ethier, and two non-independent directors, Messrs. Moore and Schulman. Messrs. Moore and Schulman will be replaced with independent directors within 90 days and one year, respectively, of listing on the applicable Exchange, so that the audit committee will consist solely of independent directors.

SEC rules also require that a public company disclose whether or not its audit committee has an "audit committee financial expert" as a member. An "audit committee financial expert" is defined as a person who, based on his or her experience, possesses the attributes outlined in such rules. The Board of Directors has determined that Mr. Schulman satisfies the definition of an "audit committee financial expert." If Mr. Schulman becomes an independent director upon completion of the Offering, it is anticipated that Mr. Schulman, who we expect to serve as the chairman of our audit committee, will continue to serve as the"audit committee financial expert". However, if Mr. Schulman does not become an independent director upon completion of the Offering, until Mr. Schulman is replaced with an independent director on the audit committee within one year of listing on the applicable Exchange, we anticipate that Mr. Schulman, who we expect to serve as the chairman of our audit committee, will continue to serve as an "audit committee financial expert". In other words, we anticipate replacing Mr. Schulman as a member on the audit committee with an independent director that is an "audit committee financial expert" within one year of listing on the applicable Exchange. Our Audit Committee adopted a written charter, a copy of which is posted on the Corporate Governance section of our website, at www.ronco.com.

Our Audit Committee is authorized to:

- approve and retain the independent auditors to conduct the annual audit of our financial statements;
- review the proposed scope and results of the audit;
- review and pre-approve audit and non-audit fees and services;
- review accounting and financial controls with the independent auditors and our financial and accounting staff;
- review and approve transactions between us and our directors, officers and affiliates;
- recognize and prevent prohibited non-audit services;
- establish procedures for complaints received by us regarding accounting matters; and
- oversee internal audit functions, if any.

*Compensation Committee*

Because we will be a "controlled company" within the meaning of the corporate governance standards of the applicable Exchange, we will not be required to, and do not currently expect to, have a compensation committee.

If and when we are no longer a "controlled company" within the meaning of the corporate governance standards of the applicable Exchange, we will be required to establish a compensation committee. We anticipate that such a compensation committee would consist of three directors who will be "independent" under the rules of the SEC, subject to the permitted “phase-in” period pursuant to the rules of the applicable Exchange.

This compensation committee would:

- review and determine the compensation arrangements for management;
- establish and review general compensation policies with the objective to attract and retain superior talent, to reward individual performance and to achieve our financial goals;
- administer our incentive compensation and benefit plans and purchase plans;
- oversee the evaluation of the Board of Directors and management; and
- review the independence of any compensation advisers.

Upon formation of a compensation committee, we would expect to adopt a compensation committee charter defining the committee's primary duties in a manner consistent with the rules of the SEC and applicable stock exchange or market standards.

*Nominating and Corporate Governance Committee*

Because we will be a "controlled company" within the meaning of the corporate governance standards of the applicable Exchange, we will not be required to, and do not currently expect to, have a nominating and corporate governance committee.

If and when we are no longer a "controlled company" within the meaning of the corporate governance standards of the applicable Exchange, we will be required to establish a nominating and corporate governance committee. We anticipate that such a nominating and corporate governance committee would consist of three directors who will be "independent" under the rules of the SEC, subject to the permitted “phase-in” period pursuant to the rules of the applicable Exchange.

The functions of the nominating and corporate governance committee, among other things, would include:

- identifying individuals qualified to become board members and recommending director;
- nominees and board members for committee membership;
- developing and recommending to our board corporate governance guidelines;
- review and determine the compensation arrangements for directors; and
- overseeing the evaluation of our board of directors and its committees and management.

Upon formation of a nominating and corporate governance committee, we would expect to adopt a nominating and corporate governance committee charter defining the committee's primary duties in a manner consistent with the rules of the SEC and applicable stock exchange or market standards.

**Compensation Committee Interlocks and Insider Participation**

Because we will be a "controlled company" within the meaning of the corporate governance standards of the applicable Exchange, we will not be required to, and do not currently expect to, have a compensation committee at the completion of this offering. None of our executive officers serve on the board of directors or compensation committee of a company that has an executive officer that serves on our board or compensation committee. No member of our board is an executive officer of a company in which one of our executive officers serves as a member of the board of directors or compensation committee of that company.

**Code of Business Conduct and Ethics**

Prior to the completion of the offering, we will adopt a code of business conduct and ethics that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. The code of business conduct and ethics will be available at our website at www.ronco.com. We expect that any amendments to the code, or any waivers of its requirement, will be disclosed on our website.

**Corporate Governance Guidelines**

Prior to the completion of this offering, our board of directors will adopt corporate governance guidelines in accordance with the corporate governance rules of the applicable Exchange. The corporate governance guidelines will be available at our website at www.ronco.com.

**Shareholder Proposals**

Our bylaws establish advance-notice procedures with respect to shareholder proposals and the shareholder nomination of candidates for election as directors. Our Company does not currently have any specific or minimum criteria for the election of nominees to the Board of Directors and we do not have any specific process or procedure for evaluating such nominees. The Board of Directors will assess all candidates, whether submitted by management or shareholders, and make recommendations for election or appointment. A shareholder who wishes to communicate with our Board of Directors may do so by directing a written request addressed to our Secretary, at the principal executive offices of the Company.

## EXECUTIVE COMPENSATION

The following table provides information regarding the compensation paid by our anticipated subsidiary, Ronco Holdings, during fiscal years ended December 31, 2015 and 2014 to our chief executive officer, the principal financial officer and an executive vice president. We refer to these individuals as our "named executive officers."

### Summary Compensation Table

| Name and principal position | Year | Salary $ | Bonus $ | Stock Awards $ | Option Awards $ | Non-Equity Incentive Plan Compensation $ | Nonqualified Deferred Compensation Earnings $ | All Other Compensation $ | Total $ |
|---|---|---|---|---|---|---|---|---|---|
| William Moore, Chief Executive Officer | 2015 | $174,000 | – | – | – | – | – | $3,600(1) | $177,600 |
| | 2014 | $173,000 | – | – | – | – | – | $3,600(2) | $176,600 |
| Jason Post, Principal Financial Officer | 2015 | – | – | – | – | – | – | – | – |
| | 2014 | – | – | – | – | – | – | – | – |
| Stephen Krout, Executive Vice President | 2015 | – | – | – | – | – | – | – | – |
| | 2014 | – | – | – | – | – | – | – | – |

(1) Represents allowance payable towards health insurance premiums in 2015.

(2) Represents allowance payable towards health insurance premiums in 2014.

### Employment Agreements

The following is a summary of the material terms of the employment agreement with our named executive officers. The summary below does not contain complete descriptions of all provisions of the employment agreements of our named executive officers and is qualified in its entirety by reference to such employment agreements, copies of which will be included as exhibits to this Offering Circular. See "Where You Can Find More Information."

Ronco Holdings, which is to become the subsidiary of Ronco Brands on April 1, 2017, entered into Employment Agreements, effective as of April 1, 2017, with each of our named executive officers, whereby Messrs. Moore, Post and Krout have agreed to provide services to Ronco Holdings, as Chief Executive Officer, Principal Financial Officer and Executive Vice President, respectively. Each of the Employment Agreements provides that to the extent Messrs. Moore, Post and Krout are asked to serve as an officer or director of Ronco Brands, their duties to Ronco Brands shall be deemed to have been included in the Employment Agreements and shall not be entitled to any additional compensation thereunder. Each of the Employment Agreements has a term of three years, unless terminated earlier due to involuntary termination, disability, death, termination for cause or voluntary termination. Pursuant to the terms of the Employment Agreements, in exchange for the services of Messrs. Moore, Post and Krout (each, an "Executive"), we agreed to pay Messrs. Moore, Post and Krout an annual salary of $200,000, $140,000, and $185,000 per year, respectively, during the term of the employment agreement payable in equal monthly installments and Messrs. Moore, Post and Krout are entitled to various benefits, including, but not limited to, health benefits, paid vacation and reimbursement for all reasonable and necessary expenses incurred in the ordinary course of employment as well as performance-based compensation, if deemed warranted by the Board of Directors. Each Employment Agreement also provides that:

- if an Executive's employment is terminated without cause by approval of the majority of the board members, the Executive shall receive the base salary for the remainder of the term of the agreement, payable at the Company's regular and customary intervals for the payment of salaries as then in effect;

- if an Executive resigns, death of the Executive or if an Executive's employment is terminated for cause (as defined in the Employment Agreements), such Executive will not be entitled to severance compensation;

- upon disability of the Executive (incapacity due to physical or mental illness or injury of the Executive enduring for more than three consecutive months), the Employment Agreement of such executive shall be terminated and the Executive shall receive an additional six months from the Executive's base salary, if terminated prior to the date one-half of the term of the agreement, or the base salary for the remainder of the term of the agreement, if terminated after the date one-half of the term of the agreement, at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect;

- any termination of the Executive's employment by Company hereunder for any reason, with or without cause, within 360 days after the occurrence of a Change of Control (as defined in the Employment Agreement) shall be deemed a termination without cause and, therefore, the Executive shall receive the base salary for the remainder of the term of the agreement, payable at the Company's regular and customary intervals for the payment of salaries as then in effect;

- if the Executive resigns within 360 days after the occurrence of a Change of Control (as defined in the Employment Agreement), such resignation shall be deemed a termination without cause if such resignation follows one of the following conditions which arises without Executive's consent and which occurs in connection with or following the Change in Control: (i) a material diminution in the nature or scope of the Executive's responsibilities, duties, authority or compensation or (ii) the relocation of the Executive's principal place of business to a location that is in excess of 50 miles from The Executive's current place of business; provided, however, that the Executive provides the Company (or its acquirer, if such resignation occurs after a Change in Control) with at least 30 days prior written notice of his intent to resign and the alleged violation(s) is not remedied within the 30-day period. In such case, the Executive shall receive the base salary for the remainder of the term of the agreement, payable at the Company's regular and customary intervals for the payment of salaries as then in effect

Upon termination of the Employment Agreements for any reason provided above, the Executive shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination.

In addition, pursuant to the terms of the Employment Agreements, Ronco Holdings has agreed to indemnify the Executives against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Executive in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by Ronco Holdings against the Executive), by reason of the fact that Executive is or was performing services under the Employment Agreement or as a director of Ronco Holdings or Ronco Brands.

The Employment Agreements also include certain non-competition, non-solicitation and confidentiality provisions.

**Elements of Compensation**

None of our named executive officers, except for William Moore, our Chief Executive Officer, was compensated by us or our anticipated subsidiary, Ronco Holdings, in 2015 and 2014. Mr. Moore was provided with the following primary elements of compensation in 2015 and 2014:

***Base Salary***

William Moore received a fixed base salary in an amount determined in accordance with the his then employment agreement with Ronco Holdings, and based on a number of factors, including:

- The nature, responsibilities and duties of the officer's position;

- The officer's expertise, demonstrated leadership ability and prior performance;

- The officer's salary history and total compensation, including annual cash bonuses and long-term incentive compensation; and

- The competitiveness of the market for the officer's services.

Mr. Moore's base salary for 2015 and 2014 is listed in "—Summary Compensation Table."

***Other Benefits***

In 2015 and 2014, our Chief Executive Officer was provided with certain limited fringe benefits that we believe are commonly provided to similarly situated executives in the market in which we compete for talent and therefore are important to our ability to attract and retain top-level executive management. These benefits include a monthly allowance payable towards health insurance premiums. The amounts paid to the Chief Executive Officer in 2015 and 2014 in respect of these benefits is reflected above in the "—Summary Compensation Table" section under the "All Other Compensation" heading.

**Compensation Discussion and Analysis**

***Stock Option Grants***

We have not granted any stock options to our executive officers since our incorporation.

***Compensation Plans***

We have not adopted any compensation plan to provide for future compensation of any of our directors or executive officers.

***Director Compensation***

Historically, our directors have not received compensation for their service. In connection with this offering, we adopted a new director compensation program pursuant to which each of our non-employee directors will receive an annual cash retainer of $15,000 plus $1,000 per full board meeting attended in person. No additional compensation will be provided for attending committee meetings. Our corporate governance committee will review and make recommendations to the board regarding compensation of directors, including equity-based plans. We will reimburse our non-employee directors for reasonable travel expenses incurred in attending board and committee meetings. We also intend to allow our non-employee directors to participate in any equity compensation plans that we adopt in the future.

***Executive Compensation Philosophy***

Our Board of Directors determines the compensation given to our executive officers in their sole determination. Our Board of Directors reserves the right to pay our executives or any future executives a salary, and/or issue them shares of common stock issued in consideration for services rendered and/or to award incentive bonuses which are linked to our performance, as well as to the individual executive officer's performance. This package may also include long-term stock based compensation to certain executives, which is intended to align the performance of our executives with our long-term business strategies. Additionally, while our Board of Directors has not granted any performance base stock options to date, the Board of Directors reserves the right to grant such options in the future, if the Board in its sole determination believes such grants would be in the best interests of the Company.

***Incentive Bonus***

The Board of Directors may grant incentive bonuses to our executive officers and/or future executive officers in its sole discretion, if the Board of Directors believes such bonuses are in the Company's best interest, after analyzing our current business objectives and growth, if any, and the amount of revenue we are able to generate each month, which revenue is a direct result of the actions and ability of such executives.

***Long-Term, Stock Based Compensation***

In order to attract, retain and motivate executive talent necessary to support the Company's long-term business strategy we may award our executives and any future executives with long-term, stock-based compensation in the future, at the sole discretion of our Board of Directors, which we do not currently have any immediate plans to award.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information about the beneficial ownership of our common stock at February 22, 2017, as adjusted to reflect (i) the sale of all 5,000,000 shares of our common stock in this offering and (ii) issue and sale of 1,800,000 shares of our common stock to holders of ASTV Warrants, who we assumed elected to exchange their ASTV Warrants under the Settlement Agreement, for:

- each person known to us to be the beneficial owner of more than 5% of our common stock;
- each named executive officer;
- each of our directors; and
- all of our executive officers and directors as a group.

Unless otherwise noted below, the address for each beneficial owner listed on the table is in care of Ronco Brands, Inc., 15505 Long Vista Drive, Suite 250, Austin, Texas 78728. We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the tables below have sole voting and investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws. We have based our calculation of the percentage of beneficial ownership on 5,250,000 shares of our common stock outstanding as of February 22, 2017 plus 1,800,000 shares of our common stock which we assumed were issued to holders of ASTV Warrants prior to the Offering, who we assumed elected to exchange their ASTV Warrants under the Settlement Agreement.

In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options or issuable upon conversion of preferred stock held by that person that are currently exercisable or exercisable within 60 days of February 22, 2017. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

| | Number of Shares of Common Stock Beneficially Owned Before and After the Offering | Percentage of Shares of Common Stock Beneficially Owned | |
|---|---|---|---|
| | | Before Offering [4] | After Offering [4] [5] |
| **Name of Beneficial Owner** | | | |
| **5% Stockholders:** | | | |
| RNC Investors, LLC[1] | 7,567,000 | 54.05% | 39.83% |
| Moore Family Investors/RBI LLC[2] | 3,500,000 | 49.65% | 29.05% |
| | | | |
| **Directors and Named Executive Officers:** | | | |
| William Moore, CEO and Director[2][3] | – | 0.00% | 0.00% |
| Jason Post, Principal Financial Officer | – | 0.00% | 0.00% |
| Stephen Krout, Executive Vice President | – | 0.00% | 0.00% |
| Fredrick Schulman, Director | 1,133,000 | 16.07% | 9.40% |
| Mark Ethier, Director | – | 0.00% | 0.00% |
| All named executive officers and directors as a group (5 persons) | 1,133,000 | 16.07% | 9.40% |

(1) John C. Kleinert, is the sole member and manager of RNC Investors, LLC. As such, Mr. Kleinert may be deemed to have voting and dispositive power of all securities beneficially owned by RNC Investors, LLC reported herein. Includes 617,000 shares of common stock and 6,950,000 shares of common stock underlying 6,950,000 shares of Series B Preferred Stock which is convertible within 60 days.

(2) Moore Family Investors/RBI LLC's members are William Moore's adult children, Jeffrey K. Moore (50%) and Matthew R. Moore (50%), and Moore Family LLC's manager is Jeffrey K. Moore. Jeffrey and Matthew Moore do not reside in the same household as William Moore and therefore William Moore disclaims beneficial ownership of Jeffrey and Matthew Moore's percentage interest of Moore Family Investors/RBI LLC in Ronco Brands.

(3) Prior to the Offering, William Moore controls approximately 98% of the voting power of our outstanding capital stock through 3,500,000 shares of Series A Super Voting Preferred Stock ("Series A Preferred Stock" which we issued to Mr. Moore upon the formation of Ronco Brands. Each share of Series A Preferred Stock is entitled to 100 votes per share but has no other rights, including no participation, dividend, conversion, transfer or redemption rights. Following the Offering, Mr. Moore will control approximately 96.67% of the voting power of our outstanding capital stock of Ronco Brands through the Series A Preferred Stock if all the common stock being offered are sold.

(4) Assumes the issue and sale of 1,800,000 shares of our common stock to holders of ASTV Warrants, who we assumed elected to exchange their ASTV Warrants under the Settlement Agreement.

(5) Assumes the sale of all 5,000,000 shares of our common stock in this offering.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

In addition to the compensation arrangements, including employment, termination of employment and change in control arrangements and indemnification arrangements, discussed in the sections titled "Management" and "Executive Compensation," the following is a description of each transaction since January 1, 2014 and each currently proposed transaction in which:

- We and any subsidiaries thereof, including Ronco Holdings, have been or will be a participant;
- the amount involved exceeds the lesser of $120,000 or one percent of the average of the smaller reporting company's total assets at year end for the last two completed fiscal years
- any of our directors, executive officers or beneficial owners of more than 5% of our capital stock, or any immediate family member of, or person sharing the household with, any of these individuals, had or will have a direct or indirect material interest.

***Following the Anticipated RHI Assignment on April 1, 2017, the following related party entities would be considered related parties among Ronco Brands and Ronco Holdings:***

*Related-Party Entities*

CD3 Holdings, Inc. ("CD3") – From inception to May 31, 2015, CD3 was the parent company and 100% equity owner of Ronco Holdings.

As Seen On TV, Inc. ("ASTV") – From May 31, 2015 to April 1, 2017, ASTV was the parent company and 100% equity owner of Ronco Holdings. ASTV became the parent company via the Share Purchase Agreement discussed below.

Infusion Brands, Inc. ("Infusion") – A wholly-owned subsidiary of ASTV that had made certain loans to Ronco Holdings as well as has made capital contributions of working capital. Infusion also was the primary beneficiary of Ronco Holdings from March 7, 2014 through May 31, 2015 as a result of the Debt Participation Agreement discussed below.

RFL Enterprises, LLC ("RFL Enterprises") – From March 31, 2015 to April 1, 2017, a wholly-owned subsidiary of ASTV that owned certain of Ronco Holdings' debt and preferred stock.

RNC Investors, LLC – shareholder of Ronco Brands and lender of Ronco Holdings.

Frederick Schulman – director of Ronco Brands and director of ASTV.

William Moore – Chief executive officer, director and controlling shareholder of Ronco Brands and president of Ronco Holdings.

Moore Family Investors/RBI LLC – shareholder of Ronco Brands and members of the entity are related to William Moore.

***The following transactions are related-party transactions with respect to Ronco Brands:***

Related-party Share Issuances

In connection with the formation of Ronco Brands, certain related parties received common and preferred shares of Ronco Brands. The following are the related party share issuances:

Upon the formation of Ronco Brands on February 16, 2017, Ronco Brands issued:

(1) 3,500,000 shares of common stock to Moore Family Investors/RBI LLC ("Moore Family LLC") at a purchase price of $0.0001 per share (for an aggregate of $350). Moore Family LLC's members are William Moore's adult children, Jeffrey K. Moore (50%) and Matthew R. Moore (50%), and Moore Family LLC's manager is Jeffrey K. Moore. Jeffrey and Matthew Moore do not reside in the same household as William Moore and therefore William Moore disclaims beneficial ownership of Jeffrey and Matthew Moore's percentage interest of Moore Family LLC in Ronco Brands;

(2) 1,133,000 shares of common stock to Fredrick Schulman, a director of Ronco Brands, at a purchase price of $0.0001 per share (for an aggregate of $113);

(3) 617,000 shares of common stock to RNC Investors, as the principal lender of Ronco Holdings, which is to become our subsidiary upon the Anticipated RHI Assignment on April 1, 2017, at a purchase price of $0.0001 per share (for an aggregate of $62);

(4) 3,500,000 shares of Series A Super Voting Preferred Stock to William Moore, the Chief Executive Officer and a director of Ronco Brands, at a purchase price of $0.0001 per share (for an aggregate of $350); and

(5) 6,950,000 shares of Series B Preferred Stock to RNC Investors, as the principal lender of Ronco Holdings, which is to become our subsidiary upon the Anticipated RHI Assignment on April 1, 2017, at a purchase price of $0.0001 per share (for an aggregate of $695).

Related Party Guaranty and Repayment of Indebtedness to RNC Investors

In connection with the repayment of the indebtedness of Ronco Holdings to RNC Investors under the Laurus Note (which amounted to $12,323,072 as of December 31, 2016), pursuant to the terms of the Settlement Agreement, Ronco Brands entered into the following transactions, which shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse:

(1) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note (as described below) and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(2) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

***The following transactions are related-party transactions with respect to Ronco Holdings:***

*Debt Participation Agreement*

On March 6, 2014, under the terms of an Amended and Restated RFL Enterprises and Infusion Agreement ("Participation Agreement"), Infusion Brands International, Inc. ("IBI") agreed to the acquisition of all rights with respect to secured debts held by creditors of Ronco Holdings. Concurrent with execution of the merger agreement between ASTV and Infusion, Infusion assumed all assets and obligations of IBI, including all rights held by IBI under the Participation Agreement. These rights included the ability to designate a majority of the members of Ronco Holdings' board of directors, which became effective in March 2014. The composition of management was the same for both IBI and Infusion on March 6, 2014. The power to direct the activities that most significantly impacted Ronco Holdings' economic performance was determined to have occurred when the Participation Agreement was signed on March 6, 2014 with Infusion being deemed the primary beneficiary on that date.

*Share Purchase Agreement*

On May 31, 2015, CD3 and ASTV entered into a stock purchase agreement whereby ASTV acquired 100% of the Ronco Holdings common stock that CD3 held. The effect of this transaction made Ronco Holdings a wholly-owned subsidiary of ASTV as of the transaction date.

*Receivables*

Ronco Holdings had an outstanding receivable from CD3 of approximately $488,000 that contained no payment or interest terms. At December 31, 2014, Ronco Holdings determined that the receivable was uncollectible and, therefore, wrote the promissory note off to bad debt expense.

*Capital Contributions*

During the year ended December 31, 2015, Infusion and ASTV contributed working capital of approximately $441,000 and $526,000, respectively, to Ronco Holdings.

During the year ended December 31, 2014, Infusion contributed working capital of approximately $1,432,000.

*Loans*

On April 11, 2014, Ronco Holdings and Infusion entered into a loan and security agreement. The balance of this loan owed by Ronco Holdings at June 30, 2016, December 31, 2015 and December 31, 2014 was approximately $651,000. See *18% Loan and Security Agreement* within Note 10 to the RHI Audited Financial Statements for further discussion.

On May 5, 2014, Ronco Holdings issued a promissory note for $200,000 to ASTV. The note requires monthly interest payments at an interest rate of 14% per annum. The balance of this loan owed by Ronco Holdings at June 30, 2016, December 31, 2015 and December 31, 2014 was $200,000. See *14% Promissory Note* within Note 10 to the RHI Audited Financial Statements for further discussion.

At various times during the six months ended June 30, 2016 and the year ended December 31, 2015, Ronco Holdings had borrowed working capital from a related-party accredited investor via various on demand loans. The loans are payable on demand and require interest ranging from 18% to 24%. See *18% - 24% On Demand Promissory Notes* within Note 10 to the RHI Audited Financial Statements for further discussion.

*Debt Acquisition Agreement*

On March 31, 2015, RFL Enterprises entered into a Debt Acquisition Agreement ("Agreement") with Ronco Holdings' third-party secured lender to acquire the 1.5% Secured Promissory Note (also known as the "Laurus Note"), Contingent Promissory Note, and Redeemable Preferred Stock. (See Notes 10 and 13 to the RHI Audited Financial Statements for details of the promissory notes and preferred stock, respectively.) To effectuate the deal, RFL Enterprises made a payment of $1,400,000 and Ronco Holdings agreed to a guaranteed payment of a $950,000 licensing fee (See Note 7 to the RHI Audited Financial Statements) with respect to the use of the Chip-tastic intellectual property. As of June 30, 2016, Ronco Holdings had not made any payments towards the licensing fee payable.

The President of Ronco Holdings held a beneficial ownership in ASTV at the time of the Agreement and continues to hold such as of June 30, 2016; therefore, the promissory notes referred to above are now classified as related-party notes.

*Interest*

During six months ended June 30, 2016 and the years ended December 31, 2015 and December 31, 2014, Ronco Holdings incurred interest expense of approximately $756,000, $1,172,000 and $91,000, respectively, with respect to the aforementioned related-party loans.

*Debt Forgiveness*

On March 31, 2015, a related-party accredited investor and Ronco Holdings entered into a debt cancellation agreement whereby the 18% Promissory Note for $445,000, as disclosed in Note 10 to the audited financial statements, was completely cancelled with no further obligation of any kind. As a result of this cancellation, Ronco Holdings recorded an approximate $536,000 capital contribution, which includes forgiven accrued interest of approximately $91,000.

On May 31, 2015, Ronco Holdings and CD3 entered into a debt cancellation agreement whereby the CD3 Note was completely cancelled with no further obligation of any kind. As a result of this cancellation, Ronco Holdings recorded an approximate $3,000,000 capital contribution.

*Accrued expenses*

With respect to the related-party loans discussed above, accrued interest and fees as of June 30, 2016, December 31, 2015 and December 31, 2014 were approximately $3,744,000, $3,294,000 and $100,000, respectively.

*Legal Fees*

During the six months ended June 30, 2016 and the years ended December 31, 2015 and December 31, 2014, Ronco Holdings paid approximately $16,600, $20,000 and $0, respectively, for legal services to the audit committee chairman's law firm.

*Recent Developments*

Anticipated Change in Ownership

On February 16, 2017, Ronco Brands was formed by RNC Investors, William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC to become the holding company of Ronco Holdings, Inc. ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors, LLC pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

More specifically, on April 1, 2017 (when the right of revocation by the parties to the Settlement Agreement will lapse), ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares").

Loans

Subsequent to June 30, 2016, Ronco Holdings has sold a series of promissory notes in total of approximately $510,000 to John Kleinert.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, memorialized by that certain Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

On January 1, 2017, the $1,100,000 promissory note between Fredrick Schulman as agent for Balbo Management, LLC (See *Current notes payable – current* within Note 10 of RHI Audited Financial Statements for further information) and Ronco Holdings was amended and restated and reissued in the principal amount of $1,663,236 which includes accrued interest of $563,236 rolled into principal (the "Balbo Promissory Note"). The maturity date is June 30, 2018 and the interest rate remained the same at 18%;

On January 1, 2017, the outstanding loans of John Kleinert and his IRA (Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) (See Note 10 of RHI Audited Financial Statements for further information) were evidenced in writing by (i) a certain promissory note, dated January 1, 2017, from Ronco Holdings to John Kleinert with a principal amount of $1,495,000 which accrues interest at 20.16% per year and (ii) a certain promissory note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 with a principal amount of $300,000 which accrues interest at the rate of 24% per year (collectively, the "Kleinert Promissory Notes").

In connection with the settlement discussed above in the "Change of Control" section, the following Ronco Holdings loans will be impacted on April 1, 2017 when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date"):

(1) RNC Investors will be assigned the secured debt of Ronco Holdings (See *1.5% Secured Promissory Note* within Note 10 of audited financial statements for further information) (the "Laurus Note");

(2) The Loan and Security Agreement between Ronco Holdings and Infusion (See *18% Loan and Security Agreement* within Note 10 of the RHI Audited Financial Statements) will be terminated resulting in a capital contribution of approximately $651,000;

(3) The promissory note between Ronco Holdings and ASTV dated May 5, 2014 (See *14% Promissory Note* within Note 10 of RHI Audited Financial Statements for further information) will be terminated resulting in a capital contribution of $200,000; and

(4) The Contingent Promissory Note, net of discount, owned by RFL Enterprises (See *Contingent Promissory Note* within Note 10 of RHI Audited Financial Statements for further information) will be terminated resulting in a capital contribution of $3,248,485.

***Policies and Procedures for Related Party Transactions***

Pursuant to the written charter of our Audit Committee, the Audit Committee is responsible for reviewing and approving, prior to our entry into any such transaction, all related party transactions and potential conflict of interest situations involving:

- any of our directors, director nominees or executive officers;
- any beneficial owner of more than 5% of our outstanding stock;
- any immediate family member of any of the foregoing.

Our Audit Committee reviews any financial transaction, arrangement or relationship that:

- involves or will involve, directly or indirectly, any related party identified above and is in an amount greater than $0;
- would cast doubt on the independence of a director;
- would present the appearance of a conflict of interest between us and the related party; or
- is otherwise prohibited by law, rule or regulation.

The Audit Committee reviews each such transaction, arrangement or relationship to determine whether a related party has, has had or expects to have a direct or indirect material interest. Following its review, the Audit Committee will take such action as it deems necessary and appropriate under the circumstances, including approving, disapproving, ratifying, canceling or recommending to management how to proceed if it determines a related party has a direct or indirect material interest in a transaction, arrangement or relationship with us. Any member of the Audit Committee who is a related party with respect to a transaction under review will not be permitted to participate in the discussions or evaluations of the transaction; however, the Audit Committee member will provide all material information concerning the transaction to the Audit Committee. The Audit Committee will report its action with respect to any related party transaction to the board of directors.

***Indemnification Obligations***

Pursuant to the terms of employment agreements, dated as of April 1, 2017, entered into between our subsidiary, Ronco Holdings and our executive officers (“Executives”), Ronco Holdings has agreed to indemnify the Executives against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Executive in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by Ronco Holdings against the Executive), by reason of the fact that Executive is or was performing services under the Employment Agreement or as a director of Ronco Holdings or Ronco Brands, the holding company of Ronco Holdings. We intend to enter into indemnification agreements with or have contractual obligations to provide similar indemnification to each of our directors to the maximum extent allowed under Delaware law.

## DESCRIPTION OF CAPITAL STOCK

We are offering 5,000,000 shares of Common Stock pursuant to this Offering Circular. The following description of our capital stock is based upon our certificate of incorporation, our bylaws, and applicable provisions of law, in each case as currently in effect. This discussion does not purport to be complete and is qualified in its entirety by reference to our certificate of incorporation and our bylaws, copies of which are filed with the SEC as exhibits to this Offering Circular.

Pursuant to our certificate of incorporation filed with the Delaware Secretary of State on February 16, 2017, our authorized capital stock consists of 120,000,000 shares of capital stock, consisting of 100,000,000 shares of common stock, $0.0001 par value per share, and 20,000,000 shares of preferred stock, $0.0001 par value per share. As of February 16, 2017, we had 5,250,000, 3,500,000, and 6,950,000 shares of common stock, Series A Preferred Stock and Series B Preferred Stock, respectively, issued and outstanding. We had 3, 1 and 1 holders of record of our common stock, Series A Preferred Stock, and Series B Preferred Stock, respectively, as of February 16, 2017.

The Board may from time to time authorize by resolution the issuance of any or all shares of the common stock and the preferred stock authorized in accordance with the terms and conditions set forth in the certificate of incorporation for such purposes, in such amounts, to such persons, corporations, or entities, for such consideration and in the case of the Preferred Stock, in one or more series, all as the Board in its discretion may determine and without any vote or other action by the stockholders, except as otherwise required by law.

### COMMON STOCK

Holders of the Company's common stock are entitled to one vote for each share on all matters submitted to a stockholder vote. Holders of common stock do not have cumulative voting rights. Therefore, holders of a majority of the shares of common stock voting for the election of directors can elect all of the directors. Holders of the Company's common stock representing a majority of the voting power of the Company's capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of stockholders.

Holders of the Company's common stock are entitled to share in all dividends that our Board of Directors, in its discretion, declares from legally available funds. In the event of a liquidation, dissolution or winding up, each outstanding share entitles its holder to participate pro rata in all assets that remain after payment of liabilities and after providing for each class of stock, if any, having preference over the common stock. The Company's common stock has no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to the Company's common stock.

### PREFERRED STOCK

The Board of Directors is authorized at any time, and from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, and to determine the designations, preferences, limitations and relative or other rights of the Preferred Stock or any series thereof. For each series, the Board of directors shall determine, by resolution or resolutions adopted prior to the issuance of any shares thereof, the designations, preferences, limitations and relative or other rights thereof, including but not limited to the following relative rights and preferences, as to which there may be variations among different series:

(a) The number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;
(b) The voting powers, if any, of the shares of such series and whether such voting powers are full or limited;
(c) The redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid;
(d) Whether dividends, if any, will be cumulative or noncumulative, the dividend rate or rates of such series and the dates and preferences of dividends on such series;
(e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Company;
(f) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Company or any other corporation or other entity, and the rates or other determinants of conversion or exchange applicable thereto;
(g) the right, if any, to subscribe for or to purchase any securities of the Corporation or any other corporation or other entity;
(h) the provisions, if any, of a sinking fund applicable to such series; and
(i) any other relative, participating, optional or other powers, preferences or rights, and any qualifications, limitations or restrictions thereof, of such series.

The Board of Directors is authorized, subject to limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

Prior to the issuance of any shares of a series, but after adoption by the Board of Directors of the resolution establishing such series, the appropriate officers of the Corporation shall file such documents with the State of Delaware as may be required by law.

***Series A Super Voting Preferred Stock***

The rights, preferences, restrictions and other matters relating to the Series A Super Voting Preferred Stock are as follows:

- There is authorized to be issued out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the "Series A Super Voting Preferred Stock" ("Series A Preferred Stock") and the number of shares constituting such class shall be 3,500,000.
- The Series A Preferred Stock shall not participate in any distribution to the shareholders of the Company, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, a merger or consolidation of the Company, or a sale of all or substantially all of the assets of the Company, or otherwise, in any distributions or payments to the holders of the Common Stock in any form.
- The Series A Preferred Stock shall have no dividend rights.
- Holders of the Series A Preferred Stock shall be entitled to cast one hundred (100) votes for each share held of the Series A Preferred Stock on all matters presented to the stockholders of the Company for stockholder vote which shall vote along with holders of the Company's Common Stock on such matters.
- The Series A Preferred Stock shall not be convertible into any other equity or debt securities of the Company.
- A Series A Holder who received shares of Series A Preferred Stock from the Company may not sell, transfer, assign, convey, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value (each, a "Transfer"), any shares of Series A Preferred Stock, and any such Transfer or attempted Transfer shall be null and void. In the event that a Series A Holder attempts to Transfer any shares of Series A Preferred Stock, the Company shall have the right, at the Company's option at any time following such attempted Transfer, to redeem all or a portion of the Series A Preferred Stock held by such Series A Holder, at a price equal to $0.0001 per share of Series A Preferred Stock.
- Except as otherwise stated herein, there are no other rights, privileges, or preferences attendant or relating to in any way the Series A Preferred Stock, including by way of illustration but not limitation, those concerning dividend, ranking, other redemption, participation, or anti-dilution rights or preferences.

***Series B Preferred Stock***

The rights, preferences, restrictions and other matters relating to the Series B Preferred Stock are as follows:

- There is authorized to be issued out of the authorized and unissued shares of preferred stock of the Corporation a series of preferred stock designated as the "Series B Preferred Stock" ("Series B Preferred Stock") and the number of shares constituting such class shall be 6,950,000.
- The Series B Preferred Stock shall participate, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, a merger or consolidation of the Company, or a sale of all or substantially all of the assets of the Company, on a pro rata basis as though the Series B Preferred Stock had been converted to Common Stock.
- The Series B Preferred Stock shall have no dividend rights except as may be declared by the Board in its sole and absolute discretion, out of funds legally available for that purpose.
- Holders of the Series B Preferred Stock shall not be entitled to vote on matters presented to the stockholders of the Company for stockholder vote.
- Each share of Series B Preferred Stock is convertible at any time into one share of Common Stock, subject to adjustment in a forward or reverse stock split and subject to beneficial ownership limited to 9.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series B Preferred Stock held by the applicable Holders of Series B Preferred Stock.
- Except as otherwise stated herein, there are no other rights, privileges, or preferences attendant or relating to in any way the Series B Preferred Stock, including by way of illustration but not limitation, those concerning dividend, ranking, other redemption, participation, or anti-dilution rights or preferences.

**Common Stock Purchase Warrants**

***Exchange Warrants***

Under the terms of the Settlement Agreement, Ronco Brands is offering, during a period of 45 days following the first business day following the date of the Settlement Agreement, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share, subject to equitable and anti-dilution adjustments (the "Warrant and Share Exchange").

***Placement Agent Warrants***

We have agreed to issue to the Placement Agent warrants to purchase a number of shares of our common stock equal to three percent (3%) of the total shares of our common stock sold in such closing ("Placement Agent's Warrants"). The Placement Agent's Warrants are exercisable commencing 180 days after the qualification date of the offering statement related to this offering, and will be exercisable until the fifth anniversary of the qualification date. The Placement Agent's Warrants are not redeemable by us. The exercise price for the Placement Agent's Warrants will be at purchase price equal to $6.60 per share (110% of the implied price per share of the Offering). See "Plan of Distribution — Placement Agent" of this Offering Circular for further information.

**Anti-Takeover Effects of Our Charter and Bylaws and Delaware Law**

Some provisions of Delaware law and our certificate of incorporation and bylaws could make the following transactions more difficult:

- acquisition of our company by means of a tender offer, a proxy contest or otherwise; and
- removal of our incumbent officers and directors.

These provisions, summarized below, are expected to discourage and prevent coercive takeover practices and inadequate takeover bids. These provisions are designed to encourage persons seeking to acquire control of our company to negotiate first with our board of directors. They are also intended to provide our management with the flexibility to enhance the likelihood of continuity and stability if our board of directors determines that a takeover is not in the best interests of our stockholders. These provisions, however, could have the effect of discouraging attempts to acquire us, which could deprive our stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices. We believe that the benefits of these provisions, including increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

*Election and Removal of Directors.* Our certificate of incorporation and bylaws contain provisions that establish specific procedures for appointing and removing members of our board of directors. Under our certificate of incorporation and bylaws, each director will serve a three-year term and will stand for election upon the third anniversary of the annual meeting at which such director was elected. In addition, our certificate of incorporation and bylaws provide that vacancies and newly created directorships on our board of directors may be filled only by a majority of the directors then serving on our board of directors, except as otherwise required by law or by resolution of our board of directors. Under our certificate of incorporation and bylaws, directors may be removed by the stockholders only for cause and only by the affirmative vote of the holders of at least 2/3 of the voting power of all of the then-outstanding shares of our capital stock entitled to vote generally in the election of directors, voting together as a single class.

*Bylaws*. Our certificate of incorporation and bylaws authorizes the board of directors to adopt, repeal, rescind, alter or amend our bylaws without shareholder approval.

*Special Stockholder Meetings.* Under our certificate of incorporation and bylaws, only the board of directors, the chairman of the board, our president and our chief executive officer may call special meetings of stockholders.

*Requirements for Advance Notification of Stockholder Nominations and Proposals.* Our bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of our board of directors or a committee of our board of directors.

*Effects of authorized but unissued common stock and blank check preferred stock.* One of the effects of the existence of authorized but unissued common stock and undesignated preferred stock may be to enable our board of directors to make more difficult or to discourage an attempt to obtain control of our Company by means of a merger, tender offer, proxy contest or otherwise, and thereby to protect the continuity of management. If, in the due exercise of its fiduciary obligations, the board of directors were to determine that a takeover proposal was not in our best interest, such shares could be issued by the board of directors without stockholder approval in one or more transactions that might prevent or render more difficult or costly the completion of the takeover transaction by diluting the voting or other rights of the proposed acquirer or insurgent stockholder group, by putting a substantial voting block in institutional or other hands that might undertake to support the position of the incumbent board of directors, by effecting an acquisition that might complicate or preclude the takeover, or otherwise.

In addition, our certificate of incorporation grants our board of directors broad power to establish the rights and preferences of authorized and unissued shares of preferred stock. The issuance of shares of preferred stock could decrease the amount of earnings and assets available for distribution to holders of shares of common stock. The issuance also may adversely affect the rights and powers, including voting rights, of those holders and may have the effect of delaying, deterring or preventing a change in control of our Company.

*Cumulative Voting.* Delaware General Corporation Law provides that stockholders of a Delaware corporation are not entitled to the right to cumulate votes in the election of directors unless its certificate of incorporation provides otherwise. Our certificate of incorporation does not provide for cumulative voting in the election of directors, which would allow holders of less than a majority of the stock to elect some directors.

*Delaware Anti-Takeover Law.* If and when we become a publicly traded company, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. In general, Section 203 prohibits a publicly-held Delaware corporation from engaging, under certain circumstances, in a business combination with an interested stockholder for a period of three years following the date the person became an interested stockholder unless:

- prior to the date of the transaction, our board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

- upon the closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, but not for determining the outstanding voting stock owned by the interested stockholder, (1) shares owned by persons who are directors and also officers, and (2) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- at or subsequent to the date of the transaction, the business combination is approved by our board of directors of the corporation and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. An interested stockholder is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation's outstanding voting stock. We expect the existence of this provision to have an anti-takeover effect with respect to transactions our board of directors does not approve in advance. We also anticipate that Section 203 may discourage business combinations or other attempts that might result in the payment of a premium over the market price for the shares of common stock held by our stockholders.

**Indemnification of Directors and Officers**

The only statue, charter provision, by-law, contract, or other arrangement under which any controlling person, director or officers of the Registrant is insured or indemnified in any manner against any liability which he may incur in his capacity as such, is as follows:

Pursuant to the terms of employment agreements, dated January 1, 2017, entered into between our subsidiary, Ronco Holdings and our executive officers ("Executives"), Ronco Holdings has agreed to indemnify the Executives against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Executive in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by Ronco Holdings against the Executive), by reason of the fact that Executive is or was performing services under the Employment Agreement or as a director of Ronco Holdings or Ronco Brands, the holding company of Ronco Holdings. We intend to enter into indemnification agreements with or have contractual obligations to provide similar indemnification to each of our directors to the maximum extent allowed under Delaware law.

Our certificate of incorporation limits the liability of our directors and officers to the maximum extent permitted by Delaware law.

Section 145 of the Delaware General Corporation Law (as well as our certificate of incorporation) provides in relevant parts as follows:

(1) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine on application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(3) To the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in (1) or (2) of this subsection, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(4) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The foregoing discussion of indemnification merely summarizes certain aspects of indemnification provisions and is limited by reference to the above discussed sections of the Delaware General Corporation Law (as well as our certificate of incorporation).

The effect of the foregoing is to require us to indemnify our officers and directors for any claim arising against such persons in their official capacities if such person acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. At present, the Company does not maintain any officers' and directors' liability insurance coverage.

Insofar as indemnification for liabilities may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy and is, therefore, unenforceable.

**Transfer Agent**

The transfer agent and registrar, for our common stock is Direct Transfer, LLC, a wholly owned subsidiary of Issuer Direct Corp.

The transfer agent and registrar's address is at 500 Perimeter Park Dr., Suite D, Morrisville, North Carolina 27560. The transfer agent's telephone (919) 481-4000.

## SHARES ELIGIBLE FOR FUTURE SALE

### Shares Eligible for Future Sale

Prior to this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Nevertheless, sales of substantial amounts of our common stock, including shares issued upon exercise of outstanding options or warrants, or the perception that these sales could occur in the public market after this offering could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities.

Based on the number of shares of common stock outstanding as of February 22, 2017, upon the closing of this offering, 12,050,000 shares of common stock will be outstanding. Included in the number of shares of common stock outstanding are 1,800,000 shares of our common stock which we assume will be issued to holders of ASTV Warrants who elect to exchange their ASTV Warrants under the terms of the Settlement Agreement.

All of the shares sold in this offering will be freely tradable unless purchased by our affiliates. The remaining 7,050,000 shares of common stock outstanding after this offering will be restricted as a result of securities laws or lock-up agreements as described below. Following the expiration of the lock-up period, all shares will be eligible for resale in compliance with Rule 144 or Rule 701 to the extent these shares have been released from any repurchase option that we may hold.

### Rule 144

In general, under Rule 144 as currently in effect, any person who is or has been an affiliate of ours during the 90 days immediately preceding the sale and who has beneficially owned shares for at least six months is entitled to sell, within any three-month period commencing 90 days after the date of this Offering Circular, a number of shares that does not exceed the greater of:

- 1% of the then-outstanding shares of common stock, which will equal approximately 120,500 shares immediately after this offering; and
- the average weekly trading volume during the four calendar weeks preceding the sale, subject to the filing of a Form 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

A person who is not deemed to have been an affiliate of ours at any time during the 90 days immediately preceding the sale and who has beneficially owned his or her shares for at least six months is entitled to sell his or her shares under Rule 144 without regard to the limitations described above, subject only to the availability of current public information about us during the six months after the initial six-month holding period is met. After a non-affiliate has beneficially owned his or her shares for one year or more, he or she may freely sell his or her shares under Rule 144 without complying with any Rule 144 requirements.

We are unable to estimate the number of shares that will be sold under Rule 144, since this will depend on the market price for our common stock, the personal circumstances of the sellers and other factors. Prior to the offering, there has been no public market for the common stock, and there can be no assurance that a significant public market for the common stock will develop or be sustained after the offering. Any future sale of substantial amounts of the common stock in the open market may adversely affect the market price of the common stock offered by this Offering Circular.

### Rule 701

In general, under Rule 701 under the Securities Act, any of our employees, directors, consultants or advisors who purchased shares from us in connection with a qualified compensatory stock or option plan or other written agreement and in compliance with Rule 701, is eligible to resell those shares 90 days after the effective date of this offering in reliance on Rule 144, but without compliance with the various restrictions, including the holding period, contained in Rule 144.

## CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of certain United States federal income tax consequences generally applicable to the ownership and disposition of our common stock by a non-U.S. holder (as defined below) that purchases our common stock pursuant to this offering and holds such common stock as a "capital asset" within the meaning of the Code. This discussion is based on currently existing provisions of the Code, applicable United States Treasury regulations promulgated thereunder, judicial decisions, and rulings and pronouncements of the United States Internal Revenue Service (the "IRS") all as in effect on the date hereof and all of which are subject to change, possibly with retroactive effect, or subject to different interpretation. This discussion does not address all the tax consequences that may be relevant to specific holders in light of their particular circumstances or to holders subject to special treatment under United States federal income tax laws (such as financial institutions, insurance companies, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, retirement plans, partnerships and their partners, dealers in securities, brokers, United States expatriates, persons who have acquired our common stock as compensation or otherwise in connection with the performance of services, or persons who have acquired our common stock as part of a straddle, hedge, conversion transaction or other integrated investment). This discussion does not address the state, local, or foreign tax or United States federal estate or alternative minimum tax consequences relating to the ownership and disposition of our common stock. Prospective investors should consult their tax advisors regarding the United States federal tax consequences of owning and disposing of our common stock, as well as the applicability and effect of any state, local or foreign tax laws.

As used in this discussion, the term "non-U.S. holder" refers to a beneficial owner of our common stock that is not, for United States federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity or arrangement taxable as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States or any state thereof, including the District of Columbia;
- any entity or arrangement treated as a partnership for United States federal income tax purposes;
- an estate the income of which is subject to United States federal income tax regardless of its source; or
- a trust (i) if a court within the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all of its substantial decisions, or (ii) that has in effect a valid election under applicable Treasury regulations to be treated as a United States person.

If a partnership or other entity or arrangement treated as a partnership for United States federal income tax purposes holds our common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A partnership that holds our common stock and any partner who owns an interest in such a partnership should consult their tax advisors regarding the United States federal income tax consequences of an investment in our common stock.

**You should consult your tax advisors concerning the particular United States federal income tax consequences to you of the purchase, ownership, and disposition of our common stock as well as the consequences to you arising under the laws of any other applicable taxing jurisdiction in light of your particular circumstances.**

### Distributions on Common Stock

As discussed under "Dividend Policy" above, we do not currently expect to make distributions on our stock. If we do make a distribution of cash or other property (other than certain distributions of our stock or rights to acquire our stock) in respect of our common stock, the distribution generally will be treated as a dividend to the extent of our current or accumulated earnings and profits as determined under United States federal income tax principles. Any portion of a distribution that exceeds our current and accumulated earnings and profits will generally be treated first as a tax-free return of capital, on a share-by-share basis, to the extent of the non-U.S. holder's tax basis in our common stock, and, to the extent such portion exceeds the non-U.S. holder's tax basis in our common stock, the excess will be treated as gain from the disposition of the common stock, the tax treatment of which is discussed below under "—Sale, Exchange or Other Taxable Disposition."

The gross amount of dividends paid to a non-U.S. holder with respect to our common stock generally will be subject to United States federal withholding tax at a rate of 30%, unless (i) an applicable income tax treaty reduces or eliminates such tax, and the non-U.S. holder certifies that it is eligible for the benefits of such treaty in the manner described below, or (ii) the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment maintained by the non-U.S. holder in the United States) and the non-U.S. holder satisfies certain certification and disclosure requirements. In the latter case, generally, a non-U.S. holder will be subject to United States federal income tax with respect to such dividends on a net income basis at regular graduated United States federal income tax rates in the same manner as a United States person (as defined under the Code). Additionally, a non-U.S. holder that is a corporation may be subject to a branch profits tax equal to 30% (or such lower rate as may be specified by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain items.

A non-U.S. holder that wishes to claim the benefit of an applicable income tax treaty with respect to dividends on our common stock will be required to provide the applicable withholding agent with a valid IRS Form W-8BEN or W-8BEN-E (or other applicable form) and certify under penalties of perjury that such holder (i) is not a United States person (as defined under the Code) and (ii) is eligible for the benefits of such treaty, and the withholding agent must not have actual knowledge or reason to know that the certification is incorrect. This certification must be provided to the applicable withholding agent prior to the payment of dividends and may be required to be updated periodically. If our common stock is held through a non-United States partnership or non-United States intermediary, such partnership or intermediary will also be required to comply with additional certification requirements under applicable Treasury regulations. A non-U.S. holder eligible for a reduced rate of United States federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Prospective investors, and in particular prospective investors engaged in a United States trade or business, are urged to consult their tax advisors regarding the United States federal income tax consequences of owning our common stock.

**Sale, Exchange, or Other Taxable Disposition**

Generally, a non-U.S. holder will not be subject to United States federal income tax on gain realized upon the sale, exchange, or other taxable disposition of our common stock unless (i) the gain is effectively connected with such non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States), (ii) such non-U.S. holder is an individual present in the United States for 183 days or more in the taxable year of the sale, exchange, or other taxable disposition and certain other conditions are satisfied, or (iii) we are or become a "United States real property holding corporation" (as defined in Section 897(c) of the Code) at any time during the shorter of the five-year period ending on the date of disposition or the non-U.S. holder's holding period for our common stock and either (a) our common stock has ceased to be traded on an established securities market prior to the beginning of the calendar year in which the sale, exchange or other taxable disposition occurs, or (b) the non-U.S. holder owns (actually or constructively) more than five percent of our common stock at some time during the shorter of the five-year period ending on the date of disposition or such holder's holding period for our common stock. Although there can be no assurances in this regard, we believe that we are not a United States real property holding corporation, and we do not expect to become a United States real property holding corporation.

Generally, gain described in clause (i) of the immediately preceding paragraph will be subject to tax on a net income basis at regular graduated United States federal income tax rates in the same manner as if the non-U.S. holder were a United States person (as defined under the Code). A non-U.S. holder that is a corporation may also be subject to a branch profits tax equal to 30% (or such lower rate as may be specified by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain items. An individual non-U.S. holder described in clause (ii) of the immediately preceding paragraph will be required to pay (subject to applicable income tax treaties) a flat 30% tax on the gain derived from the sale, exchange, or other taxable disposition, which may be offset by certain United States source capital losses, even though the individual is not considered a resident of the United States.

**Foreign Account Tax Compliance Act**

Withholding at a rate of 30% is required on dividends in respect of our common stock, and, after December 31, 2016 will be required on gross proceeds from the sale or other disposition of our common stock, in each case, held by or through certain foreign financial institutions (including investment funds), unless such institution enters into an agreement with the United States Treasury Department to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain United States persons and by certain non-United States entities that are wholly or partially owned by United States persons and to withhold on certain payments. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations, may modify these requirements. Accordingly, the entity through which our common stock is held will affect the determination of whether such withholding is required. Similarly, dividends in respect of, and gross proceeds from the sale or other disposition of, our common stock held by an investor that is a non-financial non-United States entity that does not qualify under certain exemptions will be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any substantial United States owners or (ii) provides certain information regarding the entity's substantial United States owners. Prospective investors should consult their tax advisors regarding the possible implications of these rules on their investment in our common stock.

## ADDITIONAL REQUIREMENTS AND RESTRICTIONS

**Broker-Dealer Requirements**

Each of the participating broker-dealers, authorized registered representatives or any other person selling Offered Shares on our behalf is required to:

- make every reasonable effort to determine that the purchase of Offered Shares is a suitable and appropriate investment for each investor based on information provided by such investor to the broker-dealer, including such investor's age, investment objectives, income, net worth, financial situation and other investments held by such investor; and
- maintain, for at least six (6) years, records of the information used to determine that an investment in our Offered Shares is suitable and appropriate for each investor.

In making this determination, your participating broker-dealer, authorized registered representative or other person selling Offered Shares on our behalf will, based on a review of the information provided by you, consider whether you:

- meet the minimum suitability standards established by us and the investment limitations established under Regulation A;
- can reasonably benefit from an investment in our Offered Shares based on your overall investment objectives and portfolio structure;
- are able to bear the economic risk of the investment based on your overall financial situation; and
- have an apparent understanding of:
  - the fundamental risks of an investment in the Offered Shares;
  - the risk that you may lose your entire investment;
  - the lack of liquidity of the Offered Shares;
  - the restrictions on transferability of the Offered Shares;
  - the background and qualifications of our management; and
  - our business.

**Stock Certificates.** Ownership of the Offered Shares will be "book-entry" only form, meaning that ownership interests shall be recorded by Direct Transfer, our transfer agent and registrar (the "Transfer Agent"), and kept only on the books and records of Transfer Agent. No physical certificates shall be issued, nor received, by Transfer Agent or any other person. The Transfer Agent records and maintains securities of Company in in book-entry form only. Book-entry form means the Transfer Agent maintains shares on an investor's behalf without issuing or receiving physical certificates. Securities that are held in un-certificated book-entry form have the same rights and privileges as those held in certificate form, but the added convenience of electronic transactions (e.g. transferring ownership positions between a broker-dealer and the Transfer Agent), as well as reducing risks and costs required to store, manage, process and replace lost or stolen securities certificates. Transfer Agent shall send out email confirmations of positions and notifications of changes "from" Company upon each and every event affecting any person's ownership interest, with a footer referencing Transfer Agent.

Transfer Agent may email holders a "ceremonial certificate" in .pdf form, per our standard template, which will be clearly marked as such. All parties recognize and agree that these are not legal securities instruments but simply decorative, informal, commemorative, non-binding marketing confirmations of an ownership position. They are not legal tender of any form.

**Restrictions Imposed by the USA PATRIOT Act and Related Acts**

In accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or the USA PATRIOT Act, the securities offered hereby may not be offered, sold, transferred or delivered, directly or indirectly, to any "unacceptable investor," which means anyone who is:

- a "designated national," "specially designated national," "specially designated terrorist," "specially designated global terrorist," "foreign terrorist organization," or "blocked person" within the definitions set forth in the Foreign Assets Control Regulations of the United States, or U.S., Treasury Department;
- acting on behalf of, or an entity owned or controlled by, any government against whom the U.S. maintains economic sanctions or embargoes under the Regulations of the U.S. Treasury Department;
- within the scope of Executive Order 13224 — Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001;
- a person or entity subject to additional restrictions imposed by any of the following statutes or regulations and executive orders issued thereunder: the Trading with the Enemy Act, the National Emergencies Act, the Antiterrorism and Effective Death Penalty Act of 1996, the International Emergency Economic Powers Act, the United Nations Participation Act, the International Security and Development Cooperation Act, the Nuclear Proliferation Prevention Act of 1994, the Foreign Narcotics Kingpin Designation Act, the Iran and Libya Sanctions Act of 1996, the Cuban Democracy Act, the Cuban Liberty and Democratic Solidarity Act and the Foreign Operations, Export Financing and Related Programs Appropriations Act or any other law of similar import as to any non-U.S. country, as each such act or law has been or may be amended, adjusted, modified or reviewed from time to time; or
- designated or blocked, associated or involved in terrorism, or subject to restrictions under laws, regulations, or executive orders as may apply in the future similar to those set forth above.

## ERISA CONSIDERATIONS

An investment in us by an employee benefit plan is subject to additional considerations because the investments of these plans are subject to the fiduciary responsibility and prohibited transaction provisions of ERISA and restrictions imposed by Section 4975 of the Code. For these purposes the term "employee benefit plan" includes, but is not limited to, qualified pension, profit-sharing and stock bonus plans, Keogh plans, simplified employee pension plans and tax deferred annuities or IRAs established or maintained by an employer or employee organization. Among other things, consideration should be given to:

- whether the investment is prudent under Section 404(a)(1)(B) of ERISA;
- whether in making the investment, that plan will satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA; and
- whether the investment will result in recognition of unrelated business taxable income by the plan and, if so, the potential after-tax investment returns.

The person with investment discretion with respect to the assets of an employee benefit plan, often called a fiduciary, should determine whether an investment in us is authorized by the appropriate governing instrument and is a proper investment for the plan.

Section 406 of ERISA and Section 4975 of the Code prohibit employee benefit plans from engaging in specified transactions involving "plan assets" with parties that are "parties in interest" under ERISA or "disqualified persons" under the Code with respect to the plan.

In addition to considering whether the purchase of Offered Shares is a prohibited transaction, a fiduciary of an employee benefit plan should consider whether the plan will, by investing in us, be deemed to own an undivided interest in our assets, with the result that our operations would be subject to the regulatory restrictions of ERISA, including its prohibited transaction rules, as well as the prohibited transaction rules of the Code.

The Department of Labor regulations provide guidance with respect to whether the assets of an entity in which employee benefit plans acquire equity interests would be deemed "plan assets" under some circumstances. Under these regulations, an entity's assets would not be considered to be "plan assets" if, among other things:

(1) the equity interests acquired by employee benefit plans are publicly offered securities - i.e., the equity interests are widely held by 100 or more investors independent of the issuer and each other, freely transferable and registered under some provisions of the federal securities laws;

(2) the entity is an "operating company"—i.e., it is primarily engaged in the production or sale of a product or service other than the investment of capital either directly or through a majority-owned subsidiary or subsidiaries; or

(3) there is no significant investment by benefit plan investors, which is defined to mean that less than 25% of the value of each class of equity interest is held by the employee benefit plans referred to above.

We do not intend to limit investment by benefit plan investors in us because we anticipate that we will qualify as an "operating company". If the Department of Labor were to take the position that we are not an operating company and we had significant investment by benefit plans, then we may become subject to the regulatory restrictions of ERISA which would likely have a material adverse effect on our business and the value of our common stock.

Plan fiduciaries contemplating a purchase of Offered Shares should consult with their own counsel regarding the consequences under ERISA and the Code in light of the serious penalties imposed on persons who engage in prohibited transactions or other violations.

**ACCEPTANCE OF SUBSCRIPTIONS ON BEHALF OF PLANS IS IN NO RESPECT A REPRESENTATION BY OUR BOARD OF DIRECTORS OR ANY OTHER PARTY RELATED TO US THAT THIS INVESTMENT MEETS THE RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO INVESTMENTS BY ANY PARTICULAR PLAN OR THAT THIS INVESTMENT IS APPROPRIATE FOR ANY PARTICULAR PLAN. THE PERSON WITH INVESTMENT DISCRETION SHOULD CONSULT WITH HIS OR HER ATTORNEY AND FINANCIAL ADVISERS AS TO THE PROPRIETY OF AN INVESTMENT IN US IN LIGHT OF THE CIRCUMSTANCES OF THE PARTICULAR PLAN.**

## LEGAL MATTERS

The validity of the securities offered by this Offering Circular will be passed upon for us by Legal & Compliance, LLC, 330 Clematis Street, Suite 217, West Palm Beach, Florida 33401.

## EXPERTS

Ronco Brands' balance sheet as of February 22, 2017 and the related statement of operations, changes in stockholders' deficit and cash flows for the period from February 16 (inception) through February 22, 2017 included in this Offering Circular have been audited by Marcum LLP, independent registered public accounting firm, as indicated in their report with respect thereto, and have been so included in reliance upon the report of such firm given on their authority as experts in accounting and auditing.

Ronco Holdings' balance sheets as of December 31, 2015 and 2014 and the related statement of operations, changes in stockholders' deficit and cash flows for the years ended December 31, 2015 and 2014 included in this Offering Circular have been audited by Marcum LLP, independent registered public accounting firm, as indicated in their report with respect thereto, and have been so included in reliance upon the report of such firm given on their authority as experts in accounting and auditing.

## APPOINTMENT OF AUDITOR

Ronco Brands' board of directors appointed Marcum LLP as Ronco Brands' independent registered public accounting firm. Marcum LLP audited Ronco Brands' financial statements for the period from February 16 (inception) through February 22, 2017 which have been included in this Offering Circular and Marcum LLP has been engaged as Ronco Brands' independent registered public accounting firm for Ronco Brands' fiscal year ended December 31, 2017. Prior to engaging Marcum LLP as Ronco Brands' independent registered public accounting firm, Ronco Brands' did not have an independent registered public accounting firm to audit Ronco Brands' financial statements.

Ronco Holdings' board of directors appointed Marcum LLP as Ronco Holdings' independent registered public accounting firm. Marcum LLP audited Ronco Holdings' financial statements for the fiscal years ended December 31, 2015 and 2014 which have been included in this Offering Circular and Marcum LLP has been engaged as Ronco Holdings' independent registered public accounting firm for Ronco Holdings' fiscal year ended December 31, 2016. Prior to engaging Marcum LLP as Ronco Holdings' independent registered public accounting firm, Ronco Holdings' did not have an independent registered public accounting firm to audit Ronco Holdings' financial statements.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed an offering statement on Form 1-A with the Commission under Regulation A of the Securities Act with respect to the Common Stock offered by this Offering Circular. This Offering Circular, which constitutes a part of the offering statement, does not contain all of the information set forth in the offering statement or the exhibits and schedules filed therewith. For further information with respect to us and our Common Stock, please see the offering statement and the exhibits and schedules filed with the offering statement. Statements contained in this Offering Circular regarding the contents of any contract or any other document that is filed as an exhibit to the offering statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the offering statement. The offering statement, including its exhibits and schedules, may be inspected without charge at the public reference room maintained by the Commission, located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, and copies of all or any part of the offering statement may be obtained from such offices upon the payment of the fees prescribed by the Commission. Please call the Commission at 1-800-SEC-0330 for further information about the public reference room. The Commission also maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission. The address of the site is www.sec.gov.

We also maintain a website at www.ronco.com. After the completion of this offering, you may access these materials at our website free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the Commission. Information contained on our website is not a part of this Offering Circular and the inclusion of our website address in this Offering Circular is an inactive textual reference only.

After the completion of this Tier II, Regulation A offering, we intend to become subject to the information and periodic reporting requirements of the Exchange Act. If we become subject to the reporting requirements of the Exchange Act, we will file periodic reports, proxy statements and other information with the Commission. Such periodic reports, proxy statements and other information will be available for inspection and copying at the public reference room and on the Commission's website referred to above. Until we become or never become subject to the reporting requirements of the Exchange Act, we will furnish the following reports, statements, and tax information to each stockholder:

1. **Reporting Requirements under Tier II of Regulation A.** Following this Tier II, Regulation A offering, we will be required to comply with certain ongoing disclosure requirements under Rule 257 of Regulation A. We will be required to file: an annual report with the SEC on Form 1-K; a semi-annual report with the SEC on Form 1-SA; current reports with the SEC on Form 1-U; and a notice under cover of Form 1-Z. The necessity to file current reports will be triggered by certain corporate events, similar to the ongoing reporting obligation faced by issuers under the Exchange Act, however the requirement to file a Form 1-U is expected to be triggered by significantly fewer corporate events than that of the Form 8-K. Such reports and other information will be available for inspection and copying at the public reference room and on the Commission's website referred to above. Parts I & II of Form 1-Z will be filed by us if and when we decide to and are no longer obligated to file and provide annual reports pursuant to the requirements of Regulation A.

2. **Annual Reports.** As soon as practicable, but in no event later than one hundred twenty (120) days after the close of our fiscal year, ending on the last Sunday of a calendar year, our board of directors will cause to be mailed or made available, by any reasonable means, to each Stockholder as of a date selected by the board of directors, an annual report containing financial statements of the Company for such fiscal year, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, company equity and cash flows, with such statements having been audited by an accountant selected by the board of directors. The board of directors shall be deemed to have made a report available to each stockholder as required if it has either (i) filed such report with the SEC via its Electronic Data Gathering, Analysis and Retrieval, or EDGAR, system and such report is publicly available on such system or (ii) made such report available on any website maintained by the Company and available for viewing by the stockholders.

3. **Tax Information.** On or before January 31st of the year immediately following our fiscal year, which is currently January 1st through December 31st, we will send to each stockholder such tax information as shall be reasonably required for federal and state income tax reporting purposes.

**RONCO BRANDS, INC.**
**Index to Financial Statements**

**Audited financial statements for the period from February 16, 2017 (inception) through February 22, 2017**

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Audit Committee of the
Board of Directors and Stockholders
of Ronco Brands, Inc.

We have audited the accompanying balance sheet of Ronco Brands, Inc. (the "Company") as of February 22, 2017, and the related statements of operations, changes in stockholders' equity and cash flows for the period from February 16, 2017 (date of inception) through February 22, 2017, and the related notes to the financial statements. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ronco Brands, Inc., as of February 22, 2017, and the results of its operations and its cash flows for the period from February 16, 2017 (date of inception) through February 22, 2017 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the financial statements, under existing circumstances there is substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Marcum LLP
Marcum LLP
Ft. Lauderdale, FL
February 28, 2017

**Ronco Brands, Inc.**
**Balance Sheet as of February 22, 2017**

| | |
|---|---|
| **ASSETS** | |
| Cash | $ 1,540 |
| Total assets | 1,540 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | |
| Accounts payable | 453 |
| Total liabilities | 453 |
| Commitment and contingencies (Note 3) | – |
| Stockholders' equity: | |
| Common stock, $0.0001 par value; 100,000,000 shares authorized and 5,250,000 shares issued and outstanding | 525 |
| Preferred stock, $0.0001 par value; 20,000,000 shares authorized and 10,450,000 shares issued and outstanding | 1,045 |
| Additional paid-in capital | – |
| Accumulated deficit | (483) |
| Total stockholders' equity | 1,087 |
| Total liabilities and stockholders' equity | $ 1,540 |

See accompanying notes to financial statements.

**Ronco Brands, Inc.**
**Statement of Operations**
**For the Period February 16 (inception) through February 22, 2017**

| | |
|---|---|
| Start-up expenses | 483 |
| Net loss | $ (483) |
| Basic and diluted loss per share | $ (0.00) |
| Basic and diluted weighted-average number of common shares outstanding | 5,250,000 |

See accompanying notes to financial statements.

**Ronco Brands Inc.**
**Statement of Stockholders' Equity**
**For the Period February 16 (inception) through February 22, 2017**

| | Number of Common Shares | Common Stock | Number of Preferred Shares | Preferred Stock | Additional Paid in Capital | Accumulated Deficit | Total Stockholders' Equity |
|---|---|---|---|---|---|---|---|
| Balance, February 16, 2017 (inception) | – | $ – | – | $ – | $ – | $ – | $ – |
| Common stock purchase | 5,250,000 | 525 | – | – | – | – | 525 |
| Preferred stock purchase | – | – | 10,450,000 | 1,045 | – | – | 1,045 |
| Net loss | – | – | – | – | – | (483) | (483) |
| Balance, February 22, 2017 | 5,250,000 | $ 525 | 10,450,000 | $ 1,045 | $ – | $ (483) | $ 1,087 |

See accompanying notes to financial statements.

**Ronco Brands, Inc.**
**Statement of Cash Flows**
**For the Period February 16 (inception) through February 22, 2017**

| | | |
|---|---|---|
| Cash flows from operating activities | | |
| Net loss | $ | (483) |
| | | |
| Changes in operating assets and liabilities | | |
| Accounts payable | | 453 |
| Net cash used in operating activities | | (30) |
| | | |
| Cash flows from financing activities | | |
| Proceeds from sale of common stock | | 525 |
| Proceeds from sale of preferred stock | | 1,045 |
| Net cash provided by financing activities | | 1,570 |
| | | |
| Net increase in cash | | 1,540 |
| Cash at February 16, 2017 (inception) | | – |
| Cash at February 22, 2017 | $ | 1,540 |

See accompanying notes to financial statements.

**RONCO BRANDS, INC.**
**NOTES TO FINANCIAL STATEMENTS**

## Note 1. Description of Our Business, Liquidity and Going Concern

### *Description of Our Business*

Ronco Brands, Inc. ("Ronco Brands") was incorporated in Delaware on February 16, 2017. Ronco Brands was formed by RNC Investors, LLC ("RNC Investors"), William Moore, Moore Family Investors/RBI LLC ("Moore Family LLC") and Fredrick Schulman (collectively, "Founders") to become the holding company of Ronco Holdings, Inc., a Delaware corporation ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors.

On February 16, 2017, William Moore became the Chairman of the Board, Chief Executive Officer, Secretary and a Director of Ronco Brands.

On February 16, 2017, Fredrick Schulman was named a Director of Ronco Brands.

### *Results of Operations*

For the period February 16, 2017 (inception) through February 22, 2017, Ronco Brands did not have operations. During the aforementioned period, Ronco Brands sold and issued common and preferred stock to its founders in the aggregate amount of $1,570 and incurred a state incorporation fee and bank fee of $453 and $30, respectively.

Subsequent to the assignment of Ronco Holdings to Ronco Brands, Ronco Brands will consolidate Ronco Holdings as a wholly-owned subsidiary. Ronco Holdings will be the main operating entity of the consolidated group.

### *Liquidity and Going Concern*

At February 22, 2017, we had a cash balance of approximately $1,540, working capital of approximately $1,087 and an accumulated deficit of approximately $483.

We will file a Form 1-A registration statement for the sale of 5,000,000 shares of common stock to raise $30,000,000 to fund certain debt guarantees that become effective on April 1, 2017 and to provide working capital to Ronco Brands.

There can be no assurance that our Form 1-A registration statement will be qualified nor can there be any assurance that we will be able to sell the securities to procure the funding needed to operate Ronco Brands subsequent to the acquisition of Ronco Holdings, Inc. If our efforts to do so are unsuccessful, we will be required to reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying financial statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

## Note 2. Related-Party Transactions

Upon incorporation, the following related parties purchased capital stock:

- William Moore, Chief Executive Officer and a director, purchased 3,500,000 shares of Series A Super Voting Preferred Stock at a purchase price of $0.0001 per share (for an aggregate of $350);
- Fredrick Schulman, a director, purchased 1,133,000 shares of common stock at a purchase price of $0.0001 per share (for an aggregate of $113);
- Moore Family LLC purchased 3,500,000 shares of common stock at a purchase price of $0.0001 per share (for an aggregate of $350). Moore Family LLC's members are William Moore's adult children, Jeffrey K. Moore (50%) and Matthew R. Moore (50%), and Moore Family LLC's manager is Jeffrey K. Moore. Jeffrey and Matthew Moore do not reside in the same household as William Moore and therefore William Moore disclaims beneficial ownership of Jeffrey and Matthew Moore's percentage interest of Moore Family LLC in Ronco Brands;

- RNC Investors, as the principal lender of Ronco Holdings, which is to become our subsidiary upon the Anticipated RHI Assignment on April 1, 2017, purchased 617,000 shares of common stock at a purchase price of $0.0001 per share (for an aggregate of $62); and

- RNC Investors purchased 6,950,000 shares of Series B Preferred Stock at a purchase price of $0.0001 per share (for an aggregate of $695).

The foregoing securities were issued by Ronco Brands pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**Note 3. Commitments and Contingencies**

*Litigation*

As of the date of this report, we are not aware of any proceeding, threatened or pending, against us which, if determined adversely, would have a material effect on our business, results of operations, cash flows or financial position.

*Guaranty and Repayment of Loans*

Ronco Brands entered into that certain Settlement and General Release Agreement, dated as of February 17, 2017 ("Settlement Agreement"), with ASTV, Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC ("RFL Enterprises") and Ronco Funding, LLC ("Credit Parties") and RNC Investors, pursuant to which, the following transactions shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse (the "Anticipated Closing Date")

(1) ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares");

(2) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note (as described below) and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(3) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement shall immediately be terminated and shall each be of no further force or effect.

Pursuant to the terms of the Settlement Agreement, Credit Parties (i) will assign to RNC Investors the secured debt of Ronco Holdings in the amount of $12,323,072 (as of December 31, 2016, the "Laurus Debt") owed by Ronco Holdings to Credit Parties under that certain Amended and Restated Secured Promissory Note, dated September 30, 2011, between Ronco Holdings, as borrower, and LV Administrative Services, as prior lender, collateral assignee and endorsee of Ronco Acquisition, LLC ("Laurus Note"), which note and related indebtedness was acquired by the Credit Parties and (ii) will amend the maturity date of the Laurus Note to be June 30, 2018, which assignment and amendment shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse, as both evidenced by that certain Amendment, Assignment and Assumption Agreement, dated as of February 17, 2017, between the Credit Parties and RNC Investors.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, as evidenced by that Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The outstanding principal amount and accrued interest on the RNC Promissory Note amounted to $1,505,902 as of December 31, 2016.

In addition, pursuant to the terms of the Settlement Agreement, Ronco Brands will offer, during a period of 45 days following the first business day following February 17, 2017, to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180), and (ii) warrants ("RBI Warrants") to acquire an equal number of shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") (warrants to acquire up to 1,800,000 shares of RBI Common Stock), for a one (1) year term and at an exercise price of $6.00 per share (the "Warrant and Share Exchange").

**Note 4. Stockholders' Equity**

**Capital Stock**

In connection with the formation of Ronco Brands, Ronco Brands authorized 100,000,000 shares of common stock, par value $0.0001 per share, and 20,000,000 shares of preferred stock, par value $0.0001 per share, as its capital stock. As of February 22, 2017, Ronco Brands had 5,250,000 and 10,450,000 shares of common and preferred stock, respectively, issued and outstanding. Of the 10,450,000 shares of preferred stock issued, 3,500,000 and 6,950,000 shares are designated Series A Super Voting Preferred Stock and Series B Preferred Stock, respectively.

*Series A Super Voting Preferred Stock ("Series A Preferred Stock")*

The number of authorized shares of the Series A Preferred Stock is 3,500,000 shares. The following are terms of the Series A Preferred Stock:

- The Series A Preferred Stock shall not participate in any distribution to the shareholders of Ronco Brands, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of Ronco Brands, a merger or consolidation of Ronco Brands, or a sale of all or substantially all of the assets of the Ronco Brands or otherwise, in any distributions or payments to the holders of the Common Stock in any form;

- The Series A Preferred Stock shall have no dividend rights;

- The holders of shares of Series A Preferred Stock (each, a "Series A Holder" and collectively, the "Series A Holders") shall be entitled to vote on all matters requiring a shareholder vote of Ronco Brands and each Series A Holder of record shall have one hundred (100) votes for each share of Series A Preferred Stock outstanding in his, her or its name on the books of Ronco Holdings relative to each Common Stock share, in addition to any other voting rights such Series A Holder may have as the result of such Series A Holder's ownership of other securities of Ronco Brands.
- The Series A Preferred Stock shall not be convertible into any other equity or debt securities of Ronco Brands;

- The number of authorized shares of Series A Preferred Stock shall not be subject to increase without the consent of all of the Series A Series A Holders;

- A Series A Holder who received shares of Series A Preferred Stock from Ronco Brands may not sell, transfer, assign, convey, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value (each, a "Transfer"), any shares of Series A Preferred Stock, and any such Transfer or attempted Transfer shall be null and void. In the event that a Series A Holder attempts to Transfer any shares of Series A Preferred Stock, Ronco Brands shall have the right, at Ronco Brands's option at any time following such attempted Transfer, to redeem all or a portion of the Series A Preferred Stock held by such Series A Holder, at a price equal to $0.0001 per share of Series A Preferred Stock (the "Redemption Price"). In the event that the Transfer referenced herein in successful or is completed for any reason, (i) the transferee of the applicable shares of Series A Preferred Stock shall take such shares subject to the redemption right of Ronco Brands as set forth herein (and Ronco Brands shall have the right to acquire such shares from the transferee at any time for the Redemption Price); and (ii) following such Transfer, the Transferred shares of Series A Preferred Stock shall not be entitled to vote on any matter submitted to any shareholders of Ronco Brands or the other Series A Holders;

*Series B Preferred*

The number of authorized shares of the Series B Preferred Stock is 6,950,000 shares. The following are terms of Series B Preferred Stock;

- The Series B Preferred Stock shall participate, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of Ronco Brands, a merger or consolidation of Ronco Brands, or a sale of all or substantially all of the assets of Ronco Brands, or otherwise, in any and all distributions or payments to the holders of the Common Stock in any form and without prejudice to the fact that the Series B Preferred Stock is Preferred Stock of Ronco Brands, on a pro rata basis as though the Series B Preferred Stock had been converted to Common Stock;

- The Series B Preferred Stock shall have no dividend rights except as may be declared by the Board in its sole and absolute discretion, out of funds legally available for that purpose;

- The holders of shares of Series B Preferred Stock (each, a "Series B Holder" and collectively, the "Series B Holders") shall not be entitled to vote, as a Series B Holder, on any matters requiring a shareholder vote of Ronco Brands;

- At the option of the applicable Series B Holder each share of Series B Preferred Stock shall be convertible into (i) one share of Common Stock, subject to adjustment as set forth below;

- In the event of any forward or reverse split of the Common Stock, the conversion ratio of the Series B Preferred Stock shall be proportionately and equitably adjusted automatically;

- After the date that Ronco Brands becomes a publicly reporting company with the Securities and Exchange Commission (through an initial public filing, reverse merger into a shell, or otherwise), Ronco Brands shall not effect any conversion of the Series B Preferred Stock, and a Series B Holder shall not have the right to convert any portion of the Series B Preferred Stock held by such Series B Holder, to the extent that, after giving effect to the conversion such Series B Holder (together with such Series B Holder's Affiliates, and any Persons acting as a group together with such Series B Holder or any of such Series B Holder's Affiliates) would beneficially own in excess of 9.9%. For purposes of calculating beneficial ownership, the calculation shall be in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

- The number of authorized shares of Series B Preferred Stock shall not be subject to increase without the consent of all of the Series B Series B Holders.

**Dividends**

The Company is subject to Delaware law with respect to the payment of dividends. No dividends were declared or paid during the period February 16, 2017 (inception) through February 22, 2017, and we have no present intention to pay any cash dividends in the foreseeable future.

**Note 5. Income Taxes**

Ronco Brands will be taxed as a C corporation. Ronco Brands is a calendar year filer and is required to file its initial federal income tax return for the period February 16, 2017 (inception) through December 31, 2017 by April 15, 2018.

**RONCO HOLDINGS, INC.**
**Index to Financial Statements**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Audit Committee of the
Board of Directors and Stockholders
of Ronco Holdings, Inc.

We have audited the accompanying balance sheets of Ronco Holdings, Inc. (the "Company") as of December 31, 2015 and 2014, and the related statements of operations, changes in stockholders' deficit and cash flows for the years then ended, and the related notes to the financial statements. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ronco Holdings, Inc., as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the financial statements, under existing circumstances there is substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Marcum LLP
Marcum LLP
Ft. Lauderdale, FL
February 28, 2017

**Ronco Holdings, Inc.**
**Balance Sheets as of December 31,**

| | 2015 | 2014 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash | $ 392,174 | $ 502,661 |
| Accounts receivable, net | 2,495,612 | 1,776,130 |
| Inventories, net | 3,235,396 | 4,518,693 |
| Deferred financing costs - related party | – | 8,750 |
| Prepaid expenses and other current assets | 260,334 | 170,521 |
| Total current assets | 6,383,516 | 6,976,755 |
| | | |
| Property and equipment, net | 144,055 | 260,090 |
| Intangibles | 907,094 | 907,094 |
| Total Assets | $ 7,434,665 | $ 8,143,939 |
| | | |
| **LIABILITIES, REDEEMABLE PREFERRED STOCK AND STOCKHOLDER'S DEFICIT** | | |
| Current Liabilities: | | |
| Accounts payable | $ 5,789,138 | $ 7,199,755 |
| Accrued expenses and other current liabilities | 1,747,652 | 3,719,129 |
| Accrued expenses - related party | 3,294,363 | 100,030 |
| Revolving loan | 2,902,414 | 1,709,586 |
| Purchase order financing loan | 62,047 | – |
| Notes payable - related party | 10,056,237 | 3,851,381 |
| Notes payable - current portion | 1,100,000 | 10,165,040 |
| Total current liabilities | 24,951,851 | 26,744,921 |
| | | |
| License fee payable | 692,024 | – |
| Notes payable - related party | 2,676,840 | 2,238,875 |
| Total liabilities | 28,320,715 | 28,983,796 |
| | | |
| Commitments and contingencies (Note 12) | – | – |
| | | |
| Redeemable preferred stock (Note 13) | 2,700,000 | 2,700,000 |
| | | |
| Stockholder's deficit: | | |
| Common stock, $.0001 par value; 800 shares authorized, issued and outstanding at December 31, 2015 and 2014 | – | – |
| Additional paid-in capital | 5,937,267 | 1,433,954 |
| Accumulated deficit | (29,523,317) | (24,973,811) |
| | | |
| Total stockholder's deficit | (23,586,050) | (23,539,857) |
| | | |
| Total liabilities, redeemable preferred stock and stockholder's deficit | $ 7,434,665 | $ 8,143,939 |

See accompanying notes to financial statements.

**Ronco Holdings, Inc.**
**Statements of Operations**
**For the Years Ended December 31,**

| | 2015 | 2014 |
|---|---|---|
| Revenues | $ 9,020,761 | $ 6,618,222 |
| Cost of revenues | 6,219,514 | 5,165,884 |
| Gross profit | 2,801,247 | 1,452,338 |
| | | |
| Operating expenses: | | |
| Selling and marketing expenses | 1,467,241 | 3,204,485 |
| General and administrative expenses | 3,733,897 | 3,395,111 |
| Impairment of goodwill | – | 983,304 |
| Impairment of other intangible assets | – | 1,631,223 |
| Loss on related party receivable | – | 488,453 |
| Loss from operations | (2,399,891) | (8,250,238) |
| | | |
| Other (income) expenses: | | |
| Interest expense | 984,979 | 1,488,549 |
| Interest expense - related party | 1,172,035 | 91,280 |
| Other income | (7,399) | – |
| Net other (income) expense | 2,149,615 | 1,579,829 |
| | | |
| Loss before provision for income taxes | (4,549,506) | (9,830,067) |
| | | |
| Income tax provision | – | – |
| | | |
| Net loss | $ (4,549,506) | $ (9,830,067) |
| | | |
| Basic and diluted loss per share | $ (5,687) | $ (12,288) |
| | | |
| Basic and diluted weighted-average number of common shares outstanding | 800 | 800 |

See accompanying notes to financial statements.

**Ronco Holdings, Inc.**
**Statements of Stockholder's Deficit**
**For the Years Ended December 31, 2015 and 2014**

| | Shares of Common Stock | Common Stock | Additional Paid in Capital | Accumulated Deficit | Total Stockholder's Deficit |
|---|---|---|---|---|---|
| Balance, December 31, 2013 | 800 | $ – | $ 2,000 | $ (15,143,744) | $ (15,141,744) |
| Affiliate capital contribution | – | – | 1,431,954 | – | 1,431,954 |
| Net loss | – | – | – | (9,830,067) | (9,830,067) |
| Balance, December 31, 2014 | 800 | $ – | $ 1,433,954 | $ (24,973,811) | $ (23,539,857) |
| Affiliate capital contribution | – | – | 967,313 | – | 967,313 |
| Debt extinguishment - related party | – | – | 3,536,000 | – | 3,536,000 |
| Net loss | – | – | – | (4,549,506) | (4,549,506) |
| Balance, December 31, 2015 | 800 | $ – | $ 5,937,267 | $ (29,523,317) | $ (23,586,050) |

See accompanying notes to financial statements

**Ronco Holdings, Inc.**
**Statements of Cash Flows**

| | Year Ended December 31, 2015 | 2014 |
|---|---|---|
| Cash flows from operating activities | | |
| Net loss | $ (4,549,506) | $ (9,830,067) |
| Adjustments to reconcile net loss to net cash used in operating activities | | |
| Amortization of debt issuance costs | 8,750 | 21,250 |
| Amortization of discount on notes payable | 437,965 | 370,326 |
| Change in present value of licensing fee payable | 112,970 | – |
| Depreciation and amortization | 117,408 | 346,078 |
| Impairment of goodwill | – | 983,304 |
| Impairment of other intangible assets | – | 1,631,223 |
| Loss on disposal of property, plant and equipment | 4,216 | – |
| Loss on related party receivable | – | 488,453 |
| Provision for allowance for sales refunds, discounts and allowances | 566,776 | 337,493 |
| Provision for allowance for uncollectible accounts | 87,327 | 292,643 |
| Provision for inventory obsolescence | 152,262 | 194,664 |
| Recognition of licensing fee payable | 579,054 | – |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (1,373,585) | (914,218) |
| Inventories | 1,596,653 | (3,703,692) |
| Prepaid expenses and other current assets | (89,813) | 163,248 |
| Accounts payable | (1,410,618) | 4,826,947 |
| Accrued expenses and other current liabilities | 1,313,673 | 1,377,145 |
| Net cash used in operating activities | (2,446,468) | (3,415,203) |
| | | |
| Cash flows from investing activities | | |
| Purchase of property and equipment | (5,589) | (261,259) |
| Net cash used in investing activities | (5,589) | (261,259) |
| | | |
| Cash flows from financing activities | | |
| Capital contribution from related party | 967,313 | 1,431,954 |
| Proceeds from promissory notes - related parties | 987,102 | 851,237 |
| Net borrowings on purchase order financing agreement | 40,812 | – |
| Net borrowings on revolving loan | 748,445 | 1,709,586 |
| Principal payments on notes payable - related parties | (402,102) | (16,083) |
| Net cash provided by financing activities | 2,341,570 | 3,976,694 |
| | | |
| Net (decrease) increase in cash | (110,487) | 300,232 |
| Cash at beginning of year | 502,661 | 202,429 |
| Cash at end of year | $ 392,174 | $ 502,661 |
| | | |
| **Supplemental Cash Flow Information** | | |
| Cash paid for interest | $ 719,762 | $ 205,332 |
| Cash paid for income taxes | $ – | $ – |
| **Non Cash Investing and Financing Activities** | | |
| Debt issuance costs related to related party note payable | $ – | $ 30,000 |
| Inventory obtained through purchase order financing agent | $ 465,618 | $ – |
| Payments to purchase order financing agent made directly from revolving loan lender | $ 444,383 | $ – |
| Related parties debt forgiveness | $ 3,536,000 | $ – |
| Balance transfer between revolving loan lenders | $ 207,000 | $ – |

*See additional disclosure of non cash activity in Notes 5, 10 and 11.

See accompanying notes to financial statements

## Note 1. Description of Our Business, Liquidity and Going Concern

### *Description of Our Business*

Ronco Holdings, Inc. (the "Company") was organized as a Corporation under the laws of the State of Delaware on January 11, 2011. Ronco Holdings is located in Austin, Texas and is engaged in the development and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco is a provider of proprietary consumer products for the kitchen and home. Ronco's product line sells throughout the year through infomercials, online sales, wholesale distributors and direct retailers.

### *Liquidity and Going Concern*

At December 31, 2015, we had a cash balance of approximately $392,000, a working capital deficit of approximately $18,568,000 and an accumulated deficit of approximately $29,523,000. We have experienced losses from operations since our inception and defaulted on our debt, and we have relied on a series of private placements of unsecured promissory notes and revolving loans to fund operations. The Company cannot predict how long it will continue to incur losses or whether it will ever become profitable.

We have undertaken, and will continue to implement, various measures to address our financial condition, including:

- Significantly curtailing costs and consolidating operations, where feasible.
- Seeking debt, equity and other forms of financing, including funding through strategic partnerships.
- Reducing operations to conserve cash.
- Deferring certain marketing activities.
- Investigating and pursuing transactions with third parties, including strategic transactions and relationships.

There can be no assurance that we will be able to secure the additional funding we need. If our efforts to do so are unsuccessful, we will be required to further reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying financial statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

## *Note 2. Summary of Significant Accounting Policies*

### *Accounting Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reported periods. The significant estimates included in the Company's financial statements include the allowance for doubtful accounts, allowance for sales returns and discounts, intangible asset impairment loses, inventory reserves, the estimated lives and carrying value of property and equipment, intangible assets, and impairment lsses. Our management believes the estimates utilized in preparing our financial statements are reasonable. Actual results could differ significantly from these estimates.

### *Revenue Recognition*

We recognize revenue from product sales in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") ASC 605 — *Revenue Recognition*. Revenue from product sales is recognized when substantially all the risks and rewards of ownership have transferred to our customers, the selling price is fixed and collection is reasonably assured. Typically, these criteria are met when our customer's order is received and we receive acknowledgment of receipt by a third party shipper and collection is reasonably assured. Taxes assessed by governmental authorities on revenue producing transactions are excluded from revenue. Taxes collected are recorded as liabilities until their remittance.

The Company provides an allowance for returns and discounts based upon specific customer agreements, past experience and industry knowledge. All significant returns for the periods presented have been offset against gross sales. The Company also provides a reserve for warranties which is included as an accrued expense. The allowance for returns and discounts was approximately $402,000 and $464,000 as of December 31, 2015 and 2014, respectively. The reserve for warranties was approximately $125,000 and $78,000 as of December 31, 2015 and 2014, respectively.

***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable consists of amounts due from the sale of our various consumer products, less an allowance for uncollectible accounts. The allowance for doubtful accounts is based on an evaluation of our outstanding accounts receivable, including the age of amounts due, the financial condition of our specific customers, knowledge of our industry and historical bad debt experience. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based upon management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts was approximately $453,000 and $387,000 as of December 31, 2015 and 2014, respectively.

***Inventories and Advances on Inventory Purchases***

Inventories, which are substantially all finished goods, are stated at the lower of cost or market. Cost is determined using an average cost method. The Company's inventories are acquired and carried for wholesale and retail sale and, accordingly, the carrying value is susceptible to, among other things, market trends and conditions and overall customer demand. The Company uses its best estimates of all available information to establish reasonable inventory quantities. However, these conditions may cause our inventories to become obsolete and/or excessive. We review our inventory for excess or obsolete inventory and write-down obsolete or otherwise unmarketable inventory to its estimated net realizable value. As of December 31, 2015 and 2014, the Company has an inventory allowance of approximately $255,000 and $195,000 for inventory deemed defective, obsolete or slow-moving. For the year ended December 31, 2015 and 2014, the Company recognized a provision for inventory obsolescence within cost of sales of approximately $152,000 and $195,000, respectively.

In-bound freight-related costs from our vendors are included as part of the net cost of merchandise inventories. Other costs associated with acquiring, storing and transporting merchandise inventories are expensed as incurred and included in cost of goods sold.

Advances on inventory purchases represent payments made to our product suppliers in advance of delivery to the Company and are included in prepaid expenses and other current assets. It is common industry practice to require a substantial deposit against products ordered before commencement of manufacturing, particularly with off-shore suppliers. Additional advance payments may also be required upon achievement of certain agreed upon manufacturing or shipment benchmarks. As of December 31, 2015 and 2014, advances on inventory were approximately $235,000 and $89,000, respectively.

Shipping and handling costs are included within selling and marketing expenses.

***Property and Equipment, net***

We record property, equipment and leasehold improvements at historical cost less accumulated depreciation. Expenditures for maintenance and repairs are recorded to expense as incurred; additions and improvements are capitalized. We provide for depreciation using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized on a straight-line basis over the shorter of the useful life of the improvement or the remaining term of the lease. Major classes of depreciable assets at December 31, 2015 were furniture and equipment, manufacturing equipment and tooling, and computer software and equipment with estimated useful lives of 3 years.

We review our long-lived assets, such as property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable from future undiscounted cash flows. Impairment losses are recorded for the excess, if any, of the carrying value over the fair value of the long-lived assets.

***Goodwill and Intangible Assets***

Goodwill is not amortized but is subject to periodic testing for impairment in accordance with ASC Topic 350 *Intangibles - Goodwill and Other*. The test for impairment is conducted annually or more frequently if events occur or circumstances change indicating that the fair value of the goodwill may be below its carrying amount.

The quantitative goodwill impairment test is a two-step process with step one requiring the comparison of the reporting unit's estimated fair value with the carrying amount of its net assets. If necessary, step two of the impairment test determines the amount of goodwill impairment to be recorded when the reporting unit's recorded net assets exceed its fair value. The Company estimates the fair value of the reporting unit using a market approach in combination with a discounted operating cash flow approach. Impairment is assessed by applying a fair value-based test to the Company's total recorded goodwill. The estimates and judgments that most significantly affect the fair value calculations are assumptions, consisting of level three inputs, related to revenue and operating profit growth, discount rates and exit multiples.

The Company determined the goodwill was fully impaired at December 31, 2014. See Note 5.

Intangible assets include acquired patents, trade names and trademarks. Intangible assets with finite lives are amortized using the straight-line method over the estimated economic lives of the assets in accordance with ASC Topic 350 "Intangibles - Goodwill and Other". Long-lived assets, including intangible assets with indefinite lives, are reviewed for impairment on an annual basis or sooner if events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

During the year ended December 31, 2014, the Company determined certain of its intangible assets were wholly or partially impaired and, accordingly, recognized an impairment loss. See Note 5.

***Concentrations***

Credit Risk

Financial instruments that potentially expose us to concentrations of credit risk consist primarily of cash and trade accounts receivable. Cash is held with financial institutions in the United States and from time to time we may have balances that exceed the amount of insurance provided by the Federal Deposit Insurance Corporation on such deposits. Credit is extended to our customers, based on an evaluation of a customer's financial condition and collateral is not required.

Inventory Suppliers

Substantially all of the Company products are manufactured by multiple non-related companies in China. During the year ended December 31, 2015 and 2014, the Company had two and one major manufacturers, respectively, which accounted for approximately 48% and 50%, respectively, of total inventory purchases. Although management believes it could obtain its inventory from other manufacturers at competitive prices and with competitive payment terms, if its relationship with a major manufacturer were terminated, there can be no assurance that the termination of such relationship would not adversely affect the Company.

Customers

During the years ended December 31, 2015 and 2014, the Company had three customers that each exceeded 10% of total revenue. The three customers for the year ended December 31, 2015 represented approximately 50% of total revenue and 31% of accounts receivable. The three customers for the year ended December 31, 2014 represented approximately 39% of total revenue and 51% of accounts receivable.

***Direct Response Advertising and Infomercial Production Costs***

Direct response advertising costs are expensed and classified as selling and marketing when the advertising first airs. Advertising cost expensed for the years ended December 31, 2015 and 2014 was approximately $80,500 and $1,679,000, respectively.

Direct response production costs consist of infomercial production costs. Such costs are deferred until the infomercial airs for the first time. These costs are classified as selling and marketing expenses when expensed. For the years ended December 31, 2015 and 2014, approximately $20,000 and $109,000, respectively, of such costs were expensed.

***Product Development Costs***

Costs of research, new product development and product redesign are charged to general and administrative expense as incurred.

***Patent Renewal Costs***

The Company's intellectual property portfolio consists mainly of patents with respect to the technology and use of its products. Patent renewal and maintenance fees are due at various times over the life of the patent to keep patent in force. The Company expenses these costs as incurred.

***Operating Leases***

The Company records rent payments from operating leases, which generally call for escalating payments over the term of the leases, on a straight-line basis over the lease term, as required in FASB ASC Topic 840 - Leases. The difference between the rent payments and the straight-line basis of such rent is recorded as a deferred rent obligation and is included in accrued expenses and other current liabilities in the balance sheet.

***Fair Value Measurements***

FASB ASC 820 — *Fair Value Measurements and Disclosures,* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC 820 requires disclosures about the fair value of all financial instruments, whether or not recognized, for financial statement purposes. Disclosures about the fair value of financial instruments are based on pertinent information available to us on December 31, 2015 and 2014, respectively. Accordingly, the estimates presented in these financial statements are not necessarily indicative of the amounts that could be realized on disposition of the financial instruments.

FASB ASC 820 specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

The three levels of the fair value hierarchy are as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 includes financial instruments that are valued using models or other valuation methodologies. These models consider various assumptions, including volatility factors, current market prices and contractual prices for the underlying financial instruments. Substantially all of these assumptions are observable in the marketplace, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace.

Level 3 — Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

The carrying amounts reported in the balance sheet for cash, accounts receivable, notes receivable, accounts payable and accrued expenses approximate their fair value based on the short-term maturity of these instruments. The fair value of notes payable are based on borrowing rates that are available to the Company for loans with similar terms, collateral and maturity. The estimated fair value of notes payable approximates the carrying value. Determination of fair value of related party payables and receivables is not practicable due to their related party nature.

***Segment Information***

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions on how to allocate resources and assess performance. The Company's chief operating decision maker is its President. The President views the Company's operations and manages its business as one operating segment. All revenues are earned domestically and internationally. Assets of the Company reside in the United States.

The following table breaks out domestic and international revenues as a percentage of the Company's revenues for the years ended December 31, 2015 and 2014.

| | For the Year Ended December 31, | | | |
|---|---|---|---|---|
| | 2015 | | 2014 | |
| Revenue from external customers: | | | | |
| United States | $ 8,034,566 | 89% | $ 6,282,546 | 95% |
| Foreign | 986,195 | 11% | 335,676 | 5% |
| Total | $ 9,020,761 | | $ 6,618,222 | |

***Accounting Standards Updates***

In May 2014, the FASB issued Accounting Standards Update ("ASU") 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The guidance in this update supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, assets within the scope of Topic 360, *Property, Plant, and Equipment*, and intangible assets within the scope of Topic 350, *Intangibles-Goodwill and Other*, are amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this Update. Under the new guidance, an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In May 2015, the FASB has issued ASU 2015-14, *Revenues from Contracts with Customers (Topic 606),* which deferred the effective date for annual and interim periods. This standard is effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company is currently evaluating the impact that this ASU will have on its financial statements.

In August 2014, the FASB issued ASU 2014-15, "Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"). ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. Specifically, ASU 2014-15 provides a definition of the term substantial doubt and requires an assessment for a period of one year after the date that the financial statements are issued (or available to be issued). It also requires certain disclosures when substantial doubt is alleviated as a result of consideration of management's plans and requires an express statement and other disclosures when substantial doubt is not alleviated. The new standard will be effective for reporting periods beginning after December 15, 2016, with early adoption permitted. Management has not early adopted this standard. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In November 2014, the FASB issued ASU 2014-17, *Business Combinations (Topic 805) – Pushdown Accounting*. The amendments in this update apply to the separate financial statements of an acquired entity and its subsidiaries that are a business or nonprofit activity (either public or nonpublic) upon the occurrence of an event in which an acquirer (an individual or an entity) obtains control of the acquired entity. The amendments are effective on November 18, 2014 and provide an acquired entity with an option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. The Company has not elected to apply pushdown accounting with respect to its years ended December 31, 2015 and 2014 financial statements.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*. ASU 2015-11 applies to all inventory that is measured using first-in, first-out or average cost. The guidance requires an entity to measure inventory at the lower of cost or net realizable value. ASU 2015-11 is effective prospectively for fiscal years, and for interim periods within those years, beginning after December 15, 2016. Early application is permitted. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which provides guidance for accounting for leases. The new guidance requires companies to recognize the assets and liabilities for the rights and obligations created by leased assets. The accounting guidance for lessors will remain relatively largely unchanged. ASU 2016-02 is effective for annual and interim periods beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect the adoption of this amendment will have on the Company's financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest—Imputation of Interest (Subtopic 835-30)*: *Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 provides authoritative guidance related to the presentation of debt issuance costs on the balance sheet, requiring companies to present debt issuance costs as a direct deduction from the carrying value of debt. The amendments in this update are effective for public business entities in fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The new guidance must be applied retrospectively to each prior period presented. The adoption of this guidance did not have a material impact on our financial statements.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740)*: *Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 requires that all deferred tax liabilities and tax assets be classified as non-current in a classified balance sheet, rather than separating such deferred taxes into current and non-current amounts, as is required under current guidance. ASU 2015-17 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2016 and may be applied either prospectively or retrospectively. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall (Subtopic 825-10)*: *Recognition and Measurement of Financial Assets and Financial Liabilities*, which provides guidance for the recognition, measurement, presentation and disclosure of financial assets and financial liabilities. ASU 2016-01 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2017 and, for most provisions, is effective using the cumulative-effect transition approach. Early application is permitted for certain provisions. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In August 2016, the FASB issued ASU 2016-15 *Statement of Cash Flows (Topic 320): "Classification of Certain Cash Receipts and Cash Payments"*. ASU 2016-15 addresses how certain cash receipts and cash payments are presented and classified in the statement of cash flows under Topic 230, *"Statement of Cash Flows"*, and other Topics. ASU 2016-15 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. We do not expect the adoption of this guidance to have a material impact on our financial statements.

**Note 3. Prepaid Expenses and Other Current Assets**

Prepaid expenses and other current assets consist of the following:

| | December 31, 2015 | December 31, 2014 |
|---|---|---|
| Advances on inventory | $ 235,465 | $ 88,749 |
| Prepaid insurance | 11,936 | 11,371 |
| Prepaid media | – | 40,084 |
| Prepaid tradeshow | – | 17,200 |
| Prepaid expenses - other | 12,933 | 13,117 |
| Total | $ 260,334 | $ 170,521 |

**Note 4. Property and Equipment**

The following table summarizes our property and equipment at December 31, 2015 and 2014:

| Description | December 31, 2014 | Additions | Disposals | December 31, 2015 |
|---|---|---|---|---|
| Furniture and equipment | $ 56,800 | $ 696 | $ – | $ 57,496 |
| Manufacturing equipment and tooling | 306,928 | – | (4,216) | 302,712 |
| Computer software and equipment | 44,191 | 4,893 | – | 49,084 |
| Leasehold improvements | 713 | – | – | 713 |
| Total property and equipment | 408,632 | 5,589 | (4,216) | 410,005 |
| Accumulated depreciation | (148,542) | (117,408) | – | (265,950) |
| Property and equipment, net | $ 260,090 | $ (111,819) | $ (4,216) | $ 144,055 |

Depreciation expense for the year ended December 31, 2015 and 2014 was approximately $117,000 and $149,000, respectively. Depreciation expense associated with tooling equipment of approximately $79,000 and $122,000 was included within cost of revenues for the years ended December 31, 2015 and 2014, respectively.

**Note 5. Intangible Assets and Goodwill**

The following table summarizes our goodwill and other intangible assets for the year ended December 31, 2015:

| Intangible Asset | Gross Carrying Amount | Accumulated Amortization | Impairment Loss | Carrying Value |
|---|---|---|---|---|
| Trademarks and trade names | $ 907,094 | $ – | $ – | $ 907,094 |

Management performed a qualitative assessment at December 31, 2015 and determined that it is not more likely than not that the indefinite-lived intangible assets are impaired; and, therefore, Ronco need not calculate the fair value of the intangible assets and perform the quantitative impairment test. The following conditions led to that determination:

- Growth of revenue
- Improvement in gross profit
- Substantial reductions in operating expenses
- Actual revenues and gross profit are in line with prior projections

For the year ended December 31, 2014, the Company recognized an impairment loss on goodwill and other intangible assets of $983,304 and $1,631,223, respectively. The Company determined that significant qualitative conditions existed at December 31, 2014 to warrant an impairment test. The following are the conditions that led to that determination:

- Poor overall financial performance
- Default on various debt agreements
- Insufficient working capital

Goodwill was fully impaired and other intangible assets were partially impaired based on management's assessment. See the following table for the impairment loss recognized on goodwill and the other intangible assets for the year ended December 31, 2014:

| Intangible Asset | Gross Carrying Amount | Accumulated Amortization | Impairment Loss | Carrying Value |
|---|---|---|---|---|
| Patents | $ 1,326,054 | $ 197,536 | $ 1,128,518 | $ – |
| Trademarks and trade names | 1,409,799 | – | 502,705 | 907,094 |
| Goodwill | 983,304 | – | 983,304 | – |
| Total | $ 3,719,157 | $ 197,536 | $ 2,614,527 | $ 907,094 |

Trademarks and trade names are indefinite-lived intangible assets and, accordingly, not subject to amortization.

**Note 6. Accrued Expenses and Other Current Liabilities**

Accrued expenses and other current liabilities consist of the following:

| | December 31, 2015 | December 31, 2014 |
|---|---|---|
| Compensation | $ 91,048 | $ 61,325 |
| Customs fees | 45,817 | 48,003 |
| Excise taxes | 155,156 | 99,740 |
| Interest | 364,753 | 2,559,800 |
| Product warranty | 124,969 | 78,338 |
| Professional fees | 239,000 | 112,000 |
| Property taxes | 172,825 | 125,103 |
| Sales refunds | – | 57,439 |
| Sales taxes | 389,329 | 393,718 |
| Customer deposits | 87,320 | 28,630 |
| Deferred lease obligation | 77,435 | 135,033 |
| Other accrued expenses | – | 20,000 |
| | $ 1,747,652 | $ 3,719,129 |

On March 31, 2015, the Company reclassified its *1.5% Secured Promissory Note* from a third-party note payable to a related-party note payable and, consequently, reclassified the associated accrued interest to "Accrued Expenses – related party" on the balance sheet at December 31, 2015. Approximately $2,300,000 of the accrued interest balance at December 31, 2014 was reclassified. The reclassification had no impact on cash. See Notes 8 and 10 for further information of the circumstances that resulted in the classification change.

**Note 7. Licensing Payable**

On March 31, 2015, in connection with the Debt Acquisition Agreement discussed in Note 8, Ronco granted a lien on its Chip-tastic intellectual property to its former third-party lender and simultaneously entered into a licensing agreement for the use of said intellectual property. The guaranteed licensing fee is $950,000. Payments are to be made quarterly from the net profits realized by Ronco from the commercialization of Chip-tastic™ . The President of Ronco, entered into a personal guarantee agreement with the former third-party lender with respect to this licensing payable. On March 31, 2017, any outstanding portion of the licensing payable is immediately due and payable from Ronco's sources or from Mr. Moore's guarantee. Once the guaranteed licensing fee has been paid in its entirety the lien on the Chip-tastic intellectual property will be removed. No payments have been made as of December 31, 2015.

The Company recorded this guaranteed obligation as a long-term liability. Using the Company's current borrowing rate of 24%, the Company discounted the guaranteed licensing fee and will accrete the licensing payable to the guaranteed licensing fee of $950,000 due on March 31, 2017. The periodic accretion is recorded as interest expense. The recorded amount of the guarantee licensing fee expense and payable on March 31, 2015 was approximately $579,000. At December 31, 2015, the licensing payable was approximately $692,000, and the accretion for the year ended December 31, 2015 was approximately $113,000.

**Note 8. Related-Party Transactions**

*Related-Party Entities*

CD3 Holdings, Inc. ("CD3") – From inception to May 31, 2015, CD3 was the parent company and 100% equity owner of Ronco.

As Seen On TV, Inc. ("ASTV") – As of May 31, 2015 and presently, ASTV is the parent company and 100% equity owner of Ronco. ASTV became the parent company via the Share Purchase Agreement discussed below.

Infusion Brands, Inc. ("Infusion") – A wholly-owned subsidiary of ASTV that has made certain loans to Ronco as well as has made capital contributions of working capital. Infusion also was the primary beneficiary of Ronco from March 7, 2014 through May 31, 2015 as a result of the Debt Participation Agreement discussed below.

RFL Enterprises, LLC ("RFL") – A wholly-owned subsidiary of ASTV that as of March 31, 2015 owns certain of Ronco's debt and preferred stock.

*Debt Participation Agreement*

On March 6, 2014, under the terms of an Amended and Restated RFL Enterprises and Infusion Agreement ("Participation Agreement"), Infusion Brands International, Inc. ("IBI") agreed to the acquisition of all rights with respect to secured debts held by creditors of Ronco. Concurrent with execution of the merger agreement between ASTV and Infusion, Infusion assumed all assets and obligations of IBI, including all rights held by IBI under the Participation Agreement. These rights included the ability to designate a majority of the members of Ronco's board of directors, which became effective in March 2014. The composition of management was the same for both IBI and Infusion on March 6, 2014. The power to direct the activities that most significantly impacted Ronco's economic performance was determined to have occurred when the Participation Agreement was signed on March 6, 2014 with Infusion being deemed the primary beneficiary on that date.

*Share Purchase Agreement*

On May 31, 2015, CD3 and ASTV entered into a stock purchase agreement whereby ASTV acquired 100% of the Ronco common stock that CD3 held. The effect of this transaction made Ronco a wholly-owned subsidiary of ASTV as of the transaction date.

*Receivables*

Ronco had an outstanding receivable from CD3 of approximately $488,000 that contained no payment or interest terms. At December 31, 2014, the Company determined that receivable was uncollectible and, therefore, wrote the promissory note off to bad debt expense.

*Capital Contributions*

During the year ended December 31, 2015, Infusion and ASTV contributed working capital of approximately $441,000 and $526,000, respectively, to the Company.

During the year ended December 31, 2014, Infusion contributed working capital of approximately $1,432,000.

*Loans*

On April 11, 2014, Ronco and Infusion entered into a loan and security agreement. The balance of this loan owed by the Company at December 31, 2015 and 2014 was approximately $651,000. See *18% Loan and Security Agreement* within Note 10 for further discussion.

On May 5, 2014, Ronco issued a promissory note for $200,000 to ASTV. The note requires monthly interest payments at an interest rate of 14% per annum. The balance of this loan owed by the Company at December 31, 2015 and 2014 was $200,000. See *14% Promissory Note* within Note 10 for further discussion.

At various times during the year ended December 31, 2015, Ronco has borrowed working capital from a related-party accredited investor via various on demand loans. The loans are payable on demand and require interest ranging from 18% to 24%.

*Debt Acquisition Agreement*

On March 31, 2015, RFL entered into a Debt Acquisition Agreement ("Agreement") with Ronco's third-party secured lender to acquire the 1.5% Secured Promissory Note, Contingent Promissory Note, and Redeemable Preferred Stock. (See Note 10 and 13 for details of the promissory notes and preferred stock, respectively.) To effectuate the deal, RFL made a payment of $1,400,000 and Ronco agreed to a guaranteed payment of a $950,000 licensing fee (See Note 7) with respect to the use of the Chip-tastic intellectual property.

The President of Ronco held a beneficial ownership in ASTV at the time of the Agreement and continues to hold such as of December 31, 2015; therefore, the promissory notes referred to above are now classified as related-party notes.

*Interest*

During the year ended December 31, 2015 and 2014, Ronco incurred interest expense of approximately $1,172,000 and $91,000, respectively, with respect to the aforementioned related-party loans.

*Debt Forgiveness*

On March 31, 2015, John Kleinert, a related-party accredited investor and Ronco entered into a debt cancellation agreement whereby the 18% Promissory Note for $445,000, as disclosed in Note 10, was completely cancelled with no further obligation of any kind. As a result of this cancellation, the Company recorded an approximate $536,000 capital contribution, which includes forgiven accrued interest of approximately $91,000.

On May 31, 2015, Ronco and CD3 entered into a debt cancellation agreement whereby the CD3 Note was completely cancelled with no further obligation of any kind. As a result of this cancellation, the Company recorded an approximate $3,000,000 capital contribution.

*Accrued expenses*

With respect to the related-party loans discussed above, accrued interest and fees as of December 31, 2015 and 2014 were approximately $3,294,000 and $100,000, respectively.

*Legal Fees*

During the years ended December 31, 2015 and 2014, Ronco paid approximately $20,000 and $0, respectively, for legal services to the audit committee chairman's law firm.

**Note 9. Revolving Loans**

As of December 31, 2015 and 2014, the outstanding revolving loan balances were approximately $2,902,000 and $1,710,000, respectively. The various revolving loans that Ronco utilized for working capital purposes are discussed below. Finance fees incurred with revolving loan balances for the years ended December 31, 2015 and 2014 were approximately $463,000 and $87,000, respectively, and classified as interest expense in the statement of operations.

**P2bi Loan**

On or about May 14, 2015 Ronco entered into a Financing and Security Agreement with P2Binvestor ("P2bi Loan Agreement") with the purpose of facilitating a working capital line of credit ("P2bi Loan"). The term of the P2bi Loan Agreement is through May 14, 2017.

*Borrowing Limits*

In accordance with the P2bi Loan Agreement, P2bInvestor shall from time to time make advances to Ronco against the P2bi Loan so long as the total of all advances outstanding and applicable reserves do not exceed $3,000,000. Advances may be repaid and re-borrowed at any time during the term of the P2bi Loan Agreement. The P2bi Loan available to Ronco is established based on a borrowing base including 80% of accounts receivable sold to P2BInvestor and 30% of the landed cost value of finished goods inventory, but only up to an amount equal to 50% of the borrowing base value of the accounts receivable.

*Fees*

- Financing charge equal to 0.054% daily on the outstanding balance of Advances against the P2bi Loan. The minimum monthly finance charge is $20,000.
- A one-time origination fee in the amount of $45,000.
- Reasonable fees incurred in connection with periodic inventory appraisal, auditing and monitoring conducted by P2Bi in its sole discretion.

*Security Interest*

The Company granted P2Binvestor as collateral a security interest in all presently existing or hereafter arising, now owned or hereafter acquired property including, but not limited to, cash or cash equivalents, accounts, general intangibles including but not limited to patent rights, trademark rights and copyrights in all countries, payment intangibles and software, and all rights in and to domain names in whatever form, and all derivative URLs, contract rights, equipment, investment property, deposit accounts, the collected reserve established hereunder, and accounts or funds in P2BInvestor's possession for any reason, inventory, instruments, chattel paper, documents, insurance proceeds, and all books and records pertaining to accounts and all proceeds and products of the foregoing property.

*Negative and Affirmative Covenants*

The P2bi Loan Agreement contains a variety of negative and affirmative covenants. As of December 31, 2015, the Company believes it was in compliance with the agreement's covenants. No communications of noncompliance were received by the Company from P2bInvestor.

*Guarantees*

The President of Ronco and certain of ASTV's stakeholders have personally guaranteed the P2bi Loan.

**FWC Loan**

On or about September 30, 2014, Ronco entered into a Loan and Security Agreement with Far West Captial ("FWC Loan"). The FWC Loan is based upon a borrowing base comprising of eligible accounts receivable and inventory balances. The maximum amount that can be outstanding is $3,000,000. The loan's interest rate is Prime plus 4%, which is accrued daily and is payable monthly. The FWC Loan matured on or about October 10, 2015.

The following are the major provisions of the FWC Loan:

*Fees*

- A monthly collateral monitoring fee equal to 1.25% of the accounts receivable submitted on the borrowing base submitted on the borrowing base certificates.
- A collateral monitoring fee equal to 1.50% of the eligible inventory submitted on the borrowing base certificates.

*Security interest*

To secure the payment and performance of all of the obligations when due, Ronco granted to the lender a security interest in all of the following: all right, title and interest of Ronco in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all accounts receivable; all inventory; all equipment; all deposit accounts; all general intangibles (including without limitation all payment intangibles and intellectual property); all investment property; all other property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above, and all Ronco's books relating to any and all of the above.

*Financial covenants*

Ronco shall comply with each of the following covenants. Compliance shall be determined as of the end of each fiscal quarter, except as otherwise specifically provided below:

- As of the last day of each fiscal quarter, a ratio of net income plus depreciation and amortization expenses plus interest plus lease expenses (to the extent included in debt service), in each case for the four (4) consecutive fiscal quarters then-ended, to debt service and non-financed capital expenditures calculated for the four (4) consecutive fiscal quarters then-ended of at least 1.0 to 1.0.
- Ronco shall not make capital expenditures exceeding $100,000, in the aggregate in any fiscal year, without the prior written consent of Lender.

The Company does not believe it was in compliance with these covenants as of December 31, 2014 or thereafter. No notice of noncompliance was ever received by the Company. However, on or about June 3, 2015, the Company paid off the outstanding balance of approximately $207,000 and terminated the agreement.

**Note 10. Notes Payable**

The following table summarizes the debt-related activity for the year ended December 31, 2015:

| | December 31, 2014 | Issuances | Accretion | Payments | Extinguishment | Reclass | December 31, 2015 |
|---|---|---|---|---|---|---|---|
| **Current notes payable - related party** | | | | | | | |
| 16% Promissory Note, maturing on January 14, 2015 | $ 3,000,144 | $ – | $ – | $ – | $ (3,000,144) | $ – | $ – |
| 18% Loan and Security Agreement, maturing April, 11, 2014 | 651,237 | – | – | – | – | – | 651,237 |
| 14% Promissory Note, matured on December 31, 2014 | 200,000 | – | – | – | – | – | 200,000 |
| 1.5% Secured Promissory Note, matured on June 14, 2012 | – | – | – | – | – | 8,620,000 | 8,620,000 |
| 18% - 24% Promissory Notes, on demand | – | 987,102 | – | (402,102) | – | – | 585,000 |
| Total current notes payable related party | 3,851,381 | 987,102 | – | (402,102) | (3,000,144) | 8,620,000 | 10,056,237 |
| **Current notes payable - third party** | | | | | | | |
| 1.5% Secured Promissory Note, matured on June 14, 2012 | 8,620,000 | – | – | – | – | (8,620,000) | – |
| 18% Promissory Note, matured on June 30, 2014 | 1,100,000 | – | – | – | – | – | 1,100,000 |
| 18% Promissory Note, matured on March 14, 2014* | 445,040 | – | – | – | (445,040) | – | – |
| Total third party current notes payable | 10,165,040 | – | – | – | (445,040) | (8,620,000) | 1,100,000 |
| Total current notes payable | 14,016,421 | 987,102 | – | (402,102) | (3,445,184) | – | 11,156,237 |
| **Non current notes payable - related party** | | | | | | | |
| 0% contingent promissory note, maturing on December 5, 2017 | 3,770,000 | – | – | – | – | – | 3,770,000 |
| Less: discount on Contingent Promissory Note | (1,531,125) | – | 437,965 | – | – | – | (1,093,160) |
| Total non current related party notes payable | 2,238,875 | – | 437,965 | – | – | – | 2,676,840 |
| Total non current notes payable | 2,238,875 | – | 437,965 | – | – | – | 2,676,840 |
| Total notes payable | $ 16,255,296 | $ 987,102 | $ 437,965 | $ (402,102) | $ (3,445,184) | $ – | $ 13,833,077 |

*This note became a related-party during 2015 prior to its extinguishment

The following is a consolidated schedule of the future payments, based on a period end of December 31, required under notes payable:

| | | |
|---|---|---|
| 2016 | $ | 11,156,237 |
| 2017 | | 3,770,000 |
| Total | $ | 14,926,237 |

The following table summarizes the debt-related activity for the year ended December 31, 2014:

| | December 31, 2013 | Issuances | Accretion | Payments | Extinguishment | Reclass | December 31, 2014 |
|---|---|---|---|---|---|---|---|
| **Current notes payable - related party** | | | | | | | |
| 16% Promissory Note, maturing on January 14, 2015 | $ 3,016,227 | $ – | $ – | $ (16,083) | $ – | $ – | $ 3,000,144 |
| 18% Loan and Security Agreement, maturing April, 11, 2014 | – | 651,237 | – | – | – | – | 651,237 |
| 14% Promissory Note, matured on December 31, 2014 | – | 200,000 | – | – | – | – | 200,000 |
| Total current notes payable related party | 3,016,227 | 851,237 | – | (16,083) | – | – | 3,851,381 |
| **Current notes payable - third party** | | | | | | | |
| 1.5% Secured Promissory Note, matured on June 14, 2012 | 8,620,000 | – | – | – | – | – | 8,620,000 |
| 18% Promissory Note, matured on June 30, 2014 | 1,100,000 | – | – | – | – | – | 1,100,000 |
| 18% Promissory Note, matured on March 14, 2014 | 445,040 | – | – | – | – | – | 445,040 |
| Total third party current notes payable | 10,165,040 | – | – | – | – | – | 10,165,040 |
| Total current notes payable | 13,181,267 | 851,237 | – | (16,083) | – | – | 14,016,421 |
| **Non current notes payable - third party** | | | | | | | |
| 0% contingent promissory note, maturing on December 5, 2017 | 3,770,000 | – | – | – | – | – | 3,770,000 |
| Less: discount on Contingent Promissory Note | (1,901,451) | – | 370,326 | – | – | – | (1,531,125) |
| Total non current third party notes payable | 1,868,549 | – | 370,326 | – | – | – | 2,238,875 |
| Total non current notes payable | 1,868,549 | – | 370,326 | – | – | – | 2,238,875 |
| Total notes payable | $ 15,049,816 | $ 851,237 | $ 370,326 | $ (16,083) | $ – | $ – | $ 16,255,296 |

**Current notes payable – related party**

*16% Promissory Note – Related Party*

On January 14, 2011, Ronco issued a promissory note to CD3 (“CD3 Note”), Ronco’s 100% shareholder and major creditor, in the amount of $3,000,000. The CD3 Note’s interest rate is 16% per annum and is payable quarterly in arrears. The note initially matured on January 14, 2014. On December 31, 2012, the CD3 Note was modified so that beginning January 1, 2012 no interest shall accrue and any accrued and unpaid interest shall be added to principal. The original maturity date of January 14, 2014 was extended to January 14, 2015. At the date of modification, $16,228 of accrued and unpaid interest was added to the principal balance. This modification was considered a troubled debt restructuring. In accordance with ASC 470, Debt, no gain was recognized and no future interest expense will be recognized as the total of the future payments required under the modified terms is equal to the carrying value of the CD3 Note. Subsequent to January 14, 2015, the Company was in default. However, on May 31, 2015, Ronco and CD3 entered into a debt cancellation agreement whereby the CD3 Note was completely cancelled with no further obligation of any kind. As a result of this cancellation, Ronco recorded an approximate $3,000,000 capital contribution reflected as additional paid-in capital.

*18% Loan and Security Agreement*

On April 11, 2014, Ronco and Infusion Brands, Inc. entered into a Loan and Security Agreement ("Loan Agreement"). Ronco may borrow up to $3,000,000 for working capital subject to an Accounts Receivable and Inventory Borrowing Base calculation. Borrowings made are subject to an interest rate of Prime plus 4% (7.25% at December 31, 2015 and 2014) per annum that shall accrue daily and be payable monthly. The Loan Agreement's maturity date is April 11, 2015. As part of the Agreement, Ronco has secured the payment of all borrowings by granting Infusion a security interest in the assets of the Company. At December 31, 2015 and 2014, the outstanding balance of the Loan Agreement was approximately $651,000. On April 11, 2015, Ronco defaulted on this Loan Agreement for nonpayment. At December 31, 2015, the Loan Agreement was in default.

*14% Promissory Note*

On May 5, 2014, Ronco issued a promissory note for $200,000 to ASTV. The note requires monthly interest payments at an interest rate of 14% per annum. Ronco defaulted on this note on December 31, 2014 due to non-payment of principal and interest. All principal and interest with respect to this note is outstanding as of December 31, 2015. At December 31, 2015, the promissory note was in default.

*1.5% Secured Promissory Note*

On January 14, 2011, Ronco issued a secured promissory note in the amount of $11,000,000 and issued a $10,000,000 promissory note ("Contingent Promissory Note") to finance the acquisition of certain of Ronco Acquisition, LLC's assets pursuant to an asset purchase agreement. The secured note required interest at 1.5% per annum paid quarterly in arrears and matured on June 14, 2012. Ronco defaulted on the secured note on June 14, 2012 due to non payment. As a result of the default, the interest rate increased to 8%. The collateral for the secured note is substantially all of Ronco's assets. The outstanding principal balance as of December 31, 2015 and 2014 is $8,620,000. This secured note became a related party note on March 31, 2015 as a result of the RFL Enterprises debt acquisition as discussed in Note 8.

The Contingent Promissory Note is discussed below.

*18% - 24% On Demand Promissory Notes*

At various times during the year ended December 31, 2015, Ronco has borrowed working capital from John Kleinert and his IRA, a related-party accredited investor, via various on demand loans. The loans are uncollateralized and payable on demand and require interest ranging from 18% to 24%. This accredited investor became a related-party during 2015. At December 31, 2015, accrued interest was approximately $26,000.

*18% Promissory Notes*

On March 15, 2013, Ronco entered into a uncollateralized promissory note for $200,000 with John Kleinert who also holds the above on demand promissory notes. The note's interest rate is 18% per annum and is payable monthly in arrears. On September 26, 2013, the note was amended to provide for additional loan proceeds of $250,000. The note's principal amount was amended to $450,000 and all other terms and conditions remained unchanged. The Company defaulted, for nonpayment, on the note when the note matured on March 14, 2014 with an outstanding principal balance of approximately $445,000. On March 31, 2015, Ronco and the note holder entered into a cancellation agreement which completely cancelled the note, including accrued interest, with no further obligation of any kind. The note holder is a related-party and as a result of this cancellation, Ronco recorded a capital contribution of approximately $536,000, which included accrued interest of approximately $91,000.

**Current notes payable – third party**

On June 30, 2013, Ronco entered into a uncollateralized promissory note for $1,100,000 with Fredrick Schulman as agent for Balbo Management, LLC. The promissory note's interest rate is 18% per annum and is payable monthly in arrears. The note matured on June 30, 2014 and is currently in default due to non-payment. At December 31, 2015 and 2014, accrued interest on the note was approximately $365,000 and $167,000, respectively.

**Non-current notes payable – related party**

*Contingent Promissory Note*

The contingent promissory note is non-interest bearing and was issued in a conditional amount not to exceed $10,000,000 with contingent payments. On December 5, 2013, Ronco amended and restated the contingent promissory note's contingent principal amount from $10,000,000 to $3,770,000 and modified the payment timing to the earlier of December 5, 2017 or the 3 year anniversary of the purchase of the secured note by any third party approved by Ronco from the holder of the secured note. As of December 5, 2013, this obligation became probable and estimable and, therefore, Ronco recorded the contingent promissory note as additional purchase price consideration as it was originally issued in connection with the acquisition of certain of Ronco Acquisition, LLC's assets. Since the contingent promissory note is a zero interest loan, Ronco imputed interest at the Company's borrowing rate of 18% at the time and calculated a discount in the amount of approximately $1,925,000. Ronco accretes this discount to interest expense using the effective interest method. This note became a related party note on March 31, 2015 as a result of the RFL Enterprises debt acquisition as discussed in Note 8. As of December 31, 2015, the carrying value of this contingent promissory note is $2,676,840.

**Note 11. Assets and Liabilities Measured at Fair Value**

*Nonrecurring Fair Value Measurements*

The following tables present the assets carried on the balance sheet by level within the hierarchy as of December 31, 2015 and 2014, including any nonrecurring change in fair value recorded.

| Description | December 31, 2014 | Level 1 | Level 2 | Level 3 | December 31, 2015 | Total Losses |
|---|---|---|---|---|---|---|
| Trademarks and tradenames | $ 907,094 | $ – | $ – | $ 907,094 | $ 907,094 | $ – |

| Description | December 31, 2013 | Level 1 | Level 2 | Level 3 | December 31, 2014 | Total Losses |
|---|---|---|---|---|---|---|
| Goodwill | $ 983,304 | $ – | $ – | $ – | $ – | $ 983,304 |
| Patents | 1,476,664 | – | – | – | – | 1,128,518 |
| Trademarks and tradenames | 1,409,799 | – | – | 907,094 | 907,094 | 502,705 |
| | $ 3,869,767 | $ – | $ – | $ 907,094 | $ 907,094 | $ 2,614,527 |

Goodwill and other intangible assets were impaired for a total impairment of approximately $2,615,000 during the year ended December 31, 2014. Income approaches were used to estimate fair value of goodwill and other intangible assets. These valuation techniques utilized a significant number of nonobservable inputs. The main nonobservable inputs used were growth rates, royalty rates and present value rates. The impairments are presented within the operating expense section of the statement of operations. No such impairments were recognized during the year ended December 31, 2015.

See Note 5 for additional information related to goodwill and intangible assets as well as the 2014 impairment losses recognized.

**Note 12. Commitments and Contingencies**

*Lease Agreements*

Ronco, as lessee, entered into an operating lease agreement for office and warehouse space (Original Lease") on February 1, 2014. Rent expense for the year ended December 31, 2015 and 2014 was approximately $365,000 and $300,000, respectively.

Future minimum gross rental payments relating to the Original Lease subsequent to December 31, 2015 are as follows:

| | | |
|---|---|---|
| 2016 | $ | 341,618 |
| Total | $ | 341,618 |

On July 20, 2016, the Company and its landlord entered into a First Amendment to Lease Agreement ("First Amendment") with respect to the Original Lease. The First Amendment extends the lease term to December 31, 2021, reduces the leased space by approximately 22,000 square feet, and reduces the Original Lease base rent. The reduced lease space will take effect on January 1, 2017 ("Reduction Date"). Base rent will remain the same through December 31, 2016.

Future minimum gross rental payments required as a result of the First Amendment subsequent to December 31, 2015 are as follows:

| | | |
|---|---|---|
| 2016 | $ | 341,618 |
| 2017 | | 148,800 |
| 2018 | | 153,264 |
| 2019 | | 157,860 |
| 2020 | | 162,598 |
| Thereafter | | 167,476 |
| Total | $ | 1,131,616 |

On October 28, 2016, the Company and its landlord entered into a second amendment to the Original Lease to adjust the Reduction Date of the First Amendment to be effective November 30, 2016.

On November 1, 2016, the Company entered into a month-to-month lease agreement for approximately 16,000 square feet of temporary warehouse space. The rent for this lease agreement is $10,000 per month.

*Litigation*

From time to time, we are periodically a party to or otherwise involved in legal proceedings arising in the normal and ordinary course of business. As of the date of this report, except as otherwise disclosed below, we are not aware of any proceeding, threatened or pending, against us which, if determined adversely, would have a material effect on our business, results of operations, cash flows or financial position.

On July 17, 2014, Ronco settled a pending lawsuit relating to a claim for breach of contract arising from the failure of Ronco to pay for goods tendered. The amount sought in the lawsuit was approximately $258,000, and Ronco had asserted various counterclaims. However, Ronco agreed to make an immediate $70,000 settlement payment to avoid potential lengthy and costly litigation.

*Sales Tax*

Included in "accrued expenses and other current liabilities" in our balance sheet are sales taxes collected from customers that have not yet been remitted to taxing authorities. Accrued sales taxes at December, 31, 2015 are approximately $389,000. This accrual as of December 31, 2015 includes estimates for interest and penalties for non-payments.

**Note 13. Redeemable Preferred Stock**

Ronco has 200 authorized shares of Preferred Stock, $0.0001 par value. Ronco has designated 100 of such shares as Series A Preferred Stock with a stated value of $27,000 per share. On January 14, 2011, Ronco issued 100 shares of the Series A Preferred Stock as part of the consideration for its purchase of certain assets of Ronco Acquisition, LLC.

***Redemption***

Ronco had the option to redeem all or part of the outstanding shares of Series A Preferred Stock at any time by paying the holders consideration per share equal to the Stated Value as follows: (1) A cash payment in the amount of $13,500 per share; and (2) the balance by issuing and delivering a non-interest bearing promissory note acceptable to the holders in an amount of $13,500 per share maturing on the first anniversary of the date in which the Series A Preferred Stock was redeemed. In the event Ronco did not redeem the Series A Preferred Stock by January 14, 2013, the holders of the Series A Preferred Stock shall have the right to cause Ronco to redeem all or part of the Series A Preferred Stock then outstanding. The redemption price is payable by Ronco by the issuance and delivery of a non-interest bearing promissory note in the amount of $27,000 per share redeemed, maturing as to 1/3 of the principal amount on the 13th day after the redemption date, as to the next 1/3 of the principal amount 210 days after the redemption date, and as to the balance thereafter 395 days after the redemption date. The holders of the Series A Preferred Stock must provide at least 15 days written notice to Ronco in order to redeem all or a part of the Series A Preferred Stock shares and the holder may exercise their rights on one occasion in any twelve month period. Therefore since none of these conditions occurred during the year ended December 31, 2015 and December 31, 2014 these shares do not reach the level of being considered mandatorily redeemable and are classified as mezzanine equity.

Other material features of the Series A Preferred Stock are as follows:

***Dividends***

The holders of Series A Preferred Stock shall be entitled to payment of dividends on their shares at such time that Ronco may declare, order, pay or make a dividend or other distribution on shares of the Common Stock, or other capital stock of Ronco, in such amount as equals 10% of the aggregate amount of such dividends or other distributions inclusive of the dividends and/or other distributions paid or made to the holders of Common Stock, other capital stock and/or Series A Preferred Stock with respect to such dividends or other distributions. No dividends have been declared.

***Liquidation Preference***

In the event of a liquidation or dissolution and winding up of Ronco, whether voluntary or involuntary, the assets of Ronco shall be distributed first to the holders of record of the Series A Preferred Stock, who shall be entitled to receive ratably in full, out of the remaining and lawfully available assets of any nature of Ronco, whether such assets are stated capital or surplus, an amount in cash per outstanding share of Series A Preferred Stock equal to its Stated Value.

***Voting Rights***

The holders of Series A Preferred Stock shall have no right to vote on any matter affecting Ronco, except the affirmative vote of the holders of a majority of the Series A Preferred Stock shall be necessary for Ronco to authorize or effect any of the following:

- Any amendment or repeal of any provision of Ronco's Certificate of Incorporation or Bylaws, if such action would adversely affect the rights, preferences or privileges of the Series A Preferred Stock;
- Creation of any new class or series of stock, or other security convertible into or exercisable or exchangeable for any class or series of stock, having rights, preferences or privileges senior to or pari passu with the Series A Preferred Stock;
- Redemption of any stock or series of Preferred Stock (other than the Series A Preferred Stock), except for the repurchase of stock from employees at fair market value;
- Payment of a cash dividend or other distribution to holders of any class or series of capital stock unless immediately after giving effect to each such payment the Company shall have a reserve of not less than the full amount of the Redemption Price (as defined below);
- Any merger or sale of all or substantially all of the assets or other corporate reorganization or acquisition unless the Series A Preferred Stock is redeemed in full in cash for the Stated Value in connection with such transaction;
- A liquidation or dissolution unless holders of the Series A Preferred Stock shall receive the Stated Value for all of their outstanding shares.

***Transfer Restriction***

No transfer or other disposition of any shares of the Series A Preferred Stock, whether voluntary or involuntary, shall be valid unless such transfer or disposition is approved by Ronco at the Company's sole discretion.

As part of the Debt Acquisition Agreement discussed in Note 8, the Series A Preferred stock was acquired by RFL, a related party. As of December 31, 2015 the Series A Preferred Stock remains outstanding.

**Note 14. Stockholders' Equity**

***Common Stock***

At December 31, 2015 and December 31, 2014, the Company was authorized to issue up to 800 shares of common stock, $.0001 par value per share.

At December 31, 2015 and December 31, 2014, the Company had 800 shares issued and outstanding. Holders are entitled to one vote for each share of common stock (or its equivalent).

***Change of Control***

On May 31, 2015, CD3 transferred 100% of its ownership of Ronco's common stock to ASTV. As a result, Ronco became a wholly-owned subsidiary of ASTV.

***Dividends***

The Company is subject to Delaware law with respect to the payment of dividends. No dividends were declared or paid during the years ended December 31, 2015 and 2014, and we have no present intention to pay any cash dividends in the foreseeable future.

**Note 15. Purchase Order Financing Loan**

On August 17, 2015, Ronco and Capital 2 Thrive, LLC ("C2T") entered into a Purchase Order Finance Agreement whereby from time to time Ronco may request C2T to purchase product or provide financing necessary to fulfill Ronco purchase orders. The approximate fee for each transaction is 6.5%. At December 31, 2015 and 2014, the outstanding purchase order financing loan was approximately $62,000 and $0, respectively.

Financing fees incurred for the year ended December 31, 2015 and 2014 were approximately $30,000 and $0, respectively.

**Note 16. Income Taxes**

The below tables present the Company's current year income tax provision and the temporary differences that result from the differences in recognition criteria of certain income and expense items for financial reporting purposes and income tax purposes.

| | For the Year Ended December 31, | |
|---|---|---|
| | 2015 | 2014 |
| Current: | | |
| Federal income tax | – | – |
| State income tax | – | – |
| Deferred: | | |
| Federal income tax | – | – |
| State income tax | – | – |
| Total provision for income taxes | – | – |

Temporary differences that give rise to deferred tax assets and liabilities are summarized as follows:

| | For the Year Ended December 31, | |
|---|---|---|
| | 2015 | 2014 |
| Deferred tax assets: | | |
| Allowance for uncollectible accounts receivable | 154,003 | 131,586 |
| Intangibles & goodwill | 730,234 | 824,824 |
| Inventory capitalization | 491,913 | 636,833 |
| Inventory valuation reserve | 86,700 | 66,186 |
| Accrued sales returns | 98,889 | 51,204 |
| Accrued legal | – | 6,800 |
| Accrued paid time off | 22,440 | 14,314 |
| Accrued wages | 6,392 | 5,610 |
| Warranty reserve | 42,490 | 26,635 |
| Net operating loss carryforward | 1,328,280 | 4,281,389 |
| Gross deferred tax asset | 2,961,341 | 6,045,381 |
| Less deferred tax asset valuation allowance | (2,941,257) | (6,026,602) |
| Deferred tax asset-net | 20,084 | 18,779 |
| | | |
| Deferred tax liabilities: | | |
| Fixed assets | (20,084) | (18,779) |
| Gross deferred tax liability | (20,084) | (18,779) |
| | | |
| Net deferred tax asset | – | – |

As of December 31, 2015, realization of the Company's net deferred tax assets of approximately $2,941,257 was not considered more likely than not, and accordingly, a valuation allowance of an equal amount was provided. A schedule of net operating loss carry forwards by year follows:

| Year of Expiration | Year Generated | U.S. Losses |
|---|---|---|
| 12/31/2031 | 12/31/2011 | * |
| 12/31/2032 | 12/31/2012 | * |
| 12/31/2033 | 12/31/2013 | * |
| 12/31/2034 | 12/31/2014 | * |
| 12/31/2035 | 12/31/2015 | 3,906,709 |
| | Total: | 3,906,709 |

* Fully Limited by Internal Revenue Code Sec. 382

When there is an ownership change, as defined under Internal Revenue Code section 382, the use of net operating loss and credit carry-forwards may be subject to limitations. On May 31, 2015, Ronco underwent such an ownership change. Accordingly, Ronco's historical net operating losses are subject to full limitation. As a result of this limitation, Ronco expects to lose approximately $13,316,000 of historical net operating losses.

If additional ownership changes occur in the future, the use of the net operating losses listed above could be subject to further limitations.

The Company determined that there were no uncertain tax positions, and accordingly no associated interest and penalties were required to be accrued at December 31, 2015 and 2014, respectively. The Company does not believe that there are any tax positions for which a material change in unrecognized tax benefit or liability is reasonably possible in the next twelve months. The Company believes that there are no uncertain tax positions which, if recognized, would impact the effective tax rate.

The Company has evaluated its open years by major jurisdiction and concluded that the tax years 2012, 2013, 2014 and 2015 remain open to examination by federal and state tax authorities.

Ronco is delinquent in filing its tax returns for the tax years 2014 and 2015.

Below is a reconciliation of the statutory federal income tax rate to the Company's effective tax rate for the years ended December 31, 2015 and 2014.

| | 12/31/2015 | | 12/31/2014 | |
|---|---|---|---|---|
| Tax provision at U.S. federal income tax rate | (1,546,832) | 34.00% | (3,342,223) | 34.00% |
| State income tax provision net of federal | – | 0.00% | – | 0.00% |
| Meals and entertainment | 3,012 | -0.07% | 2,336 | -0.02% |
| Net Operating Loss 382 Adj. | 4,629,166 | -100% | – | 0.00% |
| Change in valuation allowance | (3,085,346) | 65.58% | 3,339,887 | -33.98% |
| Provision for income taxes | – | 0.00% | – | 0.00% |

**Note 17. Subsequent Events**

**Change in Ownership**

On February 16, 2017, Ronco Brands was formed by RNC Investors, William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC to become the holding company of Ronco Holdings, Inc. ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors, LLC pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement shall immediately be terminated and shall each be of no further force or effect.

More specifically, on April 1, 2017 (when the right of revocation by the parties to the Settlement Agreement will lapse), ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares").

On April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares (See Note 13 for further information) which resulted in a capital contribution of approximately $2,700,000.

Loans

Subsequent to December 31, 2015, Ronco Holdings has sold a series of promissory notes in total of approximately $1,460,000 to John Kleinert and his IRA. The promissory notes were memorialized in the Kleinert Note and the Kleinert IRA Note referred to below.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, memorialized by that certain Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

On January 1, 2017, the $1,100,000 promissory note between Fredrick Schulman as agent for Balbo Management, LLC (See *Current notes payable – current* within Note 10 for further information) and Ronco Holdings was amended and restated and reissued in the principal amount of $1,663,236 which includes accrued interest of $563,236 rolled into principal (the "Balbo Promissory Note"). The maturity date is June 30, 2018 and the interest rate remained the same at 18%;

On January 1, 2017, the outstanding loans of John Kleinert and his IRA (Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) (See Note 10 for further information) were evidenced in writing by (i) a certain promissory note, dated January 1, 2017, from Ronco Holdings to John Kleinert with a principal amount of $1,495,000 which accrues interest at 20.16% per year ("Kleinert Note") and (ii) a certain promissory note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 with a principal amount of $300,000 which accrues interest at the rate of 24% per year ("Kleinert IRA Note"; together with Kleinert Note, referred to as the "Kleinert Promissory Notes").

In connection with the settlement discussed above in the "Change of Control" section, the following Ronco Holdings loans will be impacted on April 1, 2017:

(1) RNC Investors will be assigned the secured debt of Ronco Holdings (See *1.5% Secured Promissory Note* within Note 10 for further information) (the "Laurus Note");

(2) The Loan and Security Agreement between Ronco Holdings and Infusion (See *18% Loan and Security Agreement* within Note 10) will be terminated resulting in a capital contribution of approximately $651,000;

(3) The promissory note between Ronco Holdings and ASTV dated May 5, 2014 (See *14% Promissory Note* within Note 10 for further information) will be terminated resulting in a capital contribution of $200,000; and

(4) The Contingent Promissory Note, net of discount, owned by RFL Enterprises (See *Contingent Promissory Note* within Note 10 for further information) will be terminated resulting in a capital contribution of $3,248,485.

**Guaranty and Repayment of Indebtedness to RNC Investors**

In connection with the repayment of the indebtedness of Ronco Holdings to RNC Investors under the Laurus Note (which amounted to $12,323,072 as of December 31, 2016), pursuant to the terms of the Settlement Agreement, Ronco Brands entered into the following transactions, which shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse:

(1) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note, pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(2) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.

**Unaudited Financial Statements for the Six Months Ended June 30, 2016 and 2015**

**Ronco Holdings, Inc.**
**Balance Sheets**

| | (Unaudited) June 30, 2016 | December 31, 2015 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash | $ 176,750 | $ 392,174 |
| Accounts receivable, net | 1,520,527 | 2,495,612 |
| Inventories, net | 2,353,788 | 3,235,396 |
| Prepaid expenses and other current assets | 412,311 | 260,334 |
| Total current assets | 4,463,376 | 6,383,516 |
| | | |
| Property and equipment, net | 239,937 | 144,055 |
| Intangibles | 907,094 | 907,094 |
| Total Assets | $ 5,610,407 | $ 7,434,665 |
| | | |
| **LIABILITIES, REDEEMABLE PREFERRED STOCK AND STOCKHOLDER'S DEFICIT** | | |
| Current Liabilities: | | |
| Accounts payable | $ 5,096,443 | $ 5,789,138 |
| Accrued expenses and other current liabilities | 1,934,226 | 1,747,652 |
| Accrued expenses - related party | 3,744,063 | 3,294,363 |
| Revolving loan | 2,455,668 | 2,902,414 |
| Purchase order financing loan | 393,126 | 62,047 |
| Notes payable - related party | 10,756,237 | 10,056,237 |
| Notes payable - current portion | 1,100,000 | 1,100,000 |
| Total current liabilities | 25,479,763 | 24,951,851 |
| | | |
| Licensing payable | 779,331 | 692,024 |
| Notes payable -related party | 2,926,973 | 2,676,840 |
| Total liabilities | 29,186,067 | 28,320,715 |
| | | |
| Commitments and contingencies (Note 11) | – | – |
| | | |
| Redeemable preferred stock (Note 12) | 2,700,000 | 2,700,000 |
| | | |
| Stockholder's deficit: | | |
| Common stock, $.0001 par value; 800 shares authorized, issued and outstanding at June 30, 2016 and December 31, 2015 | – | – |
| Additional paid-in capital | 5,937,267 | 5,937,267 |
| Accumulated deficit | (32,212,927) | (29,523,317) |
| | | |
| Total stockholder's deficit | (26,275,660) | (23,586,050) |
| | | |
| Total liabilities, redeemable preferred stock and stockholder's deficit | $ 5,610,407 | $ 7,434,665 |

See accompanying notes to condensed financial statements.

**Ronco Holdings, Inc.**
**Statements of Operations**
**(Unaudited)**

| | Six Months Ended June 30, | |
|---|---|---|
| | **2016** | **2015** |
| Revenues | $ 3,562,503 | $ 3,407,010 |
| Cost of revenues | 2,556,509 | 2,253,185 |
| Gross profit | 1,005,994 | 1,153,825 |
| | | |
| Operating expenses: | | |
| Selling and marketing expenses | 571,866 | 836,534 |
| General and administrative expenses | 1,960,218 | 2,096,322 |
| Loss from operations | (1,526,090) | (1,779,031) |
| | | |
| Other (income) expenses: | | |
| Interest expense | 407,450 | 597,003 |
| Interest expense - related party | 756,504 | 457,008 |
| Other | (434) | – |
| Net other (income) expense | 1,163,520 | 1,054,011 |
| | | |
| Loss before provision for income taxes | (2,689,610) | (2,833,042) |
| | | |
| Income tax provision | – | – |
| | | |
| Net loss | $ (2,689,610) | $ (2,833,042) |
| | | |
| Basic and diluted loss per share | $ (3,362) | $ (3,541) |
| | | |
| Basic and diluted weighted-average number of common shares outstanding | 800 | 800 |

See accompanying notes to condensed financial statements.

**Ronco Holdings, Inc.**
**Statements of Stockholder's Deficit**
**For the Six Months Ended June 30, 2016 and 2015**
**(Unaudited)**

| | Shares of Common Stock | Common Stock | Additional Paid in Capital | Accumulated Deficit | Total Stockholder's Deficit |
|---|---|---|---|---|---|
| Balance, December 31, 2015 | 800 | $ – | $ 5,937,267 | $ (29,523,317) | $ (23,586,050) |
| Net loss | – | – | – | (2,689,610) | (2,689,610) |
| Balance, June 30, 2016 | 800 | $ – | $ 5,937,267 | $ (32,212,927) | $ (26,275,660) |

See accompanying notes to condensed financial statements.

**Ronco Holdings, Inc.**
**Statements of Cash Flows**
**(Unaudited)**

| | Six Months Ended June 30, 2016 | 2015 |
|---|---|---|
| Cash flows from operating activities | | |
| Net loss | $ (2,689,610) | $ (2,833,042) |
| Adjustments to reconcile net loss to net cash used in operating activities | | |
| Amortization of debt issuance costs | – | 8,750 |
| Amortization of discount on notes payable | 250,133 | 209,207 |
| Change in present value of license fee payable | 87,308 | 35,443 |
| Depreciation and amortization | 68,704 | 58,739 |
| Provision for allowance for sales refunds, discounts and allowances | – | 87,054 |
| Provision for allowance for uncollectible accounts | 7,166 | 20,600 |
| Provision for inventory obsolescence | – | 113,422 |
| Recognition of licensing fee payable | – | 579,054 |
| Write off of related-party receivable | 164,288 | – |
| Changes in operating assets and liabilities | | |
| Accounts receivable | 803,632 | 1,210,329 |
| Inventories | 1,309,596 | 28,344 |
| Prepaid expenses and other current assets | (151,977) | 93,173 |
| Accounts payable | (692,697) | (893,571) |
| Accrued expenses and other current liabilities | 636,273 | 1,036,228 |
| Net cash used in operating activities | (207,184) | (246,270) |
| | | |
| Cash flows from investing activities | | |
| Purchase of property and equipment | (164,586) | (4,361) |
| Net cash used in investing activities | (164,586) | (4,361) |
| | | |
| Cash flows from financing activities | | |
| Capital contribution from related party | – | 967,313 |
| Proceeds from demand notes | 950,000 | – |
| Net repayments on revolving loan | (543,654) | (1,200,070) |
| Principal payments on demand notes | (250,000) | – |
| Net cash provided by financing activities | 156,346 | (232,757) |
| | | |
| Net decrease in cash | (215,424) | (483,388) |
| Cash at beginning of period | 392,174 | 502,661 |
| Cash at end of period | $ 176,750 | $ 19,273 |
| | | |
| **Supplemental Cash Flow Information** | | |
| Cash paid for interest | $ 365,391 | $ 408,591 |
| Cash paid for income taxes | $ – | $ – |
| **Non Cash Investing and Financing Activities** | | |
| Inventory obtained through purchase order financing agent | $ 427,987 | $ – |
| Payments to purchase order financing agent made directly from revolving loan lender | $ 96,908 | $ – |
| Related parties debt forgiveness | $ – | $ 3,536,000 |
| Repayment of a revolving loan with new revolving loan | $ – | $ 207,000 |

*See additional disclosure of non cash activity in Note 9.

See accompanying notes to condensed financial statements

**RONCO HOLDINGS, INC.**
**NOTES TO FINANCIAL STATEMENTS**
**(Unaudited)**

**Note 1. Description of Our Business, Liquidity and Going Concern**

***Description of Our Business***

Ronco Holdings Inc. (the "Company") was organized as a Corporation under the laws of the State of Delaware on January 11, 2011. Ronco is located in Austin, Texas and is engaged in the development and wholesale and retail sale of consumer products throughout the United States and internationally. Ronco is a provider of proprietary consumer products for the kitchen and home. Ronco's product line sells throughout the year through infomercials, online sales, wholesale distributors and direct retailers.

***Liquidity and Going Concern***

At June 30, 2016, we had a cash balance of approximately $177,000, a working capital deficit of approximately $21,016,000 and an accumulated deficit of approximately $32,213,000. We have experienced losses from operations since our inception and defaulted on our debt, and we have relied on a series of private placements of secured and unsecured promissory notes to fund operations. The Company cannot predict how long it will continue to incur losses or whether it will ever become profitable.

We have undertaken, and will continue to implement, various measures to address our financial condition, including:

- Significantly curtailing costs and consolidating operations, where feasible.
- Seeking debt, equity and other forms of financing, including funding through strategic partnerships.
- Reducing operations to conserve cash.
- Deferring certain marketing activities.
- Investigating and pursuing transactions with third parties, including strategic transactions and relationships.

There can be no assurance that we will be able to secure the additional funding we need. If our efforts to do so are unsuccessful, we will be required to further reduce or eliminate our operations and/or seek relief through a filing under the U.S. Bankruptcy Code. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The accompanying financial statements do not include any adjustments to the recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result from the outcome of these uncertainties.

***Note 2. Summary of Significant Accounting Policies***

***Basis of Presentation***

The accompanying unaudited financial statements of Ronco have been prepared in accordance with Accounting Principles Generally Accepted in the United States of America ("U.S. GAAP") for interim financial information and in accordance with Rule 8-03 of Regulation S-X per Regulation A requirements. Certain information and disclosures normally included in the annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, all adjustments, consisting of normal recurring adjustments considered necessary for a fair presentation, have been included. These interim financial statements should be read in conjunction with the audited annual financial statements of Ronco for the years ended December 31, 2015 and 2014. The results of operations for the six months ended June 30, 2016 are not necessary indicative of the results that may be expected for the full year.

***Accounting Estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reported periods. The significant estimates included in the Company's financial statements include the allowance for doubtful accounts, allowance for sales returns and discounts, inventory reserves, the estimated lives and carrying value of property and equipment and intangible asset impairment losses. Our management believes the estimates utilized in preparing our financial statements are reasonable. Actual results could differ significantly from these estimates.

***Revenue Recognition***

We recognize revenue from product sales in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 605 — *Revenue Recognition*. Revenue from product sales is recognized when substantially all the risks and rewards of ownership have transferred to our customers, the selling price is fixed and collection is reasonably assured. Typically, these criteria are met when our customer's order is received and we receive acknowledgment of receipt by a third party shipper and collection is reasonably assured. Taxes assessed by governmental authorities on revenue producing transactions are excluded from revenue. Taxes collected are recorded as liabilities until their remittance.

The Company provides an allowance for returns and discounts based upon specific customer agreements, past experience and industry knowledge. All significant returns for the periods presented have been offset against gross sales. The Company also provides a reserve for warranties which is included as an accrued expense. The allowance for returns and discounts was approximately $255,000 and $402,000 as of June 30, 2016 and December 31, 2015, respectively. The reserve for warranties was approximately $125,000 as of June 30, 2016 and December 31, 2015.

***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable consists of amounts due from the sale of our various consumer products, less an allowance for uncollectible accounts. The allowance for doubtful accounts is based on an evaluation of our outstanding accounts receivable, including the age of amounts due, the financial condition of our specific customers, knowledge of our industry and historical bad debt experience. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based upon management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts was approximately $441,000 and $453,000 as of June 30, 2016 and December 31, 2015, respectively.

***Inventories and Advances on Inventory Purchases***

Inventories, which are substantially all finished goods, are stated at the lower of cost or market. Cost is determined using an average cost method. We review our inventory for excess or obsolete inventory and write-down obsolete or otherwise unmarketable inventory to its estimated net realizable value. As of June 30, 2016 and December 31, 2015, the Company has an inventory allowance of approximately $255,000 for inventory deemed defective, obsolete or slow-moving. For the six months ended June 30, 2016 and June 30, 2015, the Company recognized a provision for inventory obsolescence within cost of sales of approximately $0 and $113,000, respectively.

In-bound freight-related costs from our vendors are included as part of the net cost of merchandise inventories. Other costs associated with acquiring, storing and transporting merchandise inventories are expensed as incurred and included in cost of goods sold.

Advances on inventory purchases represent payments made to our product suppliers in advance of delivery to the Company and are included in prepaid expenses and other current assets. It is common industry practice to require a substantial deposit against products ordered before commencement of manufacturing, particularly with off-shore suppliers. Additional advance payments may also be required upon achievement of certain agreed upon manufacturing or shipment benchmarks. As of June 30, 2016 and December 31, 2015, advances on inventory were approximately $395,000 and $235,000, respectively.

Shipping and handling costs are included within selling and marketing expenses.

***Property and Equipment, net***

We record property, equipment and leasehold improvements at historical cost less accumulated depreciation. Expenditures for maintenance and repairs are recorded to expense as incurred; additions and improvements are capitalized. We provide for depreciation using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized on a straight-line basis over the shorter of the useful life of the improvement or the remaining term of the lease. Major classes of depreciable assets at June 30, 2016 were furniture and equipment, manufacturing equipment and tooling, and computer software and equipment with estimated useful lives of 3 years.

We review our long-lived assets, such as property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable from future undiscounted cash flows. Impairment losses are recorded for the excess, if any, of the carrying value over the fair value of the long-lived assets.

***Intangible Assets***

Intangible assets include acquired trade names and trademarks. In accordance with ASC Topic 350 *Intangibles - Goodwill and Other*, long-lived assets, including intangible assets with indefinite lives, are reviewed on an annual basis for impairment or sooner whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

***Concentrations***

Credit Risk

Financial instruments that potentially expose us to concentrations of credit risk consist primarily of cash and trade accounts receivable. Cash is held with financial institutions in the United States and from time to time we may have balances that exceed the amount of insurance provided by the Federal Deposit Insurance Corporation on such deposits. Credit is extended to our customers, based on an evaluation of a customer's financial condition and collateral is not required.

Inventory Suppliers

Substantially all of the Company products are manufactured by multiple non-related companies in China. During the six months ended June 30, 2016 and 2015, the Company had two and one major manufacturers, respectively, which accounted for approximately 58% and 48%, respectively, of total inventory purchases. Although management believes it could obtain its inventory from other manufacturers at competitive prices and with competitive payment terms, if its relationship with a major manufacturer were terminated, there can be no assurance that the termination of such relationship would not adversely affect the Company.

Customers

During the six months ended June 30, 2016 and 2015, the Company had four and one customers, respectively, that each exceeded 10% of total revenue. The four customers for the six months ended June 30, 2016 represented approximately 59% of total revenue and 76% of accounts receivable. The one customer for the six months ended June 30, 2015 represented approximately 42% of total revenue and 3% of accounts receivable.

***Direct Response Advertising and Infomercial Production Costs***

Direct response advertising costs are expensed and classified as selling and marketing when the advertising first airs. Advertising cost expensed for the six months ended June 30, 2016 and June 30, 2015 was approximately $18,000 and $58,000, respectively.

Direct response production costs consist of infomercial production costs. Such costs are deferred until the infomercial airs for the first time. These costs are classified as selling and marketing expenses when expensed and were not significant during the six months ended June 30, 2016 and 2015.

***Product Development Costs***

Costs of research, new product development and product redesign are charged to general and administrative expense as incurred.

***Operating Leases***

The Company records rent payments from operating leases, which generally call for escalating payments over the term of the leases, on a straight-line basis over the lease term, as required in FASB ASC Topic 840 - Leases. The difference between the rent payments and straight-line basis of such rent is recorded as deferred rent obligation and is included in accrued expenses and other current liabilities in the balance sheet.

***Fair Value Measurements***

FASB ASC 820 — *Fair Value Measurements and Disclosures,* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC 820 requires disclosures about the fair value of all financial instruments, whether or not recognized, for financial statement purposes. Disclosures about the fair value of financial instruments are based on pertinent information available to us on June 30, 2016 and December 31, 2015, respectively. Accordingly, the estimates presented in these financial statements are not necessarily indicative of the amounts that could be realized on disposition of the financial instruments.

FASB ASC 820 specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

The three levels of the fair value hierarchy are as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.

Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 includes financial instruments that are valued using models or other valuation methodologies. These models consider various assumptions, including volatility factors, current market prices and contractual prices for the underlying financial instruments. Substantially all of these assumptions are observable in the marketplace, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace.

Level 3 — Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

The carrying amounts reported in the condensed balance sheet for cash, accounts receivable, notes receivable, accounts payable and accrued expenses approximate their fair value based on the short-term maturity of these instruments. The fair value of notes payable are based on borrowing rates that are available to the Company for loans with similar terms, collateral and maturity. The estimated fair value of notes payable approximates the carrying value. Determination of fair value of related party payables is not practicable due to their related party nature.

***Segment Information***

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions on how to allocate resources and assess performance. The Company's chief operating decision maker is its President. The President manages the business as one operating segment. All revenues are earned domestically and internationally. Assets of the Company reside in the United States.

The following table breaks out domestic and international revenues as a percentage of the Company’s revenues.

| | For the Six Months Ended June 30, | | | |
|---|---|---|---|---|
| | **2016** | | **2015** | |
| Revenue from external customers: | | | | |
| United States | $ 3,191,586 | 90% | $ 3,082,708 | 90% |
| Foreign | 370,917 | 10% | 324,302 | 10% |
| Total | $ 3,562,503 | | $ 3,407,010 | |

***Accounting Standards Updates***

In May 2014, the FASB issued Accounting Standards Update (“ASU”) 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The guidance in this update supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*. In addition, the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, assets within the scope of Topic 360, *Property, Plant, and Equipment*, and intangible assets within the scope of Topic 350, *Intangibles-Goodwill and Other*, are amended to be consistent with the guidance on recognition and measurement (including the constraint on revenue) in this Update. Under the new guidance, an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In May 2015, the FASB has issued ASU 2015-14, *Revenues from Contracts with Customers (Topic 606),* which deferred the effective date for annual and interim periods. This standard is effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company is currently evaluating the impact that this ASU will have on its financial statements.

In August 2014, the FASB issued ASU 2014-15, "Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"). ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. Specifically, ASU 2014-15 provides a definition of the term substantial doubt and requires an assessment for a period of one year after the date that the financial statements are issued (or available to be issued). It also requires certain disclosures when substantial doubt is alleviated as a result of consideration of management's plans and requires an express statement and other disclosures when substantial doubt is not alleviated. The new standard will be effective for reporting periods beginning after December 15, 2016, with early adoption permitted. Management has not early adopted this standard. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In November 2014, the FASB issued ASU 2014-17, *Business Combinations (Topic 805) – Pushdown Accounting*. The amendments in this update apply to the separate financial statements of an acquired entity and its subsidiaries that are a business or nonprofit activity (either public or nonpublic) upon the occurrence of an event in which an acquirer (an individual or an entity) obtains control of the acquired entity. The amendments are effective on November 18, 2014 and provide an acquired entity with an option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. The Company has not elected to apply pushdown accounting.

In July 2015, the FASB issued ASU 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*. ASU 2015-11 applies to all inventory that is measured using first-in, first-out or average cost. The guidance requires an entity to measure inventory at the lower of cost or net realizable value. ASU 2015-11 is effective prospectively for fiscal years, and for interim periods within those years, beginning after December 15, 2016. Early application is permitted. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which provides guidance for accounting for leases. The new guidance requires companies to recognize the assets and liabilities for the rights and obligations created by leased assets. The accounting guidance for lessors will remain relatively largely unchanged. ASU 2016-02 is effective for annual and interim periods beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect the adoption of this amendment will have on the Company's financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 provides authoritative guidance related to the presentation of debt issuance costs on the balance sheet, requiring companies to present debt issuance costs as a direct deduction from the carrying value of debt. The amendments in this update are effective for public business entities in fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The new guidance must be applied retrospectively to each prior period presented. The adoption of this guidance did not have a material impact on our financial statements.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 requires that all deferred tax liabilities and tax assets be classified as non-current in a classified balance sheet, rather than separating such deferred taxes into current and non-current amounts, as is required under current guidance. ASU 2015-17 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2016 and may be applied either prospectively or retrospectively. We do not expect the adoption of this guidance to have a material impact on our financial statements.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which provides guidance for the recognition, measurement, presentation and disclosure of financial assets and financial liabilities. ASU 2016-01 is effective for fiscal years, and for interim periods within those years, beginning after December 15, 2017 and, for most provisions, is effective using the cumulative-effect transition approach. Early application is permitted for certain provisions. The Company is currently evaluating the effect the adoption of this amendment will have on the Company's financial statements.

In August 2016, the FASB issued ASU 2016-15 *"Classification of Certain Cash Receipts and Cash Payments"*. ASU 2016-15 addresses how certain cash receipts and cash payments are presented and classified in the statement of cash flows under Topic 230, *"Statement of Cash Flows"*, and other Topics. ASU 2016-15 is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2017. We do not expect the adoption of this guidance to have a material impact on our financial statements.

**Note 3. Prepaid Expenses and Other Current Assets**

Prepaid expenses and other current assets consist of the following:

| | June 30, 2016 | December 31, 2015 |
|---|---|---|
| Advances on inventory | $ 395,200 | $ 235,465 |
| Prepaid insurance | 12,590 | 11,936 |
| Prepaid expenses - other | 4,521 | 12,933 |
| Total | $ 412,311 | $ 260,334 |

**Note 4. Property and Equipment**

The following table summarizes our property and equipment at June 30, 2016 and December 31, 2015:

| | December 31, 2015 | Additions | Disposals | June 30, 2016 |
|---|---|---|---|---|
| Furniture and equipment | $ 57,496 | $ 7,036 | $ – | $ 64,532 |
| Manufacturing equipment and tooling | 302,712 | 156,150 | – | 458,862 |
| Computer software and equipment | 49,084 | 1,400 | – | 50,484 |
| Leasehold improvements | 713 | – | – | 713 |
| Total property and equipment | 410,005 | 164,586 | – | 574,591 |
| Accumulated depreciation | (265,950) | (68,704) | – | (334,654) |
| Property and equipment, net | $ 144,055 | $ 95,882 | $ – | $ 239,937 |

Depreciation expense for the six months ended June 30, 2016 and 2015 was approximately $69,000 and $59,000, respectively. Depreciation expense associated with tooling equipment of approximately $51,000 and $40,000 was included within cost of revenues for the six months ended June 30, 2016 and 2015, respectively.

**Note 5. Accrued Expenses and Other Current Liabilities**

Accrued expenses and other current liabilities consist of the following at June 30, 2016 and December 31, 2015:

| | June 30, 2016 | December 31, 2015 |
|---|---|---|
| Compensation | $ 128,850 | $ 91,048 |
| Customs fees | 46,581 | 45,817 |
| Excise taxes | 165,373 | 155,156 |
| Interest | 463,483 | 364,753 |
| Product warranty | 124,969 | 124,969 |
| Professional fees | 329,000 | 239,000 |
| Property taxes | 196,687 | 172,825 |
| Sales refunds | 13,104 | – |
| Sales taxes | 405,598 | 389,329 |
| Customer deposits | 19,971 | 87,320 |
| Deferred lease obligation | 40,610 | 77,435 |
| Total | $ 1,934,226 | $ 1,747,652 |

**Note 6. Related-Party Transactions**

*Related-Party Entities*

CD3 Holdings, Inc. ("CD3") – From inception to May 31, 2015, CD3 was the parent company and 100% equity owner of Ronco.

As Seen On TV, Inc. ("ASTV") – As of May 31, 2015 and presently, ASTV is the parent company and 100% equity owner of Ronco. ASTV became the parent company via the Share Purchase Agreement discussed below.

Infusion Brands, Inc. ("Infusion") – A wholly-owned subsidiary of ASTV that has made certain loans to Ronco as well as has made capital contributions of working capital. Infusion also was the primary beneficiary of Ronco from March 7, 2014 through May 31, 2015 as a result of the Debt Participation Agreement discussed below.

RFL Enterprises, LLC ("RFL") – A wholly-owned subsidiary of ASTV that as of March 31, 2015 owns certain of Ronco's debt and preferred stock.

*Debt Participation Agreement*

On March 6, 2014, under the terms of an Amended and Restated RFL Enterprises and Infusion Agreement ("Participation Agreement"), Infusion Brands International, Inc. ("IBI") agreed to the acquisition of all rights with respect to secured debts held by creditors of Ronco. Concurrent with execution of the merger agreement between ASTV and Infusion, Infusion assumed all assets and obligations of IBI, including all rights held by IBI under the Participation Agreement. These rights included the ability to designate a majority of the members of Ronco's board of directors, which became effective in March 2014. The composition of management was the same for both IBI and Infusion on March 6, 2014. The power to direct the activities that most significantly impacted Ronco's economic performance was determined to have occurred when the Participation Agreement was signed on March 6, 2014 with Infusion being deemed the primary beneficiary on that date.

*Share Purchase Agreement*

On May 31, 2015, CD3 and ASTV entered into a stock purchase agreement whereby ASTV acquired 100% of the Ronco common stock that CD3 held. The effect of this transaction made Ronco a wholly-owned subsidiary of ASTV as of the transaction date.

*Capital Contributions*

During the six months ended June 30, 2015, Ronco received capital contributions from ASTV and Infusion in the amounts of approximately $526,000 and $441,000, respectively.

*Loans*

On April 11, 2014, Ronco and Infusion entered into a loan and security agreement. The balance of this loan owed by the Company at June 30, 2016 and December 31, 2015 was approximately $651,000. See *18% Loan and Security Agreement* within Note 9 for further discussion.

On May 5, 2014, Ronco issued an uncollateralized promissory note for $200,000 to ASTV. The balance of this loan owed by the Company at June 30, 2016 and December 31, 2015 was $200,000. The note requires monthly interest payments at an interest rate of 14% per annum. See *14% Promissory Note* within Note 9 for further discussion.

At various times during the six months ended June 30, 2016, Ronco has borrowed working capital from a related-party accredited investor via various uncollateralized on demand loans. The loans are payable on demand and require interest payments at an interest rate of 24% per annum.

*Debt Acquisition Agreement*

On March 31, 2015, RFL entered into a Debt Acquisition Agreement ("Agreement") with Ronco's third-party secured lender to acquire the 1*.5% Secured Promissory Note*, *Contingent Promissory Note*, and Redeemable Preferred Stock. (See Note 9 and 12 for details of the promissory notes and preferred stock, respectively.) To effectuate the deal, RFL made a payment of $1,400,000 and Ronco agreed to guarantee the payment of a $950,000 licensing fee with respect to the use of the Chip-tastic intellectual property. As of June 30, 2016, the Company had not made any payments towards the licensing fee payable.

The President of Ronco held a beneficial ownership in ASTV at the time of the Agreement and continues to hold such as of June 30, 2016; therefore, the promissory notes referred to above are classified as related-party notes.

*Interest*

For the year ended June 30, 2016 and 2015, Ronco incurred interest expense of approximately $756,000 and $457,000, respectively, with respect to the aforementioned related-party loans.

*Debt Forgiveness*

On March 31, 2015, a related-party accredited investor and Ronco entered into a debt cancellation agreement whereby the 18% Promissory Note for $445,000, as disclosed in Note 9, was completely cancelled with no further obligation of any kind. As a result of this cancellation, the Company recorded an approximate $536,000 capital contribution, which includes forgiven accrued interest of approximately $91,000.

On May 31, 2015, Ronco and CD3 entered into a debt cancellation agreement whereby the CD3 Note was completely cancelled with no further obligation of any kind. As a result of this cancellation, the Company recorded an approximate $3,000,000 capital contribution.

*Receivables*

Ronco had outstanding receivables from ASTV and Infusion of approximately $164,000 as of June 30, 2016 for payments made on behalf of the related parties. The Company determined that the receivable was uncollectable and therefore wrote the receivable off to bad debt expense.

*Accrued expenses*

With respect to the related-party loans discussed above, accrued interest and fees as of June 30, 2016 and December 31, 2015, were approximately $3,744,000 and $3,294,000, respectively.

*Legal Fees*

During the six months ended June 30, 2016 and 2015, Ronco paid approximately $16,600 and $0, respectively, for legal services to the audit committee chairman's law firm.

**Note 7. Revolving Loans**

As of June 30, 2016 and December 31, 2015, the outstanding revolving loan balances were approximately $2,456,000 and $2,902,000, respectively. The various revolving loans that Ronco utilized for working capital purposes are discussed below. Finance fees incurred with revolving loan balances for the six months ended June 30, 2016 and 2015 were approximately $200,000 and $267,000, respectively, and classified as interest expense in the statement of operations.

**P2bi Loan**

On or about May 14, 2015 Ronco entered into a Financing and Security Agreement with P2Binvestor ("P2bi Loan Agreement") with the purpose of facilitating a working capital line of credit ("P2bi Loan"). The term of the P2bi Loan Agreement is through May 14, 2017.

*Borrowing Limits*

In accordance with the P2bi Loan Agreement, P2bInvestor shall from time to time make advances to Ronco against the P2bi Loan so long as the total of all advances outstanding and applicable reserves do not exceed $3,000,000. Advances may be repaid and re-borrowed at any time during the term of the P2bi Loan Agreement. The P2bi Loan available to Ronco is established based on a borrowing base including 80% of accounts receivable sold to P2BInvestor and 30% of the landed cost value of finished goods inventory, but only up to an amount equal to 50% of the borrowing base value of the accounts receivable.

*Fees*

- Financing charge equal to 0.054% daily on the outstanding balance of Advances against the P2bi Loan. The minimum monthly finance charge is $20,000.
- A one-time origination fee in the amount of $45,000.
- Reasonable fees incurred in connection with periodic inventory appraisal, auditing and monitoring conducted by P2Bi in its sole discretion.

*Security Interest*

The Company granted P2Binvestor as collateral a security interest in all presently existing or hereafter arising, now owned or hereafter acquired property including, but not limited to, cash or cash equivalents, accounts, general intangibles including but not limited to patent rights, trademark rights and copyrights in all countries, payment intangibles and software, and all rights in and to domain names in whatever form, and all derivative URLs, contract rights, equipment, investment property, deposit accounts, the collected reserve established hereunder, and accounts or funds in P2BInvestor's possession for any reason, inventory, instruments, chattel paper, documents, insurance proceeds, and all books and records pertaining to accounts and all proceeds and products of the foregoing property.

*Negative and Affirmative Covenants*

The P2bi Loan Agreement contains a variety of negative and affirmative covenants. As of June 30, 2016 and December 31, 2015, the Company believes it was in compliance with the agreement's covenants. No communications of noncompliance were received by the Company from P2bInvestor.

*Guarantees*

The President of Ronco and certain of ASTV's stakeholders have personally guaranteed the P2bi Loan.

**FWC Loan**

On or about October 10, 2014, Ronco entered into a Loan and Security Agreement with Far West Captial ("FWC Loan"). The FWC Loan is based upon a borrowing base comprising of eligible accounts receivable and inventory balances. The maximum amount that can be outstanding is $4,000,000. The loan's interest rate is Prime plus 4%, which is accrued daily and is payable monthly. The FWC Loan matures on or about October 10, 2015.

The following are the major provisions of the FWC Loan:

*Fees*

- A monthly collateral monitoring fee equal to 1.25% of the accounts receivable submitted on the borrowing base submitted on the borrowing base certificates.
- A collateral monitoring fee equal to 1.50% of the eligible inventory submitted on the borrowing base certificates.

*Security interest*

To secure the payment and performance of all of the obligations when due, Ronco granted to the lender a security interest in all of the following: all right, title and interest of Ronco in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all accounts receivable; all inventory; all equipment; all deposit accounts; all general intangibles (including without limitation all payment intangibles and intellectual property); all investment property; all other property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above, and all Ronco's books relating to any and all of the above.

*Financial covenants*

Ronco shall comply with each of the following covenants. Compliance shall be determined as of the end of each fiscal quarter, except as otherwise specifically provided below:

- As of the last day of each fiscal quarter, a ratio of net income plus depreciation and amortization expenses plus interest plus lease expenses (to the extent included in debt service), in each case for the four (4) consecutive fiscal quarters then-ended, to debt service and non-financed capital expenditures calculated for the four (4) consecutive fiscal quarters then-ended of at least 1.0 to 1.0.
- Ronco shall not make capital expenditures exceeding $100,000, in the aggregate in any fiscal year, without the prior written consent of Lender.

The Company does not believe it was in compliance with these covenants during the six months ended June 30, 2015. No notice of noncompliance was ever received by the Company. However, on or about June 3, 2015, the Company paid off the outstanding balance of approximately $207,000 and terminated the agreement.

**Note 8. Purchase Order Financing Loan**

On August 17, 2015, Ronco and Capital 2 Thrive, LLC ("C2T") entered into a Purchase Order Finance Agreement whereby from time to time Ronco may request C2T to purchase product or provide financing necessary to fulfill Ronco purchase orders. The approximate fee for each transaction is 6.5%. At June 30, 2016 and December 31, 2015, the outstanding purchase order financing loan was approximately $393,000 and $62,000, respectively.

Financing fees incurred for the six months ended June 30, 2016 and June 30, 2015 were approximately $28,000 and $0, respectively.

**Note 9. Notes Payable**

The following table summarizes the outstanding debt as of June 30, 2016 and December 31, 2015:

| | December 31, 2015 | Issuances | Accretion | Payments | June 30, 2016 |
|---|---|---|---|---|---|
| **Current notes payable related party** | | | | | |
| 18% Loan and Security Agreement, maturing April, 11, 2014 | $ 651,237 | $ – | $ – | $ – | $ 651,237 |
| 14% Promissory Note, matured on December 31, 2014 | 200,000 | – | – | – | 200,000 |
| 1.5% Secured Promissory Note, matured on June 14, 2012 | 8,620,000 | – | – | – | 8,620,000 |
| 24% Promissory Notes, on demand | 585,000 | 950,000 | – | (250,000) | 1,285,000 |
| Total current notes payable related party | 10,056,237 | 950,000 | – | (250,000) | 10,756,237 |
| **Current notes payable - third party** | | | | | |
| 18% Promissory Note, matured on June 30, 2014 | 1,100,000 | – | – | – | 1,100,000 |
| Total third party current notes payable | 1,100,000 | – | – | – | 1,100,000 |
| Total current notes payable | 11,156,237 | 950,000 | – | (250,000) | 11,856,237 |
| **Non current notes payable - related party** | | | | | |
| 0% contingent promissory note, maturing on December 5, 2017 | 3,770,000 | – | – | – | 3,770,000 |
| Less: discount on Contingent Promissory Note | (1,093,160) | – | 250,133 | – | (843,027) |
| Total non current related party notes payable | 2,676,840 | – | 250,133 | – | 2,926,973 |
| Total non current notes payable | 2,676,840 | – | 250,133 | – | 2,926,973 |
| Total notes payable | $ 13,833,077 | $ 950,000 | $ 250,133 | $ (250,000) | $ 14,783,210 |

The following is a consolidated schedule of the future payments required under notes payable:

| | |
|---|---|
| 2016 Remaining | $ 11,856,237 |
| 2017 | 3,770,000 |
| Total | $ 15,626,237 |

**Current notes payable – related party**

*18% Loan and Security Agreement*

On April 11, 2014, Ronco and Infusion Brands, Inc. entered into a Loan and Security Agreement ("Loan Agreement"). Ronco may borrow up to $3,000,000 for working capital subject to an Accounts Receivable and Inventory Borrowing Base calculation. Borrowings made are subject to an interest rate of Prime plus 4% (7.5% at June 30, 2016 and December 31, 2015 per annum that shall accrue daily and be payable monthly. The Loan Agreement's maturity date is April 11, 2015. As part of the Agreement, Ronco has secured the payment of all borrowings by granting Infusion a security interest in the assets of the Company. At June 30, 2016 and December 31, 2015, the outstanding balance of the Loan Agreement was approximately $651,000. On April 11, 2015, Ronco defaulted on this Loan Agreement for nonpayment. At June 30, 2016, the Loan Agreement was in default.

*14% Promissory Note*

On May 5, 2014, Ronco issued a uncollateralized promissory note for $200,000 to ASTV. The note requires monthly interest payments at an interest rate of 14% per annum. Ronco defaulted on this note on December 31, 2014 due to non-payment of principal and interest. All principal and interest with respect to this note is outstanding as of June 30, 2016 and December 31, 2015. At June 30, 2016, the promissory note was in default.

*1.5% Secured Promissory Note*

On January 14, 2011, Ronco issued a secured promissory note in the amount of $11,000,000 and issued a $10,000,000 promissory note (“Contingent Promissory Note”) to finance the acquisition of certain of Ronco Acquisition, LLC’s assets pursuant to an asset purchase agreement. The secured note required interest at 1.5% per annum paid quarterly in arrears and matured on June 14, 2012. Ronco defaulted on the secured note on June 14, 2012 due to non payment. As a result of the default, the interest rate increased to 8%. The collateral for the secured note is substantially all of Ronco’s assets. The outstanding principal balance as of June 30, 2016 and December 31, 2015 is $8,620,000. This secured note became a related party note on March 31, 2015 as a result of the RFL Enterprises debt acquisition as discussed in Note 6. This relationship change caused a non-cash reclassification entry within the “Notes Payable –Related Party” and Notes Payable – Current Portion” financial statement lines of the balance sheet in the amount of $8,620,000.

The Contingent Promissory Note is discussed below.

*18% Promissory Note*

On March 15, 2013, Ronco entered into an uncollateralized promissory note for $200,000 from a related-party accredited investor. The note’s interest rate is 18% per annum and is payable monthly in arrears. On September 26, 2013, the note was amended to provide for additional loan proceeds of $250,000. The note's principal amount was amended to $450,000 and all other terms and conditions remained unchanged. The Company defaulted, for nonpayment, on the note when the note matured on March 14, 2014 with an outstanding principal balance of approximately $445,000. On March 31, 2015, Ronco and the note holder entered into a cancellation agreement which completely cancelled the note, including accrued interest, with no further obligation of any kind. The note holder is a related-party and as a result of this cancellation, Ronco recorded a capital contribution of approximately $536,000, which included accrued interest of approximately $91,000.

*24% On Demand Promissory Notes*

At various times, Ronco has borrowed working capital through a series of various uncollateralized demand loans from the same related-party that held the above 18% Promissory Note. The loans are payable on demand and require interest at 24%. As of June 30, 2016 and December 31, 2015, the aggregate balance of these loans was $1,285,000 and $585,000, respectively. During the six months ended June 30, 2016 and 2015, an aggregate principal of $950,000 and $0, respectively, was borrowed. During the six months ended June 30, 2016, approximately $250,000 of principal has been repaid. As of June 30, 2016 and December 31, 2015 accrued interest was approximately $44,000 and $26,000, respectively.

**Current notes payable – third party**

On June 30, 2013, Ronco entered into an uncollateralized promissory note for $1,100,000. The promissory note's interest rate is 18% per annum and is payable monthly in arrears. The note matured on June 30, 2014 and is currently in default due to non payment. At June 30, 2016 and December 31, 2015 accrued interest was approximately $464,000 and $365,000, respectively.

**Non-current notes payable – related party**

*Contingent Promissory Note*

The contingent promissory note is non-interest bearing and was issued in a conditional amount not to exceed $10,000,000 with contingent payments. On December 5, 2013, Ronco amended and restated the contingent promissory note's contingent principal amount from $10,000,000 to $3,770,000 and modified the payment timing to the earlier of December 5, 2017 or the 3 year anniversary of the purchase of the secured note by any third party approved by Ronco from the holder of the secured note. As of December 5, 2013, this obligation became probable and estimable and, therefore, Ronco recorded the contingent promissory note as additional purchase price consideration as it was originally issued in connection with the acquisition of certain of Ronco Acquisition, LLC's assets. Since the contingent promissory note is a zero interest loan, Ronco imputed interest at the Company's borrowing rate of 18% at the time and calculated a discount in the amount of approximately $1,925,000. Ronco accretes this discount to interest expense using the effective interest method. This note became a related party note on March 31, 2015 as a result of the RFL Enterprises debt acquisition as discussed in Note 6. The balance of this note at June 30, 2016 and December 31, 2015 was approximately $2,927,000 and $2,677,000, respectively.

**Note 10. Licensing Payable**

On March 31, 2015, in connection with the Debt Acquisition Agreement discussed in Note 6, Ronco granted a lien on its Chip-tastic intellectual property to its former third-party lender and simultaneously entered into a licensing agreement for the use of said intellectual property. The guaranteed licensing fee is $950,000. Payments are to be made quarterly from the net profits realized by Ronco from the commercialization of Chip-tastic™ . The President of Ronco, entered into a personal guarantee agreement with the former third-party lender with respect to this licensing payable. On March 31, 2017, any outstanding portion of the licensing payable is immediately due and payable from Ronco's sources or from Mr. Moore's guarantee. Once the guaranteed licensing fee has been paid in its entirety the lien on the Chip-tastic intellectual property will be removed. No payments have been made as of June 30, 2016.

The Company recorded this guaranteed obligation as a long-term liability. Using the Company's current borrowing rate of 24%, the Company discounted the guaranteed licensing fee and will accrete the licensing payable to the guaranteed licensing fee of $950,000 due on March 31, 2017. The periodic accretion is recorded as interest expense. The recorded amount of the guarantee licensing fee expense and payable on March 31, 2015 was approximately $579,000. At June 30, 2016 and December 31, 2015, the licensing payable was approximately $779,000 and $692,000, respectively, and the accretion for the six months ended June 30, 2016 and 2015 was approximately $87,000 and $35,000, respectively.

**Note 11. Commitments and Contingencies**

*Lease Agreements*

Ronco, as lessee, has entered into an operating lease agreement for office and warehouse space ("Original Agreement") on February 1, 2014. Rent expense for the six months ended June 30, 2016 and 2015 was $181,000 and $182,000, respectively.

On July 20, 2016, the Company and its landlord entered into a First Amendment to Lease Agreement ("First Amendment") with respect to the Original Lease. The First Amendment extends the lease term to December 31, 2021, reduces the leased space by approximately 22,000 square feet, and reduces the Original Lease base rent. The reduced lease space will take effect on January 1, 2017 ("Reduction Date"). Base rent will remain the same through December 31, 2016.

Future minimum gross rental payments required as a result of the First Amendment subsequent to June 30, 2016 are as follows:

| | | |
|---|---|---|
| 2016 Remaining | $ | 172,699 |
| 2017 | | 148,800 |
| 2018 | | 153,264 |
| 2019 | | 157,860 |
| 2020 | | 162,598 |
| Thereafter | | 167,476 |
| Total | $ | 962,697 |

On October 28, 2016, the Company and its landlord entered into a second amendment to the Original Lease to adjust the Reduction Date of the First Amendment to be effective November 30, 2016.

On November 1, 2016, the Company entered into a month-to-month lease agreement for approximately 16,000 square feet of temporary warehouse space. The rent for this lease agreement is $10,000 per month.

*Litigation*

From time to time, we are periodically a party to or otherwise involved in legal proceedings arising in the normal and ordinary course of business. As of the date of this report, we are not aware of any proceeding, threatened or pending, against us which, if determined adversely, would have a material effect on our business, results of operations, cash flows or financial position.

*Sales Tax*

Included in "accrued expenses and other current liabilities" in our balance sheet are sales taxes collected from customers that have not yet been remitted to taxing authorities. Accrued sales taxes at June 30, 2016 and December, 31, 2015 are approximately $406,000 and $389,000, respectively. This accrual as of June 30, 2016 and December 31, 2015 includes estimates for interest and penalties for non-payments.

**Note 12. Redeemable Preferred Stock**

Ronco has 200 authorized shares of Preferred Stock, $0.0001 par value. Ronco has designated 100 of such shares as Series A Preferred Stock with a stated value of $27,000 per share. On January 14, 2011, Ronco issued 100 shares of the Series A Preferred Stock as part of the consideration for its purchase of certain assets of Ronco Acquisition, LLC.

***Redemption***

Ronco had the option to redeem all or part of the outstanding shares of Series A Preferred Stock at any time by paying the holders consideration per share equal to the Stated Value as follows: (1) A cash payment in the amount of $13,500 per share; and (2) the balance by issuing and delivering a non-interest bearing promissory note acceptable to the holders in an amount of $13,500 per share maturing on the first anniversary of the date in which the Series A Preferred Stock was redeemed. In the event Ronco did not redeem the Series A Preferred Stock by January 14, 2013, the holders of the Series A Preferred Stock shall have the right to cause Ronco to redeem all or part of the Series A Preferred Stock then outstanding. The redemption price is payable by Ronco by the issuance and delivery of a non-interest bearing promissory note in the amount of $27,000 per share redeemed, maturing as to 1/3 of the principal amount on the 13th day after the redemption date, as to the next 1/3 of the principal amount 210 days after the redemption date, and as to the balance thereafter 395 days after the redemption date. The holders of the Series A Preferred Stock must provide at least 15 days written notice to Ronco in order to redeem all or a part of the Series A Preferred Stock shares and the holder may exercise their rights on one occasion in any twelve month period. Therefore since none of these conditions occurred during the six months ended June 30, 2016 and previous periods these shares do not reach the level of being considered mandatorily redeemable and are classified as mezzanine equity.

Other material features of the Series A Preferred Stock are as follows:

***Dividends***

The holders of Series A Preferred Stock shall be entitled to payment of dividends on their shares at such time that Ronco may declare, order, pay or make a dividend or other distribution on shares of the Common Stock, or other capital stock of Ronco, in such amount as equals 10% of the aggregate amount of such dividends or other distributions inclusive of the dividends and/or other distributions paid or made to the holders of Common Stock, other capital stock and/or Series A Preferred Stock with respect to such dividends or other distributions. No dividends have been declared.

***Liquidation Preference***

In the event of a liquidation or dissolution and winding up of Ronco, whether voluntary or involuntary, the assets of Ronco shall be distributed first to the holders of record of the Series A Preferred Stock, who shall be entitled to receive ratably in full, out of the remaining and lawfully available assets of any nature of Ronco, whether such assets are stated capital or surplus, an amount in cash per outstanding share of Series A Preferred Stock equal to its Stated Value.

***Voting Rights***

The holders of Series A Preferred Stock shall have no right to vote on any matter affecting Ronco, except the affirmative vote of the holders of a majority of the Series A Preferred Stock shall be necessary for Ronco to authorize or effect any of the following:

- Any amendment or repeal of any provision of Ronco's Certificate of Incorporation or Bylaws, if such action would adversely affect the rights, preferences or privileges of the Series A Preferred Stock;
- Creation of any new class or series of stock, or other security convertible into or exercisable or exchangeable for any class or series of stock, having rights, preferences or privileges senior to or pari passu with the Series A Preferred Stock;
- Redemption of any stock or series of Preferred Stock (other than the Series A Preferred Stock), except for the repurchase of stock from employees at fair market value;
- Payment of a cash dividend or other distribution to holders of any class or series of capital stock unless immediately after giving effect to each such payment the Company shall have a reserve of not less than the full amount of the Redemption Price (as defined below);
- Any merger or sale of all or substantially all of the assets or other corporate reorganization or acquisition unless the Series A Preferred Stock is redeemed in full in cash for the Stated Value in connection with such transaction;
- A liquidation or dissolution unless holders of the Series A Preferred Stock shall receive the Stated Value for all of their outstanding shares.

***Transfer Restriction***

No transfer or other disposition of any shares of the Series A Preferred Stock, whether voluntary or involuntary, shall be valid unless such transfer or disposition is approved by Ronco at the Company's sole discretion.

As part of the Debt Acquisition Agreement discussed in Note 6, the Series A Preferred stock was acquired by RFL, a related party. As of June 30, 2016 the Series A Preferred Stock remains outstanding.

**Note 13. Stockholders' Equity**

***Common Stock***

At June 30, 2016 and December 31, 2015, the Company was authorized to issue up to 800 shares of common stock, $.0001 par value per share.

At June 30, 2016 and December 31, 2015, the Company had 800 shares issued and outstanding. Holders are entitled to one vote for each share of common stock (or its equivalent).

***Dividends***

The Company is subject to Delaware law with respect to the payment of dividends. No dividends were declared or paid during the six months ended June 30, 2016 and 2015, and we have no present intention to pay any cash dividends in the foreseeable future.

**Note 14. Subsequent Events**

**Change in Ownership**

On February 16, 2017, Ronco Brands was formed by RNC Investors, William Moore, Fredrick Schulman, and Moore Family Investors/RBI LLC to become the holding company of Ronco Holdings, Inc. ("Ronco Holdings"), when Ronco Holdings is assigned ("Anticipated RHI Assignment") to Ronco Brands by As Seen on TV, Inc. ("ASTV"), as partial consideration for the anticipated settlement of debt on April 1, 2017 ("Anticipated Closing Date") owed by As Seen on TV, Ronco Holdings and other borrowers to RNC Investors, LLC pursuant to that certain Settlement and General Release Agreement, dated as of February 17, 2017, among such parties ("Settlement Agreement").

Pursuant to the terms of the Settlement Agreement, any party to the Settlement Agreement has the right to revoke the Settlement Agreement in his, her or its sole discretion until April 1, 2017, which is when the Settlement Agreement becomes irrevocable. In the event that any such revocation occurs, each of the Settlement Agreement and each of the transaction documents referred to in the Settlement Agreement shall immediately be terminated and shall each be of no further force or effect.

More specifically, on April 1, 2017 (when the right of revocation by the parties to the Settlement Agreement will lapse), ASTV will assign to Ronco Brands 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings ("RHI Common Shares"), and RFL Enterprises (a wholly owned subsidiary of ASTV) will assign to Ronco Brands 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings ("RHI Redeemable Preferred Shares"), representing all of the outstanding equity interest in Ronco Holdings ("ASTV/RFL-RBI Assignment"), as evidenced by (i) that certain ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from ASTV to Ronco Brands ("ASTV-Ronco Brands Assignment of Common Shares") and (ii) that certain RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL to Ronco Brands ("RFL-Ronco Brands Assignment of Preferred Shares").

On April 1, 2017, Ronco Holdings will redeem and cancel the RHI Redeemable Preferred Shares (See Note 12 for further information) which resulted in a capital contribution of approximately $2,700,000.

Loans

Subsequent to June 30, 2016, Ronco Holdings has sold a series of promissory notes in total of approximately $510,000 to John Kleinert. The promissory notes were memorialized in the Kleinert Note referred to below.

On December 23, 2016, RNC Investors loaned $1,500,000 to Ronco Holdings, memorialized by that certain Promissory Note, dated as of December 23, 2016 of Ronco Holdings to RNC Investors (the "RNC Promissory Note"). The RNC Promissory Note accrues interest at the rate of 18% per year and matures on June 30, 2018.

On January 1, 2017, the $1,100,000 promissory note between Fredrick Schulman as agent for Balbo Management, LLC (See *Current notes payable – current* within Note 9 for further information) and Ronco Holdings was amended and restated and reissued in the principal amount of $1,663,236 which includes accrued interest of $563,236 rolled into principal (the "Balbo Promissory Note"). The maturity date is June 30, 2018 and the interest rate remained the same at 18%;

On January 1, 2017, the outstanding loans of John Kleinert and his IRA (Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016) (See Note 9 for further information) were evidenced in writing by (i) a certain promissory note, dated January 1, 2017, from Ronco Holdings to John Kleinert with a principal amount of $1,495,000 which accrues interest at 20.16% per year ("Kleinert Note") and (ii) a certain promissory note, dated as of January 1, 2017, from Ronco Holdings to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 with a principal amount of $300,000 which accrues interest at the rate of 24% per year ("Kleinert IRA Note"; together with Kleinert Note, referred to as the "Kleinert Promissory Notes").

In connection with the settlement discussed above in the "Change of Control" section, the following Ronco Holdings loans will be impacted on April 1, 2017:

(1) RNC Investors will be assigned the secured debt of Ronco Holdings (See *1.5% Secured Promissory Note* within Note 9 for further information) (the "Laurus Note");

(2) The Loan and Security Agreement between Ronco Holdings and Infusion (See *18% Loan and Security Agreement* within Note 9) will be terminated resulting in a capital contribution of approximately $651,000;

(3) The promissory note between Ronco Holdings and ASTV dated May 5, 2014 (See *14% Promissory Note* within Note 9 for further information) will be terminated resulting in a capital contribution of $200,000; and

(4) The Contingent Promissory Note, net of discount, owned by RFL Enterprises (See *Contingent Promissory Note* within Note 9 for further information) will be terminated resulting in a capital contribution of $3,248,485.

**Guaranty and Repayment of Indebtedness to RNC Investors**

In connection with the repayment of the indebtedness of Ronco Holdings to RNC Investors under the Laurus Note (which amounted to $12,323,072 as of December 31, 2016), pursuant to the terms of the Settlement Agreement, Ronco Brands entered into the following transactions, which shall not become effective until April 1, 2017, which is when the right of revocation by the parties to the Settlement Agreement will lapse:

(1) Ronco Brands guaranteeing the repayment of indebtedness of Ronco Holdings under the Laurus Note and the RNC Promissory Note (as described below), pursuant to that certain Guaranty Agreement, dated as of February 17, 2017, of Ronco Brands in favor of RNC Investors ("Guaranty Agreement"); and

(2) notwithstanding repayment terms to the contrary in the Laurus Note, in the event that either Ronco Holdings or Ronco Brands undertake one or more sales or issuances of either of their securities ("Issuances"), pursuant to that certain Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Ronco Holdings and RNC Investors ("Repayment Agreement"), Ronco Brands and Ronco Holdings agreeing to make partial repayments of the indebtedness under the Laurus Note and contributions to working capital prior to paying off the rest of the outstanding indebtedness of the Laurus Note as follows:

a. following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees, the first $4,000,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016);

b. the next $5,000,000 received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes;

c. the next $2,500,000 received by either of Ronco Holdings or Ronco Brands from such Issuances shall be paid to RNC Investors as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016); and

d. the remainder of proceeds received by Ronco Holdings or Ronco Brands from such Issuances shall be retained by Ronco Holdings and Ronco Brands for working capital and general corporate purposes.


**RONCO BRANDS, INC.**

# Best Efforts Offering of 5,000,000 Shares of Common Stock

**OFFERING CIRCULAR**

Book Runner & Lead Manager
WELLINGTON SHIELDS & CO., LLC

## PART III – EXHIBITS

**Index to Exhibits**

| Exhibit No. | Exhibit Description |
|---|---|
| 1.1 | Engagement Letter, dated as of February 16, 2017, between Wellington Shields & Co., LLC and Ronco Brands, Inc. |
| 2.1 | Certificate of Incorporation of Ronco Brands, Inc. |
| 2.2 | Bylaws of Ronco Brands, Inc. |
| 4.1 | Form of Subscription Agreement for Regulation A Offering. |
| 6.1† | Employment Agreement, effective as of April 1, 2017, between Ronco Holdings, Inc. and William Moore. |
| 6.2† | Employment Agreement, effective as of April 1, 2017, between Ronco Holdings, Inc. and Jason Post. |
| 6.3† | Employment Agreement, effective as of April 1, 2017, between Ronco Holdings, Inc. and Stephen Krout. |
| 6.4 | Settlement and General Release Agreement, dated as of February 17, 2017, among As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Brands, Inc., and RNC Investors, LLC. |
| 6.5 | ASTV-Ronco Brands Assignment of Common Shares, dated as of February 17, 2017, from As Seen on TV, Inc. to Ronco Brands, Inc. of all issued and outstanding common stock of Ronco Holdings, Inc. |
| 6.6 | RFL-Ronco Brands Assignment of Preferred Shares, dated as of February 17, 2017, from RFL Enterprises, LLC to Ronco Brands, Inc. of all issued and outstanding Series A Preferred Stock of Ronco Holdings, Inc. |
| 6.7 | Stock Redemption Agreement, dated as of February 17, 2017, between Ronco Brands, Inc. and Ronco Holdings, Inc. regarding the redemption of the Series A Preferred Stock of Ronco Holdings, Inc. |
| 6.8 | Amended and Restated Secured Promissory Note, dated September 30, 2011, between Ronco Holdings, as borrower, and LV Administrative Services, as prior lender, collateral assignee and endorsee of Ronco Acquisition, LLC ("Laurus Note"), which note and related indebtedness was acquired by As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC and Ronco Funding, LLC, as new lender. |
| 6.9 | Amendment, Assignment and Assumption Agreement, dated as of February 17, 2017, of Laurus Note of Ronco Holdings, Inc. and underlying claims from As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC and Ronco Funding, LLC, as prior lenders, to RNC Investors, LLC, as new lender. |
| 6.10 | Subscription Agreement, dated as of February 16, 2017, between Ronco Brands, Inc. and RNC Investors, LLC. |
| 6.11 | Subscription Agreement, dated as of February 16, 2017, between Ronco Brands, Inc. and Moore Family Investors/RBI LLC. |
| 6.12 | Subscription Agreement, dated as of February 16, 2017, between Ronco Brands, Inc. and William Moore. |
| 6.13 | Subscription Agreement, dated as of February 16, 2017, between Ronco Brands, Inc. and Fredrick Schulman. |
| 6.14 | Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and RNC Investors. |

| | |
|---|---|
| 6.15 | Promissory Note, dated as of December 23, 2016, from Ronco Holdings, Inc. to RNC Investors. |
| 6.16 | Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and John C. Kleinert. |
| 6.17 | Promissory Note, dated as of January 1, 2017, from Ronco Holdings, Inc. to John C. Kleinert. |
| 6.18 | Loan Agreement, dated as of February 17, 2017, between Ronco Holdings and Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016. |
| 6.19 | Promissory Note, dated as of January 1, 2017, from Ronco Holdings, Inc. to Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016. |
| 6.20 | Amendment and Restatement of Promissory Note, dated as of February 17, 2017, between Ronco Holdings and Fredrick Schulman as agent for Angelo Balbo Management, LLC. |
| 6.21 | Amended and Restated Promissory Note, dated as of January 1, 2017, from Ronco Holdings, Inc. to Fredrick Schulman as agent for Angelo Balbo Management, LLC. |
| 6.22 | Guaranty Agreement, dated as of February 17, 2017, made by Ronco Brands, Inc. in favor of RNC Investors, LLC regarding the Laurus Note. |
| 6.23 | Repayment Agreement, dated as of February 17, 2017, among Ronco Brands, Inc., Ronco Holdings, Inc., and RNC Investors, LLC. |
| 6.24 | API and Data License Agreement, dated as of February 24, 2017, between Direct Transfer, LLC and Ronco Brands, Inc. |
| 6.25* | Registered Transfer Agent Agreement, between Direct Transfer, LLC and Ronco Brands, Inc. |
| 6.26 | Form of Warrant. |
| 8.1 | Subscription Escrow Agreement, dated as of February 24, 2017, between Regions Bank and Ronco Brands, Inc. |
| 10.1 | Power of attorney (included on signature page of Offering Circular). |
| 11.1 | Consent of Marcum LLP as to Ronco Brands, Inc. |
| 11.2 | Consent of Marcum LLP as to Ronco Holdings, Inc. |
| 11.3 | Consent of Legal & Compliance, LLC (included in Exhibit 12. 1). |
| 12.1 | Opinion of Legal & Compliance, LLC. |
| 13.1 | Testing the Waters materials |

† Includes management contracts and compensation plans and arrangements
*To be filed by amendment

**SIGNATURES**

Pursuant to the requirements of Regulation A, the registrant has duly caused this Form 1-A to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Austin, State of Texas, on February 28, 2017.

**RONCO BRANDS, INC.**

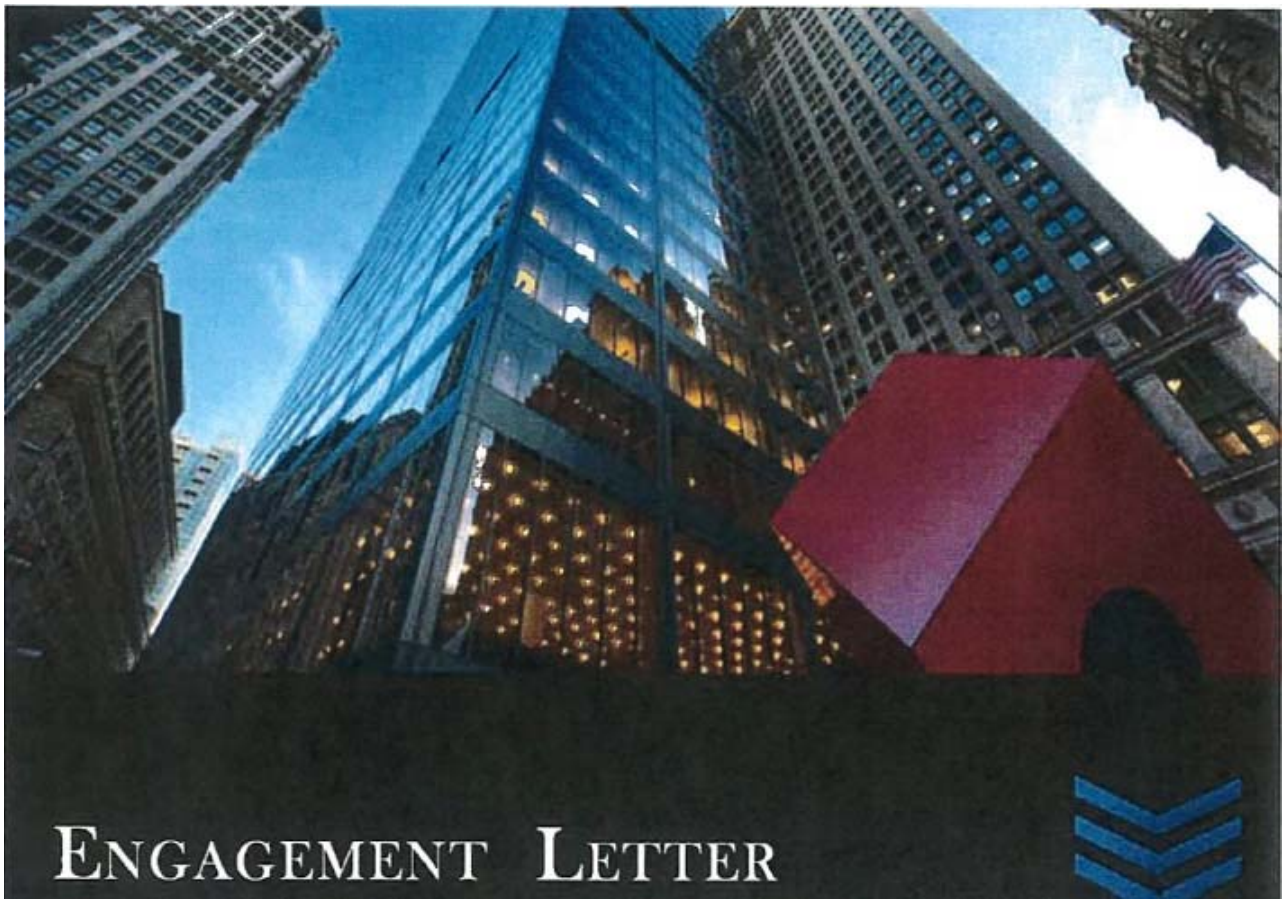
By: */s/ William M. Moore*
William M. Moore,
Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints William M. Moore as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Form 1-A offering statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each of said attorney-in-fact and agent or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of Regulation A, this Form 1-A has been signed by the following persons in the capacities indicated on February 28, 2017.

| Name | Title |
|---|---|
| */s/ William M. Moore*<br>William M. Moore | Chief Executive Officer, President, Secretary and Director (Principal Executive Officer) |
| */s/ Jason D. Post*<br>Jason D. Post | (Principal Financial Officer) |
| */s/ Fredrick Schulman*<br>Fredrick Schulman | Director |
| */s/ Mark Ethier*<br>Mark Ethier | Director |

Exhibit 1.1




**Ronco Brands, Inc.**
15505 Long Vista Dr. Ste. 250
Austin, TX 78728

**Wellington Shields & Co.**
140 Broadway, 44th Floor
New York, NY 10005

WELLINGTON SHIELDS & CO. LLC

MEMBER NEW YORK STOCK EXCHANGE

140 Broadway New York, NY 10005

WELLINGTON SHIELDS & CO. LLC

MEMBER NEW YORK STOCK EXCHANGE

140 Broadway New York, NY 10005

Mr. William Moore
President
Ronco Brands, Inc.
15505 Long Vista Dr. Ste. 250
Austin, TX 78729

Dear Mr. William Moore,

This letter confirms our complete understanding with respect to the retention of Wellington Shields & Co. ("Wellington"), a registered broker/dealer as the exclusive financial advisor to Ronco Brands, Inc. (the "Company") or any of its subsidiaries, as it relates to advisory services in relation to a Regulation A Plus Offering of up to $20,000,000.

Upon the terms and subject to the conditions set forth hereinafter, the parties hereto agree as follows:

1. Appointment. The Company hereby retains Wellington and Wellington hereby agrees to act as the Company's exclusive financial advisor as more specifically set forth in paragraph 2 below, effective as of the date hereof (the "Effective Date").

2. Scope and Certain Conditions of Services. The Company hereby retains Wellington to consult with and advise the Company with respect to various financial matters, including:

   a. Accept investor data from Company via means that will be established by mutual agreement of the parties;

   b. Review and process information from potential investors, including but not limited to running reasonable background checks for anti-money laundering ("AML"), IRS tax fraud identification and USA PATRIOT Act purposes, and gather and review responses to customer identification information;

   c. Review subscription agreements received from prospective investors to confirm they are complete;

   d. Contact Company and/or Company's agent, if needed, to gather additional information or clarification from prospective investors;

   e. Advise Company as to permitted investment limits for investors pursuant to Regulation A, Tier 2;

f. Provide Company with prompt notice about inconsistent, incorrect or otherwise flagged (e.g. for underage or AML reasons) subscriptions;

g. Transmit data to transfer agent as book-entry data for maintaining Company's responsibilities for managing investors (investor relationship management, aka "IRM") and for maintaining future good-delivery and recordkeeping; and

h. Keep investor details and data confidential and do not disclose to any third-party except as required by regulators, by law or in our performance under this Agreement (e.g. as needed for AML).

3. Fees and Compensation. In consideration for the services rendered by Wellington hereunder, the Company agrees to pay Wellington the following fees and other compensation:

a. A success fee (the "Placement Success Fee") for capital raise, payable upon the successful completion of the Placement, equal to six percent (6%) of the gross proceeds of the Placement. The Placement Success Fee is due and payable to Wellington immediately upon the closing of the Placement and shall be disbursed directly to Wellington simultaneously with the delivery of the proceeds of the Placement to the Company.

b. At the time of closing the placement, the Company also shall pay Wellington non-callable warrants of the Company (the "Placement Agent Warrants") issuable to Wellington, or its designee simultaneously with the closing of the Placement, equal to three percent (3%) warrant coverage of the amount raised. The Placement Agent Warrants shall entitle the holder thereof to purchase securities of the Company at a purchase price equal to 110% of the implied price per share of the Placement or 110% of the public market closing price of the Company's common stock on the date of the Placement, whichever is lower, and shall be exercisable for a period of five years after the closing of the Placement. The Placement Agent Warrants shall be satisfactory in form and substance to Wellington and its counsel and shall contain provisions for, among other things, cashless exercise. Wellington will also be entitled to compensation resulting from any cash generated by the company from the exercise of any warrants issued to investors introduced to the company by Wellington that participate in the offering.

c. The Company agrees to reimburse Wellington for its direct expenses within 10 days of submission but Wellington must get prior written approval from the Company before submitting any expenses.

d. A non-refundable engagement fee (the "Retainer") in the amount of thirty thousand dollars ($30,000) to be payable to Wellington by the Company at the time of signing this letter.

4. Term of Retention. The Company hereby retains Wellington to provide the services set forth in Section 2 above during the Offering period, commencing on the date hereof and until the earlier of the completion or cancellation of the Offering or the termination of this Agreement as provided in this section. Either Party may terminate their participation in this Agreement by giving 30 days' notice via email to the other at any time. Such termination shall only affect future business and not apply to transactions or other business conducted prior to the date of termination.

In the event of any termination, the obligation to pay the Fees and Compensation set forth in paragraph 3 (a) and (b), and the Expenses as set forth in paragraph 3 (c) shall survive any termination or expiration of this Engagement Agreement. Moreover, it is expressly understood and agreed by the parties hereto that any financing, whether debt or equity, of the Company, secured or placed within twelve (12) months of the termination or expiration of this Engagement Agreement with any investors or lenders, provided that the prospective investor candidate was presented information on the Company by Wellington and had discussion with Wellington during the Term shall result in such fees and compensation being due and payable by the Company to Wellington as required by paragraph 3 of this Engagement Agreement.

5. Preferential Right. If the Company closes a Placement or a Transaction during the Term, for the twelve month period commencing on the later of (i) the date of the closing of the Placement or (ii) the date of the closing of any Transaction, Wellington shall have a preferential right whereby the Company will offer Wellington the first opportunity to provide any financing arrangements to the Company.

6. Public Announcements. During the Term, and prior to any press release or other public disclosure relating to services hereunder which is legally allowed by law, the Company and Wellington shall confer and reach agreement upon the contents of any such disclosure. Prior to the funding, Wellington shall not be mentioned in any Company press releases. At no time should the name of the investor funding the deal be used in any public press release.

7. No General Solicitation. Any offers made in connection with the placement of the Securities will be made only to prospective purchasers on an individual basis and no general solicitation or general advertising in any form will be used to place the Securities.

8. Communications. All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, or faxed and confirmed by letter or sent by overnight delivery service, to the party whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To the Company:

Mr. William Moore
President
Ronco Brands, Inc.
15505 Long Vista DR. Ste. 250
Austin, TX 78728

To Wellington:

Mr. Edward Cabrera
Head of Investment Banking
Wellington Shields & Co.
140 Broadway, 44th Floor
New York, NY 10005

**ATTACHMENT 1**
AUTHORIZATION OF PAYMENT

I, Mr. William Moore, on behalf of Ronco Brands, Inc. authorize the lender/investor to pay Wellington Shields & Co. LLC directly from escrow at the time of closing any funding as mentioned in clause 3a of this engagement letter. This authorization is to remain in full force and effect unless written authorization by Wellington Shields & Co., LLC is provided to the lender/investor to revoke this agreement. Please wire the funds to the wire instructions provided below.

/s/ William Moore
Mr. William Moore
President
Ronco Brands, Inc.

Agreed and Accepted

As of this 16th day of February 2017

**WELLINGTON SHIELDS & CO., LLC WIRE INSTRUCTIONS**

| | |
|---|---|
| Bank: | JPMorgan Chase Bank<br>One Chase Manhattan Plaza<br>New York, N.Y. 10005 |
| ABA No. | 021000021 |
| Acct Name: | Wellington Shields & Co., LLC<br>140 Broadway, 44th Floor<br>New York, N.Y. 10005 |
| Acct No. | 806376612 |

EXHIBIT A
STANDARD TERMS AND CONDITIONS

1. The Company shall promptly provide Wellington Shields with all relevant information about the Company (to the extent available to the Company) that shall be reasonably requested or required by Wellington Shields which information shall be true, accurate and correct in all material respects at the time furnished.

2. Wellington Shields shall keep all information obtained from the Company strictly confidential except: (a) for information which is otherwise publicly available, or previously known to Wellington Shields or was obtained by Wellington Shields independently of the Company and without breach of Wellington Shields' agreement with the Company; (b) Wellington Shields may disclose such information to its affiliates, shareholders, officers, directors, representatives, agents, employees and attorneys, and to financial institutions, but shall ensure, to the best of its ability, that all such persons will keep such information strictly confidential; (c) pursuant to any order of a court of competent jurisdiction or other governmental body (Wellington Shields will give written notice to the Company of such order within forty-eight (48) hours of receipt of such order); and (d) upon prior written consent of the Company.

3. The Company recognizes that in order for Wellington Shields to perform properly its obligations in a professional manner, it is necessary that Wellington Shields be informed of and, to the extent practicable, participate in meetings and discussions between the Company, on the one hand, and investors and potential investors introduced relating to the matters covered by the terms of Wellington Shields' engagement.

4. The Company agrees that any report or opinion, oral or written, delivered to it by Wellington Shields is prepared solely for its confidential use and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any other person, other than its employees and attorneys, without Wellington Shields' prior written consent, except as may be required by applicable law or regulation, which consent shall not be unreasonably withheld or delayed.

5. No fee payable by the Company to any other financial advisor or lender shall reduce or otherwise affect any fee payable by the Company to Wellington Shields.

6. The Company represents and warrants that; (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) the Agreement has been duly authorized and executed and constitutes a valid and binding agreement of the Company, enforceable in accordance with its terms; and (c) the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of (i) the Company's certificate of incorporation or by-laws or (ii) any agreement to which the Company is a party by which any of their property or assets is bound.

7. Nothing contained in the Agreement shall be constituted to place Wellington Shields and the Company in the relationship of partners or joint ventures. Neither Wellington Shields nor the Company shall represent itself as the agent or legal representative of the other for any purpose whatsoever nor shall either have the power to obligate or bind the other in any manner whatsoever. Wellington Shields in performing its services hereunder shall at all times be an independent contractor.

8. The Agreement has been and is made solely for the benefit of Wellington Shields, the Company and each of the persons, agents, employees, officers, directors and controlling persons referred to in Exhibit B and their respective heirs, executors, personal representatives, successors and assigns, and nothing contained in the Agreement shall confer any rights upon, nor shall this Agreement be construed to create any rights in, any person who is not a party to such Agreement, other than as set forth in this paragraph.

9. The rights and obligations of either party under this Agreement may not be assigned without the prior written consent of the other party hereto and any other purported assignment shall be null and void without force and effect.

**EXHIBIT B**
INDEMNIFICATION

Recognizing that transactions of the type contemplated in this engagement sometimes result in litigation and that the role of Wellington Shields is advisory, the Company agrees to indemnify and hold harmless Wellington Shields and its affiliates and their irrespective officers, directors, employees, agents and controlling persons within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Act") or Section 20(a) of the Securities Exchange Act ("Indemnified Parties") and against any and all loss, charge, claim, damage, expense and liability whatsoever, including, but not limited to, all attorneys' fees and expenses (hereinafter a "Claim" or "Claims"), related to or arising in any manner out of, based upon, or in connection with (i) any untrue statement or alleged untrue statement of a material fact made by the Company or any omission or alleged omission of the Company to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any transaction, proposal or any other matter (items (i) and (ii) being hereinafter referred to as a "Matter" or "Matters") contemplated by the engagement of Wellington Shields hereunder, and will promptly reimburse the Indemnified Parties for all expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with the investigation of, preparation for or defense of any pending or threatened Claim related to or arising in any manner out of any Matter contemplated by the engagement of Wellington Shields hereunder, or any action or proceeding arising there from (collectively, "Proceedings"), whether or not such Indemnified party is a formal party to any such Proceeding. Notwithstanding the foregoing, the Company shall not be liable in respect of any Claims that a court of competent jurisdiction has judicially determined by final judgment (and the time to appeal has expired or the last right of appeal has been denied) which resulted solely or in part from the negligence, gross negligence or willful misconduct of an Indemnified Party or the violation of any securities laws or regulations by an Indemnified Party. The Company further agrees that it will not, without the prior written consent of Wellington Shields settle compromise or consent to the entry of any judgment in any pending or threatened proceeding in respect of which indemnification may be sought hereunder (whether or not Wellington Shields or any Indemnified Party is an actual or potential party to such Proceeding), unless such settlement, compromise or consent includes an unconditional release of Wellington Shields and each other Indemnified Party hereunder from all liability arising out of such proceeding.

In order to provide for just and equitable contribution in any case in which (i) an Indemnified Party is entitled to indemnification pursuant to this Engagement Agreement but it is judicially determined by the entry of a final judgment decree by a court of competent jurisdiction and the time to appeal has expired or the last right of appeal has been denied) that such indemnification may not be enforced in such case, or (ii) contribution may be required by the Company in circumstances for which an Indemnified party is otherwise entitled to indemnification under the Agreement, then, and in each such case, the Company shall contribute to the aggregate losses, Claims, damages and/or liabilities in an amount equal to the amount for which indemnification was held unavailable. Notwithstanding the foregoing, Wellington Shields shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Wellington Shields pursuant to this Agreement.

The Company further agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with Wellington Shields' engagement hereunder except for Claims that a court of competent jurisdiction shall have determined by final judgment (and the time to appeal has expired or the last right of appeal has been denied) resulted solely or in part from the negligence, gross negligence or willful misconduct of such Indemnified Party or the violation of any securities laws or regulations by an Indemnified Party. The indemnity, reimbursement and contribution obligations of the Company set forth herein shall be in addiction to any liability which the Company may otherwise have an shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company or an Indemnified Party.

The indemnity, reimbursement and contribution provisions set forth herein shall remain operative and full force and effect regardless of (i) any withdrawal, termination or consummation of or failure to initiate or consummate any Matter referred to herein, (ii) any investigation made by or on behalf of any party hereto or any person controlling (within the meaning of Section 15 of the Securities act of 1933 as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) any party hereto, (iii) any termination or the completion or expiration of this Engagement Agreement with Wellington Shields and (iv) whether or not Wellington Shields shall, or shall not be called upon to, render any formal or informal advice in the course of such engagement.

Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Engagement Agreement.

**EXHIBIT C**
JURISDICTION

Each of the Company and Wellington Shields hereby irrevocably attorns that any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrator.

Each of Wellington Shields and the Company hereby waives, and the Company agrees not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, any claim that: (a) the Company is not personally subject to the jurisdiction of any such court; (b) it is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in the aid of execution, execution or otherwise) with respect to it or its property; (c) any such suit, action or proceeding is brought in an inconvenient forum; (d) the venue of any such suit, action or proceeding is improper; or (e) this Agreement may not be enforced in or by any such court.

Nothing in these provisions shall affect any party's right to serve process in any manner permitted by law or limit its rights to bring a proceeding in the competent courts of any jurisdiction or jurisdictions or to enforce any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

Exhibit 2.1

Certificate of Incorporation
of
Ronco Brands, Inc.

The undersigned incorporator, in order to form a corporation under the General Corporation Law of the State of Delaware (the "DGCL"), certifies as follows:

Section 1. Name. The name of the corporation is Ronco Brands, Inc. (the "Corporation").

Section 2. Incorporator; Registered Office and Agent

(a) Incorporator. The name and mailing address of the sole incorporator are: RNC Investors, LLC, Attn: John Kleinert, 1800 Route 34 North, Building 4, Suite 404A. The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware, and the initial Directors of the Corporation shall be as set forth in Section 4.

(b) Registered Agent. The name and address of the registered agent of the Corporation in the State of Delaware is Corporate Creations Network Inc., 3411 Silverside Road Rodney Building #104, Wilmington, DE 19810, New Castle County, or such other agent and address as the Board of Directors of the Corporation (the "Board") shall from time to time select

Section 3. Purpose and Business. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the DGCL, including, but not limited to the following:

(a) The Corporation may at any time exercise such rights, privileges, and powers, when not inconsistent with the purposes and object for which this corporation is organized.

(b) The Corporation shall have power to have succession by its corporate name in perpetuity, or until dissolved and its affairs wound up according to law;

(c) The Corporation shall have power to sue and be sued in any court of law or equity.

(d) The Corporation shall have power to make contracts.

(e) The Corporation shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Delaware, or in any other state, territory or country.

(f) The Corporation shall have power to appoint such officers and agents as the affairs of the Corporation shall requite and allow them suitable compensation.

(g) The Corporation shall have power to make bylaws not inconsistent with the constitution or laws of the United States, or of the State of Delaware, for the management, regulation and government of its affairs and property, the transfer of its stock, the transaction of its business and the calling and holding of meetings of stockholders.

(h) The Corporation shall have the power to wind up and dissolve itself, or be wound up or dissolved.

(i) The Corporation shall have the power to adopt and use a common seal or stamp, or to not use such seal or stamp and if one is used, to alter the same. The use of a seal or stamp by the Corporation on any corporate documents is not necessary. The Corporation may use a seal or stamp, if it desires, but such use or non-use shall not in any way affect the legality of the document.

(j) The Corporation shall have the power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures and other obligations and evidence of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for another lawful object.

(k) The Corporation shall have the power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidence in indebtedness created by any other corporation or corporations in the State of Delaware, or any other state or government and, while the owner of such stock, bonds, securities or evidence of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, if any.

(l) The Corporation shall have the power to purchase, hold, sell and transfer shares of its own capital stock and use therefore its capital, capital surplus, surplus or other property or fund.

(m) The Corporation shall have to conduct business, have one or more offices and hold, purchase, mortgage and convey real and personal property in the State of Delaware and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia and in any foreign country.

(n) The Corporation shall have the power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its Certificate of incorporation, or any amendments thereof, or necessary or incidental to the protection and benefit of the Corporation and, in general, to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether or not such business is similar in nature to the purposes set forth in the Certificate of incorporation of the Corporation, or any amendment thereof.

(o) The Corporation shall have the power to make donations for the public welfare or for charitable, scientific or educational purposes.

(p) The Corporation shall have the power to enter partnerships, general or limited, or joint ventures, in connection with any lawful activities.

Section 4. Capital Stock.

(a) Classes and Number of Shares. The total number of shares of all classes of stock, which the Corporation shall have authority to issue shall be One Hundred Million (100,000,000) shares of common stock, par value of $0.0001 per share (the "Common Stock") and Twenty Million (20,000,000) shares of preferred stock, par value of $0.0001 per share (the "Preferred Stock").

(b) Powers and Rights of Common Stock.

(i) Preemptive Right. No shareholders of the Corporation holding Common Stock shall have any preemptive or other right to subscribe for any additional unissued or treasury shares of stock or for other securities of any class, or for rights, warrants or options to purchase stock, or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges unless so authorized by the Corporation.

(ii) Voting Rights and Powers. With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of the outstanding shares of the Common Stock shall be entitled to cast thereon one (1) vote in person or by proxy for each share of the Common Stock standing in his/her name.

(iii) Dividends and Distributions.

(A) Cash Dividends. Subject to the rights of holders of Preferred Stock, holders of Common Stock shall be entitled to receive such cash dividends as may be declared thereon by the Board from time to time out of assets of funds of the Corporation legally available therefore; and

(B) Other Dividends and Distributions. The Board may issue shares of the Common Stock in the form of a distribution or distributions pursuant to a stock dividend or split-up of the shares of the Common Stock.

(iv) Other Rights. Except as otherwise required by the DGCL and as may otherwise be provided in these Certificate of Incorporation, each share of the Common Stock shall have identical powers, preferences and rights, including rights in liquidation.

(c) Powers and Rights of Series A Super Voting Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as "Series A Super Voting Preferred Stock", par value $0.0001 per share (the "Series A Preferred Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions, if any, of the Series A Preferred Stock shall be as set forth in this Section 4(c).

(i) Number. The number of authorized shares of the Series A Preferred Stock is 3,500,000 shares.

(ii) No Participation. The Series A Preferred Stock shall not participate in any distribution to the shareholders of the Corporation, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, a merger or consolidation of the Corporation, or a sale of all or substantially all of the assets of the Corporation, or otherwise, in any distributions or payments to the holders of the Common Stock in any form.

(iii) No Dividend Rights. The Series A Preferred Stock shall have no dividend rights.

(iv) Vote. Subject to Section 4(c)(vii), the holders of shares of Series A Preferred Stock (each, a "Series A Holder" and collectively, the "Series A Holders") shall be entitled to vote on all matters requiring a shareholder vote of the Corporation and each Series A Holder of record shall have one hundred (100) votes for each share of Series A Preferred Stock outstanding in his, her or its name on the books of the Corporation relative to each Common Stock share, in addition to any other voting rights such Series A Holder may have as the result of such Series A Holder's ownership of other securities of the Corporation.

(v) No Conversion. The Series A Preferred Stock shall not be convertible into any other equity or debt securities of the Corporation.

(vi) Increase. Subject to Section 4(c)(vii), the number of authorized shares of Series A Preferred Stock shall not be subject to increase without the consent of all of the Series A Series A Holders.

(vii) No Transfer; Redemption. A Series A Holder who received shares of Series A Preferred Stock from the Corporation may not sell, transfer, assign, convey, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value (each, a "Transfer"), any shares of Series A Preferred Stock, and any such Transfer or attempted Transfer shall be null and void. In the event that a Series A Holder attempts to Transfer any shares of Series A Preferred Stock in contravention of this Section 4(c)(vii), the Corporation shall have the right, at the Corporation's option at any time following such attempted Transfer, to redeem all or a portion of the Series A Preferred Stock held by such Series A Holder, at a price equal to $0.0001 per share of Series A Preferred Stock (the "Redemption Price"). If the Corporation elects to redeem such Series A Preferred Stock the Corporation shall send by prepaid first class mail or deliver to the applicable Series A Holder a notice in writing of the intention of the Corporation to redeem such shares of Series A Preferred Stock. Such notice shall be mailed or delivered to the applicable Series A Holder at the last address of such holder as it appears on the securities register of the Corporation, or in the event of the address of any such holder not so appearing, then to the last address of such holder known to the Corporation. Such notice shall set out the number of Series A Preferred Stock held by the person to whom it is addressed which are to be redeemed, the Redemption Price, the date specified for redemption. On and after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Series A Preferred Stock to be redeemed the Redemption Price of such shares on presentation and surrender to the Corporation or its designated agent specified in the notice of redemption, of the certificate or certificates representing the Series A Preferred Stock called for redemption. In the event that the Transfer referenced herein in successful or is completed for any reason, (i) the transferee of the applicable shares of Series A Preferred Stock shall take such shares subject to the redemption right of the Corporation as set forth herein (and the Corporation shall have the right to acquire such shares from the transferee at any time for the Redemption Price); and (ii) following such Transfer, the Transferred shares of Series A Preferred Stock shall not be entitled to vote on any matter submitted to any shareholders of the Corporation or the other Series A Holders.

(i) Miscellaneous.

(A) Notices. Any and all notices or other communications or deliveries to be provided by the Series A Holders shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service, addressed to the Corporation at the primary offices of the Corporation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to each Series A Holder at the facsimile telephone number or address of such Series A Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Series A Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:30 p.m. (Eastern time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:30 p.m. (Eastern time) on any date and earlier than 11:59 p.m. (Eastern time) on such date, (iii) the second Business Day (as defined below) following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(B) Lost or Mutilated Series A Preferred Stock Certificate. If a Series A Holder's Series A Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(C) Interpretation. If any Series A Holder shall commence an action or proceeding to enforce any provisions of this Section 4 (c), then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(D) Waiver. Any waiver by the Corporation or the Series A Holder of a breach of any provision of this Section 4(c) shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Section 4(c). The failure of the Corporation or the Series A Holder to insist upon strict adherence to any term of this Section 4(c) on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Section 4(c). Any waiver must be in writing.

(E) Severability. If any provision of this Section 4(c) is invalid, illegal or unenforceable, the balance of this Section 4(c) shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

(b) Powers and Rights of Series B Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as "Series B Preferred Stock", par value $0.0001 per share (the "Series B Preferred Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions, if any, of the Series B Preferred Stock shall be as set forth in this Section 4(c).

(i) Number. The number of authorized shares of the Series B Preferred Stock is 6,950,000 shares.

(ii) Participation. The Series B Preferred Stock shall participate, whether in the event of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, a merger or consolidation of the Corporation, or a sale of all or substantially all of the assets of the Corporation, or otherwise, in any and all distributions or payments to the holders of the Common Stock in any form and without prejudice to the fact that the Series B Preferred Stock is Preferred Stock of the Corporation, on a pro rata basis as though the Series B Preferred Stock had been converted to Common Stock pursuant to the provisions herein, ignoring for such purposes any requirement for conversion hereunder or under the DGCL.

(iii) Dividend Rights. Other than as set forth in Section 1(b)(ii), the Series B Preferred Stock shall have no dividend rights except as may be declared by the Board in its sole and absolute discretion, out of funds legally available for that purpose.

(iv) Vote. The holders of shares of Series B Preferred Stock (each, a "Series B Holder" and collectively, the "Series B Holders") shall not be entitled to vote, as a Series B Holder, on any matters requiring a shareholder vote of the Corporation. For the avoidance of doubt, the intent of this Section 1(b)(iv) is that (i) the Series B Preferred Stock is not entitled to any vote on any matter requiring a shareholder vote of the Corporation, but a Series B Holder shall be entitled to vote any other securities of the Corporation held by such Series B Holder in accordance with the respective rights accorded thereto; and (ii) upon conversion of a share of Series B Preferred Stock into Common Stock as set forth in this Section 1(b), such share of Common Stock shall have all voting rights otherwise accorded to Common Stock hereunder.

(v) Conversion. At the option of the applicable Series B Holder each share of Series B Preferred Stock shall be convertible into (i) one share of Common Stock (the "Series B Conversion Shares"), subject to adjustment as set forth below. A Series B Holder shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Series B Notice of Conversion"). Each Series B Notice of Conversion shall specify the number of shares of Series B Preferred Stock to be converted, the number of shares of Series B Preferred Stock owned prior to the conversion at issue, the number of shares of Series B Preferred Stock owned subsequent to the conversion at issue, the number of shares of Common Stock to be received, and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Series B Holder delivers such Series B Notice of Conversion to the Corporation (such date, the "Series B Conversion Date"). If no Series B Conversion Date is specified in a Series B Notice of Conversion, the Series B Conversion Date shall be the date that such Series B Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Series B Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Series B Notice of Conversion form be required. The calculations and entries set forth in the Series B Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Series B Preferred Stock, a Series B Holder shall not be required to surrender the certificate (s) representing the shares of Series B Preferred Stock to the Corporation unless all of the shares of Series B Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Series B Preferred Stock promptly following the Series B Conversion Date at issue. Shares of Series B Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued. Each Series B Notice of Conversion shall be for a minimum conversion of 10,000 shares of Series B Preferred Stock.

(vi) Adjustment. In the event of any forward or reverse split of the Common Stock, the conversion ratio of the Series B Preferred Stock shall be proportionately and equitably adjusted automatically. By way of example and not limitation, in the event of a two-for-one reverse split of the Common Stock, whereby each share of Common Stock is converted into one half of a share of Common Stock, each share of Series B Preferred Stock not so converted as of such time shall thereafter be convertible into one half (1/2) of a share of Common Stock. By way of further example and not limitation, in the event of a two-for-one forward split of the Common Stock, whereby each share of Common Stock is converted into one two shares of Common Stock, each share of Series B Preferred Stock not so converted as of such time shall thereafter be convertible into two (2) shares of Common Stock.

(vii) Limitation.

(A) After the date that the Corporation becomes a publicly reporting company with the Securities and Exchange Commission (through an initial public filing, reverse merger into a shell, or otherwise), the Corporation shall not effect any conversion of the Series B Preferred Stock, and a Series B Holder shall not have the right to convert any portion of the Series B Preferred Stock held by such Series B Holder, to the extent that, after giving effect to the conversion set forth on the applicable Series B Notice of Conversion, such Series B Holder (together with such Series B Holder's Affiliates (as defined below), and any Persons acting as a group together with such Series B Holder or any of such Series B Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Series B Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of the Series B Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Series B Preferred Stock beneficially owned by such Series B Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by such Series B Holder or any of its Affiliates.

(B) Except as set forth in the preceding sentence, for purposes of this Section 1(b), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 1(b)(vii) applies, the determination of whether the Series B Preferred Stock is convertible (in relation to other securities owned by such Series B Holder together with any Affiliates) and of how many shares of Series B Preferred Stock are convertible shall be in the sole discretion of such Series B Holder, and the submission of a Series B Notice of Conversion shall be deemed to be such Series B Holder's determination of whether the shares of Series B Preferred Stock may be converted (in relation to other securities owned by such Series B Holder together with any Affiliates) and how many shares of the Series B Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Series B Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this Section 1(b)(vii) and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 1(b), in determining the number of outstanding shares of Common Stock, a Series B Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation or the Corporation's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Series B Holder, the Corporation shall within two Business Days confirm orally and in writing to such Series B Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Series B Preferred Stock, by such Series B Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series B Preferred Stock held by the applicable Series B Holder. A Series B Holder, upon not less than 61 days' prior notice to the Corporation, may decrease the Beneficial Ownership Limitation provisions of this Section 1(b) applicable to its Series B Preferred Stock. Any such decrease will not be effective until the 61$^{st}$ day after such notice is delivered to the Corporation and shall only apply to such Series B Holder and no other Series B Holder. The provisions of this Section 1(b)(vii) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1(b) to correct this Section 1(b)(vii) (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this Section 1(b)(vii) shall apply to a successor holder of Series B Preferred Stock.

(C) For purposes hereof, "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

(viii) Mechanics of Conversion

(A) Delivery of Series B Conversion Shares Upon Conversion. Not later than five (5) Business Days after each Series B Conversion Date (the "Series B Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Series B Holder the number of Series B Conversion Shares being acquired upon the conversion of the Series B Preferred Stock.

(B) Failure to Deliver Series B Conversion Shares. If, in the case of any Series B Notice of Conversion, such Series B Conversion Shares are not delivered to or as directed by the applicable Series B Holder by the Series B Share Delivery Date, the Series B Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Series B Conversion Shares, to rescind such Series B Notice of Conversion, in which event the Corporation shall promptly return to the Series B Holder any original Series B Preferred Stock certificate delivered to the Corporation and the Series B Holder shall promptly return to the Corporation the Series B Conversion Shares issued to such Series B Holder pursuant to the rescinded Series B Notice of Conversion.

(C) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series B Preferred Stock. As to any fraction of a share which the Series B Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board, or round up to the next whole share of Common Stock.

(D) Transfer Taxes and Expenses. The issuance of Series B Conversion Shares on conversion of Series B Preferred Stock shall be made without charge to any Series B Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Series B Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Series B Conversion Shares upon conversion in a name other than that of the Series B Holders of such shares of Series B Preferred Stock and the Corporation shall not be required to issue or deliver such Series B Conversion Shares unless or until the Person (as defined below) or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(ix) Increase. The number of authorized shares of Series B Preferred Stock shall not be subject to increase without the consent of all of the Series B Series B Holders.

(x) Miscellaneous.

(A) Notices. Any and all notices or other communications or deliveries to be provided by the Series B Holders shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service, addressed to the Corporation at the primary offices of the Corporation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to each Series B Holder at the facsimile telephone number or address of such Series B Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Series B Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:30 p.m. (Eastern time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:30 p.m. (Eastern time) on any date and earlier than 11:59 p.m. (Eastern time) on such date, (iii) the second Business Day (as defined below) following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(B) Lost or Mutilated Series B Preferred Stock Certificate. If a Series B Holder's Series B Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series B Preferred Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(C) Interpretation. If any Series B Holder shall commence an action or proceeding to enforce any provisions of this Section 1 (b), then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(D) Waiver. Any waiver by the Corporation or the Series B Holder of a breach of any provision of this Section 1(b) shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Section 1(b). The failure of the Corporation or the Series B Holder to insist upon strict adherence to any term of this Section 1(b) on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Section 1(b). Any waiver must be in writing.

(E) Severability. If any provision of this Section 1(b) is invalid, illegal or unenforceable, the balance of this Section 1(b) shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

(c) Other Classes of Preferred Stock. The powers, preferences, rights, qualifications, limitations and restrictions pertaining to the Preferred Stock, or any series thereof, shall be such as may be fixed, from time to time, by the Board in its sole discretion, authority to do so being hereby expressly vested in the Board. The authority of the Board with respect to each such series of Preferred Stock will include, without limiting the generality of the foregoing, the determination of any or all of the following:

(i) The number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

(ii) the voting powers, if any, of the shares of such series and whether such voting powers are full or limited;

(iii) the redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid;

(iv) whether dividends, if any, will be cumulative or noncumulative, the dividend rate or rates of such series and the dates and preferences of dividends on such series;

(v) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(vi) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Corporation or any other corporation or other entity, and the rates or other determinants of conversion or exchange applicable thereto;

(vii) the right, if any, to subscribe for or to purchase any securities of the Corporation or any other corporation or other entity;

(viii)the provisions, if any, of a sinking fund applicable to such series; and

(ix) any other relative, participating, optional or other powers, preferences or rights, and any qualifications, limitations or restrictions thereof, of such series.

(d) Issuance of the Common Stock and the Preferred Stock. The Board may from time to time authorize by resolution the issuance of any or all shares of the Common Stock and the Preferred Stock herein authorized in accordance with the terms and conditions set forth in these Certificate of Incorporation for such purposes, in such amounts, to such persons, corporations, or entities, for such consideration and in the case of the Preferred Stock, in one or more series, all as the Board in its discretion may determine and without any vote or other action by the stockholders, except as otherwise required by law. The Board, from time to time, also may authorize, by resolution, options, warrants and other rights convertible into Common or Preferred stock (collectively "securities.") The securities must be issued for such consideration, including cash, property, or services, as the Board may deem appropriate, subject to the requirement that the value of such consideration be no less than the par value of the shares issued. Any shares issued for which the consideration so fixed has been paid or delivered shall be fully paid stock and the holder of such shares shall not be liable for any further call or assessment or any other payment thereon, provided that the actual value of such consideration is not less that the par value of the shares so issued. The Board may issue shares of the Common Stock in the form of a distribution or distributions pursuant to a stock dividend or split-up of the shares of the Common Stock only to the then holders of the outstanding shares of the Common Stock.

(e) Cumulative Voting. Except as otherwise required by applicable law, there shall be no cumulative voting on any matter brought to a vote of stockholders of the Corporation.

(f) One Class. Except as otherwise required by the DGCL, this Certificate of Incorporation, or any designation for a class of Preferred Stock (which may provide that an alternate vote is required), (i) all shares of capital stock of the Corporation shall vote together as one class on all mattes submitted to a vote of the shareholders of the Corporation; and (ii) the affirmative vote of a majority of the voting power of all outstanding shares of voting stock entitled to vote in connection with the applicable matter shall be required for approval of such matter.

Section 2. Adoption of Bylaws. In the furtherance and not in limitation of the powers conferred by statute and subject to Section 3, the Board is expressly authorized to adopt, repeal, rescind, alter or amend in any respect the bylaws of the Corporation (the "Bylaws").

Section 3. Shareholder Amendment of Bylaws. Notwithstanding Section 2, the Bylaws may also be adopted, repealed, rescinded, altered or amended in any respect by the stockholders of the Corporation, but only by the affirmative vote of the holders of not less than fifty-one percent (51%) of the voting power of all outstanding shares of voting stock, regardless of class and voting together as a single voting class.

Section 4. Board of Directors. The business and affairs of the Corporation shall be managed by and under the direction of the Board. The first Board shall initially consist of three (3) persons. The initial directors of the Corporation shall be as follows, and their mailing addresses are as follows:

Bill Moore
15505 Long Vista Drive, Suite 250
Austin, TX 78728

Frederick Schulman
140 West 31st Street
New York, NY 10001

Mark Ethier
320 Gulf Blvd.
Belleair Shores, FL 33786

Except as may otherwise be provided in connection with rights to elect additional directors under specified circumstances, which may be granted to the holders of any class or series of Preferred Stock, the number of directors of the Corporation may be amended from time to time as set forth in the Bylaws.

Section 5. Term of Board of Directors. Except as otherwise required by applicable law, each director shall serve for a term ending on the date of the third Annual Meeting of Stockholders of the Corporation (the "Annual Meeting") following the Annual Meeting at which such director was elected. All directors shall have equal standing. Notwithstanding the foregoing provisions of this Section 5 each director shall serve until their successor is elected and qualified or until his death, resignation or removal; no decrease in the authorized number of directors shall shorten the term of any incumbent director; and additional directors, elected in connection with rights to elect such additional directors under specified circumstances, which may be granted to the holders of any class or series of Preferred Stock, shall not be included in any class, but shall serve for such term or terms and pursuant to such other provisions as are specified in the resolution of the Board of Directors establishing such class or series.

Section 6. Vacancies on Board of Directors. Except as may otherwise be provided in connection with rights to elect additional directors under specified circumstances, which may be granted to the holders of any class or series of Preferred Stock, newly created directorships resulting from any increase in the number of directors, or any vacancies on the Board resulting from death, resignation, removal, or other causes, shall be filled solely by the quorum of the Board. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified or until such director's death, resignation or removal, whichever first occurs.

Section 7. Removal of Directors. Except as may otherwise be provided in connection with rights to elect additional directors under specified circumstances, which may be granted to the holders of any class or series of Preferred Stock, any director may be removed from office only by the affirmative vote of the holders of not less than two-thirds (2/3) of the voting power of the issued and outstanding stock entitled to vote. Failure of an incumbent director to be nominated to serve an additional term of office shall not be deemed a removal from office requiring any stockholder vote.

Section 8. Stockholder Action. Any action required or permitted to be taken by the stockholders of the Corporation must be effective at a duly called Annual Meeting or at a special meeting of stockholders of the Corporation, unless such action requiring or permitting stockholder approval is approved by a majority of the Directors, in which case such action may be authorized or taken by the written consent of the holders of outstanding shares of voting stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting of stockholders at which all shares entitled to vote thereon were present and voted, provided all other requirements of applicable law and this Certificate of Incorporation have been satisfied.

Section 9. Special Stockholder Meeting. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by a majority of the Board. Special meetings may not be called by any other person or persons. Each special meeting shall be held at such date and time as is requested by Board, within the limits fixed by law.

Section 10. Location of Stockholder Meetings. Meetings of stockholders of the Corporation may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision of the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

Section 11. Private Property of Stockholders. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever and the stockholders shall not be personally liable for the payment of the Corporation's debts.

Section 12. Amendments. The Corporation reserves the right to adopt, repeal, rescind, alter or amend in any respect any provision contained in these Certificate of Incorporation in the manner now or hereafter prescribed by applicable law and all rights conferred on stockholders herein granted subject to this reservation.

Section 13. Term of Existence. The Corporation is to have perpetual existence.

Section 14. Liability of Directors. No director of this Corporation shall have personal liability to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director or officers involving any act or omission of any such director or officer. The foregoing provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or, which involve intentional misconduct or a knowing violation of law, (iii) under applicable Sections of the DGCL, (iv) the payment of dividends in violation of the DGCL or, (v) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Section 14 by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.

Section 15. Indemnification.

(a) Each person (including here and hereinafter, the heirs, executors, administrators or estate of such person) (1) who is or was a director or officer of the Corporation or who is or was serving at the request of the Corporation in the position of a director, officer, trustee, partner, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, or (2) who is or was an agent or employee (other than an officer) of the Corporation and as to whom the Corporation has agreed to grant such indemnity, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, costs and expenses, including attorneys' fees, asserted against him or incurred by him in his capacity as such director, officer, trustee, partner, agent or employee, or arising out of his status as such director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorney's fees, whether or not the Corporation would have the legal power to directly indemnify him against such liability.

(b) The rights granted under Section 15(a) shall include the right to be paid by the Corporation the expenses (including, without limitation, attorneys' fees and expenses) incurred in defending any such proceeding in advance of its final disposition (an "advancement of expenses"); except that, if the DGCL so requires, an advancement of expenses incurred by an beneficiary in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such beneficiary, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking , by or on behalf of such beneficiary, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such beneficiary is not entitled to be indemnified for such expenses under this Section 15(b) or otherwise. The rights to indemnification and to the advancement of expenses conferred in this Section 15 shall be contract rights and such rights shall continue as to a beneficiary who has ceased to be a director or officer and shall inure to the benefit of the beneficiary's heirs, executors and administrators. No amendment to this Section 15 that limits the Corporation's obligation regarding advancement of expenses shall have any effect on that right for a claim arising out of an act or omission that occurs prior to the date of the amendment.

(c) The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation or an administrator or fiduciary with respect to any employee benefit plan to the fullest extent of the provisions of this Section 15 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(d) Any indemnification or advancement of expenses made pursuant to this Section 15 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, these Certificate of Incorporation, the Bylaws or any agreement, vote of stockholders or disinterested directors or otherwise.

(e) If this Section 15 or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each director and officer of the Corporation to the fullest extent permitted by all portions of this Section 15 that has not been invalidated and to the fullest extent permitted by law.

Section 16. Forum Selection, Attorneys' Fees.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) an action asserting a claim arising pursuant to any provision of the DGCL, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the state of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants.

(b) If any action is brought by any party against another party, relating to or arising out of these Certificate of Incorporation, or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of these Certificate of Incorporation, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection any judgment obtained in any such proceeding. The provisions of this Section 16 shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

Section 17. Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Incorporation and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation as of February 16, 2017.

Sole Incorporator

RNC Investors, LLC

By: /s/ John Kleinert
John Kleinert
Managing Member

Annex A
Series B Notice of Conversion

(To be executed by a Series B Holder in order to convert shares of Series B Preferred Stock)

Subject to the terms and conditions of the Certificate of Incorporation of Ronco Brands, Inc., a Delaware corporation (the "Corporation"), the undersigned hereby elects to convert the number of shares of Series B Preferred Stock, par value $0.0001 per share (the "Series B Preferred Stock") of the Corporation indicated below into shares of common stock, par value $0.0001 per share (the "Common Stock") of the Corporation, according to the conditions hereof, as of the date written below.

The undersigned represents and warrants that the conversion effected herein will not violate, and the undersigned has not violated, the restrictions set forth in Section 4(d)(vii) of the Certificate of Incorporation of the Corporation as in effect as of the date of the formation of the Corporation.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Series B Preferred Stock held prior to conversion: _____

Number of shares of Series B Preferred Stock to be converted: _____

Number of shares of Common Stock to be issued: _____

Number of shares of Series B Preferred Stock held subsequent to conversion: _____

Address for Delivery:

_____

_____

_____

Series B Holder Name: _____

Signature: _____

By: _____

Title (if applicable): _____

Exhibit 2.2

**BYLAWS**
**OF**
**Ronco Brands, Inc.**
**a Delaware corporation**

1. *Offices*. Ronco Brands, Inc. (the "Corporation") may have an office or offices, and keep the books and records of the Corporation, except as may otherwise be required by applicable law, at such other place or places, either within or without the State of Delaware, as the Board may from time to time determine or the business of the Corporation may require.

2. *Meetings of Stockholders*.

2.1. *Annual Meetings*. The annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting shall be held at such time and date and place as the Board, by resolution, shall determine and as set forth in the notice of the meeting and shall be held at such place, either within or without the State of Delaware. If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day.

2.2. *Deferred Meeting for Election of Directors, etc*. If the annual meeting of stockholders for the election of directors and the transaction of other business is not held within the time specified in Section 2.1, the Board shall call a special meeting of stockholders for the election of directors and the transaction of other business as soon thereafter as convenient.

2.3. *Other Special Meetings*. A special meeting of stockholders (other than a special meeting for the election of directors), unless otherwise prescribed by statute, may only be called by the Board and may be called at any time by the Board. At any special meeting of stockholders, only such business may be transacted as is related to the purpose(s) of such meeting set forth in the notice thereof given pursuant to Section 2.5 or in any waiver of notice thereof given pursuant to Section 2.6.

2.4. *Fixing Record Date*. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or for the purpose of determining stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a date as of the record date for any such determination of stockholders. Such date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting nor more than sixty (60) days prior to any other action. If no such record date is fixed:

(a) The record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if no notice is given or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed;

(c) The record date for determining stockholders for any purpose other than those specified in Sections 2.4(a) and Section 2.4(b) shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

When a determination of stockholders entitled to notice of, or to vote at, any meeting of stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date for the adjourned meeting.

2.5. *Notice of Meetings of Stockholders; Location*. Except as otherwise provided in Section 2.4 and Section 2.6, whenever under any provision of the Delaware General Corporation Law (as the same may be amended and supplemented from time to time, and including any successor provision thereto, the "DGCL"), the Certificate of Incorporation of the Corporation (as the same may be amended, supplemented and/or restated from time to time, the "Certificate") or these Bylaws, stockholders are required or permitted to take any action at a meeting, written notice shall be given stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose(s) for which the meeting is called. Except as otherwise provided by any provision of the DGCL, a copy of the notice of any meeting shall be given, personally or by mail, not less than 10 nor more than 60 days before the date of the meeting, to each stockholder entitled to notice of, or to vote at, such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States Mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the Corporation that the notice required by this section has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken and, at the adjourned meeting, any business may be transacted that might have been transacted at the meeting originally called. If, however, the adjournment is for more than 60 days or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. The Board may designate the place of meeting for any meeting of Stockholders. If no designation is made by the Board, the place of meeting shall be the principal executive offices of the Corporation. The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by the DGCL

2.6. *Waivers of Notice*. Whenever notice is required to be given to the stockholders under any provision of the DGCL, or the Certificate or these Bylaws, a written waiver thereof, signed by a stockholder entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a stockholder at a meeting shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

2.7. *Quorum of Stockholders*; *Adjournment; Postponement*. The holders of a 33.33% of the voting power, present, in person or represented by proxy, shall be necessary and sufficient to constitute a quorum for the transaction of any business at such meeting, except where otherwise provided by any provision of the DGCL. When a quorum is once present to organize a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders. The Chairman, or the holders of a majority of the shares of stock present in person or represented by proxy at any meeting of stockholders, including an adjournment meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Any previously scheduled meeting of stockholders may be postponed, and any previously scheduled special meeting of Stockholders may be canceled, by the Board upon public notice given prior to the time previously scheduled for such meeting of stockholders.

2.8. *Voting*; *Proxies*.

(a) Unless otherwise provided in the Certificate, every stockholder of record shall be entitled at every meeting of stockholders to one vote for each share of capital stock standing in his name on the record of stockholders determined in accordance with Section 2.4. If the Certificate provides for more or less than one vote for any share on any matter, every reference in these Bylaws or any provision of the DGCL, to a majority or other proportion of stock shall refer to such majority to other proportion of the votes of such stock. The provisions of the DGCL shall apply in determining whether any shares of capital stock may be voted and the persons, if any entitled to vote such shares, but the Corporation shall be protected in treating the persons in whose names shares of capital stock stand on the record of stockholders as owners thereof for all purposes.

(b) In any uncontested election of directors, each person receiving a majority of the votes cast shall be deemed elected. For purposes of this paragraph, a 'majority of the votes cast' shall mean that the number of votes cast 'for' a director must exceed the number of votes cast 'against' that director (with 'abstentions' and 'broker non-votes' not counted as a vote cast with respect to that director). In any contested election of directors, the persons receiving a plurality of the votes cast, up to the number of directors to be elected in such election, shall be deemed elected. The Board may, but need not, establish policies and procedures regarding the nomination, election and resignation of directors, which policies and procedures may: (i) include a condition to nomination by the Board for election or re-election as a director that an individual agree to tender, if elected or re-elected, an irrevocable offer of resignation conditioned on: (A) failing to receive the required vote for re-election at the next meeting at which such person would face re-election and (B) acceptance of the resignation by the Board, (ii) require: (A) if one exists, the Corporation's nominating and governance committee or other committee designated by the Board (the "Nominating and Governance Committee") to make a recommendation to the Board on whether to accept or reject the resignation, or whether other action should be taken and (B) the Board to act on the Nominating and Governance Committee's recommendation and publicly disclose its decision and the rationale behind it within 90 days, to the extent practicable, from the date of the certification of the election results. A "contested election" is one in which: (i) the Secretary receives a notice that a Stockholder has nominated a person for election to the Board in compliance with the advance notice requirements for stockholder nominees for director set forth in Section 2.9 and (ii) such nomination has not been withdrawn by such stockholder on or before the 10$^{th}$ day before the Corporation first mails its notice of meeting for such meeting to the stockholders. An "uncontested election" is any election other than a contested election. All elections of directors shall be by written ballot unless otherwise provided in the Certificate.

(c) As to each matter submitted to a vote of the stockholders (other than the election of directors), except as otherwise provided by law or by the Certificate or by these Bylaws, such matter shall be decided by a majority of the votes cast on such matter.

(d) In voting on any other question on which a vote by ballot is required by law or is demanded by any stockholder entitled to vote (other than election of directors), the voting shall be by ballot. Each ballot shall be signed by the stockholder voting or by his proxy and shall state the number of shares voted. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person(s) to act for him by proxy. Any proxy to be used at a meeting of stockholders must be delivered to the Secretary of the Corporation or his or her representative at the principal executive offices of the Corporation at or before the time of the meeting. The validity and enforceability of any proxy shall be determined in accordance with the provisions of the DGCL. The Chairman shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at the meeting.

2.9. *Nomination of Directors.* Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as directors. Nominations of persons for election to the Board may be made at a meeting of stockholders at which directors are to be elected only (a) by or at the direction of the Board or (b) by any stockholder of the Corporation entitled to vote for the election of directors at a meeting who complies with the notice procedures set forth in Section 2.10.

2.10. *Notices of Business or Nominations for Director.*

(a) For director nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder, a stockholder's notice must include the following information and/or documents, as applicable: (A) the name and address of the stockholder giving the notice, as they appear on the Corporation's books, and of the beneficial owner of stock of the Corporation, if any, on whose behalf such nomination or proposal of other business is made (such beneficial owner, the "Beneficial Owner"); (B) representations that, as of the date of delivery of such notice, such stockholder is a holder of record of stock of the Corporation and is entitled to vote at such meeting and intends to appear in person or by proxy at such meeting to propose and vote for such nomination and any such other business; (C) as to each person whom the stockholder proposes to nominate for election or re-election as a director (a "Stockholder Nominee"): (1) all information relating to such Stockholder Nominee that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended from time to time, the "Exchange Act") or any successor provision thereto, including such Stockholder Nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected and to being named in the Corporation's proxy statement and form of proxy if the Corporation so determines, (2) a statement whether such Stockholder Nominee, if elected, intends to tender, promptly following such Stockholder Nominee's election or re-election, an irrevocable offer of resignation effective upon such Stockholder Nominee's failure to receive the required vote for re-election at the next meeting at which such Stockholder Nominee would face re-election and upon acceptance of such resignation by the Board; and (3) such other information as may be reasonably requested by the Corporation; (D) as to any other business that the stockholder proposes to bring before the meeting: (1) a brief description of such business, (2) the text of the proposal (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these Bylaws, the text of the proposed amendment) and (3) the reasons for conducting such business at the meeting; and (E) in all cases: (1) the name of each individual, firm, corporation, limited liability company, partnership, trust or other entity (including any successor thereto, a "Person") with whom the stockholder, any Beneficial Owner, any Stockholder Nominee and the respective affiliates and associates (as defined under Regulation 12B under the Exchange Act or any successor provision thereto) of such stockholder, Beneficial Owner and/or Stockholder Nominee (each of the foregoing, including, for the avoidance of doubt, the Stockholder, Beneficial Owner and/or Stockholder Nominee, a "Stockholder Group Member") either is acting in concert with respect to the Corporation or has any agreement, arrangement or understanding (whether written or oral) for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy given to such Person in response to a public proxy solicitation made generally by such Person to all holders of common stock of the Corporation) or disposing of any capital stock of the Corporation or to cooperate in obtaining, changing or influencing the control of the Corporation (except independent financial, legal and other advisors acting in the ordinary course of their respective businesses) (each Person described in this clause (1), including each Stockholder Group Member, a "Covered Person"), and a description, and, if in writing, a copy, of each such agreement, arrangement or understanding, (2) a list of the class, series and number of shares of capital stock of the Corporation that are beneficially owned or owned of record by each Covered Person, together with documentary evidence of such record or beneficial ownership, (3) a list of all derivative securities (as defined in Rule 16a-1 under the Exchange Act or any successor provision thereto) and other derivatives or similar arrangements to which any Covered Person is a counterparty and relating to any shares of capital stock of the Corporation, a description of all economic terms of all such derivative securities and other derivatives or similar arrangements and copies of all agreements and other documents relating to each of such derivative securities and other derivatives or similar arrangements, (4) a list of all transactions by any Covered Person involving any shares of capital stock of the Corporation or any derivative securities (as defined under Rule 16a-1 under the Exchange Act or any successor provision thereto) or other derivatives or similar arrangements related to any shares of capital stock of the Corporation entered into or consummated within 60 days prior to the date of such notice, (5) details of all other material interests of each Covered Person in such nomination or proposal or shares of capital stock of the Corporation (including any rights to dividends or performance-related fees based on any increase or decrease in the value of such shares of capital stock) and (6) a representation as to whether any Covered Person intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to, in the case of a nomination or nominations, at least the percentage of the Corporation's outstanding capital stock reasonably believed by the Covered Person to be sufficient to elect the nominee or nominees proposed to be nominated by the stockholder and, in the case of a proposal, holders of at least the percentage of the Corporation's outstanding capital stock required to elect any Stockholder Nominee or approve such proposal (such representation, the "Solicitation Representation").

(b) A notice delivered by or on behalf of any Stockholder under this Section 2.10 shall be deemed to be not in compliance with this Section 2.10 and not be effective if: (x) such notice does not include all of the information, documents and representations required under this Section 2.10, (y) after delivery of such notice, any information or document required to be included in such notice changes or is amended, modified or supplemented, as applicable, prior to the date of the relevant meeting and such information and/or document is not delivered to the Corporation by way of a further written notice as promptly as practicable following the event causing such change in information or amendment, modification or supplement, as applicable, and in any case where such event occurs within 45 days of the date of the relevant meeting, within five business days after such event or (z) any Covered Person does not act in accordance with the representation set forth in the Solicitation Representation; provided, however, that the Board shall have the authority to waive any such non-compliance if the Board determines that such action is appropriate in the exercise of its fiduciary duties.

(c) Notwithstanding Section 2.10(b), in the event that the number of directors to be elected to the Board is increased effective at the next annual meeting and there is no Public Announcement (as defined below) specifying the size of the increased Board made by the Corporation at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it is delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such Public Announcement is first made by the Corporation and such notice otherwise complies with the requirements of this Section 2.10. To be timely, a stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced by more than 30 days, or delayed by more than 90 days, from such anniversary date, or if no annual meeting was held in the preceding year, notice by a stockholder to be timely must be so delivered not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting and the 10th day following the day on which the Public Announcement of the date of such meeting is first made by the Corporation. In no event shall the Public Announcement of an adjournment or postponement of an annual meeting commence a new time period for the giving of a Stockholder's notice as described in this Section 2.10.

(d) "Public Announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act or any document delivered to all Stockholders (including any quarterly income statement).

2.11. *Selection and Duties of Inspectors at Meeting of Stockholders*. The Board, in advance of any meeting of stockholders, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at such meeting may and, on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspector(s) shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and shall do such acts as are proper to conduct the election or vote with fairness to all stockholders. On the request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspector(s) shall make a report in writing of any challenge, question or matter determined by him or them and execute a certificate of any fact found by him or them. Any report or certificate made by the inspector(s) shall be prima facie evidence of the facts stated and of the vote as certified by him or them.

2.12. *Organization*. At every meeting of stockholders, the Chief Executive Officer or, in the absence of the Chief Executive Officer, a President or a Vice President, and in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President, based on age, present) shall act as chairman of the meeting. In case none of the officers above designated to act as chairman or secretary of the meeting, respectively, shall be present, a chairman or a secretary of the meeting, as the case may be, may be chosen by a majority of the voting power, which includes the voting power which is present in person or represented by proxy and entitled to vote at the meeting.

2.13. *Order of Business*. The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority of the votes cast at such meeting by the holders of shares of capital stock present, in person or represented by proxy and entitled to vote at the meeting.

2.14. *Action Without Meeting*. Unless otherwise provided by the Certificate, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote if a consent in writing setting forth the action so taken is signed by the stockholders holding at least a majority of the voting power, except that if a different proportion of voting power is required for such action at a meeting, then that proportion of written consents is required. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed herein. An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section 2.14 to the extent permitted by law. Any such consent shall be delivered in accordance with the DGCL. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date of such meeting had been the date that written consents signed by a sufficient number of stockholders or members to take the action were delivered to the Corporation as provided by law.

2.15. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing

3. *Directors*.

3.1. *Number and Term*. Except as provided by any provision of the DGCL, the number of directors shall initially be three (3) or such other number of persons as the majority of the full Board, by resolution, may from time to time determine. The directors shall, except for filling vacancies (whether resulting from an increase in the number of directors, resignations, removals or otherwise), be elected at the annual meeting of the stockholders and each director shall be elected to serve until his successor is elected and qualifies. Directors need not be stockholders. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director. The members of the Board shall elect a chairman of the Board (the "Chairman") by a vote of a majority vote of all directors (which may include the vote of the person so elected).

3.2. *Resignations*. Any director, member of a committee or other officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein and, if no time be specified, at the time of its receipt by the Chief Executive Officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

3.3. *Vacancies*. Except as set forth in Section 3.4, if the office of any director, member of a committee or other officer becomes vacant (whether resulting from an increase in the number of directors, resignations, removals or otherwise), the remaining directors in office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

3.4. *Removal*. Any director(s) may be removed either for or without cause at any time by the affirmative vote of the holders of two-thirds (2/3) of the voting power of the issued and outstanding stock entitled to vote, at a special meeting of the stockholders called for that purpose and the vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of a majority in interest of the stockholders entitled to vote.

3.5. *Increase or Decrease of Number*. The number of directors may be increased or decreased only by the affirmative vote of a majority of the directors, though less than a quorum. Any newly created directorships may be filled in the same manner as a vacancy.

3.6. *Powers*. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except as otherwise provided by applicable law or by the Certificate. If any such provision is made in the Certificate, the powers and duties imposed upon the Board by applicable law shall be exercised or performed to such extent and by such person or persons as shall be provided in the Certificate. The Board shall exercise all of the powers of the Corporation except such as are by law, or by the Certificate of the Corporation or by these Bylaws, conferred upon or reserved to the stockholders.

3.7. *Conference Call*. Members of the Board or any committee designated by such Board may participate in a meeting of the Board or such committee by means of telephone conference or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation pursuant to this section shall constitute presence at such meeting.

3.8. *Committees*. The Board may, by resolution(s) passed by a majority of the whole Board, designate one or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member or such committee or committees, the member or members thereof present at any such meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these Bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, but no such committee shall have the power or authority in reference to amending the Certificate, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending these Bylaws of the Corporation and, unless the resolution, these Bylaws or the Certificate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

3.9. *Meetings*. Meetings of the Board, regular or special, may be held at any place within or without the State of Delaware.

(a) On the day when, and at the place where, the annual meeting of stockholders for the election of directors is held, and as soon as practicable thereafter, the Board may hold its annual meeting, without notice of such meeting, for the purposes or organization, election of officers and transaction of other business. The annual meeting of the Board may be held at any other time and place specified in a notice given as provided in this section for special meetings of the Board or in a waiver of notice thereof.

(b) Regular meetings of the directors may be held without notice at such place and time as shall be determined from time to time by resolution of the directors.

(c) Special meetings of the Board may be called by the Chief Executive Officer or by the Secretary on the written request of any two or more directors on at least ten (10) days' notice to each director and shall be held at such place(s) as may be determined by the directors, or as shall be stated in the call of the meeting.

(d) Anything in these Bylaws or in any resolution adopted by the Board to the contrary notwithstanding, notice of any meeting of the Board need not be given to any director who submits a signed waiver of such notice, whether before or after such meeting, or who attends such meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

3.10. *Quorum*. A majority of the directors in office from time to time shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained and no further notice thereof need be given, other than by announcement at the meeting which shall be so adjourned.

3.11. *Compensation*. Unless otherwise restricted by the Certificate, the Board shall have the authority to fix the compensation of the directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or paid a stated salary or paid other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed compensation for attending committee meetings.

3.12. *Action Without Meeting*. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if a written consent thereto is signed by all members of the Board, or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

3.13. *Telephone Meeting*. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

3.14. *Annual Report*. As soon as practicable after the close of each fiscal year, a report of the business and affairs of the Corporation to the shareholders shall be made under the direction of the Board, unless the Board determines, in its reasonable discretion, that such a report is not reasonably required.

4. *Officers*.

4.1. *Officers*. The Board may elect or appoint a Chief Executive Officer and such other officers as it may determine. The Board may designate one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or area of special competence of the Vice Presidents elected or appointed by it. Each officer shall hold his office until his successor is elected and qualified or until his earlier death, resignation or removal in the manner provided in Section 4.2. Any two or more offices may be held by the same person. The Board may require any officer to give a bond or other security for the faithful performance of his duties, in such amount and with such sureties as the Board may determine. All officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws or as the Board may from time to time determine.

4.2. *Removal of Officers*. Any officer elected or appointed by the Board may be removed by the Board with or without cause. The removal of an officer without cause shall be without prejudice to his contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

4.3. *Resignations*. Any officer may resign at any time by notifying the Board, the Chief Executive Officer or the Secretary in writing. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any.

4.4. *Vacancies*. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for the regular election or appointment to such office.

4.5. *Compensation*. Salaries or other compensation of the officers may be fixed from time to time by the Board. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that he is also a director.

4.6. *Chief Executive Officer*. The Chief Executive Officer shall have general supervision and direction of the business and affairs of the Corporation, subject to control of the Board, and shall report directly to the Board, and shall have supervisory responsibility over officers operating and discharging their responsibilities. The Chief Executive Officer shall perform all such other duties which are commonly incident to the capacity of Chief Executive Officer or which are delegated to him or her by the Board.

4.7. *President*. The President shall have general supervision and direction of the business and affairs of the Corporation as directed by the Chief Executive Officer. The President shall, if present, preside at all meetings of the stockholders. He may, with the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer, sign certificates for shares of the Corporation. He may sign and execute, in the name of the Corporation, deeds, mortgages, bonds, contracts and other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law otherwise to be signed or executed, and, in general, he shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board. If there is no President, the Chief Executive Officer shall perform the President's functions.

4.8. *Principal Financial Officer*. The Principal Financial Officer shall perform all the powers and duties of the office of the principal financial officer and in general have overall supervision of the financial operations of the Corporation. The Principal Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as he may agree with the Chief Executive Officer or as the Board may from time to time determine. If there is no Principal Financial Officer, the Chief Executive Officer shall perform the Principal Financial Officer's functions.

4.9. *Executive Vice Presidents*. At the request of the President or, in his absence, at the request of the Board, the Executive Vice Presidents shall (in such order as may be designated by the Board or, in the absence of any such designation, in order of seniority based on age) perform all of the duties of the President and, so acting, shall have all the powers of and be subject to all restrictions upon the President. Any Executive Vice President may also, with the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer, sign certificates for shares of the Corporation, may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments authorized by the Board, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law otherwise to be signed or executed, and shall perform such other duties as from time to time may be assigned to him by the Board or the President.

4.10. *Secretary*. The Secretary, if present, shall act as Secretary of all meetings of the stockholders and of the Board and shall keep the minutes thereof in the proper book(s) to be provided for that purpose; he shall see that all notices required to be given by the Corporation are duly given and served; he may, with the Chief Executive Officer or a Vice President, sign certificates for shares of the Corporation; he shall be custodian of the seal of the Corporation, if any, and may seal with the seal of the Corporation or a facsimile thereof, if any, all certificates for shares of capital stock of the Corporation and all documents; he shall have charge of the stock ledger and also of the other books, records and papers of the Corporation relating to its organization and management as a Corporation and shall see that the reports, statements and other documents required by law are properly kept and filed; and shall, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or the Chief Executive Officer. If there is no Secretary, the Chief Executive Officer shall perform the Secretary's functions.

4.11. *Treasurer*. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation; receive and give receipts for monies due and payable to the Corporation from any sources whatsoever; deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined in accordance with any provisions of these Bylaws, and be responsible for the accuracy of the amounts of all monies to disbursed; regularly enter or cause to be entered in books to be kept by him or under his direction full and adequate account of all monies received or paid by him for the account of the Corporation; have the right to require, from time to time, reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; render to the Chief Executive Officer or the Board, whenever the Chief Executive Officer or the Board, respectively, shall require him so to do, an account of the financial conditions of the Corporation and of all his transactions as Treasurer; exhibit at all reasonable times his books of account and other records to any of the directors upon application at the office of the Corporation where such books and records are kept; and, in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chief Executive Officer or the Board; and he may sign with the Chief Executive Officer or a Vice President certificates for shares of the capital stock of the Corporation. If there is no Treasurer, the Chief Executive Officer shall perform the Treasurer's functions.

4.12. *Assistant Secretaries and Assistant Treasurers*. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the Chief Executive Officer. Assistant Secretaries and Assistant Treasurers may, with the Chief Executive Officer or a Vice President, sign certificates for shares of the Corporation.

4.13. *Additional Matters.* The Chief Executive Officer, the President and the Principal Financial Officer of the Corporation shall have the authority to designate employees of the Corporation to have the title of Vice President, Assistant Vice President, Assistant Treasurer, Assistant Controller or Assistant Secretary. Any employee so designated shall have the powers and duties determined by the officer making such designation. The persons upon whom such titles are conferred shall not be deemed officers of the Corporation unless elected by the Board.

5. *Contracts, Checks, Drafts, Bank Accounts, etc*.

5.1. *Execution of Contracts*. The Board may authorize any officer, employee or agent, in the name and on behalf of the Corporation, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited.

5.2. *Loans*. The Chief Executive Officer or any other officer, employee or agent authorized by these Bylaws or by the Board may effect loans and advances at any time for the Corporation from any bank, trust company or other institutions or from any firm, corporation or individual and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidence of indebtedness of the Corporation and, when authorized by the Board to do so, may pledge and hypothecate or transfer any securities or the property of the Corporation as security for any such loans or advances. Such authority conferred by the Board may be general or confined to specific instances or otherwise limited.

5.3. *Checks, Drafts, etc*. All checks, drafts and other orders for the payment of money out of the funds of the Corporation and all notes or other evidence of indebtedness of the Corporation shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board.

5.4. *Deposits*. The funds of the Corporation not otherwise employed shall be deposited from time to time to the order of the Corporation in such banks, trust companies or other depositories as the Board may select or as may be selected by an officer, employee or agent of the Corporation to whom such power may from time to time be delegated by the Board.

6. *Stocks and Dividends*.

6.1. *Certificates Representing Shares*. The shares of the Corporation shall be represented by certificates in such form (consistent with the provisions of the DGCL) as shall be approved by the Board. Such certificates shall be signed by the Chief Executive Officer or the President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the seal of the Corporation or a facsimile thereof, if any. The signatures of the officers upon a certificate may be facsimiles, if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or its employees. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may, unless otherwise ordered by the Board, be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

6.2. *Transfer of Shares.* Transfers of shares of capital stock of the Corporation shall be made only on the books of the Corporation by the holder thereof or by his duly authorized attorney appointed by a power of attorney duly executed and filed with the Secretary or a transfer agent of the Corporation and on surrender of the certificate(s) representing such shares of capital stock properly endorsed for transfer and upon payment of all necessary transfer taxes. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled", with the date of cancellation, by the Secretary or an Assistant Secretary or the transfer agent of the Corporation. A person in whose name shares of capital stock shall stand on the books of the Corporation shall be deemed the owner thereof to receive dividends, to vote as such owner and for all other purposes as respects the Corporation, its stockholders and creditors for any purpose, except to render the transferee liable for the debts of the Corporation to the extent provided by law, until such transfer shall have been entered on the books of the Corporation by an entry showing from and to whom transferred.

6.3. *Registered Stockholders and Addresses of Stockholders.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of capital stock to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of capital stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by applicable law. Each stockholder shall designate to the Secretary or transfer agent of the Corporation an address at which notices of meetings and all other corporate notices may be given to such person, and, if any stockholder fails to designate such address, corporate notices may be given to such person by mail directed to such person at such person's post office address, if any, as the same appears on the stock record books of the Corporation or at such person's last known post office address or as otherwise provided by applicable law.

6.4. *Transfer and Registry Agents.* The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place(s) as may be determined from time to time by the Board.

6.5. *Lost, Destroyed, Stolen and Mutilated Certificates*. The holder of any shares shall immediately notify the Corporation of any loss, destruction, theft or mutilation of the certificate representing such shares and the Corporation may issue a new certificate to replace the certificate alleged to have been lost, destroyed, stolen or mutilated. The Board may, in its discretion, as a condition to the issue of any such new certificate, require the owner of the lost, destroyed, stolen or mutilated certificate, or his legal representatives, to make proof satisfactory to the Board of such loss, destruction, theft or mutilation and to advertise such fact in such manner as the Board may require, and to give the Corporation and its transfer agents and registrars, or such of them as the Board may require, a bond in such form, in such sums and with such surety or sureties as the Board may direct, to indemnify the Corporation and its transfer agents and registrars against any claim that may be made against any of them on account of the continued existence of any such certificate so alleged to have been lost, destroyed, stolen or mutilated and against any expense in connection with such claim.

6.6. *Regulations*. The Board may make rules and regulations as it may deem expedient, not inconsistent with these Bylaws or with the Certificate of Information, concerning the issue, transfer and registration of certificates representing shares of its capital stock.

6.7. *Restriction on Transfer of Stock*. A written restriction on the transfer or registration of transfer of capital stock of the Corporation, if permitted by the provisions of the DGCL, and noted conspicuously on the certificate representing such capital stock, may be enforced against the holder of the restricted capital stock of any successor or transferee of the holder including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder. Unless noted conspicuously on the certificate representing such capital stock, a restriction, even though permitted by the provisions of the DGCL, as the same may be amended and supplements, shall be ineffective except against a person with actual knowledge of the restriction. A restriction on the transfer or registration of transfer of capital stock of the Corporation may be imposed either by the Certificate or by an agreement among any number of stockholders or among such stockholders and the Corporation. No restriction so imposed shall be binding with respect to capital stock issued prior to the adoption of the restriction unless the holders of such capital stock are parties to an agreement or voted in favor of the restriction. Except to the extent that the corporation has obtained an opinion of counsel acceptable to the corporation that transfer restrictions are not required under applicable securities laws, or has otherwise satisfied itself that such transfer restrictions are not required, all certificates representing shares of the corporation shall bear a legend on the face of the certificate, or on the reverse of the certificate if a reference to the legend is contained on the face, which reads substantially as follows:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

6.8. *Dividends, Surplus, etc*. Subject to the provisions of the Certificate and of law, the Board:

(a) may declare and pay dividends or make other distributions on the outstanding shares of capital stock in such amounts and at such time to times as, in its discretion, the conditions of the affairs of the Corporation shall render advisable;

(b) may use and apply, in its discretion, any of the surplus of the Corporation in purchasing or acquiring any shares of capital stock of the Corporation, or purchase warrants therefor, in accordance with law, or any of its bonds, debentures, notes, scrip or other securities or evidence of indebtedness;

(c) may set aside from time to time out of such surplus or net profits such sum(s) as, in its discretion, it may think proper, as a reserve fund to meet contingencies, or for equalizing dividends or for the purpose of maintaining or increasing the property or business of the Corporation, or for any other purpose it may think conducive to the best interests of the Corporation.

7. *Miscellaneous*.

7.1. *Seal*. The Board shall have the power by resolution to adopt, make and use a corporate seal and to alter the form of such seal from time to time.

7.2. *Fiscal Year*. The fiscal year of the Corporation shall be determined, and may be changed, by resolution of the Board.

7.3. *Books and Records.* The Corporation shall: (1) Keep as permanent records minutes of all meetings of its stockholders and the Board, a record of all actions taken by the stockholders or the Board without a meeting, and a record of all actions taken by a committee of the Board exercising the authority of the Board on behalf of the Corporation; (2) Maintain appropriate accounting records; (3) Maintain a record of its stockholders, in a form that permits preparation of a list of the names and addresses of all stockholders, in alphabetical order by class of shares showing the number and class of shares held by each; provided, however, such record may be maintained by an agent of the Corporation; (4) Maintain its records in written form or in another form capable of conversion into written form within a reasonable time; and (5) Keep a copy of the following records at its principal office: (a) the Certificate as currently in effect; (b) these Bylaws and all amendments thereto as currently in effect; (c) the minutes of all meetings of stockholders and records of all action taken by stockholders; (d) without a meeting, for the past three years; (e) the Corporation's financial statements for the past three years; (f) all written communications to stockholders generally within the past three years; (g) a list of the names and business addresses of the current Directors and officers; and (h) the most recent annual report delivered to the Delaware Secretary of State

7.4. *Forum Selection; Attorney's Fees.* Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) an action asserting a claim arising pursuant to any provision of the DGCL, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the state of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. If any action is brought by any party against another party, relating to or arising out of these Bylaws, or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of these Bylaws, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Corporation and any other parties asserting a claim as set forth in the initial paragraph of this section, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection any judgment obtained in any such proceeding. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

7.5. *Subject to Law and Certificate of Incorporation.* All powers, duties and responsibilities provided for in these Bylaws, whether or not explicitly so qualified, are qualified by the provisions of the Certificate and applicable law.

7.6. *Facsimile Signatures.* In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used at any time unless otherwise restricted by the Board or a committee thereof.

7.7. *Time Periods.* In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

7.8. *Electronic Transmission.* For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

8. *Indemnification; Insurance*.

8.1. *Indemnification in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation.* Subject to Section 8.3 and Section 8.10 , the Corporation shall, to the fullest extent permitted by the DGCL and applicable Delaware law as in effect at any time, indemnify, hold harmless and defend any person who: (i) was or is a director or officer of the Corporation or was or is a director or officer of a direct or indirect wholly owned subsidiary of the Corporation, and (ii) was or is a party or is threatened to be made a party to, or was or is otherwise directly involved in (including as a witness), any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person was or is a director or officer of the Corporation or any direct or indirect wholly owned subsidiary of the Corporation, or was or is serving at the request of the Corporation as a director, officer, employee, partner, member or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, whether the basis of such proceeding is alleged action in an official capacity or in any other capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea or nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

8.2. *Indemnification in Actions, Suits or Proceedings by or in the Right of the Corporation.* Subject to Section 8.3 and Section 8.10, the Corporation shall indemnify, hold harmless and defend any person who: (i) was or is a director or officer of the Corporation or was or is a director or officer of a direct or indirect wholly owned subsidiary of the Corporation, and (ii) was or is a party or is threatened to be made a party to, or was or is otherwise directly involved in (including as a witness), any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person was or is a director or officer of the Corporation or any direct or indirect wholly owned subsidiary of the Corporation, or was or is serving at the request of the Corporation as a director, officer, employee, partner, member or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, and whether the basis of such action, suit or proceeding is alleged action in an official capacity or in any other capacity, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts in the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court in the State of Delaware or such other court shall deem proper.

8.3. *Authorization of Indemnification.* Any indemnification or defense under this Section 8 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2, as the case may be. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination,: (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding set forth in Section 8.1 or Section 8.2 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

8.4. *Good Faith Defined.* For purposes of any determination under Section 8.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on good faith reliance on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 8.4 shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person was or is serving at the request of the Corporation as a director, officer, employee, partner, member or agent. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 8.1 or Section 8.2, as the case may be.

8.5. *Expenses Payable in Advance.* Expenses, including attorney's fees, incurred by a current or former director or officer in defending any action, suit or proceeding described in Section 8.1 or Section 8.2 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Section 8.

8.6. *Non-exclusivity of Indemnification and Advancement of Expenses.* The indemnification, defense and advancement of expenses provided by or granted pursuant to this Section 8 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 8.1 or Section 8.2 shall be made to the fullest extent permitted by applicable law. The provisions of this Section 8 shall not be deemed to preclude the indemnification of, or advancement of expenses to, any person who is not specified in Section 8.1 or Section 8.2 but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL or otherwise.

8.7. *Insurance.* The Corporation may purchase and maintain insurance on behalf of any person who was or is a director, officer, employee or agent of the Corporation, or a direct or indirect wholly owned subsidiary of the Corporation, or was or is serving at the request of the Corporation, as a director, officer, employee, partner, member or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify, hold harmless or defend such person against such liability under the provisions of this Section 8.

8.8. *Certain Definitions.* For purposes of this Section 8, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who was or is a director, officer, employee or agent of such constituent corporation, or was or is serving at the request of such constituent corporation as a director, officer, employee, partner, member or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Section 8 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Section 8, references to "fines" shall include any excise taxes assessed on a person with respect of any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Section 8.

8.9. *Survival of Indemnification and Advancement of Expenses.* The indemnification, defense and advancement of expenses provided by, or granted pursuant to, this Section 8 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.10. *Limitation on Indemnification.* Notwithstanding anything contained in this Section 8 to the contrary, except for proceedings to enforce rights to indemnification and defense under this Section 8 (which shall be governed by Section 8.11(b)), the Corporation shall not be obligated under this Section 8 to indemnify, hold harmless or defend any director, officer, employee or agent in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board.

*8.11. Contract Rights.*

(a) The obligations of the Corporation under this Section 8 to indemnify, hold harmless and defend a person who was or is a director or officer of the Corporation or was or is a director or officer of a direct or indirect wholly-owned subsidiary of the Corporation, including the duty to advance expenses, shall be considered a contract between the Corporation and such person, and no modification or repeal of any provision of this Section 8 shall affect, to the detriment of such person, such obligations of the Corporation in connection with a claim based on any act or failure to act occurring before such modification or repeal.

(b) If a claim under Section 8.1, Section 8.2 or Section 8.5 is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 45 days, the person making such claim may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the fullest extent permitted by applicable law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, such person shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by such person to enforce a right to indemnification hereunder (but not in a suit brought by such person to enforce a right to an advancement of expenses) it shall be a defense, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that such person has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of such person is proper in the circumstances because such person has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its Stockholders) that such person has not met such applicable standard of conduct, shall create a presumption that such person has not met the applicable standard of conduct or, in the case of such a suit brought by such person, be a defense to such suit.

8.12. *Indemnification Agreements*. Without limiting the generality of the foregoing, the Corporation shall have the express authority to enter into such agreements as the Board deems appropriate for the indemnification of present or future directors and officers of the Corporation in connection with their service to, or status with, the Corporation or any other corporation, entity or enterprise with whom such person is serving at the express written request of the Corporation.

9. *Amendments*. These Bylaws may be altered or repealed and Bylaws may be made at any annual meeting of the stockholders or at any special meeting thereof, if notice of the proposed alteration or repeal of Bylaw or Bylaws to be made be contained in the notice of such special meeting, by the affirmative vote of a majority of the voting power of the capital stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the Board at any regular meeting of the Board, or at any special meeting of the Board, if notice of the proposed alteration or repeal, or Bylaw or Bylaws to be made, be contained in the notice of such meeting.

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Exhibit 4.1

**FORM OF SUBSCRIPTION AGREEMENT**

**The securities offered hereby are highly speculative. Investing in shares of Ronco Brands, Inc. involves significant risks. This investment is suitable only for persons who can afford to lose their entire investment. Furthermore, investors must understand that such investment could be illiquid for an indefinite period of time. No public market currently exists for the securities, and if a public market develops following this offering, it may not continue.**

**The securities offered hereby have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"), or any state securities or blue sky laws and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and state securities or blue sky laws. Although an offering statement ("*Offering Statement*") has been filed with the Securities and Exchange Commission (the "SEC"), that offering statement does not include the same information that would be included in a registration statement under the Securities Act. The securities have not been approved or disapproved by the SEC, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or the adequacy or accuracy of the offering circular or any other materials or information made available to subscriber in connection with this offering. Any representation to the contrary is unlawful.**

**No sale may be made to persons in this offering who are not "accredited investors" if the aggregate purchase price is more than 10% of the greater of such investors' annual income or net worth. The Company is relying on the representations and warranties set forth by each subscriber in this subscription agreement and the other information provided by subscriber in connection with this offering to determine compliance with this requirement.**

**Prospective investors may not treat the contents of the subscription agreement, the offering circular or any of the other materials available (collectively, the "*Offering Materials*") or any prior or subsequent communications from the Company or any of its officers, employees or agents (including "testing the waters" materials) as investment, legal or tax advice. In making an investment decision, investors must rely on their own examination of the Company and the terms of this offering, including the merits and the risks involved. Each prospective investor should consult the investor's own counsel, accountant and other professional advisor as to investment, legal, tax and other related matters concerning the investor's proposed investment.**

**The Company reserves the right in its sole discretion and for any reason whatsoever to modify, amend and/or withdraw all or a portion of the offering and/or accept or reject in whole or in part any prospective investment in the securities or to allot to any prospective investor less than the amount of securities such investor desires to purchase.**

**Except as otherwise indicated, the Offering Materials speak as of their date. Neither the delivery nor the purchase of the securities shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since that date.**

This agreement ("***Agreement***") is made as of the date set forth below by and between the undersigned ("***Subscriber***") and RONCO BRANDS, INC., a Delaware corporation (the "***Company***"), and is intended to set forth certain representations, covenants and agreements between Subscriber and the Company with respect to the offering (the "***Offering***") for sale by the Company of shares of its common stock (the "***Shares***") as described in the Company's Offering Circular dated _____, 2017 (the "***Offering Circular***"), a copy of which has been delivered to Subscriber. The Shares are also referred to herein as the "***Securities***."

## ARTICLE I
## SUBSCRIPTION

**1.01** **Subscription.** Subject to the terms and conditions hereof, Subscriber hereby revocably subscribes for and agrees to purchase from the Company the number of Shares set forth on the Subscription Agreement Signature Page, and the Company agrees to sell such Shares to Subscriber at a purchase price of $6.00 per Share for the total amount set forth on the Subscription Agreement Signature Page (the "***Purchase Price***"), subject to the Company's right to sell to Subscriber such lesser number of Shares as the Company may, in its sole discretion, deem necessary or desirable. Such revocable subscription shall become irrevocable upon both the qualification of the Offering Statement by the SEC and the subscription is accepted by the Company.

**1.02** **Delivery of Subscription Amount; Acceptance of Subscription; Delivery of Securities**. Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

(a) Except as otherwise provided in Section 1.02(b) of this Agreement, contemporaneously with the electronic execution and delivery of this Agreement through the online platform of Direct Transfer, Subscriber shall pay the Purchase Price for the Shares by ACH debit transfer, wire transfer or by major credit card to the specified bank account maintained by Regions Bank. Payments made by major credit card shall be limited to $300 per Subscriber;

(b) Payment of the Purchase Price shall be made by Subscriber through the online platform of Direct Transfer to Regions Bank (the "Escrow Agent") and received and held by Escrow Agent in a non-interest bearing escrow account ("Escrow Account") in compliance with SEC Rule 15c2-4, with funds released to the Company only after we closed on the subscription as described in the Circular. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be notified by the Transfer Agent that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber;

(c) This subscription shall be deemed to be accepted only when this Agreement has been signed by an authorized officer or agent of the Company, and the deposit of the payment of the purchase price for clearance will not be deemed an acceptance of this Agreement;

(d) The Company shall have the right to reject this subscription, in whole or in part;

(e) The payment of the Subscription Amount (or, in the case of rejection of a portion of the Subscriber's subscription, the part of the payment relating to such rejected portion) will be returned promptly, without interest or deduction, if Subscriber's subscription is rejected in whole or in part or if the Offering is withdrawn or canceled;

(f) Upon the release of Subscriber's Purchase Price to the Company by the Escrow Agent, Subscriber shall receive notice and evidence of the digital book-entry (or other manner of record) of the number of the Shares owned by Subscriber reflected on the books and records of the Company and verified by Direct Transfer, acting in the capacity of transfer agent (the "***Transfer Agent***"), which books and records shall bear a notation that the Shares were sold in reliance upon Regulation A.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of each Closing Date:

**2.01** **Requisite Power and Authority**. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement has been or will be effectively taken prior to the Closing. Upon execution and delivery, this Subscription Agreement will be a valid and binding obligation of Subscriber, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

**2.02** **Investment Representations**. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement. Subscriber is purchasing the Shares for Subscriber's own account.

**2.03** **Illiquidity and Continued Economic Risk**. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

**2.04** **Accredited Investor Status or Investment Limits**. Subscriber represents that either:

(a) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Subscriber represents and warrants that the information set forth in response to question (c) on the Subscription Agreement Signature Page hereto concerning Subscriber is true and correct; or

(b) The Purchase Price set out in paragraph (b) of the Subscription Agreement Signature Page, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth.

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

**2.05** **Shareholder Information**. Within five days after receipt of a request from the Company, Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject, including, without limitation, the need to determine the accredited status of the Company's shareholders. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

**2.06** **Company Information**. Subscriber has read the Offering Circular filed with the SEC, including the section titled "Risk Factors." Subscriber acknowledges that no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

**2.07** **Valuation**. Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

**2.08** **Domicile**. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

**2.09** **Placement Agent Fees.** Except for the placement agent fees to Wellington Shields & Co., LLC, no fees or commissions will be payable by the Company to brokers, finders or investment bankers with respect to the sale of any of the Common Stock or the consummation of the transactions contemplated by this Agreement. The Company agrees that it will indemnify and hold harmless the Subscriber from and against any and all claims, demands or liabilities for broker's, finder's, placement or other similar fees or commissions incurred by the Company or alleged to have been incurred by the Company in connection with the sale of the Common Stock or the consummation of the transactions contemplated by this Agreement.

**2.10** **Foreign Investors**. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

**2.10** **Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

(a) The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Securities or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Securities, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(b) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective subscriber if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(c) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

(d) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(e) The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Securities (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

(f) ANTI MONEY LAUNDERING REQUIREMENTS

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

| What are we required to do to eliminate money laundering? | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

## ARTICLE III
## SURVIVAL; INDEMNIFICATION

**3.01** **Survival; Indemnification**. All representations, warranties and covenants contained in this Agreement and the indemnification contained herein shall survive (a) the acceptance of this Agreement by the Company, (b) changes in the transactions, documents and instruments described herein which are not material or which are to the benefit of Subscriber, and (c) the death or disability of Subscriber. Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants in Article II hereof and that the Company has relied upon such representations, warranties and covenants in determining Subscriber's qualification and suitability to purchase the Securities. Subscriber hereby agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and controlling persons, from and against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees and disbursements), judgments or amounts paid in settlement of actions arising out of or resulting from the untruth of any representation of Subscriber herein or the breach of any warranty or covenant herein by Subscriber. Notwithstanding the foregoing, however, no representation, warranty, covenant or acknowledgment made herein by Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to it under the Securities Act or state securities laws.

## ARTICLE IV
## MISCELLANEOUS PROVISIONS

**4.01** **Captions and Headings**. The Article and Section headings throughout this Agreement are for convenience of reference only and shall in no way be deemed to define, limit or add to any provision of this Agreement.

**4.02** **Notification of Changes.** Subscriber agrees and covenants to notify the Company immediately upon the occurrence of any event prior to the consummation of this Offering that would cause any representation, warranty, covenant or other statement contained in this Agreement to be false or incorrect or of any change in any statement made herein occurring prior to the consummation of this Offering.

**4.03** **Assignability**. This Agreement is not assignable by Subscriber, and may not be modified, waived or terminated except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought.

**4.04** **Binding Effect**. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns, and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and assigns.

**4.05** **Obligations Revocable**. The obligations of Subscriber shall be revocable until they become irrevocable when both the Offering Circular has been qualified by the SEC and the subscription is accepted by the Company.

**4.06** **Entire Agreement; Amendment.** This Agreement states the entire agreement and understanding of the parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written. No amendment of the Agreement shall be made without the express written consent of the parties.

**4.07** **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, which shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**4.08** **Venue; Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of Delaware.

**4.09** **Notices**. All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified mail, postage prepaid, with return receipt requested, addressed to the parties as follows: to the Company, 15505 Long Vista Drive, Suite 250, Austin, TX 78728, and to Subscriber, at the address indicated below. Any party may change its address for purposes of this Section by giving notice as provided herein.

**4.10** **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

**4.11** **Digital Signatures**. Digital ("electronic") signatures, often referred to as an "e-signature", enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures. The mechanics of this Subscription Agreement's electronic signature include your signing this Agreement below by typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a securities hash within an SSL encrypted environment. This electronically signed Subscription Agreement will be available to both you and the Company, as well as any associated brokers, so they can store and access it at any time, and it will be stored and accessible on the Direct Transfer's software tools platform and hosting provider, including backups. You and the Company each hereby consents and agrees that electronically signing this Agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, all parties agree that no certification authority or other third party verification is necessary to validate any electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and such transaction shall be considered authorized by you. You agree your electronic signature is the legal equivalent of your manual signature on this Subscription Agreement you consent to be legally bound by this Subscription Agreement's terms and conditions. Furthermore, you and the Company each hereby agrees that all current and future notices, confirmations and other communications regarding this Subscription Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in this Subscription Agreement or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients spam filters by the recipients email service provider, or due to a recipient's change of address, or due to technology issues by the recipients service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

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**RONCO BRANDS, INC.**
**Investor Profile**
***(Must be completed by Subscriber)***

**Section A - Personal Investor Information**

Investor Name(s): _____

Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Date of Birth: _____ Marital Status: _____
Joint Party Date of Birth: _____ Investment Experience (Years): _____
Annual Income: _____ Liquid Net Worth: _____
Net Worth: _____

Tax Bracket: _____ 15% or below _____ 25% - 27.5% _____ Over 27.5%

Home Street Address: _____

Home City, State & Zip Code: _____

Home Phone: _____ Home Fax: _____ Home Email: _____

Employer: _____

Employer Street Address: _____

Employer City, State & Zip Code: _____

Bus. Phone: _____ Bus. Fax: _____ Bus. Email: _____

Type of Business: _____

Outside Broker/Dealer: _____

**Section B - Certificate Delivery Instructions**

**Shares will be issued only in book-entry form rather than in a physical certificate.**

**RONCO BRANDS, INC.**
**SUBSCRIPTION AGREEMENT SIGNATURE PAGE**

The undersigned, desiring to purchase shares of common stock of Ronco Brands, Inc., by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The number of Shares the undersigned hereby revocably subscribes for (which shall become an irrevocable subscription upon both the qualification of the Offering Statement by the SEC and acceptance of the subscription by the Company) is:

_____
(enter number of Shares)

(b) The aggregate Purchase Price (based on a price of $6.00 per Share) for the Shares the undersigned hereby revocably subscribes for (which shall become an irrevocable subscription upon both the qualification of the Offering Statement by the SEC and acceptance of the subscription by the Company) is:

$ _____
(enter total Purchase Price)

(c) Check the applicable box:

□ The undersigned is an accredited investor (as that term is defined in Regulation D under the Securities Act). The undersigned has checked the appropriate box on the attached Certificate of Accredited Investor Status indicating the basis of such accredited investor status.

□ The amount set forth in paragraph (b) above (together with any previous investments in the Securities pursuant to this offering) does not exceed 10% of the greater of the undersigned's net worth or annual income.

(d) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

_____

(print name of owner or joint owners)

**INDIVIDUALS**

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement _____, 2017.

_____

(Signature of subscriber)

PRINT NAME: _____

COMPANY NAME (IF APPLICABLE):

_____

TITLE OF SIGNER (IF APPLICABLE):

_____

TAXPAYER IDENTIFICATION OR

SOCIAL
SECURITY NO.: _____

RESIDENCE OR BUSINESS ADDRESS:

_____

Street

_____

City State Zip

MAILING ADDRESS (If different from business address):

_____

Street

_____

City State Zip

ACCEPTED AND AGREED TO:

RONCO BRANDS, INC.:

By: _____
Name: _____
Title: _____

Date: _____, 2017

**CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES**

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement _____, 2017.

_____
NAME OF SUBSCRIBER

By: _____
Name: _____
Title: _____

Date: _____, 2017

_____
TAXPAYER IDENTIFICATION OR

SOCIAL
SECURITY NO.: _____

RESIDENCE OR BUSINESS ADDRESS:

_____
Street

_____
City State Zip

MAILING ADDRESS (If different from business address):

_____
Street

_____
City State Zip

ACCEPTED AND AGREED TO:

RONCO BRANDS, INC.:

By: _____
Name: _____
Title: _____

Date: _____, 2017

**CERTIFICATE OF ACCREDITED INVESTOR STATUS**

The undersigned is an individual "accredited investor," as that term is defined in Regulation D under the Securities Act of 1933, as amended (the "Act"). The undersigned has checked the box below indicating the basis on which it is representing its status as an "accredited investor":

☐ a bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(a)(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

☐ a natural person whose individual net worth, or joint net worth with the undersigned's spouse, excluding the "net value" of his or her primary residence, at the time of this purchase exceeds $1,000,000 and having no reason to believe that net worth will not remain in excess of $1,000,000 for the foreseeable future, with "net value" for such purposes being the fair value of the residence less any mortgage indebtedness or other obligation secured by the residence, but subtracting such indebtedness or obligation only if it is a liability already considered in calculating net worth;

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with the undersigned's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment; or

☐ an entity in which all of the equity holders are "accredited investors" by virtue of their meeting one or more of the above standards.

☐ an individual who is a director or executive officer of Ronco Brands, Inc.

Exhibit 6.1

**Ronco Holdings, Inc.**

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (the "Agreement"), by and among Ronco Holdings, Inc., a Delaware corporation ("Company"), and William Moore ("Employee"), is hereby entered into as of April 1, 2017 (the “Effective Date”).

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and to supersede all previous employment agreements by and between Employee and Company or its present or past affiliates, hereby agree as follows:

**1. EMPLOYMENT AND DUTIES.**

(a) Subject to the terms and conditions of this Agreement, the Company hereby employs Employee as Chief Executive Officer of the Company. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of such position and will report directly to the Chief Executive Officer of the Company. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to paragraph l(b) hereof, agrees to devote Employee's full business time, attention and efforts to promote and further the business of the Company. Employee shall faithfully adhere to, execute and fulfill all policies established by the Company.

(b) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made not violate the terms of paragraph 3 hereof.

(c) To the extent Employee is asked to serve as an officer or director of Ronco Brands, Inc., the parent holding company of the Company, Employee’s duties to Ronco Brands, Inc. shall be deemed to have been included in this Agreement, shall not be entitled to any additional compensation hereunder, and shall be covered by all provisions of the Agreement mutatis mutandis.

**2. TERM.** The Company employs Employee for a period commencing on the Effective Date and ending on the third anniversary of the Effective Date hereof (the "Term"), subject to termination prior to such date pursuant to Section 6 hereof.

**3. COMPENSATION.** For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) Base Salary. The base salary payable hereunder to Employee shall equal $200,000 per year, payable on a regular basis in accordance with the Company's standard payroll procedures but not less than monthly. In addition, on at least an annual basis, the Company's Board of Directors (the "Board"), together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may make additional increases to such base salary if, in its discretion, any such additional increase is warranted.

(b) Executive Perquisites, Benefits, And Other Compensation. Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

(i) Payment of that portion of the total premiums for coverage for Employee under health, hospitalization, disability, dental, life and other insurance plans that the Company may have in effect from time to time, to the extent permitted by law without triggering any penalties or taxes on either the Company or Employee under the Patient Protection and Affordable Care Act and/or Internal Revenue Code. The benefits provided to Employee under this clause (i) shall be at least equal to such benefits provided to executives or employees in similar positions at the Company.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.

(iii) The Company shall provide Employee with other executive perquisites (including, but not limited to, participation in the Company's Long-Term Incentive Plan) as may be available to or deemed appropriate for Employee by the Board and participation in all other Company-wide employee benefits as available from time to time. Employee shall be entitled to five (5) weeks of vacation per year in addition to all Federal holidays. Vacation shall be non-cumulative, and if not used, shall expire on December 31 of each year of this Agreement unless extended in writing by the Company.

(iv) On at least an annual basis, the Company's Board, together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may award Employee performance-based compensation in its sole discretion, if deemed warranted. Any such performance-based compensation may be in cash or in securities of the Company, or any combination thereof, and shall be subject to such timing of receipt, vesting and any other conditions (including but not limited to conditions which may extend beyond the termination of this contract) as imposed by the Board at the time of such grant and at the time of adoption of any plan under which such performance-based compensation may be granted, if any.

**4. NON-COMPETITION AND NON-SOLICITATION.**

(a) Employee acknowledges that during the course of Employee's employment Employee will receive confidential and proprietary information from and concerning the Company. Employee also acknowledges that the Company will make substantial investments in the development of the Company's goodwill and in Employee's professional development. The capital expended to develop this goodwill directly benefits Employee and should continue to do so in the event that the relationship between the Company and Employee is terminated. Likewise, the Company has conferred and will confer a direct economic benefit on Employee. Employee agrees that the Company is entitled to protect these business interests and investments and to prevent Employee from using or taking advantage of the foregoing economic benefits to the Company's detriment. Employee shall sign a separate non-competition agreement which shall include appropriate covenants related to the Company's ownership of any innovations, designs, or intellectual property that Employee may develop or contribute to during Employee's tenure with the Company.

(b) Employee agrees that, except for services and duties performed for or on behalf of the Company according to this Agreement, Employee will not, during the period of Employee's employment with the Company, and for a period (the "Restricted Period") of one (1) years immediately following the termination of Employee's employment under this Agreement, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation, association, enterprise, venture or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer, lender or in a managerial capacity, whether as an employee, independent contractor, agent, consultant or advisor or as a sales representative, or similar business in direct competition with those aspects of the business of the Company or any subsidiary of the Company, with which Employee has had any involvement, within United States of America, Canada and all other countries in which customers of the Company have access to the world wide web (the "Territory");

(ii) solicit any person who is, at that time, or who has been within one (1) year prior to that time, an employee of the Company for the purpose or with the intent of enticing such employee away from or out of the employ of the Company;

(iii) solicit any person or entity which is, at that time, or which has been within one (1) year prior to that time, a customer, including, but not limited to, any live shopping service provider or supplier of the Company for the purpose of soliciting or selling products or services in direct competition with those aspects of the business of the Company or any subsidiary of the Company with which Employee has had any involvement, within the Territory;

(iv) solicit any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor or potential competitor, which candidate was, to Employee's knowledge, either called upon by the Company or for which the Company made an acquisition analysis, for the purpose of acquiring such entity. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than five percent (5%) of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(c) In recognition of the substantial nature of such potential damages and the difficulty of measuring economic losses to the Company as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which they would have no other adequate remedy, Employee agrees that in the event of breach by Employee of the foregoing covenant, the Company shall be entitled to specific performance of this provision and co-injunctive and other equitable relief.

(d) It is agreed by the parties that the foregoing covenants in this paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of the Company on the date of the execution of this Agreement and the current plans of the Company and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of the Company throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee.

(e) All of the covenants in this paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants. Further, this paragraph 4 shall survive the termination of this Agreement and the termination of Employee's employment with the Company. It is specifically agreed that the period of one (1) year following termination of employment stated at the beginning of this paragraph 4, during which the agreements and covenants of Employee made in this paragraph 4 shall be effective, shall be computed by excluding from such computation any time during which Employee is in violation of any provision of this paragraph 4, and that such period shall terminate upon Company's failure to pay its obligation pursuant to Section 5 below (which obligations shall remain payable regardless of the termination of this paragraph 4).

**5. TERMINATION; RIGHTS ON TERMINATION.** This Agreement and Employee's employment may be terminated by the Employer for any one of the following causes, with the applicable payment obligations in each case:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate, heirs or other descendants or representatives.

(b) Disability. If as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for three (3) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of three (3) month period, but which shall not be effective earlier than the last day of three (3) month period), the Company may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability at any time prior to the date one-half of the Term of this Agreement has expired, Employee shall receive for an additional six months from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In the event this Agreement is terminated as a result of Employee's disability at any time after one-half of the Term of this Agreement has expired, Employee shall receive for the remainder of the Term of this Agreement from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In either case, all outstanding but unvested stock, options, or stock equivalents will vest or accelerate immediately, will be the property of the estate, heirs or other descendants, and may be exercised pursuant to section 7 below.

(c) Cause. The Company may, in its sole and absolute discretion, terminate the employment of Employee hereunder immediately upon delivery of written notice to Employee, or at such later time as the Company may specify in such notice, for "Cause." As used in this Agreement "Cause" includes, but is not limited to, the following: (1) Employee's willful and material breach of this Agreement; (2) Employee's gross negligence in the performance, or intentional nonperformance, (continuing for ten (10) days after receipt of written notice of need to cure) of any of Employee's material duties and responsibilities hereunder; (3) Employee's willful dishonesty or fraud in the business or affairs of the Company; (4) Employee's conviction of a felony crime; (5) chronic alcohol or illegal drug abuse by Employee; (6) Employee's willful injury to any independent contractor, employee or agent of the Company, or to any other person in the course of Employee's performance of services for the Company; (7) in the judgment of the Board of Directors, the Employee sexually harassing any employee, agent or contractor of the Company or committing any act which otherwise creates an offensive work environment for employees, agents or contractors of the Company; (8) Employee's misappropriation of Company funds; or (9) any such other conduct by Employee that, by a majority vote of the Board of Directors of the Company, the Board deems injurious to the Company, its officers or employees or its reputation, and inconsistent with Employee's continued employment with the Company.

The Company shall not be limited to termination as a remedy for any damaging, injurious, improper or illegal act by Employee, but may also seek damages, injunction, or such other remedy as the Company may deem appropriate under the circumstances. If Employee's employment is terminated for Cause, Employee agrees to vacate the Company's offices on or before the effective date of the termination and to return and deliver to the Company at such time all Company property. In the event of a termination for Cause, as enumerated above, Employee shall have no right to any severance compensation.

(d) Without Cause. The Company may, without Cause, terminate this Agreement and Employee's employment, effective ninety (90) days after written notice is provided by the Company to Employee. Employee may only be terminated without Cause by the Company during the Term hereof if such termination is approved by a majority of the members of the Board. Should Employee be terminated by the Company without Cause during the initial Term or any renewal term, Employee shall be entitled to receive from the Company severance equal to the remaining Term under this Agreement, giving effect any past renewals thereof, but without assuming any additional renewals, and all unvested stock, stock equivalents or stock options shall immediately vest in full and become free and clear of any Company-imposed restrictions. The severance compensation shall be paid in accordance with the Company's standard payroll procedures but not less than monthly. In the event of termination in accordance with this Paragraph 5(d), Company will continue to provide the Company-paid insurance benefits set forth in Paragraph 3(b)(i) until the end of the term of the Agreement existing at the time of such Termination Without Cause.

If Employee resigns, Employee shall receive no severance compensation.

(e) Termination Upon Change In Control. Any termination of the Employee's employment by Company hereunder for any reason, with or without Cause, within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above. In addition, and notwithstanding anything to the contrary herein, if Employee resigns within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, such resignation shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above only if such resignation follows one of the following conditions which arises without Employee's consent and which occurs in connection with or following the Change in Control: (i) a material diminution in the nature or scope of Employee's responsibilities, duties, authority or compensation or (ii) the relocation of Employee's principal place of business to a location that is in excess of 50 miles from Employee's current place of business; provided, however, that Employee provides the Company (or its acquirer, if such resignation occurs after a Change in Control) with at least 30 days prior written notice of his intent to resign and the alleged violation(s) is not remedied within the 30-day period.

(A) For purposes of this Agreement, a "Change in Control" shall mean:

(i) The acquisition (other than by or from the Company), at any time after the date hereof, by any person, entity or "group" acquiring 51% or more of either the then outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors (together with such common stock, "Voting Securities"); or

(ii) Approval by the shareholders of the Company of a reorganization, merger or consolidation with respect to which persons who were the shareholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 51% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities.

(f) Upon termination of this Agreement for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above. All other rights and obligations of the Company and Employee under this Agreement shall cease as of the effective date of termination, except that the Company's obligations under paragraph 10 hereof and Employee's obligations under paragraphs 4, 5, 8, 9 and 11 hereof shall survive such termination in accordance with their terms. Further, unless Employee and the Company otherwise agree in writing, upon termination of this Agreement for any reason, Employee will immediately resign from all directors, officer or other positions held with the Company.

(g) If termination of Employee's employment arises out of the Company's failure to pay Employee the amounts to which he is entitled under this Agreement or as a result of any other material breach of this Agreement by the Company, as determined pursuant to the provisions of paragraph 16 below, the Company shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder. Further, none of the provisions of paragraph 4 hereof shall apply in the event this Agreement is terminated as a result of a material breach by the Company.

**6. RESERVED.**

**7. PURCHASE RIGHT ON EMPLOYEE'S STOCK AND OPTIONS.**

Upon (i) death or retirement of Employee, or (ii) the Company's termination of Employee's employment with the Company by reason of Disability, Employee or next of kin will have (90) days to exercise any outstanding vested options.

**8. COMPANY PROPERTY; INVENTIONS.**

(a) All records, designs, patents, business plans, financial statements, manuals, memoranda, lists, and other property delivered to or compiled by Employee by or on behalf of the Company or their representatives, vendors, or customers which pertain to the business of the Company shall be and remain the property of the Company, as the case may be, and be subject at all times to their discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities, or future plans of the Company which is collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

(b) Employee shall disclose promptly to the Company any and all significant conceptions and ideas for inventions, improvements, and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment, and which are directly related to the business or activities of the Company and which Employee conceives as a result of Employee's employment by the Company. Employee hereby assigns and agrees to assign all of Employee's interests therein to the Company or its nominee. Whenever requested to do so by the Company, Employee shall execute any and all applications, assignments, or other instruments that the Company shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect the Company's interest therein.

**9. CONFIDENTIALITY AND PROPRIETARY INFORMATION.**

(a) Acknowledgement. Employee acknowledges and agrees that in the course of rendering services to the Company and its customers, Employee will have access to and will become acquainted with confidential and proprietary information about the professional, business and financial affairs of the Company, its affiliates and its vendors, suppliers and customers, and that Employee may have contributed to or may in the future contribute to such information. Employee further recognizes that Employee is being employed as a key employee, that the Company is engaged in a highly competitive business, and that the success of the Company in the marketplace and business depends upon its goodwill and reputation for integrity, quality and dependability. Employee recognizes that in order to guard the legitimate interests of the Company it is necessary for the Company to protect all such confidential and proprietary information, goodwill and reputation.

(b) Proprietary Information. In the course of Employee's service to the Company, Employee may have access to confidential know-how, business documents or information, marketing data, client lists and trade secrets which are confidential. Such information shall hereinafter be called "Proprietary Information" and shall include any and all items enumerated in the preceding sentence which come within the scope of the business activities of the Company as to which Employee has had or may have access, whether previously existing, now existing or arising hereafter, whether or not conceived or developed by others or by Employee alone or with others during the period of his service to the Company, and whether or not conceived or developed during regular working hours. "Proprietary Information" shall not include any information which is in the public domain during the period of service by Employee or becomes public thereafter, provided such information is not in the public domain as a consequence of disclosure by Employee in violation of this Agreement.

(c) Fiduciary Obligations. Employee agrees and acknowledges that the Proprietary Information is of critical importance to the Company and a violation of this Section 8 will seriously and irreparably impair and damage the Company's business. Employee therefore agrees, while he is an employee of the Company, and for a period of 1 year following termination of this Agreement, to keep all Proprietary Information strictly confidential.

(d) Non-Disclosure. Except as required by law or order of any court or governmental entity or in connection with the proper performance of his duties hereunder, Employee shall not disclose, directly or indirectly (except as required by law), any Proprietary Information to any person other than (a) the Company, (b) persons who are authorized employees of the Company at the time of such disclosure, (c) such other persons, including prospective investors or lenders, to whom Employee has been instructed to make disclosure by the Company's Board, or (d) Employee's counsel, so long as such counsel agrees to keep all Proprietary Information confidential (in the case of clauses (b) and (c), only to the extent required in the course of Employee's service to the Company). Upon any termination of Employee's employment hereunder, Employee shall deliver to the Company all notes, letters, documents, tapes, discs, recorded data and records which may contain Proprietary Information which are then in Employee's possession or control and shall not retain, use, or make any copies, summaries or extracts thereof.

**10. INDEMNIFICATION.** In the event Employee is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Company against Employee), by reason of the fact that Employee is or was performing services under this Agreement or as a Director of the Company, then the Company shall indemnify Employee against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith. In the event that both Employee and the Company are made a party to the same third-party action, complaint, suit, or proceeding, the Company agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to the Company for errors or omissions made in good faith where Employee has not exhibited gross, willful and wanton negligence and misconduct or performed criminal and fraudulent acts which materially damage the business of the Company.

**11. REPRESENTATIONS OF EMPLOYEE.** Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and his employment by the Company and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client, or any other person or entity. Further, Employee agrees to indemnify the Company for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Company based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

Employee has and will continue to truthfully disclose to the Company the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(1) any criminal complaint, indictment or criminal proceeding related to the Company's business in which Employee is named as a defendant, or not related to the Company's business which in the reasonable opinion of Company's general counsel would have a negative effect on the business or reputation of the Company;

(2) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee by any licensing authority or industry association relating to the business of the Company; and

(3) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the business of the Company.

**12. ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on Employee and the Company and Employee's and the Company's respective heirs, successors and assigns; provided, however, that Employee shall have no right to assign Employee's rights or duties under this contract to any other person. In the event of the sale, merger or consolidation of the Company, Employee specifically agrees that the Company may assign the Company's rights and obligations hereunder to the Company's successor, assign or purchaser. In addition, and in any event, the Company may, at any time, assign the Company's rights and obligations under this Agreement to any person that is an affiliate of the Company or to any person which, after any such assignment, employs at least 50% of the employees employed by the Company immediately prior to the assignment.

**13. COMPLETE AGREEMENT; AMENDMENTS.** This Agreement supersedes any other agreements or understandings, written or oral, among the Company and Employee, and Employee has no oral representations, understandings or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This written Agreement is the final, complete, and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term.

**14. NOTICE.** Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company: Ronco Holdings, Inc.
15505 Long Vista Drive
Austin, TX 78728
Attention: William Moore

To Employee: _____
_____
_____

Notice shall be deemed given and effective three (3) days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or, in any other case, when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph 14.

**15. SEVERABILITY.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. Employee and the Company agree and acknowledge that the provisions of paragraphs 4 and 9 are material and of the essence to this Agreement. If the scope of any restriction or covenant contained therein should be or become too broad or extensive to permit enforcement thereof to its fullest extent, then such restriction or covenant shall be enforced to the maximum extent permitted by law, and Employee hereby consents and agrees that (a) it is the parties intention and agreement that the covenants and restrictions contained therein be enforced as written, and (b) in the event a court of competent jurisdiction should determine that any restriction or covenant contained therein is too broad or extensive to permit enforcement thereof to its fullest extent, the scope of any such restriction or covenant may be modified accordingly in any judicial proceeding brought to enforce such restriction or covenant, but should be modified to permit enforcement of the restrictions and covenants contained herein to the maximum extent the court, in its judgment, will permit.

**16. ARBITRATION.** Any unresolved dispute or controversy arising under or in connection with this Agreement or Employee's employment with the Company (or any termination thereof) shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Travis County, Texas, in accordance with the rules of the American Arbitration Association then in effect. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The Company shall pay the reasonable fees and expenses of any arbitration proceeding in connection with this Agreement.

**17. GOVERNING LAW.** This Agreement shall in all respects be construed according to the laws of the State of Texas.

**18. HEADINGS.** The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent or intent of the Agreement or of any part hereof.

**19. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date first above written.

The Company:
Ronco Holdings, Inc.

By

/s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Employee:

/s/ William Moore
Name: William Moore

Exhibit 6.2

**Ronco Holdings, Inc.**

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (the "Agreement"), by and among Ronco Holdings, Inc., a Delaware corporation ("Company"), and Jason Post ("Employee"), is hereby entered into as of April 1, 2017 (the “Effective Date”).

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and to supersede all previous employment agreements by and between Employee and Company or its present or past affiliates, hereby agree as follows:

**1. EMPLOYMENT AND DUTIES.**

(a) Subject to the terms and conditions of this Agreement, the Company hereby employs Employee as Principal Financial Officer of the Company. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of such position and will report directly to the Chief Executive Officer of the Company. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to paragraph l(b) hereof, agrees to devote Employee's full business time, attention and efforts to promote and further the business of the Company. Employee shall faithfully adhere to, execute and fulfill all policies established by the Company.

(b) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made not violate the terms of paragraph 3 hereof.

(c) To the extent Employee is asked to serve as an officer or director of Ronco Brands, Inc., the parent holding company of the Company, Employee’s duties to Ronco Brands, Inc. shall be deemed to have been included in this Agreement, shall not be entitled to any additional compensation hereunder, and shall be covered by all provisions of the Agreement mutatis mutandis.

**2. TERM.** The Company employs Employee for a period commencing on the Effective Date and ending on the third anniversary of the Effective Date hereof (the "Term"), subject to termination prior to such date pursuant to Section 6 hereof.

**3. COMPENSATION.** For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) Base Salary. The base salary payable hereunder to Employee shall equal $140,000 per year, payable on a regular basis in accordance with the Company's standard payroll procedures but not less than monthly. In addition, on at least an annual basis, the Company's Board of Directors (the "Board"), together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may make additional increases to such base salary if, in its discretion, any such additional increase is warranted.

(b) Executive Perquisites, Benefits, And Other Compensation. Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

(i) Payment of that portion of the total premiums for coverage for Employee under health, hospitalization, disability, dental, life and other insurance plans that the Company may have in effect from time to time, to the extent permitted by law without triggering any penalties or taxes on either the Company or Employee under the Patient Protection and Affordable Care Act and/or Internal Revenue Code. The benefits provided to Employee under this clause (i) shall be at least equal to such benefits provided to executives or employees in similar positions at the Company.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.

(iii) The Company shall provide Employee with other executive perquisites (including, but not limited to, participation in the Company's Long-Term Incentive Plan) as may be available to or deemed appropriate for Employee by the Board and participation in all other Company-wide employee benefits as available from time to time. Employee shall be entitled to five (5) weeks of vacation per year in addition to all Federal holidays. Vacation shall be non-cumulative, and if not used, shall expire on December 31 of each year of this Agreement unless extended in writing by the Company.

(iv) On at least an annual basis, the Company's Board, together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may award Employee performance-based compensation in its sole discretion, if deemed warranted. Any such performance-based compensation may be in cash or in securities of the Company, or any combination thereof, and shall be subject to such timing of receipt, vesting and any other conditions (including but not limited to conditions which may extend beyond the termination of this contract) as imposed by the Board at the time of such grant and at the time of adoption of any plan under which such performance-based compensation may be granted, if any.

**4. NON-COMPETITION AND NON-SOLICITATION.**

(a) Employee acknowledges that during the course of Employee's employment Employee will receive confidential and proprietary information from and concerning the Company. Employee also acknowledges that the Company will make substantial investments in the development of the Company's goodwill and in Employee's professional development. The capital expended to develop this goodwill directly benefits Employee and should continue to do so in the event that the relationship between the Company and Employee is terminated. Likewise, the Company has conferred and will confer a direct economic benefit on Employee. Employee agrees that the Company is entitled to protect these business interests and investments and to prevent Employee from using or taking advantage of the foregoing economic benefits to the Company's detriment. Employee shall sign a separate non-competition agreement which shall include appropriate covenants related to the Company's ownership of any innovations, designs, or intellectual property that Employee may develop or contribute to during Employee's tenure with the Company.

(b) Employee agrees that, except for services and duties performed for or on behalf of the Company according to this Agreement, Employee will not, during the period of Employee's employment with the Company, and for a period (the "Restricted Period") of one (1) years immediately following the termination of Employee's employment under this Agreement, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation, association, enterprise, venture or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer, lender or in a managerial capacity, whether as an employee, independent contractor, agent, consultant or advisor or as a sales representative, or similar business in direct competition with those aspects of the business of the Company or any subsidiary of the Company, with which Employee has had any involvement, within United States of America, Canada and all other countries in which customers of the Company have access to the world wide web (the "Territory");

(ii) solicit any person who is, at that time, or who has been within one (1) year prior to that time, an employee of the Company for the purpose or with the intent of enticing such employee away from or out of the employ of the Company;

(iii) solicit any person or entity which is, at that time, or which has been within one (1) year prior to that time, a customer, including, but not limited to, any live shopping service provider or supplier of the Company for the purpose of soliciting or selling products or services in direct competition with those aspects of the business of the Company or any subsidiary of the Company with which Employee has had any involvement, within the Territory;

(iv) solicit any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor or potential competitor, which candidate was, to Employee's knowledge, either called upon by the Company or for which the Company made an acquisition analysis, for the purpose of acquiring such entity. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than five percent (5%) of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(c) In recognition of the substantial nature of such potential damages and the difficulty of measuring economic losses to the Company as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which they would have no other adequate remedy, Employee agrees that in the event of breach by Employee of the foregoing covenant, the Company shall be entitled to specific performance of this provision and co-injunctive and other equitable relief.

(d) It is agreed by the parties that the foregoing covenants in this paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of the Company on the date of the execution of this Agreement and the current plans of the Company and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of the Company throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee.

(e) All of the covenants in this paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants. Further, this paragraph 4 shall survive the termination of this Agreement and the termination of Employee's employment with the Company. It is specifically agreed that the period of one (1) year following termination of employment stated at the beginning of this paragraph 4, during which the agreements and covenants of Employee made in this paragraph 4 shall be effective, shall be computed by excluding from such computation any time during which Employee is in violation of any provision of this paragraph 4, and that such period shall terminate upon Company's failure to pay its obligation pursuant to Section 5 below (which obligations shall remain payable regardless of the termination of this paragraph 4).

**5. TERMINATION; RIGHTS ON TERMINATION.** This Agreement and Employee's employment may be terminated by the Employer for any one of the following causes, with the applicable payment obligations in each case:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate, heirs or other descendants or representatives.

(b) Disability. If as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for three (3) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of three (3) month period, but which shall not be effective earlier than the last day of three (3) month period), the Company may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability at any time prior to the date one-half of the Term of this Agreement has expired, Employee shall receive for an additional six months from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In the event this Agreement is terminated as a result of Employee's disability at any time after one-half of the Term of this Agreement has expired, Employee shall receive for the remainder of the Term of this Agreement from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In either case, all outstanding but unvested stock, options, or stock equivalents will vest or accelerate immediately, will be the property of the estate, heirs or other descendants, and may be exercised pursuant to section 7 below.

(c) Cause. The Company may, in its sole and absolute discretion, terminate the employment of Employee hereunder immediately upon delivery of written notice to Employee, or at such later time as the Company may specify in such notice, for "Cause." As used in this Agreement "Cause" includes, but is not limited to, the following: (1) Employee's willful and material breach of this Agreement; (2) Employee's gross negligence in the performance, or intentional nonperformance, (continuing for ten (10) days after receipt of written notice of need to cure) of any of Employee's material duties and responsibilities hereunder; (3) Employee's willful dishonesty or fraud in the business or affairs of the Company; (4) Employee's conviction of a felony crime; (5) chronic alcohol or illegal drug abuse by Employee; (6) Employee's willful injury to any independent contractor, employee or agent of the Company, or to any other person in the course of Employee's performance of services for the Company; (7) in the judgment of the Board of Directors, the Employee sexually harassing any employee, agent or contractor of the Company or committing any act which otherwise creates an offensive work environment for employees, agents or contractors of the Company; (8) Employee's misappropriation of Company funds; or (9) any such other conduct by Employee that, by a majority vote of the Board of Directors of the Company, the Board deems injurious to the Company, its officers or employees or its reputation, and inconsistent with Employee's continued employment with the Company.

The Company shall not be limited to termination as a remedy for any damaging, injurious, improper or illegal act by Employee, but may also seek damages, injunction, or such other remedy as the Company may deem appropriate under the circumstances. If Employee's employment is terminated for Cause, Employee agrees to vacate the Company's offices on or before the effective date of the termination and to return and deliver to the Company at such time all Company property. In the event of a termination for Cause, as enumerated above, Employee shall have no right to any severance compensation.

(d) Without Cause. The Company may, without Cause, terminate this Agreement and Employee's employment, effective ninety (90) days after written notice is provided by the Company to Employee. Employee may only be terminated without Cause by the Company during the Term hereof if such termination is approved by a majority of the members of the Board. Should Employee be terminated by the Company without Cause during the initial Term or any renewal term, Employee shall be entitled to receive from the Company severance equal to the remaining Term under this Agreement, giving effect any past renewals thereof, but without assuming any additional renewals, and all unvested stock, stock equivalents or stock options shall immediately vest in full and become free and clear of any Company-imposed restrictions. The severance compensation shall be paid in accordance with the Company's standard payroll procedures but not less than monthly. In the event of termination in accordance with this Paragraph 5(d), Company will continue to provide the Company-paid insurance benefits set forth in Paragraph 3(b)(i) until the end of the term of the Agreement existing at the time of such Termination Without Cause.

If Employee resigns, Employee shall receive no severance compensation.

(e) Termination Upon Change In Control. Any termination of the Employee's employment by Company hereunder for any reason, with or without Cause, within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above. In addition, and notwithstanding anything to the contrary herein, if Employee resigns within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, such resignation shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above only if such resignation follows one of the following conditions which arises without Employee's consent and which occurs in connection with or following the Change in Control: (i) a material diminution in the nature or scope of Employee's responsibilities, duties, authority or compensation or (ii) the relocation of Employee's principal place of business to a location that is in excess of 50 miles from Employee's current place of business; provided, however, that Employee provides the Company (or its acquirer, if such resignation occurs after a Change in Control) with at least 30 days prior written notice of his intent to resign and the alleged violation(s) is not remedied within the 30-day period.

(A) For purposes of this Agreement, a "Change in Control" shall mean:

(i) The acquisition (other than by or from the Company), at any time after the date hereof, by any person, entity or "group" acquiring 51% or more of either the then outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors (together with such common stock, "Voting Securities"); or

(ii) Approval by the shareholders of the Company of a reorganization, merger or consolidation with respect to which persons who were the shareholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 51% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities.

(f) Upon termination of this Agreement for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above. All other rights and obligations of the Company and Employee under this Agreement shall cease as of the effective date of termination, except that the Company's obligations under paragraph 10 hereof and Employee's obligations under paragraphs 4, 5, 8, 9 and 11 hereof shall survive such termination in accordance with their terms. Further, unless Employee and the Company otherwise agree in writing, upon termination of this Agreement for any reason, Employee will immediately resign from all directors, officer or other positions held with the Company.

(g) If termination of Employee's employment arises out of the Company's failure to pay Employee the amounts to which he is entitled under this Agreement or as a result of any other material breach of this Agreement by the Company, as determined pursuant to the provisions of paragraph 16 below, the Company shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder. Further, none of the provisions of paragraph 4 hereof shall apply in the event this Agreement is terminated as a result of a material breach by the Company.

**6. RESERVED.**

**7. PURCHASE RIGHT ON EMPLOYEE'S STOCK AND OPTIONS.**

Upon (i) death or retirement of Employee, or (ii) the Company's termination of Employee's employment with the Company by reason of Disability, Employee or next of kin will have (90) days to exercise any outstanding vested options.

**8. COMPANY PROPERTY; INVENTIONS.**

(a) All records, designs, patents, business plans, financial statements, manuals, memoranda, lists, and other property delivered to or compiled by Employee by or on behalf of the Company or their representatives, vendors, or customers which pertain to the business of the Company shall be and remain the property of the Company, as the case may be, and be subject at all times to their discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities, or future plans of the Company which is collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

(b) Employee shall disclose promptly to the Company any and all significant conceptions and ideas for inventions, improvements, and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment, and which are directly related to the business or activities of the Company and which Employee conceives as a result of Employee's employment by the Company. Employee hereby assigns and agrees to assign all of Employee's interests therein to the Company or its nominee. Whenever requested to do so by the Company, Employee shall execute any and all applications, assignments, or other instruments that the Company shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect the Company's interest therein.

**9. CONFIDENTIALITY AND PROPRIETARY INFORMATION.**

(a) Acknowledgement. Employee acknowledges and agrees that in the course of rendering services to the Company and its customers, Employee will have access to and will become acquainted with confidential and proprietary information about the professional, business and financial affairs of the Company, its affiliates and its vendors, suppliers and customers, and that Employee may have contributed to or may in the future contribute to such information. Employee further recognizes that Employee is being employed as a key employee, that the Company is engaged in a highly competitive business, and that the success of the Company in the marketplace and business depends upon its goodwill and reputation for integrity, quality and dependability. Employee recognizes that in order to guard the legitimate interests of the Company it is necessary for the Company to protect all such confidential and proprietary information, goodwill and reputation.

(b) Proprietary Information. In the course of Employee's service to the Company, Employee may have access to confidential know-how, business documents or information, marketing data, client lists and trade secrets which are confidential. Such information shall hereinafter be called "Proprietary Information" and shall include any and all items enumerated in the preceding sentence which come within the scope of the business activities of the Company as to which Employee has had or may have access, whether previously existing, now existing or arising hereafter, whether or not conceived or developed by others or by Employee alone or with others during the period of his service to the Company, and whether or not conceived or developed during regular working hours. "Proprietary Information" shall not include any information which is in the public domain during the period of service by Employee or becomes public thereafter, provided such information is not in the public domain as a consequence of disclosure by Employee in violation of this Agreement.

(c) Fiduciary Obligations. Employee agrees and acknowledges that the Proprietary Information is of critical importance to the Company and a violation of this Section 8 will seriously and irreparably impair and damage the Company's business. Employee therefore agrees, while he is an employee of the Company, and for a period of 1 year following termination of this Agreement, to keep all Proprietary Information strictly confidential.

(d) Non-Disclosure. Except as required by law or order of any court or governmental entity or in connection with the proper performance of his duties hereunder, Employee shall not disclose, directly or indirectly (except as required by law), any Proprietary Information to any person other than (a) the Company, (b) persons who are authorized employees of the Company at the time of such disclosure, (c) such other persons, including prospective investors or lenders, to whom Employee has been instructed to make disclosure by the Company's Board, or (d) Employee's counsel, so long as such counsel agrees to keep all Proprietary Information confidential (in the case of clauses (b) and (c), only to the extent required in the course of Employee's service to the Company). Upon any termination of Employee's employment hereunder, Employee shall deliver to the Company all notes, letters, documents, tapes, discs, recorded data and records which may contain Proprietary Information which are then in Employee's possession or control and shall not retain, use, or make any copies, summaries or extracts thereof.

**10. INDEMNIFICATION.** In the event Employee is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Company against Employee), by reason of the fact that Employee is or was performing services under this Agreement or as a Director of the Company, then the Company shall indemnify Employee against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith. In the event that both Employee and the Company are made a party to the same third-party action, complaint, suit, or proceeding, the Company agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to the Company for errors or omissions made in good faith where Employee has not exhibited gross, willful and wanton negligence and misconduct or performed criminal and fraudulent acts which materially damage the business of the Company.

**11. REPRESENTATIONS OF EMPLOYEE.** Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and his employment by the Company and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client, or any other person or entity. Further, Employee agrees to indemnify the Company for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Company based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

Employee has and will continue to truthfully disclose to the Company the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(1) any criminal complaint, indictment or criminal proceeding related to the Company's business in which Employee is named as a defendant, or not related to the Company's business which in the reasonable opinion of Company's general counsel would have a negative effect on the business or reputation of the Company;

(2) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee by any licensing authority or industry association relating to the business of the Company; and

(3) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the business of the Company.

**12. ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on Employee and the Company and Employee's and the Company's respective heirs, successors and assigns; provided, however, that Employee shall have no right to assign Employee's rights or duties under this contract to any other person. In the event of the sale, merger or consolidation of the Company, Employee specifically agrees that the Company may assign the Company's rights and obligations hereunder to the Company's successor, assign or purchaser. In addition, and in any event, the Company may, at any time, assign the Company's rights and obligations under this Agreement to any person that is an affiliate of the Company or to any person which, after any such assignment, employs at least 50% of the employees employed by the Company immediately prior to the assignment.

**13. COMPLETE AGREEMENT; AMENDMENTS.** This Agreement supersedes any other agreements or understandings, written or oral, among the Company and Employee, and Employee has no oral representations, understandings or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This written Agreement is the final, complete, and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term.

**14. NOTICE.** Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company: Ronco Holdings, Inc.
15505 Long Vista Drive
Austin, TX 78728
Attention: William Moore

To Employee: _____
_____
_____

Notice shall be deemed given and effective three (3) days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or, in any other case, when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph 14.

**15. SEVERABILITY.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. Employee and the Company agree and acknowledge that the provisions of paragraphs 4 and 9 are material and of the essence to this Agreement. If the scope of any restriction or covenant contained therein should be or become too broad or extensive to permit enforcement thereof to its fullest extent, then such restriction or covenant shall be enforced to the maximum extent permitted by law, and Employee hereby consents and agrees that (a) it is the parties intention and agreement that the covenants and restrictions contained therein be enforced as written, and (b) in the event a court of competent jurisdiction should determine that any restriction or covenant contained therein is too broad or extensive to permit enforcement thereof to its fullest extent, the scope of any such restriction or covenant may be modified accordingly in any judicial proceeding brought to enforce such restriction or covenant, but should be modified to permit enforcement of the restrictions and covenants contained herein to the maximum extent the court, in its judgment, will permit.

**16. ARBITRATION.** Any unresolved dispute or controversy arising under or in connection with this Agreement or Employee's employment with the Company (or any termination thereof) shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Travis County, Texas, in accordance with the rules of the American Arbitration Association then in effect. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The Company shall pay the reasonable fees and expenses of any arbitration proceeding in connection with this Agreement.

**17. GOVERNING LAW.** This Agreement shall in all respects be construed according to the laws of the State of Texas.

**18. HEADINGS.** The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent or intent of the Agreement or of any part hereof.

**19. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date first above written.

The Company:
Ronco Holdings, Inc.

By

/s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Employee:

/s/ Jason Post
Name: Jason Post

Exhibit 6.3

**Ronco Holdings, Inc.**

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (the "Agreement"), by and among Ronco Holdings, Inc., a Delaware corporation ("Company"), and Stephen Krout ("Employee"), is hereby entered into as of April 1, 2017 (the “Effective Date”).

In consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and to supersede all previous employment agreements by and between Employee and Company or its present or past affiliates, hereby agree as follows:

**1. EMPLOYMENT AND DUTIES.**

(a) Subject to the terms and conditions of this Agreement, the Company hereby employs Employee as Executive Vice President of the Company. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of such position and will report directly to the Chief Executive Officer of the Company. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to paragraph l(b) hereof, agrees to devote Employee's full business time, attention and efforts to promote and further the business of the Company. Employee shall faithfully adhere to, execute and fulfill all policies established by the Company.

(b) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made not violate the terms of paragraph 3 hereof.

(c) To the extent Employee is asked to serve as an officer or director of Ronco Brands, Inc., the parent holding company of the Company, Employee’s duties to Ronco Brands, Inc. shall be deemed to have been included in this Agreement, shall not be entitled to any additional compensation hereunder, and shall be covered by all provisions of the Agreement mutatis mutandis.

**2. TERM.** The Company employs Employee for a period commencing on the Effective Date and ending on the third anniversary of the Effective Date hereof (the "Term"), subject to termination prior to such date pursuant to Section 6 hereof.

**3. COMPENSATION.** For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) Base Salary. The base salary payable hereunder to Employee shall equal $185,000 per year, payable on a regular basis in accordance with the Company's standard payroll procedures but not less than monthly. In addition, on at least an annual basis, the Company's Board of Directors (the "Board"), together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may make additional increases to such base salary if, in its discretion, any such additional increase is warranted.

(b) Executive Perquisites, Benefits, And Other Compensation. Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

(i) Payment of that portion of the total premiums for coverage for Employee under health, hospitalization, disability, dental, life and other insurance plans that the Company may have in effect from time to time, to the extent permitted by law without triggering any penalties or taxes on either the Company or Employee under the Patient Protection and Affordable Care Act and/or Internal Revenue Code. The benefits provided to Employee under this clause (i) shall be at least equal to such benefits provided to executives or employees in similar positions at the Company.

(ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of Employee's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.

(iii) The Company shall provide Employee with other executive perquisites (including, but not limited to, participation in the Company's Long-Term Incentive Plan) as may be available to or deemed appropriate for Employee by the Board and participation in all other Company-wide employee benefits as available from time to time. Employee shall be entitled to five (5) weeks of vacation per year in addition to all Federal holidays. Vacation shall be non-cumulative, and if not used, shall expire on December 31 of each year of this Agreement unless extended in writing by the Company.

(iv) On at least an annual basis, the Company's Board, together with the Compensation Committee of the Company's Board, if any, will review Employee's performance and may award Employee performance-based compensation in its sole discretion, if deemed warranted. Any such performance-based compensation may be in cash or in securities of the Company, or any combination thereof, and shall be subject to such timing of receipt, vesting and any other conditions (including but not limited to conditions which may extend beyond the termination of this contract) as imposed by the Board at the time of such grant and at the time of adoption of any plan under which such performance-based compensation may be granted, if any.

**4. NON-COMPETITION AND NON-SOLICITATION.**

(a) Employee acknowledges that during the course of Employee's employment Employee will receive confidential and proprietary information from and concerning the Company. Employee also acknowledges that the Company will make substantial investments in the development of the Company's goodwill and in Employee's professional development. The capital expended to develop this goodwill directly benefits Employee and should continue to do so in the event that the relationship between the Company and Employee is terminated. Likewise, the Company has conferred and will confer a direct economic benefit on Employee. Employee agrees that the Company is entitled to protect these business interests and investments and to prevent Employee from using or taking advantage of the foregoing economic benefits to the Company's detriment. Employee shall sign a separate non-competition agreement which shall include appropriate covenants related to the Company's ownership of any innovations, designs, or intellectual property that Employee may develop or contribute to during Employee's tenure with the Company.

(b) Employee agrees that, except for services and duties performed for or on behalf of the Company according to this Agreement, Employee will not, during the period of Employee's employment with the Company, and for a period (the "Restricted Period") of one (1) years immediately following the termination of Employee's employment under this Agreement, for any reason whatsoever, directly or indirectly, for himself or on behalf of or in conjunction with any other person, persons, company, partnership, corporation, association, enterprise, venture or business of whatever nature:

(i) engage, as an officer, director, shareholder, owner, partner, joint venturer, lender or in a managerial capacity, whether as an employee, independent contractor, agent, consultant or advisor or as a sales representative, or similar business in direct competition with those aspects of the business of the Company or any subsidiary of the Company, with which Employee has had any involvement, within United States of America, Canada and all other countries in which customers of the Company have access to the world wide web (the "Territory");

(ii) solicit any person who is, at that time, or who has been within one (1) year prior to that time, an employee of the Company for the purpose or with the intent of enticing such employee away from or out of the employ of the Company;

(iii) solicit any person or entity which is, at that time, or which has been within one (1) year prior to that time, a customer, including, but not limited to, any live shopping service provider or supplier of the Company for the purpose of soliciting or selling products or services in direct competition with those aspects of the business of the Company or any subsidiary of the Company with which Employee has had any involvement, within the Territory;

(iv) solicit any prospective acquisition candidate, on Employee's own behalf or on behalf of any competitor or potential competitor, which candidate was, to Employee's knowledge, either called upon by the Company or for which the Company made an acquisition analysis, for the purpose of acquiring such entity. Notwithstanding the above, the foregoing covenant shall not be deemed to prohibit Employee from acquiring as an investment not more than five percent (5%) of the capital stock of a competing business, whose stock is traded on a national securities exchange or over-the-counter.

(c) In recognition of the substantial nature of such potential damages and the difficulty of measuring economic losses to the Company as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which they would have no other adequate remedy, Employee agrees that in the event of breach by Employee of the foregoing covenant, the Company shall be entitled to specific performance of this provision and co-injunctive and other equitable relief.

(d) It is agreed by the parties that the foregoing covenants in this paragraph 4 impose a reasonable restraint on Employee in light of the activities and business of the Company on the date of the execution of this Agreement and the current plans of the Company and Employee that such covenants be construed and enforced in accordance with the changing activities, business and locations of the Company throughout the term of this Agreement, whether before or after the date of termination of the employment of Employee.

(e) All of the covenants in this paragraph 4 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants. Further, this paragraph 4 shall survive the termination of this Agreement and the termination of Employee's employment with the Company. It is specifically agreed that the period of one (1) year following termination of employment stated at the beginning of this paragraph 4, during which the agreements and covenants of Employee made in this paragraph 4 shall be effective, shall be computed by excluding from such computation any time during which Employee is in violation of any provision of this paragraph 4, and that such period shall terminate upon Company's failure to pay its obligation pursuant to Section 5 below (which obligations shall remain payable regardless of the termination of this paragraph 4).

**5. TERMINATION; RIGHTS ON TERMINATION.** This Agreement and Employee's employment may be terminated by the Employer for any one of the following causes, with the applicable payment obligations in each case:

(a) Death. The death of Employee shall immediately terminate this Agreement with no severance compensation due to Employee's estate, heirs or other descendants or representatives.

(b) Disability. If as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from Employee's full-time duties hereunder for three (3) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of three (3) month period, but which shall not be effective earlier than the last day of three (3) month period), the Company may terminate Employee's employment hereunder provided Employee is unable to resume Employee's full-time duties at the conclusion of such notice period. Also, Employee may terminate Employee's employment hereunder if his health should become impaired to an extent that makes the continued performance of Employee's duties hereunder hazardous to Employee's physical or mental health or life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability at any time prior to the date one-half of the Term of this Agreement has expired, Employee shall receive for an additional six months from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In the event this Agreement is terminated as a result of Employee's disability at any time after one-half of the Term of this Agreement has expired, Employee shall receive for the remainder of the Term of this Agreement from the Company Employee's base salary at the rate then in effect, payable at the Company's regular and customary intervals for the payment of salaries as then in effect. In either case, all outstanding but unvested stock, options, or stock equivalents will vest or accelerate immediately, will be the property of the estate, heirs or other descendants, and may be exercised pursuant to section 7 below.

(c) Cause. The Company may, in its sole and absolute discretion, terminate the employment of Employee hereunder immediately upon delivery of written notice to Employee, or at such later time as the Company may specify in such notice, for "Cause." As used in this Agreement "Cause" includes, but is not limited to, the following: (1) Employee's willful and material breach of this Agreement; (2) Employee's gross negligence in the performance, or intentional nonperformance, (continuing for ten (10) days after receipt of written notice of need to cure) of any of Employee's material duties and responsibilities hereunder; (3) Employee's willful dishonesty or fraud in the business or affairs of the Company; (4) Employee's conviction of a felony crime; (5) chronic alcohol or illegal drug abuse by Employee; (6) Employee's willful injury to any independent contractor, employee or agent of the Company, or to any other person in the course of Employee's performance of services for the Company; (7) in the judgment of the Board of Directors, the Employee sexually harassing any employee, agent or contractor of the Company or committing any act which otherwise creates an offensive work environment for employees, agents or contractors of the Company; (8) Employee's misappropriation of Company funds; or (9) any such other conduct by Employee that, by a majority vote of the Board of Directors of the Company, the Board deems injurious to the Company, its officers or employees or its reputation, and inconsistent with Employee's continued employment with the Company.

The Company shall not be limited to termination as a remedy for any damaging, injurious, improper or illegal act by Employee, but may also seek damages, injunction, or such other remedy as the Company may deem appropriate under the circumstances. If Employee's employment is terminated for Cause, Employee agrees to vacate the Company's offices on or before the effective date of the termination and to return and deliver to the Company at such time all Company property. In the event of a termination for Cause, as enumerated above, Employee shall have no right to any severance compensation.

(d) Without Cause. The Company may, without Cause, terminate this Agreement and Employee's employment, effective ninety (90) days after written notice is provided by the Company to Employee. Employee may only be terminated without Cause by the Company during the Term hereof if such termination is approved by a majority of the members of the Board. Should Employee be terminated by the Company without Cause during the initial Term or any renewal term, Employee shall be entitled to receive from the Company severance equal to the remaining Term under this Agreement, giving effect any past renewals thereof, but without assuming any additional renewals, and all unvested stock, stock equivalents or stock options shall immediately vest in full and become free and clear of any Company-imposed restrictions. The severance compensation shall be paid in accordance with the Company's standard payroll procedures but not less than monthly. In the event of termination in accordance with this Paragraph 5(d), Company will continue to provide the Company-paid insurance benefits set forth in Paragraph 3(b)(i) until the end of the term of the Agreement existing at the time of such Termination Without Cause.

If Employee resigns, Employee shall receive no severance compensation.

(e) Termination Upon Change In Control. Any termination of the Employee's employment by Company hereunder for any reason, with or without Cause, within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above. In addition, and notwithstanding anything to the contrary herein, if Employee resigns within 360 days after the occurrence of a "Change in Control" as specified in Section 5(e)(A) hereof, such resignation shall be deemed a termination "without Cause" and shall be treated as provided in paragraph (d) above only if such resignation follows one of the following conditions which arises without Employee's consent and which occurs in connection with or following the Change in Control: (i) a material diminution in the nature or scope of Employee's responsibilities, duties, authority or compensation or (ii) the relocation of Employee's principal place of business to a location that is in excess of 50 miles from Employee's current place of business; provided, however, that Employee provides the Company (or its acquirer, if such resignation occurs after a Change in Control) with at least 30 days prior written notice of his intent to resign and the alleged violation(s) is not remedied within the 30-day period.

(A) For purposes of this Agreement, a "Change in Control" shall mean:

(i) The acquisition (other than by or from the Company), at any time after the date hereof, by any person, entity or "group" acquiring 51% or more of either the then outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors (together with such common stock, "Voting Securities"); or

(ii) Approval by the shareholders of the Company of a reorganization, merger or consolidation with respect to which persons who were the shareholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 51% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities.

(f) Upon termination of this Agreement for any reason provided above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above. All other rights and obligations of the Company and Employee under this Agreement shall cease as of the effective date of termination, except that the Company's obligations under paragraph 10 hereof and Employee's obligations under paragraphs 4, 5, 8, 9 and 11 hereof shall survive such termination in accordance with their terms. Further, unless Employee and the Company otherwise agree in writing, upon termination of this Agreement for any reason, Employee will immediately resign from all directors, officer or other positions held with the Company.

(g) If termination of Employee's employment arises out of the Company's failure to pay Employee the amounts to which he is entitled under this Agreement or as a result of any other material breach of this Agreement by the Company, as determined pursuant to the provisions of paragraph 16 below, the Company shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce Employee's rights hereunder. Further, none of the provisions of paragraph 4 hereof shall apply in the event this Agreement is terminated as a result of a material breach by the Company.

**6. RESERVED.**

**7. PURCHASE RIGHT ON EMPLOYEE'S STOCK AND OPTIONS.**

Upon (i) death or retirement of Employee, or (ii) the Company's termination of Employee's employment with the Company by reason of Disability, Employee or next of kin will have (90) days to exercise any outstanding vested options.

**8. COMPANY PROPERTY; INVENTIONS.**

(a) All records, designs, patents, business plans, financial statements, manuals, memoranda, lists, and other property delivered to or compiled by Employee by or on behalf of the Company or their representatives, vendors, or customers which pertain to the business of the Company shall be and remain the property of the Company, as the case may be, and be subject at all times to their discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials, and other similar data pertaining to the business, activities, or future plans of the Company which is collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

(b) Employee shall disclose promptly to the Company any and all significant conceptions and ideas for inventions, improvements, and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment, and which are directly related to the business or activities of the Company and which Employee conceives as a result of Employee's employment by the Company. Employee hereby assigns and agrees to assign all of Employee's interests therein to the Company or its nominee. Whenever requested to do so by the Company, Employee shall execute any and all applications, assignments, or other instruments that the Company shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect the Company's interest therein.

**9. CONFIDENTIALITY AND PROPRIETARY INFORMATION.**

(a) Acknowledgement. Employee acknowledges and agrees that in the course of rendering services to the Company and its customers, Employee will have access to and will become acquainted with confidential and proprietary information about the professional, business and financial affairs of the Company, its affiliates and its vendors, suppliers and customers, and that Employee may have contributed to or may in the future contribute to such information. Employee further recognizes that Employee is being employed as a key employee, that the Company is engaged in a highly competitive business, and that the success of the Company in the marketplace and business depends upon its goodwill and reputation for integrity, quality and dependability. Employee recognizes that in order to guard the legitimate interests of the Company it is necessary for the Company to protect all such confidential and proprietary information, goodwill and reputation.

(b) Proprietary Information. In the course of Employee's service to the Company, Employee may have access to confidential know-how, business documents or information, marketing data, client lists and trade secrets which are confidential. Such information shall hereinafter be called "Proprietary Information" and shall include any and all items enumerated in the preceding sentence which come within the scope of the business activities of the Company as to which Employee has had or may have access, whether previously existing, now existing or arising hereafter, whether or not conceived or developed by others or by Employee alone or with others during the period of his service to the Company, and whether or not conceived or developed during regular working hours. "Proprietary Information" shall not include any information which is in the public domain during the period of service by Employee or becomes public thereafter, provided such information is not in the public domain as a consequence of disclosure by Employee in violation of this Agreement.

(c) Fiduciary Obligations. Employee agrees and acknowledges that the Proprietary Information is of critical importance to the Company and a violation of this Section 8 will seriously and irreparably impair and damage the Company's business. Employee therefore agrees, while he is an employee of the Company, and for a period of 1 year following termination of this Agreement, to keep all Proprietary Information strictly confidential.

(d) Non-Disclosure. Except as required by law or order of any court or governmental entity or in connection with the proper performance of his duties hereunder, Employee shall not disclose, directly or indirectly (except as required by law), any Proprietary Information to any person other than (a) the Company, (b) persons who are authorized employees of the Company at the time of such disclosure, (c) such other persons, including prospective investors or lenders, to whom Employee has been instructed to make disclosure by the Company's Board, or (d) Employee's counsel, so long as such counsel agrees to keep all Proprietary Information confidential (in the case of clauses (b) and (c), only to the extent required in the course of Employee's service to the Company). Upon any termination of Employee's employment hereunder, Employee shall deliver to the Company all notes, letters, documents, tapes, discs, recorded data and records which may contain Proprietary Information which are then in Employee's possession or control and shall not retain, use, or make any copies, summaries or extracts thereof.

**10. INDEMNIFICATION.** In the event Employee is made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Company against Employee), by reason of the fact that Employee is or was performing services under this Agreement or as a Director of the Company, then the Company shall indemnify Employee against all expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith. In the event that both Employee and the Company are made a party to the same third-party action, complaint, suit, or proceeding, the Company agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and the Company shall pay all reasonable attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use Employee's best efforts to faithfully discharge his duties under this Agreement, Employee cannot be held liable to the Company for errors or omissions made in good faith where Employee has not exhibited gross, willful and wanton negligence and misconduct or performed criminal and fraudulent acts which materially damage the business of the Company.

**11. REPRESENTATIONS OF EMPLOYEE.** Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and his employment by the Company and the performance of Employee's duties hereunder will not violate or be a breach of any agreement with a former employer, client, or any other person or entity. Further, Employee agrees to indemnify the Company for any claim, including but not limited to attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Company based upon or arising out of any noncompetition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

Employee has and will continue to truthfully disclose to the Company the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(1) any criminal complaint, indictment or criminal proceeding related to the Company's business in which Employee is named as a defendant, or not related to the Company's business which in the reasonable opinion of Company's general counsel would have a negative effect on the business or reputation of the Company;

(2) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee by any licensing authority or industry association relating to the business of the Company; and

(3) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the business of the Company.

**12. ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on Employee and the Company and Employee's and the Company's respective heirs, successors and assigns; provided, however, that Employee shall have no right to assign Employee's rights or duties under this contract to any other person. In the event of the sale, merger or consolidation of the Company, Employee specifically agrees that the Company may assign the Company's rights and obligations hereunder to the Company's successor, assign or purchaser. In addition, and in any event, the Company may, at any time, assign the Company's rights and obligations under this Agreement to any person that is an affiliate of the Company or to any person which, after any such assignment, employs at least 50% of the employees employed by the Company immediately prior to the assignment.

**13. COMPLETE AGREEMENT; AMENDMENTS.** This Agreement supersedes any other agreements or understandings, written or oral, among the Company and Employee, and Employee has no oral representations, understandings or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This written Agreement is the final, complete, and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a written instrument signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by a written instrument signed by the party waiving the benefit of such term.

**14. NOTICE.** Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company: Ronco Holdings, Inc.
15505 Long Vista Drive
Austin, TX 78728
Attention: William Moore

To Employee: _____
_____
_____

Notice shall be deemed given and effective three (3) days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or, in any other case, when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph 14.

**15. SEVERABILITY.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. Employee and the Company agree and acknowledge that the provisions of paragraphs 4 and 9 are material and of the essence to this Agreement. If the scope of any restriction or covenant contained therein should be or become too broad or extensive to permit enforcement thereof to its fullest extent, then such restriction or covenant shall be enforced to the maximum extent permitted by law, and Employee hereby consents and agrees that (a) it is the parties intention and agreement that the covenants and restrictions contained therein be enforced as written, and (b) in the event a court of competent jurisdiction should determine that any restriction or covenant contained therein is too broad or extensive to permit enforcement thereof to its fullest extent, the scope of any such restriction or covenant may be modified accordingly in any judicial proceeding brought to enforce such restriction or covenant, but should be modified to permit enforcement of the restrictions and covenants contained herein to the maximum extent the court, in its judgment, will permit.

**16. ARBITRATION.** Any unresolved dispute or controversy arising under or in connection with this Agreement or Employee's employment with the Company (or any termination thereof) shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Travis County, Texas, in accordance with the rules of the American Arbitration Association then in effect. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The Company shall pay the reasonable fees and expenses of any arbitration proceeding in connection with this Agreement.

**17. GOVERNING LAW.** This Agreement shall in all respects be construed according to the laws of the State of Texas.

**18. HEADINGS.** The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent or intent of the Agreement or of any part hereof.

**19. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date first above written.

The Company:
Ronco Holdings, Inc.

By

/s/ William M. Moore
Name: William M. Moore
Title:Chief Executive Officer

Employee:

/s/ Stephen Krout
Name: Stephen Krout

Exhibit 6.4

SETTLEMENT AND GENERAL RELEASE AGREEMENT

Dated as of February 17, 2017

This Settlement and General Release Agreement (the "Agreement") is entered into as of the date first set forth above (the "Effective Date"), by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC and Ronco Holdings, Inc. ("RHI") (each individually a "Credit Party" and, collectively, the "Credit Parties"), RNC Investors, LLC ("RNC") and Ronco Brands, Inc., an Affiliate of RNC ("Ronco Brands"). For purposes hereof, (i) an "Affiliate" of a Party shall be any Party that controls, is controlled by, or is under common control with, the subject Party; and (ii) any Credit Party, RNC and Ronco Brands may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Credit Parties are the borrowers under that certain Second Amended and Restated Promissory Note, dated as of April 3, 2014 (the "MIG7 Note"), pursuant to which MIG7 Infusion, LLC ("MIG7") is the holder;

WHEREAS, on or about December 26, 2016, RNC acquired from MIG7 the MIG7 Note and all other ownership, securities or claims of any type or origin which exist or may exist in the future between MIG7 and the and the Credit Parties and their respective officers, directors, members, affiliates, investors or beneficiaries (the "Claims");

WHEREAS, as of the Effective Date, an Event of Default (as defined in the Senior Note Purchase Agreement between the Credit Parties and MIG7, dated on or about April 3, 2014 (as the same has been amended to date, the "Purchase Agreement")) has occurred under the MIG7 Note, and the total amount due and payable by the Credit Parties to RNC as of December 31, 2016 is $16,708,264.25 (the "MIG7 Debt");

WHEREAS, the Parties acknowledge and agree that RNC has loaned to RHI the sum of $1,500,000; and

WHEREAS, the Credit Parties, RNC and Ronco Brands desire to settle the MIG7 Debt and any other claims between them pursuant to the MIG7 Note and the Claims, as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Transfers of Shares and MIG7 Note; Additional Agreements.

(a) On April 1, 2017 (the "Closing Date"), in settlement of the MIG7 Debt and any other claims between the Parties pursuant to the MIG7 Note and the Claims:

(i) The transfer, conveyance and assignment by As Seen on TV, Inc. ("ASTV") of one hundred percent (100%) of RHI Common Shares (as defined in Section 5(b)(iv)), which are held by ASTV, to Ronco Brands, pursuant to the ASTV-Ronco Brands Assignment of Common Shares in the form as attached hereto as Exhibit A-1, together with the Stock Power attached thereto (the "ASTV-Ronco Brands Assignment of Common Shares") shall become effective;

(ii) the transfer, conveyance and assignment by RFL Enterprises, LLC ("RFL") of one hundred percent (100%) of RHI Redeemable Preferred Shares (as defined in Section 5(b)(iv)), which are held by RFL, to Ronco Brands, pursuant to the RFL-Ronco Brands Assignment of Preferred Shares in the form as attached hereto as Exhibit A-2, together with the Stock Power attached thereto (the "RFL-Ronco Brands Assignment of Preferred Shares") shall be come effective;

(iii) the transfer, conveyance and assignment by the Credit Parties of (i) all right, title and interest of the Credit Parties in and to the Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and RHI as borrower, which has since been acquired from Ronco Acquisition by RFL, as attached hereto as Exhibit B-1 (the "Laurus Note"), which the parties acknowledge and agree has an amount due as of December 31, 2016 of approximately $12,323,072.32, and (ii) the amendment of the maturity date of the Laurus Note to be June 30, 2018, in each case pursuant to the Amendment, Assignment and Assumption Agreement in the form as attached hereto as Exhibit B-2 (the "Amendment, Assignment and Assumption Agreement") shall become effective;

(iv) the termination of the Loan and Security Agreement by and between RHI as borrower and Infusion Brands, Inc. ("Infusion") as Lender, dated on or about April 11, 2014, as attached hereto as Exhibit C-1 (the "RHI-Infusion Loan Agreement"), which has a currently outstanding amount of $651,237, with such RHI-Infusion Loan Agreement becoming of no further force or effect, and with any and all amounts due thereunder being deemed paid in full, pursuant to the Termination of Loan and Security Agreement in the form as attached hereto as Exhibit C-2 (the "RHI-Infusion Loan Termination Agreement") shall become effective;

(v) the termination of the Promissory Note between RHI as borrower and ASTV, dated as of May 5, 2014, as attached hereto as Exhibit D-1, which was in the original principal amount of $200,000 (the "RHI-ASTV Note"), with such RHI-ASTV Note becoming of no further force or effect, and with any and all amounts due thereunder being deemed paid in full, pursuant to the Termination of RHI-ASTV Note Agreement in the form as attached hereto as Exhibit D-2 (the "RHI-ASTV Note Termination Agreement") shall become effective;

(vi) the termination of the Promissory Note originally between RHI as borrower and Ronco Acquisition, dated as of January 14, 2011, as amended and restated on December 5, 2013, which has since been acquired from Ronco Acquisition by RFL, as attached hereto as Exhibit E-1, which was in the original principal amount of $3,770,000 and is currently outstanding in the amount of $3,770,000 (the "RHI-RFL Note"), with such RHI-RFL Note becoming of no further force or effect, and with any and all amounts due thereunder being deemed paid in full, pursuant to the Termination of RHI-RFL Note Agreement in the form as attached hereto as Exhibit E-2 (the "RHI-RFL Note Termination Agreement") shall become effective;

(vii) the Repayment Agreement by and between Ronco Brands, RHI and RNC in the form as attached hereto as Exhibit F (the "Repayment Agreement") shall become effective;

(viii) the Guaranty Agreement by and between Ronco Brands and RNC in the form as attached hereto as Exhibit G (the "Guaranty Agreement") shall become effective; and

(ix) The Stock Redemption Agreement by and between RHI and Ronco Brands, pursuant to which RHI shall redeem from Ronco Brands 100 shares of Series A Preferred Stock of RHI, as attached hereto as Exhibit H (the "Stock Redemption Agreement"), which redemption shall occur on the Closing Date, shall become effective.

(b) The parties acknowledge and agree that that the ASTV-Ronco Brands Assignment of Common Shares, the RFL-Ronco Brands Assignment of Preferred Shares, the Amendment, Assignment and Assumption Agreement, a copy of the Laurus Note as in effect on the Effective Date, the RHI-Infusion Loan Termination Agreement, the RHI-ASTV Note Termination Agreement, the RHI-RFL Note Termination Agreement, the Repayment Agreement, the Guaranty Agreement and the Stock Redemption Agreement (collectively the "Transaction Documents") have each been duly executed by the applicable parties thereto as of the Effective Date. The Parties also acknowledge and agree that the Transaction Documents shall be delivered to the other applicable parties thereto on the Closing Date and shall be effective as of the Closing Date without any further action of the Parties as a result of the Closing (as defined below) occurring.

(c) On the Effective Date:

(i) The Credit Parties shall collectively deliver to RNC:

1. the ASTV-Ronco Brands Assignment of Common Shares, duly executed by ASTV, together with any certificates of other instruments evidencing the RHI Common Shares;
2. the RFL-Ronco Brands Assignment of Preferred Shares, duly executed by RFL, together with any certificates of other instruments evidencing the RHI Redeemable Preferred Shares;
3. the Amendment, Assignment and Assumption Agreement, duly executed by RFL and RHI;
4. a copy of the Laurus Note as in effect on the Closing Date;
5. the RHI-Infusion Loan Termination Agreement, duly executed by each of Infusion and RHI;
6. the RHI-ASTV Note Termination Agreement, duly executed by each of ASTV and RHI;
7. the RHI-RFL Note Termination Agreement, duly executed by each of RFL and RHI;
8. the Repayment Agreement, duly executed by RHI; and
9. the Stock Redemption Agreement, duly executed by RHI.

(ii) RNC shall deliver to ASTV:

1. the AST-Ronco Brands Assignment of Common Shares, duly executed by Ronco Brands;
2. the RFL-Ronco Brands Assignment of Preferred Shares, duly executed by Ronco Brands; and
3. the Amendment, Assignment and Assumption Agreement, duly executed by RNC.

(iii) Ronco Brands shall deliver to RHI the Repayment Agreement, duly executed by Ronco Brands.

(iv) Ronco Brands shall deliver to RHI the Stock Redemption Agreement, duly executed by Ronco Brands, and the parties thereto shall consummate the transactions set forth therein.

(v) Each of Ronco Brands and RNC shall execute and deliver the Guaranty Agreement.

(vi) Ron Hunt and Shad Stastney shall deliver their resignations from their positions as directors of RHI, to be effective as of the Effective Date.

(vii) Jason Post shall be named as Principal Financial Officer of RHI, to be effective on or prior to Closing Date.

(d) Through and following the Closing Date, each Party shall deliver to any other Party such instruments of assignment and transfer as may reasonably be requested by any Party to fully effect the transactions contemplated herein.

(e) The completion and effectiveness of the items set forth in this Section 1 shall be referred to as the "Closing."

(f) Following the occurrence of the Closing, the MIG7 Note shall be deemed satisfied in full, and shall be of no further force or effect.

(g) Ronco Brands will offer, during a period of 45 days following the Effective Date, (the last day in such period, the "End Date") to each holder of certain warrants to acquire shares of ASTV (the "ASTV Warrants") the right to exchange such ASTV Warrants for (i) warrants to acquire an aggregate of 1,800,000 shares of common stock, par value of $0.0001 per share of Ronco Brands (the "RBI Common Stock") which warrants shall have a one (1) year term and an exercise price of $6.00 per share of RBI Common Stock; and (ii) an aggregate of 1,800,000 shares of RBI Common Stock at a purchase price per share of $0.0001 (an aggregate of $180.00) (the "Warrant and Share Exchange"). In the event that a holder of ASTV Warrants has not submitted a subscription agreement and all required documentation as reasonably required by Ronco Brands for participation in the Warrant and Share Exchange by the End Date, such holder shall thereafter have no further right to participate in the Warrant and Share Exchange.

(h) Notwithstanding anything herein or in any of the Transaction Documents to the contrary, the Parties acknowledge and agree that any Party may terminate this Agreement at any time, for any reason, prior to 12:01 a.m., Eastern time, on April 1, 2017, upon written notice to each other Party. In the event that any such termination pursuant to this Section 1(h) occurs, each of this Agreement and each of the Transaction Document shall immediately be terminated and shall each be of no further force or effect.

2. General Release of Claims.

(a) Provided that the Closing occurs, each Credit Party, for itself and its predecessors, successors, assigns, heirs, representatives, and agents and for all related parties hereby irrevocably, unconditionally and forever releases, discharges and remises RNC, Ronco Brands and RHI and their respective employees, officers, directors, Affiliates (whether an Affiliate as of the Effective Date or later), representatives and insurers and all persons acting by, through, under or in concert with any of them in both their official and personal capacities (the "RNC Parties"), from all claims of any type that any Credit Party may have now or may have in the future against any of the RNC Parties to the extent that those claims arose, may have arisen, or are based on events which occurred at any point in the past up to and including the Closing Date, related to any of (i) the Note, (ii) the Claims, (iii) the RHI-Infusion Loan Agreement and the transactions contemplated therein, (iv) the RHI-ASTV Note, or (v) the RHI-RFL Note, and the transactions contemplated therein, (collectively, the "Debtor Released Claims"). Each Credit Party represents and warrants that no Debtor Released Claim released herein has been assigned, expressly, impliedly, or by operation of law, and that all Debtor Released Claims released herein are owned by the Credit Parties, each of whom has the respective sole authority to release them. Each Credit Party agrees that it shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit action or proceeding, judicial, administrative or otherwise collect or enforce any Debtor Released Claim which is released and discharged herein.

(b) Provided that the Closing occurs, RNC, for itself and its predecessors, successors, assigns, heirs, representatives, and agents and for all related parties hereby irrevocably, unconditionally and forever releases, discharges and remises each Credit Party and their respective employees, agents, Affiliates (whether an Affiliate as of the Effective Date or later), representatives and insurers and all persons acting by, through, under or in concert with any of them in both their official and personal capacities, from all claims of any type that RNC may have now or may have in the future against any Credit Party to the extent that those claims arose, may have arisen, or are based on events which occurred at any point in the past up to and including the Closing Date, related to any of (i) the Note, (ii) the Claims, (iii) the RHI-Infusion Loan Agreement and the transactions contemplated therein, (iv) the RHI-ASTV Note, or (v) the RHI-RFL Note, and the transactions contemplated therein, (collectively, the "RNC Released Claims"). RNC represents and warrants that no RNC Released Claim released herein has been assigned, expressly, impliedly, or by operation of law, and that all RNC Released Claims released herein are owned by RNC, which has the sole authority to release them. RNC agrees that it shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit action or proceeding, judicial, administrative or otherwise collect or enforce any RNC Released Claim which is released and discharged herein.

(c) The releases as set forth in Section 2(a) and Section 2(b) shall be effective as of, and conditioned on the occurrence of, the Closing.

3. Affirmations.

(a) Each Credit Party affirms that it has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against RNC in any forum or form and should any such charge or action be filed by any Credit Party or by any other person or entity on any Credit Party's behalf involving matters covered by Section 2(a), each Credit Party agrees to promptly give the agency or court having jurisdiction a copy of this Agreement and inform them that any such claims any such Credit Party might otherwise have had are now settled.

(b) RNC affirms that it has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against any Credit Party in any forum or form and should any such charge or action be filed by RNC or by any other person or entity on RNC's behalf involving matters covered by Section 2(b), RNC agrees to promptly give the agency or court having jurisdiction a copy of this Agreement and inform them that any such claims RNC might otherwise have had are now settled.

4. Additional Agreements.

(a) Each of the Parties hereto shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby. Each Party shall, on or prior to the Closing Date, use its commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby, including the execution and delivery of any documents, certificates, instruments or other papers that are reasonably required for the consummation of the transactions contemplated hereby.

(b) No Party shall, and each Party shall cause their respective Affiliates not to, in each case, whether directly or indirectly, for itself or through or on behalf of any other Party not to, make any disparaging comments (or induce or encourage others to make disparaging comments) about any other Party or its officers, directors, shareholders, employees and agents, or their respective operations, financial condition, prospects, products or services.

5. Representations and Warranties.

(a) RNC represents and warrants to the Credit Parties as follows:

(i) RNC has all requisite corporate authority and power to execute and deliver this Agreement and the closing documents to which it is or will be a party (the "RNC Closing Documents") and to perform its obligations under this Agreement and RNC Closing Documents to which it is or will be a party. The execution and delivery of this Agreement and each of RNC Closing Documents, as well as the consummation of the transactions contemplated hereby and thereby, have been or will be duly and validly authorized by all necessary corporate action on the part of RNC and no other action or proceedings on the part of RNC are or will be necessary to authorize the execution, delivery and performance of this Agreement, RNC Closing Documents or the transactions contemplated hereby and thereby on the part of RNC.

(ii) This Agreement has been duly executed and delivered by RNC and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Credit Parties, constitutes the legal, valid, and binding obligation of RNC, enforceable against RNC in accordance with its terms except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity (the "Enforceability Exceptions"). Upon the execution and delivery by RNC of RNC Closing Documents to which it is a party, RNC Closing Documents will constitute the legal, valid, and binding obligations of RNC, enforceable against it in accordance with their respective terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(iii) Neither the execution and delivery of this Agreement and RNC Closing Documents nor the consummation and performance of any of the transactions contemplated hereby or thereby by RNC will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over RNC, provided, however, that no representation or warranty is made in this subsection with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair RNC's ability to consummate transactions contemplated hereby.

(b) The Credit Parties, jointly and severally, represent and warrant to RNC as follows:

(i) The Credit Parties have all requisite corporate authority and power to execute and deliver this Agreement and the closing documents to which each such Credit Party is or will be a party (the "the Credit Parties Closing Documents") and to perform their respective obligations under this Agreement and the Credit Parties Closing Documents to which such Credit Party is or will be a party. No other action or proceedings on the part of any Credit Party are or will be necessary to authorize the execution, delivery and performance of this Agreement, the Credit Parties Closing Documents or the transactions contemplated hereby and thereby on the part of any Credit Party.

(ii) This Agreement has been duly executed and delivered by each Credit Party and, assuming that this Agreement constitutes the legal, valid and binding obligation of RNC, constitutes the legal, valid, and binding obligation of each Credit Party, enforceable against each Credit Party in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions. Upon the execution and delivery by the Credit Parties of the Credit Parties Closing Documents to which such Credit Party is a party, the Credit Parties Closing Documents will constitute the legal, valid, and binding obligations of the Credit Parties, enforceable against each Credit Party in accordance with their respective terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(iii) Neither the execution and delivery of this Agreement and the Credit Parties Closing Documents nor the consummation and performance of any of the transactions contemplated hereby or thereby by the Credit Parties will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over any Credit Party; provided, however, that no representation or warranty is made in this subsection with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair the Credit Parties' ability to consummate transactions contemplated hereby.

(iv) The currently authorized capital stock of RHI is comprised of 800 shares of common stock, par value $0.0001 per share, of which 800 shares are issued and outstanding, all of which are held by ASTV (the "RHI Common Shares"), and 200 shares of preferred stock, par value $0.0001 per share, of which 100 shares have been designated as Series A Preferred Stock with a stated value of $27,000 per share, of which 100 shares are issued and outstanding, all of which are held by RFL (the "RHI Redeemable Preferred Shares" and, together with the RHIO Common Shares, the "Share"). The Shares constitute 100% of the issued and outstanding shares of capital stock of RHI. ASTV is the is the sole record and beneficial owner of the RHI Common Shares, has good and marketable title to the RHI Common Shares, free and clear of all Encumbrances (hereafter defined), other than applicable restrictions under applicable securities laws, and has full legal right and power to sell, transfer and deliver the RHI Common Shares to Ronco Brands in accordance with this Agreement. RFL is the is the sole record and beneficial owner of the RHI Redeemable Preferred Shares, has good and marketable title to the RHI Redeemable Preferred Shares, free and clear of all Encumbrances, other than applicable restrictions under applicable securities laws, and has full legal right and power to sell, transfer and deliver the RHI Redeemable Preferred Shares to Ronco Brands in accordance with this Agreement. "Encumbrances" means any liens, pledges, hypothecations, charges, adverse claims, options, security interests, lock-ups, leak-outs, preferential arrangements or restrictions of any kind, including, without limitation, any restriction of the use, voting, transfer, receipt of income or other exercise of any attributes of ownership. Upon the execution and delivery of the ASTV-Ronco Brands Assignment of Common Shares, Ronco Brands will receive good and marketable title to the RHI Common Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. Upon the execution and delivery of the RFL- Ronco Brands Assignment of Preferred Shares, Ronco Brands will receive good and marketable title to the RHI Redeemable Preferred Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. There are no stockholders' agreements, voting trust, proxies, options, rights of first refusal or any other agreements or understandings with respect to the Shares.

(v) The Shares have been duly authorized, issued, fully paid and nonassessable, free and clear of all liens, charges, pledges, security interests, encumbrances, right of first refusal, preemptive right or other restriction. No person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require RHI to issue any shares in its capital or to convert any securities of any entity or person into shares in the capital of RHI.

(vi) RHI has good and marketable title to all of its assets, and such assets are free and clear of any financial encumbrances not disclosed in RHI's financial statements.

(vii) None of ASTV or any other Credit Party, nor any of their respective Affiliates, has any interest, direct or indirect, in any shares of capital stock or other equity in RHI or has any other direct or indirect interest in any tangible or intangible property which RHI uses or has used in the business conducted by RHI, or has any direct or indirect outstanding indebtedness to or from RHI, or related, directly or indirectly, to its assets, other than the Shares.

(viii) There are no actions, suits, proceedings, judgments, claims or investigations pending or threatened by or against RHI or affecting RHI or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. No Credit Party has any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which would result in the discovery of such default.

(ix) The books and records, financial and otherwise, of RHI are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

(x) The Laurus Note as attached hereto constitutes the full and entire agreement between the parties thereto with respect to the subject matter therein, is in full force and effect, and there have no breaches or events of defaults thereunder.

(xi) There are no brokerage commissions, finder's fees or similar fees or commissions payable by any Credit Party in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with any Credit Party or any action taken by any Credit Party.

6. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received, if an email address is provided below) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to RNC or Ronco Brands:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

With a copy, which shall not constitute notice, to:

John Cacomanolis
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL. 33401
Email: jcacomanolis@legalandcompliance.com

If to any Credit Party:

As Seen on TV, Inc.
Attn: Shad Stastney, CEO
15505 Long Vista Drive, Suite 250
Austin, TX 78728

7. Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

9. Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

10. Non-admission of Wrongdoing. The Parties agree neither this Agreement nor the furnishing of the consideration for same shall be deemed or construed at any time for any purpose as an admission by any Party of any liability or unlawful conduct of any kind.

11. Entire Agreement; Severability. This Agreement and the exhibits attached hereto sets forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

12. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.

13. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

14. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

15. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

16. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

17. Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

18. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

Infusion Brands, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Ediets.com, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

TV Goods Holding Corporation

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Tru Hair, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Ronco Funding, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to Settlement and General Release Agreement]*

Exhibit A-1

ASTV-Ronco Brands ASSIGNMENT OF COMMON SHARES

Dated as of February 17, 2017

This ASTV-Ronco Brands Assignment of Common Shares (the "Assignment"), dated as of the date first set forth above, is from As Seen on TV, Inc., a Florida corporation (the "Assignor") to Ronco Brands, Inc. ("Assignee").

NOW, THEREFORE, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Assignor, Assignee, Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Holdings, Inc., RFL Enterprises, LLC and Ronco Funding, LLC, and RNC Investors, LLC (the "Settlement Agreement"), and in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto hereby agree as follows. Capitalized terms used but not defined herein have the meaning given them in the Settlement Agreement.

1. Effective as of the Closing Date (as defined in the Settlement Agreement), Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings, Inc., a Delaware corporation (the "Shares"), free and clear of all liens, mortgages, pledges, options, claims, security interests, conditional sales contracts, title defects, encumbrances, charges and other restrictions of every kind (collectively, the "Liens"). In connection therewith, Assignor has executed and delivered the stock power as attached hereto as Exhibit A. Such sale, transfer, conveyance and assignment shall be effective on the Closing Date.

2. Assignor covenants and agrees that in the event that (i) the Shares or other rights covered in this Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) the Shares or rights are non-assignable by their nature and will not pass by this Assignment, the beneficial interest in and to the same will in any event pass to Assignee, as the case may be; and the Assignor covenants and agrees (in each case without any obligation on the part of the Assignor to incur any out-of-pocket expenses) (a) to hold, and hereby declares that it holds, such property, Shares or rights in trust for, and for the benefit of, Assignee, (b) to cooperate with Assignee in Assignee's efforts to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Shares or rights, (c) to cooperate with Assignee in any reasonable interim arrangement to secure for Assignee the practical benefits of such Shares pending the receipt of the necessary consent or approval, and (d) to make or complete such transfer or transfers as soon as reasonably possible.

3. Assignor further agrees that it will at any time and from time to time, at its sole cost, at the request of Assignee, execute and deliver to Assignee any and all other and further instruments and perform any and all further acts reasonably necessary to vest in Assignee the right, title and interest in or to any of the Shares which this instrument purports to transfer to Assignee.

4. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to Assignee and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

5. This Assignment is being delivered in connection with the Closing under the Settlement Agreement and is made subject to the provisions of the Settlement Agreement. In the event of any conflict or inconsistency between this Assignment and the Settlement Agreement, the Settlement Agreement shall be the controlling document.

6. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to Assignor, Assignee or both, as applicable.

7. Assignor and Assignee acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of Assignor or Assignee, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of Assignor or Assignee and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first set forth above.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

*[Signature page to ASTV-Ronco Brands Assignment of Common Shares Agreement]*

Exhibit A
Stock Power

IRREVOCABLE STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, As Seen on TV, Inc.

("Assignor") hereby assigns, transfers, and conveys to Ronco Brands, Inc., all of Assignor's right, title, and interest in and to 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings, Inc., a Delaware corporation ("RHI") and hereby irrevocably appoints William M. Moore as Assignor's attorney-in-fact to transfer said shares on the books of RHI, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

Exhibit A-2

RFL-Ronco Brands ASSIGNMENT OF PREFERRED SHARES

Dated as of February 17, 2017

This RFL-Ronco Brands Assignment of Preferred Shares (the "Assignment"), dated as of the date first set forth above, is from As Seen on TV, Inc., a Florida corporation (the "Assignor") to Ronco Brands, Inc. ("Assignee").

NOW, THEREFORE, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Assignor, Assignee, Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Holdings, Inc., As Seen on TV, Inc. and Ronco Funding, LLC (each individually a "Credit Party" and, collectively, the "Credit Parties"), and RNC Investors, LLC (the "Settlement Agreement"), and in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto hereby agree as follows. Capitalized terms used but not defined herein have the meaning given them in the Settlement Agreement.

1. Effective as of the Closing Date (as defined in the Settlement Agreement), Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings, Inc., a Delaware corporation (the "Shares"), free and clear of all liens, mortgages, pledges, options, claims, security interests, conditional sales contracts, title defects, encumbrances, charges and other restrictions of every kind (collectively, the "Liens"). In connection therewith, Assignor has executed and delivered the stock power as attached hereto as Exhibit A. Such sale, transfer, conveyance and assignment shall be effective on the Closing Date.

2. Assignor covenants and agrees that in the event that (i) the Shares or other rights covered in this Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) the Shares or rights are non-assignable by their nature and will not pass by this Assignment, the beneficial interest in and to the same will in any event pass to Assignee, as the case may be; and the Assignor covenants and agrees (in each case without any obligation on the part of the Assignor to incur any out-of-pocket expenses) (a) to hold, and hereby declares that it holds, such property, Shares or rights in trust for, and for the benefit of, Assignee, (b) to cooperate with Assignee in Assignee's efforts to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Shares or rights, (c) to cooperate with Assignee in any reasonable interim arrangement to secure for Assignee the practical benefits of such Shares pending the receipt of the necessary consent or approval, and (d) to make or complete such transfer or transfers as soon as reasonably possible.

3. Assignor further agrees that it will at any time and from time to time, at its sole cost, at the request of Assignee, execute and deliver to Assignee any and all other and further instruments and perform any and all further acts reasonably necessary to vest in Assignee the right, title and interest in or to any of the Shares which this instrument purports to transfer to Assignee.

4. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to Assignee and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

5. This Assignment is being delivered in connection with the Closing under the Settlement Agreement and is made subject to the provisions of the Settlement Agreement. In the event of any conflict or inconsistency between this Assignment and the Settlement Agreement, the Settlement Agreement shall be the controlling document.

6. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to Assignor, Assignee or both, as applicable.

7. Assignor and Assignee acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of Assignor or Assignee, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of Assignor or Assignee and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first set forth above.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

*[Signature page to RFL-RNC Assignment of Preferred Shares Agreement]*

Exhibit A
Stock Power

IRREVOCABLE STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RFL Enterprises, LLC ("Assignor") hereby assigns, transfers, and conveys to Ronco Brands, Inc., all of Assignor's right, title, and interest in and to 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings, Inc., a Delaware corporation ("RHI") and hereby irrevocably appoints William M. Moore as Assignor's attorney-in-fact to transfer said shares on the books of RHI, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

Dated: April 1, 2017.

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Exhibit B-1
Laurus Note

**AMENDED AND RESTATED SECURED PROMISSORY NOTE**

U.S. $11,700,000

Issued on: January 14, 2011
Amended and Restated on: September 30, 2011

FOR VALUE RECEIVED, Ronco Holdings, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of LV Administrative Services, Inc., as collateral assignee and endorsee of Ronco Acquisition, LLC, or its registered assigns (the "Holder"), the principal amount of Eleven Million Seven Hundred Thousand Dollars ($11,700,000) (subject to adjustment as hereinafter provided), together with interest on the outstanding principal amount of this Amended and Restated Secured Promissory Note (this "Note") at the per annum rate of one and one-half (1.50%) percent on the daily balance of the principal balance of this Note outstanding, which principal and interest shall be payable (a) as to interest, in arrears, on the last day of each calendar quarter (each, an "Interest Payment Date") and (b) as to principal, (i) the principal amount of Five Hundred Thousand Dollars ($500,000) on September 30, 2011, (ii) the principal amount of One Million Dollars ($1,000,000) on October 14, 2011, (iii) the principal amount of Two Million Dollars ($2,000,000) on November 15, 2011, (iv) the principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000) on February 28, 2012, and (v) the principal amount of Five Million Seven Hundred Thousand Dollars ($5,700,000) on June 14, 2012 (the "Maturity Date") along with all accrued interest and all other amounts due under this Note, as reduced by the Offset Amount (as defined below) and, to the extent applicable, the Contingent Principal Reduction Amount (as defined below). The parties hereto agree that the aggregate offset amount owed pursuant to the Asset Purchase Agreement dated as of January 14, 2011 between the Company and Ronco Acquisition, LLC, as amended, modified and restated from time to time (the "Purchase Agreement"), is an amount equal to Five Hundred Thousand Dollars ($500,000) (the "Offset Amount"). For the avoidance of doubt, the Offset Amount shall not be applied to the principal due under this Note prior to the Maturity Date. If the Company indefeasibly repays principal due under this Note in an amount equal to at least Six Million Dollars ($6,000,000) on or before December 31, 2011, the principal amount due on the Maturity Date shall be automatically reduced by Two Hundred Thousand Dollars ($200,000) (the "Contingent Principal Reduction Amount").

1. Payments. Amounts payable on this Note shall be made by wire transfer of immediately available U.S. Dollars to such account of the Holder as the Holder shall designate in writing to the Company not less than two business days prior to any Interest Payment Date, any date that a principal payment is due pursuant to the previous paragraph, or the Maturity Date. All payments (including prepayments) to be made by the Company on account of principal, interest, fees and other amounts required hereunder shall be made without set-off, recoupment, counterclaim or deduction of any kind except with respect to the Offset Amount.

2. Security. The obligations of the Company under this Note are secured by the liens and security interest granted by the Company in favor of the Holder under the terms of a master security agreement executed by the Company in favor of the Holder dated as of January 14, 2011 (as amended, modified and restated from time to time, the "Master Security Agreement").

3. Default Interest, Interest Calculation and Limitation. Following the occurrence and during the continuance of an Event of Default (as defined below), the Company shall pay interest on the outstanding principal balance of this Note in an amount equal to eight percent (8%) per annum which principal balance shall continue to accrue interest at such interest rate from the date of such Event of Default until the date such Event of Default is cured to the reasonable satisfaction of the Holder or waived in writing by the Holder. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum rate permitted by such law, any payments in excess of such maximum rate shall be credited against amounts owed by the Company to the Holder and thus refunded to the Company.

4. Prepayment. The Company may prepay this Note in whole or in part at any time without penalty upon not less than three (3) days' prior notice, together with accrued interest to the date of prepayment. Upon prepayment of this Note in part and upon written request of the Company, the Holder shall surrender this Note and the Company shall issue a substitute note of like tenor in the amount of the then unpaid principal amount. Upon prepayment of this Note in full, this Note shall be surrendered by the Holder and cancelled.

5. Events of Default. The occurrence of any of the following events set forth in this Section 5 shall constitute an event of default ("Event of Default") under this Note:

(a) An "Event of Default" as defined under the Master Security Agreement shall have occurred and be continuing beyond any applicable cure period;

(b) The Company fails to pay when due any installment of principal or interest when due, and, in any such case, such failure shall continue for a period of three (3) business days following the date upon which any such payment was due;

(c) The Company shall default in the performance of any of its obligations under this Note and such default shall not be cured during the cure period applicable thereto;

(d) The Company shall (i) apply for, consent to, or suffer to exist the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or other fiduciary of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of creditors, (iii) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (iv) be adjudicated a bankrupt or insolvent, (v) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vi) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing.

Failure by the Holder hereof to take action with respect to any Event of Default shall not constitute a waiver of the right to take action in the event of any subsequent Event of Default.

6. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Holder may declare all or any portion of the unpaid principal amount of this Note, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Company, and/or exercise all rights and remedies available to it under this Note, the Master Security Agreement and/or applicable law; provided, however, that upon the occurrence of any event specified in Section 5(d), the unpaid principal amount of this Note and all interest and other amounts as aforesaid shall automatically become due and payable without further act of the Holder.

7. Amendments and Waivers. Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder.

8. Assignability. No transfer or other disposition of this Note by the Company, whether voluntary or involuntary, shall be valid unless such transfer or disposition is approved in writing by the Holder, which approval may be granted or withheld at the Holder's sole discretion. This Note shall be binding upon the Company and its successors and assigns. The Holder may transfer or assign all or a portion of this Note to (a) any affiliate of Valens U.S. SPV 1, LLC or Valens Offshore SPV II Corp. or (b) (i) prior to October 14, 2011, any other person or entity acceptable to the Company and (ii) on an after October 14, 2011, any other person or entity reasonably acceptable to the Company.

9. Notices. All notices, requests, consents, and other communications under this Note shall be in writing and shall be deemed delivered (i) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

If to the Company:

Ronco Holdings, Inc.
15505 Long Vista Drive, Suite 250
Austin Texas, 78728
Attn: Todd Barrett
Chief Executive Officer
Facsimile: (512) 238-1136

With copies to:

Eaton & Van Winkle LLP
3 Park Avenue, 16th Floor
Attention: Joseph L. Cannella
Facsimile: (212) 779-9928

If to the Holder:

c/o Valens Capital Management, LLC
875 Third Ave., 3rd Floor
New York, New York 10022
Attention: Dhamendra Lachman
Facsimile: (212) 541-441

or such address the Holder may designate by notice in writing to the Company.

Any party may give any notice, request, consent or other communication under this Note using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section.

10. Conflicting Agreements. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

11. Severability. The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

12. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

13. Waivers. The non-exercise by either party of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

14. Lost Documents. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of this Note.

15. Collection Costs. Upon an Event of Default, the Company shall pay all costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Holder as a result of such Event of Default.

16. Waiver. The Company and all others who may become liable for payment of the indebtedness evidenced by this Note do hereby waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, other than notices specifically required by this Note.

17. Reaffirmation. The Company (a) acknowledges, ratifies and confirms that all of the terms, conditions, representations and covenants contained in the Master Security Agreement are in full force and effect and shall remain in full force and effect after giving effect to the execution and effectiveness of this Note, (b) acknowledges, ratifies and confirms that the defined term "Obligations" under the Master Security Agreement includes, without limitation, all obligations and liabilities of the Company under this Note (the "Obligations") and (c) acknowledges, ratifies and confirms (i) the grant by the Company to the Holder, for the ratable benefit of the Creditor Parties (as defined in the Master Security Agreement), of a security interest, lien and pledge in the assets of the Company as more specifically set forth in the Master Security Agreement (the "Security Interest Grant") and (ii) that the Security Interest Grant secures all of the Obligations.

18. Amendment and Restatement. This Note amends and restates in its entirety and is given in substitution for but not in satisfaction of that certain $11,000,000 Secured Promissory Note issued as of January 14, 2011, executed by the Company in favor of Ronco Acquisition, LLC and endorsed by and collaterally assigned by Ronco Acquisition, LLC to the Holder (the "Original Note"). This Note does not effect a refinancing of all or any portion of the obligations heretofore evidenced by the Original Note, it being the intention of the Company and the Holder to avoid effectuating a novation of such obligations.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Note as of the date first written above.

**RONCO HOLDINGS, INC.**

By: /s/ Tod Barrett
Name: Tod Barrett
Title: CEO

**ACKNOWLEDGED AND AGREED:**

**RONCO ACQUISITION, LLC**

By: /s/ Aus Faliks
Name: Aus Faliks
Title: Director

**LV ADMINISTRATIVE SERVICES, INC.**

By: /s/ Patrick Regan
Name: Patrick Regan
Title: Authorized Signatory

Exhibit B-2

AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated as of February 17, 2017

This Amendment, Assignment and Assumption Agreement (the "Assignment"), dated as of the date first set forth above, is entered into by and between RFL Enterprises, LLC ("RFL"), RNC Investors, LLC ("RNC"), and Ronco Holdings, Inc. ("RHI"). Capitalized terms used but not defined herein have the meaning given them in the Agreement (as defined below). Each of RFL, RNC and RHI may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between RFL, RHI, As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., and Ronco Funding, LLC and RNC (the "Settlement Agreement"), the Parties are obligated to enter into this Assignment;

NOW THEREFORE, in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. RHI is the debtor under that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and RHI as borrower, which has since been acquired from Ronco Acquisition by RFL, as attached to the Settlement Agreement as Exhibit B-1 (the "Laurus Note"). As of December 31, 2016, the Laurus Note is outstanding in the amount of approximately $12,323,072.32.

2. Pursuant to Section 7 of the Laurus Note, effective as of the Closing Date (as defined in the Settlement Agreement) the Parties amend the Laurus Note as follows: The date "June 14, 2012" in the paragraph of the Laurus Note commencing with "FOR VALUE RECEIVED" is hereby replaced with the date "June 30, 2018", such that the "Maturity Date" of the Laurus Note is June 30, 2018.

3. Effective as of the Closing Date, RFL grants, transfers and sets over unto RNC all of RFL's right, title and interest in and to the Laurus Note, including, without limitation, all rights, benefits and advantages of RFL to be derived herefrom and all burdens, obligations and liabilities to be derived thereunder, in consideration of the premises and the consideration set out in the Settlement Agreement.

4. RFL represents, warrants and covenants to RNC and RHI, as of the date hereof and as of the Closing Date, that:

   (a) The statements in Section 1 are true and complete;

   (b) RFL is duly organized and validly existing under the laws of the jurisdiction of its formation, and has the requisite power and authority to enter into this Assignment and perform its obligations hereunder and each other document contemplated hereby to which RFL is or will be a party and to consummate the transactions contemplated hereby and thereby;

   (c) The execution, delivery and performance by RFL of this Assignment and the transactions contemplated hereby (i) have been duly authorized by all necessary officers, directors, managers or members of RFL, (ii) do not contravene the terms of RFL's organizational documents, or any amendment thereof, (iii) do not materially violate, conflict with or result in any material breach or contravention of, or the creation of any lien under, any contractual obligation of RFL or any requirement of law applicable to RFL, and (iv) do not materially violate any orders of any governmental authority against, or binding upon, RFL to the knowledge of RFL;

(d) This Assignment has been duly executed and delivered by RFL and constitutes the legal, valid and binding obligations of RFL, enforceable against RFL in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity);

(e) RFL is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act");

(f) There are no brokerage commissions, finder's fees or similar fees or commissions payable by any party in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with RFL or any action taken by RFL;

(g) No other party has any right or interest in the Laurus Note and RFL now has a lawful right, full power and absolute authority to assign to RNC an unencumbered right, title and interest in and to the Laurus Note in the manner set out herein, according to the true intent and meaning of this Assignment.

5. RNC represents, warrants and covenants to RFL, as of the date hereof and as of the Closing Date, that:

(a) RNC is duly organized and validly existing under the laws of the jurisdiction of its formation, and has the requisite power and authority to enter into this Assignment and perform its obligations hereunder and each other document contemplated hereby to which RNC is or will be a party and to consummate the transactions contemplated hereby and thereby;

(b) The execution, delivery and performance by RNC of this Assignment and the transactions contemplated hereby have been duly authorized by all necessary officers, managers or members of RNC; and

(c) RNC is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

6. RHI agrees and consents to the assignment of RFL's interests in the Laurus Note to RNC pursuant to the terms and conditions of this Assignment.

7. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment; and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to the Parties or Party hereto.

8. The Parties acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Assignment as of the date first set forth above:

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

*Agreed and accepted:*

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to Amendment, Assignment and Assumption Agreement]*

Exhibit C-1

# Loan and Security Agreement

**Borrower:**

**RONCO HOLDINGS, INC.**
**d/b/a RONCO**
**15505 Long Vista Drive, Suite 250**
**Austin, TX 78728**

**Lender:**

**INFUSION BRANDS, INC.**
**14375 Myer Lake Circle**
**Clearwater, FL 33760**

**THIS LOAN AND SECURITY AGREEMENT** (the "Agreement") is entered into between Infusion Brands, Inc., a Nevada corporation ("Lender"), whose address is 14375 Myer Lake Circle, Clearwater, FL 33760, and the borrower named above ("Borrower"), whose chief executive office is located at the above address ("Borrower's Address"). The Schedule to this Agreement (the "Schedule") shall for all purposes be deemed to be a part of this Agreement, and the same is an integral part of this Agreement. (Definitions of certain terms used in this Agreement are set forth in Section 8 below.)

**1. LOANS.**

***1.1 Loans.*** Lender will make loans to Borrower (the "Loans"), to be used for working capital. in amounts determined by Lender in its good faith business judgment, up to the amounts (the "Credit Limit") shown on the Schedule, provided no Default or Event of Default has occurred and is continuing, and subject to deduction of Reserves for accrued interest and such other Reserves as Lender deems proper from time to time in its good faith business judgment.

***1.2 Interest.*** All Loans and all other monetary Obligations shall bear interest at the rate shown on the Schedule, except where expressly set forth to the contrary in this Agreement. Accrued interest shall he payable monthly, on the last day of the month, and shall be charged to Borrower's loan account (and the same shall thereafter bear interest at the same rate as the other Loans).

***1.3 Overadvances.*** If at any time or for any reason the total of all outstanding Loans and all other monetary Obligations exceeds the Credit Limit (an "Overadvance"), Borrower shall immediately pay the amount of the excess to Lender, without notice or demand. Without limiting Borrower's obligation to repay to Lender the amount of any Overadvance, Borrower agrees to pay Lender interest on the outstanding amount of any Overadvance, on demand, at the Default Rate.

***1.4 Fees.*** Borrower shall pay Lender the fees shown on the Schedule. which are in addition to all interest and other sums payable to Lender and are not refundable.

***1.5 Loan Requests.*** Subject to all conditions and terms contained herein such as the delivery of a Borrowing Base Certificate in a form acceptable to Lender with respect to each Loan. to obtain a Loan, Borrower shall make a request to Lender by facsimile, telephone, or electronic mail, such request to provide Lender with at least one Business Day's notice. Loan requests received after 12:00 PM (Central Time) will not be considered by Lender until the next Business Day. Lender may rely on any facsimile, electronic mail or telephone request for a Loan given by a person whom Lender believes is an authorized representative of Borrower, and Borrower will indemnify Lender for any loss Lender suffers as a result of that reliance.

***2. SECURITY INTEREST.*** To secure the payment and performance of all of the Obligations when due, Borrower hereby grants to Lender a security interest in all of the following (collectively, the "Collateral"): all right, title and interest of Borrower in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all Accounts; all Inventory; all Equipment; all Deposit Accounts; all General Intangibles (including without limitation all Payment Intangibles and Intellectual Property); all Investment Property; all Other Property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above. and all Borrower's books relating **to** any and all of the above.

***3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.***

In order to induce Lender to enter into this Agreement and to make Loans, Borrower represents and warrants to Lender as follows, and Borrower covenants that the following representations will continue to be true, and that Borrower will at all times comply with all of the following covenants, throughout the term of this Agreement and until all Obligations have been paid and performed in full:

***3.1 Corporate Existence and Authority.*** Borrower is and will continue to be, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is and will continue to be qualified and licensed to do business in all jurisdictions in which any failure to do so would result in a Material Adverse Change. The execution, delivery and performance by Borrower of this Agreement, and all other documents contemplated hereby (i) have been duly and validly authorized, (ii) are enforceable against Borrower in accordance with their terms (except as enforcement may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally), and (iii) do not violate Borrower's articles or certificate of formation or incorporation, or Borrower's by-laws, Borrowees partnership agreement or operating agreement (as the case may be), or any law or any material agreement or instrument which is binding upon Borrower or its property, and (iv) do not constitute grounds for acceleration of any indebtedness or obligation under any agreement or instrument which is binding upon Borrower or its property.

***3.2 Name; Trade Names and Styles.*** The name of Borrower set forth in the heading to this Agreement is its correct name. Listed in the Representations are all prior names of Borrower and all of Borrower's present and prior trade names. Borrower shall give Lender 30 days' prior written notice before changing its name or doing business under any other name. Borrower has complied, and will in the future comply, in all material respects, with all laws relating to the conduct of business under a fictitious business name.

***3.3 Place of Business; Location of Collateral.*** The address set forth in the heading to this Agreement is Borrower's chief executive office. In addition, Borrower has places of business and Collateral is located only at the locations set forth in the Representations. Borrower will give Lender at least 30 days prior written notice before opening any additional place of business, changing its chief executive office, or moving any of the Collateral to a location other than Borrower's Address or one of the locations set forth in the Representations, without Lender's prior written consent.

***3.4 Title to Collateral; Perfection; Permitted Liens.***

(a) Borrower is now, and will at all times in the future be, the sole owner of all the Collateral, except for items of Equipment which are leased to Borrower. The Collateral now is and will remain free and clear of any and all liens, charges, security interests, encumbrances and adverse claims, except for Permitted Liens. Lender now has, and will continue to have, a first-priority perfected and enforceable security interest in all of the Collateral, subject only to Permitted Liens, and Borrower will at all times defend Lender and the Collateral against all claims of others.

(b) Borrower has set forth in the Representations all of Borrower's Deposit Accounts, and Borrower will give Lender five Business Days advance written notice before establishing any new Deposit Accounts and will cause the institution where any such new Deposit Account is maintained to execute and deliver to Lender a control agreement in form sufficient to perfect Lender's security interest in the Deposit Account and otherwise satisfactory to Lender in its good faith business judgment.

(c) In the event that Borrower shall at any time after the date hereof have any commercial tort claims against others, which it is asserting or intends to assert, and in which the potential recovery exceeds $25,000, Borrower shall promptly notify Lender thereof in writing and provide Lender with such information regarding the same as Lender shall request. Such notification to Lender shall constitute a grant of a security interest in the commercial tort claim and all proceeds thereof to Lender, and Borrower shall execute and deliver all such documents and take all such actions as Lender shall request in connection therewith.

(d) None of the Collateral now is or will be affixed to any real property in such a manner, or with such intent, as to become a fixture. Borrower is not and will not become a lessee under any real property lease pursuant to which the lessor may obtain any rights in any of the Collateral and no such lease now prohibits, restrains, impairs or will prohibit, restrain or impair Borrower's right to remove any Collateral from the leased premises. Whenever any Collateral is located upon real property in which any third party has an interest, Borrower shall, whenever requested by Lender, cause such third party to execute and deliver to Lender, in form acceptable to Lender, such waivers and subordinations as Lender shall specify. Borrower will keep in full force and effect, and will comply with all terms of, any lease of real property where any of the Collateral now or in the future may be located.

***3.5 Maintenance of Collateral.*** Borrower will maintain the Collateral in good working condition (ordinary wear and tear excepted), and Borrower will not use the Collateral for any unlawful purpose. Borrower will immediately advise Lender in writing of any material loss or damage to the Collateral.

***3.6 Books and Records.*** Borrower has maintained and will maintain at Borrower's Address complete and accurate books and records, comprising an accounting system in accordance with GAAP.

***3.7 Financial Condition, Statements and Reports.*** All financial statements now or in the future delivered to Lender have been, and will be, prepared in conformity with GAAP and now and in the future will fairly present the results of operations and financial condition of Borrower, in accordance with GAAP, at the times and for the periods therein stated. Between the last date covered by any such statement provided to Lender and the date hereof, there has been no Material Adverse Change.

***3.8 Tax Returns and Payments; Pension Contributions.*** Borrower has timely filed, and will timely file, all required tax returns and reports, and Borrower has timely paid, and will timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions now or in the future owed by Borrower. Borrower may, however, defer payment of any contested taxes, provided that Borrower (1) in good faith contests Borrower's obligation to pay the taxes by appropriate proceedings promptly and diligently instituted and conducted, (ii) notifies Lender in writing of the commencement of, and any material development in, the proceedings, and (iii) posts bonds or takes any other steps required to keep the contested taxes from becoming a lien upon any of the Collateral. Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower. Borrower has paid, and shall continue to pay all amounts necessary to fund all present and future pension, profit sharing and deferred cornpensation plans in accordance with their terms, and Borrower has not and will not withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

***3.9 Compliance with Law.*** Borrower has complied, and will comply, in all respects, with all provisions of all foreign, federal, state and local laws and regulations applicable to Borrower, including, but not limited to, those relating to Borrower's ownership of real or personal property, the conduct and licensing of Borrower's business, and all environmental matters.

***3.10 Litigation.*** There is no claim, suit, litigation, proceeding or investigation pending or threatened against or affecting Borrower in any court or before any governmental agency (or any basis therefor known to Borrower) other than those identified in the Representations. Borrower will promptly inform Lender in writing of any additional claim, proceeding, litigation or investigation in the future threatened or instituted against Borrower.

***3.11 Use of Proceeds.*** All proceeds of all Loans shall be used solely for Borrower's working capital. Borrower is not purchasing or carrying any "margin stock" (as defined in Regulation G of the Board of Governors of the Federal Reserve System) and no part of the proceeds of any Loan will be used to purchase or carry any "margin stock" or to extend credit to others for the purpose of purchasing or carrying any "margin stock."

***4. ACCOUNTS.***

***4.1 Representations Relating to Accounts; Representations Relating to Inventory.***

(a) Borrower represents and warrants to Lender as follows: Each Account with respect to which Loans are requested by Borrower shall, on the date each Loan is requested and made, (i) represent an undisputed bona fide existing unconditional obligation of the Account Debtor created by the sale, delivery, and acceptance of goods or the rendition of services, or the non-exclusive licensing of Intellectual Property, in the ordinary course of Borrower's business, and (ii) meet the Minimum Eligibility Requirements set forth in Section 8 below.

(b) Borrower represents and warrants to Lender as follows: (i) All Eligible Inventory is of good and merchantable quality, free tram detects; and (ii) as to each item of Inventory that is identified by Borrower as Eligible Inventory in a Borrowing Base Certificate submitted to Lender, such Inventory is not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Inventory.

***4.2 Representations Relating to Documents and Legal Compliance.*** Borrower represents and warrants to Lender as follows: All statements made and all unpaid balances appearing in all invoices, payment applications, instruments and other documents evidencing the Accounts are and shall be true and correct and all such invoices, payment applications, instruments and other documents and all of Borrower's books and records are and shall be genuine and in all respects what they purport to be. All sales and other transactions underlying or giving rise to each Account shall comply in all material respects with all applicable laws and governmental rules and regulations. To the best of Borrower's knowledge, all signatures and endorsements on all documents, instruments, and agreements relating to all Accounts are and shall be genuine, and all such documents, instruments and agreements are and shall be legally enforceable in accordance with their terms.

***4.3 Schedules and Documents relating to Accounts.*** Borrower shall deliver to Lender transaction reports and schedules of collections, as provided in the Schedule, on Lender's standard forms; provided, however, that Borrower's failure to execute and deliver the same shall not affect or limit Lender's security interest and other rights in all of Borrower's Accounts, nor shall Lender's failure to advance or lend against a specific Account affect or limit Lender's security interest and other rights therein. If requested by Lender, Borrower shall furnish Lender with copies (or, at Lender's request, originals) of all contracts, orders, invoices, payment applications, and other similar documents, and all shipping instructions, delivery receipts, bills of lading, and other evidence of delivery, for any goods the sale or disposition of which gave rise to such Accounts, and Borrower warrants the genuineness of all of the foregoing. Borrower shall also furnish to Lender an aged accounts receivable trial balance as provided in the Schedule. In addition, Borrower shall deliver to Lender, on its request, the originals of all instruments, chattel paper, security agreements, guarantees and other documents and property evidencing or securing any Accounts, in the same form as received, with ***all*** necessary endorsements, and copies of all credit memos.

***4.4 Collection of Accounts.*** Borrower agrees that any and all Accounts must be collected through the lockbox arrangements required under this Section 4.4. Any and all payments on, and proceeds of, Accounts received by Borrower shall be held by Borrower in trust for Lender, and Borrower shall immediately deliver all such payments and proceeds to Lender in their original form, duly endorsed, to be applied to the Obligations in such order as Lender shall determine. From and after the Effective Date, all proceeds of Collateral shall be deposited by Borrower into a lockbox account, pursuant to a lockbox agreement in such form as Lender may specify in its good faith business judgment, and Borrower shall notify all Account Debtors to make all payments to the lockbox. Without limiting the generality of the foregoing, Borrower's invoices, payment applications, and other similar documents evidencing the Accounts, shall have imprinted or stamped on the face thereof notifications of assignment and check remittance information indicating Lender's lock box address. Lender may also notify all Account Debtors to make all payments to such lockbox.

***4.5. Remittance of Proceeds.*** All proceeds arising from the disposition of any Collateral shall be delivered, in kind, by Borrower to Lender in the original form in which received by Borrower not later than the following Business Day after receipt by Borrower, to be applied to the Obligations in such order as Lender shall determine, Borrower agrees that it will not commingle proceeds of Collateral with any of Borrower's other funds or property, but will hold such proceeds separate and apart from such other funds and property and in an express trust for Lender. Nothing in this Section limits the restrictions on disposition of Collateral set forth elsewhere in this Agreement.

***4.6 Disputes.*** Borrower shall notify Lender promptly of all disputes or claims relating to Accounts. Borrower shall not forgive (completely or partially), compromise or settle any Account for less than payment in full, or agree to do any of the foregoing, without the prior written consent of Lender.

***4.7 Returns.*** Provided no Event of Default has occurred and is continuing, if any Account Debtor returns any Inventory to Borrower, Borrower shall promptly determine the reason for such return and promptly issue a credit memorandum to the Account Debtor in the appropriate amount In the event any **attempted return occurs** after the occurrence and during the continuance of any Event of Default, Borrower shall hold the returned Inventory in trust for Lender, and immediately notify Lender of the return of the Inventory.

***4.8 Verification.*** Lender may, from time to time, verify directly with the respective Account Debtors the validity, amount and other matters relating to the Accounts, by means of mail, telephone or otherwise, either in the name of Borrower or Lender or such other name as Lender may choose, and Lender or its designee may, at any time, notify Account Debtors that it has a security interest in the Accounts.

***4.9 No Liability.*** Lender shall not be responsible or liable for any shortage or discrepancy in, damage to, or loss or destruction of, any goods, the sale or other disposition of which gives rise to an Account or for any error, act, omission, or delay of any kind occurring in the settlement, failure to settle, collection or failure to collect any Account, or for settling any Account in good faith for less than the full amount thereof, nor shall Lender be deemed to be responsible for any of Borrower's obligations under any contract or agreement giving rise to an Account,

***5. ADDITIONAL DUTIES OF BORROWER.***

***5.1 Financial and Other Covenants.*** Borrower shall at all times comply with the financial and other covenants set forth in the Schedule.

***5.2 Insurance.*** Borrower shall, at all times insure all of the tangible personal property Collateral and carry such other business insurance, with insurers reasonably acceptable to Lender, in such form and amounts as Lender may require in its good faith business judgment, and Borrower shall provide evidence of such insurance to Lender. All such insurance policies shall name Lender as the exclusive loss payee, and shall contain a lenders loss payee endorsement in form reasonably acceptable to Lender. Upon receipt of the proceeds of any such insurance, Lender shall apply such proceeds in reduction of the Obligations as Lender shall determine in its good faith business judgment. If Borrower fails to provide or pay for any insurance, Lender may, but is not obligated to, obtain the same at Borrower's expense. Borrower shall promptly deliver to Lender copies of all material reports made to insurance companies.

***5.3 Reports.*** Borrower, at its expense, shall provide Lender with the written reports set forth in the Schedule, and such other written reports with respect to Borrower as Lender shall from time to time specify in its good faith business judgment.

***5.4 Access to Collateral, Books and Records/Site Visits.*** At reasonable times, and on one Business Day's notice, Lender, or its agents, shall have the right to inspect the Collateral, and the right to audit and copy Borrower's books and records. Such inspections or audits shall be conducted no more often than twice during each calendar year, but nothing herein restricts Lender's right to conduct such audits more frequently if (i) Lender believes that it is advisable to do so in Lender's good faith business judgment, or (ii) Lender believes in good faith that a Default or Event of Default has occurred. The foregoing inspections and audits shall be at Borrower's expense and the charge therefor shall be $850 per person per day (or such higher amount as shall represent Lender's then current standard charge for the same), plus reasonable out-of-pocket expenses.

***5.5 Negative Covenants.*** Except as may be permitted in the Schedule, Borrower shall not, without Lender's prior written consent (which shall be a matter of its good faith business judgment), do any of the following:

(i) merge or consolidate with another corporation or entity;

(ii) acquire any assets, except in the ordinary course of business;

(iii) enter into any other transaction outside the ordinary course of business;

(iv) sell or transfer any Collateral, except for the sale of finished Inventory in the ordinary course of Borrower's business;

(v) store any Inventory or other Collateral with any warehouseman or other third party;

(vi) sell any Inventory on a sale-or-return, guaranteed sale, consignment, or other contingent basis, without the prior written consent of Lender;

(vii) make any loans of any money or other assets or make any other Investments, other than Permitted Investments;

(viii) make any cash or capital contributions to Affiliates;

(ix) satisfy by payment any loans or other monetary obligations to any Affiliate, without the prior written consent of Lender;

(x) create, incur, assume or permit to be outstanding any Indebtedness other than (a) the Obligations, (b) trade payables and other contractual obligations to suppliers and customers incurred in the ordinary course of business, and (c) any existing Indebtedness owing to certain Affiliates outlined in Section 8(a) of the Schedule;

(xi) tee or otherwise become liable with respect to the obligations of another party or entity;

(xii) pay or declare any dividends on, or distributions with respect to Borrower's stock (except for dividends payable solely in stock of Borrower), or make any other distributions, directly or indirectly, with respect to any equity interest in Borrower**;**

(xiiii) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's stock or other equity securities;

(xiv) sell or further encumber, assign, lien or otherwise create any new security interest in any real property owned by Borrower;

(xv) engage, directly or indirectly, in any business other than the businesses currently engaged in by Borrower or reasonably related thereto; or

(xvi) dissolve or elect to dissolve.

Transactions permitted by the foregoing provisions of this Section are only permitted if no Default or Event of Default has occurred and is continuing, or would occur as a result of such transaction.

***5.6 Litigation Cooperation.*** Should any third-party suit or proceeding be instituted by or against Lender with respect to any Collateral or relating to Borrower, Borrower shall, without expense to Lender, make available Borrower and its officers, employees and agents and Borrower's books and records, to the extent that Lender may deem them reasonably necessary in order to prosecute or defend any such suit or proceeding.

***5.7 Notification of Changes.*** Borrower will promptly notify Lender in writing of (i) any change in its officers or directors, and (ii) any Material Adverse Change.

***5.8 Further Assurances.*** Borrower agrees, at its expense, on request by Lender, to execute all documents and take all actions, as Lender, may, in its good faith business judgment, deem necessary or useful in order to perfect and maintain Lender's perfected first-priority security interest in the Collateral (subject only to Permitted Liens), and in order to fully consummate the transactions contemplated by this Agreement.

***6. TERM.***

***6.1 Maturity Date.*** This Agreement shall continue in effect until the maturity date set forth on the Schedule, (the "Maturity Date"), subject to Section 6.3 below.

***6.2 Early Termination.***

(a) Early Termination by Lender. This Agreement may be terminated prior to the Maturity Date by Lender, at any time, upon ninety (90) days prior written notice to Borrower, or by Lender, without notice, effective immediately, if an Event of Default has occurred or is continuing.

(b) Early Termination by Borrower. If this Agreement is terminated by Borrower prior to the Maturity Date, Borrower shall pay to Lender a termination fee in an amount equal to all interest, fees and charges accruing hereunder for a three-month period prior to the effective date of termination. The termination fee shall be due and payable on the effective date of termination and thereafter shall bear interest at a rate equal to the highest rate applicable to any of the Obligations.

***6.3 Payment of Obligations.*** On the Maturity Date or on any earlier effective date of termination, Borrower shall pay and perform in full all Obligations, whether evidenced by installment notes or otherwise, and whether or not all or any part of such Obligations are otherwise then due and payable. Notwithstanding any termination of this Agreement, all of Lender's security interests in all of the Collateral and all of the terms and provisions of this Agreement shall continue in full force and effect until all Obligations have been paid and performed in full; provided that Lender may, in its sole discretion, refuse to make any further Loans after termination. No termination shall in any way affect or impair any right or remedy of Lender nor shall any such termination relieve Borrower of any Obligation to Lender, until all of the Obligations have been paid and performed in full. Upon payment and performance in full of all the Obligations, termination of this Agreement, and execution and delivery by Borrower to Lender of a general release on Lender's standard form, attached hereto as Exhibit "A," Lender shall promptly terminate its financing statements with respect to the Borrower and deliver to Borrower such other documents as may be required to fully terminate Lender's security interests. Notwithstanding any such termination, the indemnity provisions of this Agreement shall continue in full force and effect.

***7. EVENTS OF DEFAULT AND REMEDIES.***

***7.1 Events of Default.*** The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement, and Borrower shall give Lender immediate written notice thereof:

(a) Any warranty, representation, statement, report or certificate made or delivered to Lender by Borrower or any of Borrower's officers, employees or agents, now or in the future, shall be untrue or misleading in a material respect when made or deemed to be made; or

(b) Borrower shall fail to pay when due any Loan or any interest thereon or any other monetary Obligation; or

(c) Borrower shall fail to pay any Indebtedness when due;

(d) the total Loans and other Obligations outstanding at any time shall exceed the Credit Limit; or

(e) Borrower shall fail to comply with any of the financial covenants set forth in the Schedule, or shall fail to perform any other non-monetary Obligation which by its nature cannot be cured, or shall fail to permit Lender to conduct an inspection or audit as specified in Section 5.4 hereof; or

(f) Borrower shall fail to perform any other non-monetary Obligation, which failure is not cured within five Business Days after the date due; or

(g) any levy, assessment, attachment, seizure, lien or encumbrance (other than a Permitted Lien) is made on all or any part of the Collateral which is not cured within 10 days after the occurrence of the same; or

(h) any default or event of default occurs under any obligation secured by a Permitted Lien, which is not cured within any applicable cure period or waived in writing by the holder of the Permitted Lien; or

(1) Borrower breaches any material contract or obligation, which has resulted or in Lender's good faith business judgment may reasonably be expected to result in a Material Adverse Change; or

(j) Dissolution, termination of existence, temporary or permanent suspension of business, insolvency or business failure of Borrower or any Guarantor; or appointment of a receiver, trustee or custodian, for all or any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding by Borrower or any Guarantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect.

(k) the commencement of any proceeding against Borrower or any Guarantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect, which is not cured by the dismissal thereof within 30 days after the date commenced; or

(1) revocation or termination of, or limitation or denial of liability upon, any guaranty of the Obligations or any attempt to do any of the foregoing, or death of any Guarantor; or

(m) revocation or termination of, or limitation or denial of liability upon, any pledge of any certificate of deposit securities or other property or asset of any kind pledged by any third party to secure any or all of the Obligations, or any attempt to do any of the foregoing, or commencement of proceedings by or against any such third party under any bankruptcy or insolvency law; or

(n) Borrower makes any payment on account of any indebtedness or obligation which has been subordinated to the Obligations other than as permitted in the applicable subordination agreement, or if any Person who has subordinated such indebtedness or obligations terminates or in any way limits his subordination agreement; or

(o) there shall be a change in the record or beneficial ownership of an aggregate of more than 20% of the outstanding shares of stock of, or equity ownership interest in, Borrower, in one or more transactions, compared to the ownership of the same in effect on the date hereof, without the prior written consent of Lender; or

(p) there shall be a change in the President, Chief Executive Officer, or Chief Financial Officer, and such person is not replaced with another person acceptable to Lender in its good faith business judgment within 30 days thereafter; or

(q) Borrower shall generally not pay its debts as they become due, or Borrower shall conceal, remove or transfer any part of its property, with intent to hinder, delay or defraud its creditors, or make or suffer any transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or

(r) a Material Adverse Change shall occur.

Lender may cease making any Loans hereunder during any of the above cure periods, and, thereafter if an Event of Default has occurred and is continuing

***7.2 Remedies.*** Upon the occurrence and during the continuance of any Event of Default, Lender, at its option, and without notice or demand of any kind (all of which are hereby expressly waived by Borrower), may do any one or more of the following: (a) Cease making Loans or otherwise extending credit to Borrower under this Agreement or any other Loan Document; (b) Accelerate and declare all or any part of the Obligations to be immediately due, payable, and performable, notwithstanding any deferred or installment payments allowed by any instrument or agreement evidencing or relating to any Obligation; (c) Take possession of any or all of the Collateral wherever it may be found, and for that purpose Borrower hereby authorizes Lender without judicial process to enter onto any of Borrower's premises without interference to search for, take possession of keep, store, or remove any of the Collateral, and remain on the premises or cause a custodian to remain on the premises in exclusive control thereof, without charge for so long as Lender deems it necessary, in its good faith business judgment, in order to complete the enforcement of its rights under this Agreement or any other agreement; provided, however, that should Lender seek to take possession of any of the Collateral by court process, Borrower hereby irrevocably waives: (i) any bond and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession; (ii) any demand for possession prior to the commencement of any suit or action to recover possession thereof: and (iii) any requirement that Lender retain possession of, and not dispose of, any such Collateral until after trial or final judgment; (d) Require Borrower to assemble any or all of the Collateral and make it available to Lender at places designated by Lender which are reasonably convenient to Lender and Borrower, and to remove the Collateral to such locations as Lender may deem advisable; (e) Complete the processing, manufacturing or repair of any Collateral prior to a disposition thereof and, for such purpose and for the purpose of removal, Lender shall have the right to use Borrower's premises, vehicles, hoists, lifts, cranes, and other Equipment and all other property without charge; (f) Sell, lease or otherwise dispose of any of the Collateral, in its condition at the time Lender obtains possession of it or after further manufacturing, processing or repair, at one or more public and/or private sales, in lots or in bulk, for cash, exchange or other property, or on credit, and to adjourn any such sale from time to time without notice other than oral announcement at the time scheduled for sale. Lender shall have the right to conduct such disposition on Borrower's premises without charge, for such time or times as Lender deems reasonable, or on Lender's premises, or elsewhere and the Collateral need not be located at the place of disposition. Lender may directly or through any affiliated company purchase or lease any Collateral at any such public disposition, and if permissible under applicable law, at any private disposition Any sale or other disposition of Collateral shall not relieve Borrower of any liability Borrower may have if any Collateral is defective as to title or physical condition of otherwise at the time of sale; (g) Demand payment of, and collect any Accounts and General Intangibles comprising Collateral and, in connection therewith, Borrower irrevocably authorizes Lender to endorse or sign Borrower's name on all collections, receipts, instruments and other documents, to take possession of and open mail addressed to Borrower and remove therefrom payments made with respect to any item of the Collateral or proceeds thereof, and, in Lender's good faith business judgment, to grant extensions of time to pay, compromise claims and settle Accounts and the like for less than face value; and (h) Demand and receive possession of any of Borrower's federal and state income tax returns and the books and records utilized in the preparation thereof or referring thereto. All reasonable attorneys' fees, expenses, costs, liabilities and obligations incurred by Lender with respect to the foregoing shall be added to and become part of the Obligations, shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations. Without limiting any of Lender's rights and remedies, from and after the occurrence and during the continuance of any Event of Default, the interest rate applicable to the Obligations shall be the lesser of eighteen percent (18.00%) or the Maximum Legal Rate (the "Default Rate").

***7.3 Standards for Determining Commercial Reasonableness.*** Borrower and Lender agree that a sale or other disposition (collectively, "sale") of any Collateral which complies with the following standards will conclusively be deemed to be commercially reasonable: (i) Notice of the sale is given to Borrower at least ten days prior to the sale, and, in the case of a public sale, notice of the sale is published at least five days before the sale in a newspaper of general circulation in the county where the sale is to be conducted; (ii) Notice of the sale describes the collateral in general, non-specific terms; (iii) The sale is conducted at a place designated by Lender, with or without the Collateral being present; (iv) The sale commences at any time between 8:00 a.m. and 6:00 p.m., Central Time; (v) Payment of the purchase price in cash or by cashier's check or wire transfer, or by deferred payment obligation acceptable to Lender in its discretion, is required; (vi) With respect to any sale of any of the Collateral, Lender may (but is not obligated to) direct any prospective purchaser to ascertain directly from Borrower any and all information concerning the same. Lender shall be free to employ other methods of noticing and selling the Collateral, in its discretion, if they are commercially reasonable.

***7.4 Power of Attorney.*** Without limiting Lender's other rights and remedies, Borrower grants to Lender an irrevocable power of attorney coupled with an interest, authorizing and permitting Lender (acting through any of its employees, attorneys or agents) at any time, at its option, but without obligation, with or without notice to Borrower, and at Borrower's expense, to do any or all of the following, in Borrower's name or otherwise: (a) Execute on behalf of Borrower any documents that Lender may, in its good faith business judgment, deem advisable in order to perfect and maintain Lender's security interest in the Collateral, or in order to exercise a right of Borrower or Lender, or in order to fully consummate all the transactions contemplated under this Agreement, and all other Loan Documents; (b) Execute on behalf of Borrower, any invoices relating to any Account, any draft against any Account Debtor and any notice to any Account Debtor, any proof of claim in bankruptcy, any Notice of Lien, claim of mechanic's, materialman's or other lien, or assignment or satisfaction of mechanic's, materialman's or other lien; (c) Take control in any manner of any cash or non-cash items of payment or proceeds of Collateral; endorse the name of Borrower upon any instruments, or documents, evidence of payment or Collateral that may come into Lender's possession; (d) Endorse all checks and other forms of remittances received by Lender; (e) Pay, contest or settle any offset, lien, charge, encumbrance, security interest and adverse claim in or to any of the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (f) Grant extensions of time to pay, compromise claims and settle Accounts and General Intangibles or less than face value and execute all releases and other documents in connection therewith; (g) Pay any sums required on account of Borrower's taxes or to secure the release of any liens therefor, or both; (h) Settle and adjust, and give releases of, any insurance claim that relates to any of the Collateral and obtain payment therefor; (i) Instruct any third party having custody or control of any books or records belonging to, or relating to, Borrower to give Lender the same rights of access and other rights with respect thereto as Lender has under this Agreement; (j) Take any action or pay any sum required of Borrower pursuant to this Agreement and any other Loan Documents; (k) With regards to Accounts, at Borrower's expense, to ask, demand, collect, sue for, settle, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Accounts; (1) To file, at Borrower's expense, any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Accounts or any of the collateral securing payment of the Accounts or otherwise to enforce the rights of Purchaser with respect to the Accounts. Any and all reasonable sums paid and any and all reasonable costs, expenses, liabilities, obligations and attorneys' fees incurred by Lender with respect to the foregoing shall be added to and become part of the Obligations, shall be payable on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations. In no event shall Lender's rights under the foregoing power of attorney or any of Lender's other rights under this Agreement be deemed to indicate that Lender is in control of the business, management or properties of Borrower.

***7.5 Application of Proceeds.*** All proceeds realized as the result of any sale of the Collateral shall be applied by Lender to the Obligations, in such order as Lender shall determine in its sole discretion. Any surplus shall be paid to Borrower or other persons legally entitled thereto; Borrower shall remain liable to Lender for any deficiency. If, Lender, in its good faith business judgment, directly or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Lender shall have the option, exercisable at any time, in its good faith business judgment, of either reducing the Obligations by the principal amount of purchase price or deferring the reduction of the Obligations until the actual receipt by Lender of the cash therefor.

***7.6 Remedies Cumulative.*** In addition to the rights and remedies set forth in this Agreement, Lender shall have all the other rights and remedies accorded a secured party under the Texas Uniform Commercial Code and under all other applicable laws, and under any other instrument or agreement now or in the future entered into between Lender and Borrower, and all of such rights and remedies are cumulative and none is exclusive. Exercise or partial exercise by Lender of one or more of its rights or remedies shall not be deemed an election, nor bar Lender from subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of Lender to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been fully paid and performed.

***8. DEFINITIONS.*** As used in this Agreement, the following terms have the following meanings:

"Account Debtor" means the obligor on an Account.

"Accounts" means all present and future "accounts" as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all accounts receivable and other sums owing to Borrower.

"Affiliate" means, with respect to any Person, a relative, partner, shareholder, director, officer, or employee of such Person, or any parent or subsidiary of such Person, or any Person controlling, controlled by or under common control with such Person.

"Borrowing Base Certificate" means each Borrowing Base Certificate in a form acceptable to Lender, to be delivered by the Borrower or appointed Administrative Borrower to Lender, and that is certified to be correct as to all matters therein stated, as amended, supplemented or otherwise modified from time to time.

"Business Day" means a day on which Lender is open for business.

"Capital Expenditures" means all expenditures made and liabilities incurred for the acquisition of any fixed asset or improvement, replacement, substitution or addition thereto which has a useful life of more than one year and including, without limitation, those arising in connection with any lease of property by Borrower that, in accordance with GAAP, should be capitalized for financial reporting purposes and reflected as a liability on the balance sheet of Borrower.

"Code" means the Uniform Commercial Code as adopted and in effect in the State of Texas from time to time.

"Collateral" has the meaning set forth in Section 2 above.

"continuing" and "during the continuance of" when used with reference to a Default or Event of Default means that the Default ***or*** Event of Default has occurred and has not been either waived in writing by Lender or cured within any applicable cure period.

"Debt Service" means principal and interest on Indebtedness of Borrower and its Subsidiaries determined on a consolidated basis.

"Default" means any event which with notice or passage of time or both, would constitute an Event of Default.

"Default Rate" has the meaning set forth in Section 7.2 above.

"Deposit Accounts" means all present and future "deposit accounts" as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit.

"Eligible Accounts" means Accounts arising in the ordinary course of Borrower's business from the sale of material, products, or finished goods or the rendition of services, which Lender, in its sole and absolute discretion, shall deem eligible for borrowing. Without limiting the fact that the determination of which Accounts are eligible for borrowing is a matter of Lender's discretion, the following (the "Minimum Eligibility Requirements") are the minimum requirements for an Account to be an Eligible Account:

(i) the Account must not be outstanding for more than ninety (90) days from its invoice date (the "Eligibility Period");

(ii) the payment terms for the Account shall be equal to or less than thirty (30) days from the invoice date (unless pre-approved by Lender in its discretion in writing, or backed by a letter of credit satisfactory to Lender);

(iii) the Account must represent goods or merchandise that has been delivered and accepted by the Account Debtor or services that have been fully performed by the Borrower, and furnished to and accepted by Account Debtor and must not represent work-in-progress, progress billings, or be due under a fulfillment or requirements contract with the Account Debtor;

(iv) the Account must not be subject to any contingencies (including Accounts arising from sales on consignment, guaranteed sale or other terms pursuant to which payment by the Account Debtor may be conditional),

(v) the Account must not be owing from an Account Debtor with whom Borrower has any dispute (whether or not relating to the particular Account),

(vi) the Account must not be owing from an Affiliate of Borrower,

(vii) the Account must not be owing from an Account Debtor which is subject to any insolvency or bankruptcy proceeding, or whose financial condition is not acceptable to Lender, or which, fails or goes out of a material portion of its business,

(viii) the Account must not be owing from the United States or any department, agency or instrumentality thereof (unless there has been compliance, to Lender's satisfaction, with the United States Assignment of Claims Act),

(ix) the Account must not be owing from an Account Debtor located outside the United States (unless pre-approved by Lender in its discretion in writing, or backed by a letter of credit satisfactory to Lender),

(x) the Account must not be owing from an Account Debtor to whom Borrower is or may be liable for goods purchased from such Account Debtor or otherwise (but, in such case, the Account will be deemed not eligible only to the extent of any amounts owed by Borrower to such Account Debtor),

(xi) the Account must not constitute a retention billing/invoice;

(xii) the Account must not be assigned for collection or designated for such assignment, or an Account for which Lender in its good faith business judgment determines collection to be doubtful;

(xiii) the Account must not be for C.O.D., cash in advance, or similar terms;

(xiv) Accounts owing from one Account Debtor will not be deemed Eligible Accounts to the extent they exceed 25,00% of the total Accounts outstanding (unless pre-approved by Lender in its discretion in writing, or backed by a letter of credit satisfactory to Lender); and

(xv) In addition, if more than 25.00% of the Accounts owing from an Account Debtor are outstanding for a period longer than their Eligibility Period (without regard to unapplied credits) or are otherwise not eligible Accounts, then all Accounts owing from that Account Debtor will be deemed ineligible for borrowing.

Lender may, from time to time, in its sole and absolute discretion, revise the Minimum Eligibility Requirements, upon written notice to Borrower.

"Eligible Inventory" means Inventory which Lender, in its sole and absolute discretion, deems eligible for borrowing. Without limiting the fact that the determination of which Inventory is eligible for borrowing is a matter of Lender's discretion, the following are the minimum requirements for Inventory to be Eligible Inventory: (i) the Inventory must consist of raw material and finished goods, in good, new and salable condition, not be perishable, not be obsolete or unmerchantable, and not be comprised of work in process, packaging and shipping materials or supplies; (ii) the Inventory must meet all applicable governmental standards; (iii) the Inventory must have been manufactured in compliance with the Fair Labor Standards Act; (iv) the Inventory must conform in all respects to the warranties and representations set forth in this Agreement; (v) the Inventory must be at all times subject to Lender's duly perfected, first priority security interest; (vi) the Inventory must be situated at Borrower's Address or at one of Borrower's domestic locations set forth in the Representations; (vii) the Inventory must not be located on real property leased by Borrower or in a contract warehouse, in each case, (A) unless either (1) it is subject to a landlord agreement or bailee agreement in favor of Lender executed by the lessor, warehouseman, or other third party, as the case may be, or (2) a Reserve, in an amount satisfactory to (and in the good faith business judgment of) Lender, in respect of the Inventory at such location has been established by Lender, and **(B)** unless it is segregated or otherwise separately identifiable from goods of others (including any Guarantor), if any, stored on the premises; (viii) the Inventory must not be "slow-moving" (including without limitation, for purposes of this clause (viii), any Inventory held in excess of sixty (60) days); (ix) Borrower must have good, valid, and marketable title to such Inventory; (x) the Inventory must not consist of restrictive or custom items, or goods that constitute spare parts, supplies used or consumed in Borrower's business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment; and (xi) the Inventory must not consist of Inventory in-transit from one location of Borrower to another location of Borrower.

"Equipment" means all present and future "equipment" as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"Event of Default" means any of the events set forth in Section 7.1 of this Agreement.

"GAAP" means generally accepted accounting principles consistently applied.

"General Intangibles" means all present and future "general intangibles" as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all Intellectual Property, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists. telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"good faith business judgment" means honesty in fact and good faith (as defined in Section 1201 of the Code) in the exercise of Lender's business judgment.

"Guarantor" means any Person who has guaranteed, or in the future guarantees, any of the Obligations.

"including" means including (but not limited to).

"Indebtedness" means all of Borrower's present and future obligations, liabilities, debts, claims and indebtedness, contingent, fixed or otherwise, however evidenced, created, incurred, acquired, owing or arising, whether under written or oral agreement, operation of law or otherwise to any Person, and includes, without limiting the foregoing (i) the Obligations, (ii) obligations and liabilities of any Person secured by a lien, claim, encumbrance or security interest upon property owned by Borrower, even though Borrower has not assumed or become liable therefor, (iii) obligations and liabilities created or arising under any lease (including capital leases) or conditional sales contract or other title retention agreement with respect to property used or acquired by Borrower, even though the rights and remedies of the lessor, seller or lender are limited to repossession (including, without limitation, the Sale-Leaseback Transaction), (iv) all unfunded pension fund obligations and liabilities and (v) deferred taxes.

"Intellectual Property" means all present and future (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, servicemarks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by any such trademarks; (t) computer software and computer software products; (g) designs and design rights; (h) technology; (1) all claims for damages by way of past, present and future infringement of any of the rights included above; and (j) all licenses or other rights to use any property or rights of a type described above.

"Inventory" means all present and future "inventory" as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"Investment" means any beneficial ownership interest in any Person (including stock, securities, partnership interest, limited liability company interest, or other interests), and any loan, advance or capital contribution to any Person, including the creation or capital contribution to an wholly-owned or partially-owned subsidiary)

"Investment Property" means all present and future investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts, commodity accounts, and all financial assets held in any securities account or otherwise, and all options and warrants to purchase any of the foregoing, wherever located, and all other securities of every kind, whether certificated or uncertificated.

"Loan Documents" means, collectively, this Agreement, any Guaranty, any Subordination Agreement, the Representations, and all other present and future documents, instruments and agreements between Lender and Borrower (or Guarantor, if applicable), including, but not limited to those relating to this Agreement, and all amendments and modifications thereto and replacements therefor.

"Material Adverse Change" means any of the following: (i) a material adverse change in the business, operations, or financial or other condition of the Borrower; or (ii) a material impairment of the prospect or repayment of any portion of the Obligations; or (iii) a material impairment of the value or priority of Lender's security interests in the Collateral.

"Net Income" means, as calculated on a consolidated basis for Borrower and its Subsidiaries for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower and its Subsidiaries for such period taken as a single accounting period.

"Obligations" means all present and future Loans, advances, debts, liabilities, obligations, guaranties, covenants, duties and indebtedness at any time owing by Borrower to Lender, whether evidenced by this Agreement or any note or other instrument or document, or otherwise, whether arising from an extension of credit, opening of a letter of credit, banker's acceptance, loan, guaranty, indemnification or otherwise, whether direct or indirect (including, without limitation, those acquired by assignment and any participation by Lender in Borrower's debts owing to others), absolute or contingent, due or to become due, including, without limitation, all interest, charges, expenses, fees, attorney's fees, expert witness fees, audit fees, letter of credit fees, collateral monitoring fees, closing fees, facility fees, auction fees, liquidation fees, appraisal fees. termination fees, minimum interest charges and any other sums chargeable to Borrower under this Agreement or under any other Loan Documents.

"Other Equipment" is leasehold improvements, intangible property such as computer software and software licenses, equipment specifically designed or manufactured for Borrower, other intangible property, limited use property and other similar property and soft costs approved by Bank, including taxes, shipping, warranty charges, freight discounts and installation expenses.

"Other Property" means the following as defined in the Texas Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and all rights relating thereto: all present and future "commercial tort claims" (including without limitation any commercial tort claims identified in the Representations), "documents", "instruments", "promissory notes", "chattel paper", "letters of credit", "letter-of-credit rights", "fixtures", "farm products" and "money"; and all other goods and personal property of every kind, tangible and intangible, whether or not governed by the Code.

"Payment" means all checks, wire transfers and other items of payment received by Lender (including proceeds of Accounts and payment of the Obligations in full) for credit to Borrower's outstanding Loans.

"Permitted Investments" means:

(i) Investments in Subsidiaries shown on the Representations and existing on the date hereof;

(ii) cash and cash equivalents;

(iii) Investments consisting of Deposit Accounts in which Lender has a first-priority perfected security interest; and

(iv) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

"Permitted Liens" means the following:

(i) purchase money security interests in specific items of Equipment listed in the Representations;

(ii) purchase money security interests in Equipment where the purchase money lien does not exceed the value of the acquired asset;

(iii) leases of specific items of Equipment listed in the Representations;

(iv) liens for taxes not yet payable;

(v) additional security interests and liens which are subordinate **to** the security interest of Lender and are consented to in writing by Lender, which consent may be withheld in its good faith business judgment; and

(vi) security interests being terminated substantially concurrently with this Agreement.

Lender will have the right to require, as a condition to its consent under subparagraph (v) above, that the holder of the additional security interest or lien sign an intercreditor agreement on Lender's then standard form, acknowledge that the security interest is subordinate to the security interest in favor of Lender, and agree not to take any action to enforce its subordinate security interest so long as any Obligations remain outstanding, and that Borrower agree that any uncured default in any obligation secured by the subordinate security interest shall also constitute an Event of Default under this Agreement.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, government, or any agency or political division thereof, or any other entity.

"Representations" means the written Representations and Warranties provided by Borrower to Lender referred to in the Schedule.

"Reserves" means, as of any date of determination, such amounts as Lender may from time to time establish and revise in its good faith business judgment, reducing the amount of Loans, and other financial accommodations which would otherwise be available to Borrower under the lending formula(s) provided in the Schedule: (a) to reflect events, conditions, contingencies or risks which, as determined by Lender in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in delinquencies of Accounts), (ii) the assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Lender in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Lender's good faith belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Lender is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Lender determines in good faith constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

"Subsidiary" means, with respect to any Person, a Person of which more than 50% of the voting stock or other equity interests is owned or controlled, directly or indirectly, by such Person or one or more Affiliates of such Person.

"Other Terms" All accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings given to such terms in accordance with GAAP, consistently applied. All other terms contained in this Agreement, unless otherwise indicated, shall have the meanings provided by the Code, to the extent such terms are defined therein.

***9. CROSS-DEFAULT.***

***9.1 Cross Default.*** This Agreement and each guaranty, pledge agreement and each other agreement, document and instrument executed and/or delivered in connection herewith shall constitute a Loan Document. Any default or event of default or any breach of any representation, warranty, covenant or agreement by Borrower hereunder or under any such other agreement executed and/or delivered in connection herewith shall constitute a Default under this Agreement and the other Loan Documents.

***10. GENERAL PROVISIONS.***

***10.1 Computations.*** In computing interest on the Obligations, all Payments received after 2:00 Central Time on any day shall be deemed received on the next Business Day, and Payments received by Lender (including proceeds of Receivables and payment of the Obligations in full) shall be deemed applied by Lender on account of the Obligations three (3) Business Days after receipt by Lender of immediately available funds. Lender shall not be required to credit Borrower's account for the amount of any item of payment which is unsatisfactory to Lender in its good faith business judgment, and Lender may charge Borrower's loan account for the amount of any item of payment which is returned to Lender unpaid.

***10.2 Application of Payments.*** All payments with respect to the Obligations maybe applied, and in Lender's good faith business judgment reversed and re-applied, to the Obligations, in such order and manner as Lender shall determine in its good faith business judgment.

***10.3 Increased Costs and Reduced Return.*** If Lender shall have determined that the adoption or implementation of, or any change in, any law, rule, treaty or regulation, or any policy, guideline or directive of, or any change in, the interpretation or administration thereof by, any court, central bank or other administrative or governmental authority, or compliance by Lender with any directive of, or guideline from, any central bank or other Governmental Authority or ***the*** introduction of, or change in, any accounting principles applicable to Lender (whether or not having the force of law) shall (i) subject the Lender to any tax, duty or other charge with respect to this Agreement or any Loan made hereunder, or change the basis of taxation of payments to Lender of any amounts payable hereunder (except for taxes on the overall net income of Lender), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan, or against assets of or held by, or deposits with or for the account of, or credit extended by, Lender, or (iii) impose on Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to Lender of making any Loan, or agreeing to make any Loan or to reduce any amount received or receivable by Lender, then, upon demand by Lender, the Borrower shall pay to Lender such additional amounts as will compensate Lender, or its agents, for such increased costs or reductions in amount. All amounts payable under this Section shall bear interest from the date of demand by the Lender until payment in full to the Lender at the highest interest rate applicable to the Obligations. A certificate of the Lender claiming compensation under this Section, specifying the event herein above described and the nature of such event shall be submitted by the Lender to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and the Lender's reasons for invoking the provisions of this Section, and the same shall be final and conclusive absent manifest error.

***10.4 Charges to Accounts.*** Lender may, in its discretion, require that Borrower pay monetary Obligations in cash to Lender, or charge them **to** Borrower's Loan account, in which event they will bear interest at the same rate applicable to the Loans.

***10.5 Monthly Accountings.*** Lender may provide Borrower monthly with an account of advances, charges, expenses and payments made pursuant to this Agreement. Such account shall be deemed correct, accurate and binding on Borrower and an account stated (except for reverses and reapplications of payments made and corrections of errors discovered by Lender), unless Borrower notifies Lender in writing to the contrary within 60 days after such account is rendered, describing the nature of any alleged errors or omissions.

***10.6 Notices.*** All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class mail, or certified mail return receipt requested, addressed (i) to Borrower at the address shown in the heading to this Agreement, or (ii) to Lender at the address shown in the heading to this Agreement, or (iii) for either party at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or at the expiration of one Business Day following delivery to the private delivery service, or two Business Days following the deposit thereof in the United States mail, with postage prepaid.

***10.7 Severability.*** Should any provision of this Agreement be held by any court of competent jurisdiction to be void or unenforceable, such defect shall not affect the remainder of this Agreement, which shall continue in full force and effect.

***10.8 Integration.*** This Agreement and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Borrower and Lender and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Agreement. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES WHICH ARE NOT SET FORTH IN THIS AGREEMENT OR IN OTHER WRITTEN AGREEMENTS SIGNED BY THE PARTIES IN CONNECTION HEREWITH.

***10.9 Waivers; Indemnity*.** The failure of Lender at any time or times to require Borrower to strictly comply with any of the provisions of this Agreement or any other Loan Document shall not waive or diminish any right of Lender later to demand and receive strict compliance therewith. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent, and whether or not similar. None of the provisions of this Agreement or any other Loan Document shall be deemed to have been waived by any act or knowledge of Lender or its agents or employees, but only by a specific written waiver signed by an authorized officer of Lender and delivered to Borrower. Borrower waives the benefit of all statutes of limitations relating to any of the Obligations or this Agreement or any other Loan Document, and Borrower waives demand, protest, notice of protest and notice of default or dishonor, notice of payment and nonpayment, notice of intent to accelerate, notice of acceleration, release, compromise, settlement, extension or renewal of any commercial paper, instrument, account, General Intangible, document or guaranty at any time held by Lender on which Borrower is or may in any way be liable, and notice of any action taken by Lender, unless expressly required by this Agreement. Borrower hereby agrees to indemnify Lender and its affiliates, subsidiaries, parent, directors, officers, employees, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any of the Obligations, or any relationship or agreement between Lender and Borrower, or any other matter, relating to Borrower or the Obligations; provided that this indemnity shall not extend to damages proximately caused by the indemnitee's own gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

***10.10 Liability.*** NEITHER LENDER NOR ITS PARENT, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS SHALL BE LIABLE FOR ANY CLAIMS, DEMANDS, LOSSES OR DAMAGES, OF ANY KIND WHATSOEVER, MADE, CLAIMED, INCURRED OR SUFFERED BY BORROWER OR ANY OTHER PARTY THROUGH THE ORDINARY NEGLIGENCE OF LENDER, OR ITS PARENT OR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS, BUT NOTHING HEREIN SHALL RELIEVE LENDER FROM LIABILITY FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER LENDER NOR ITS PARENT, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS SHALL BE RESPONSIBLE OR LIABLE TO BORROWER OR TO ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, WHICH MAY BE ALLEGED AS A RESULT OF ANY FINANCIAL ACCOMMODATION HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR AS A RESULT OF ANY OTHER ACT, OMISSION OR TRANSACTION.

***10.11 Amendment.*** The terms and provisions of this Agreement may not be waived or amended, except in a writing executed by Borrower and a duly authorized officer of Lender.

***10.12 Time of Essence.*** Time is of the essence in the performance by Borrower of each and every obligation under this Agreement.

***10.13 Attorneys' Fees and Costs.*** Borrower shall reimburse Lender for all reasonable attorneys' fees and all filing, recording. search, title insurance, appraisal. audit, and other reasonable costs incurred by Lender, pursuant to, or in connection with, or relating to this Agreement (whether or not a lawsuit is filed), including, but not limited to, any reasonable attorneys' fees and costs Lender incurs in order to do the following: prepare and negotiate this Agreement and all present and future documents relating to this Agreement; obtain legal advice in connection with this Agreement or Borrower: enforce, or seek to enforce, any of its rights; prosecute actions against, or defend actions by, Account Debtors; commence, intervene in, or defend any action or proceeding; initiate any complaint to be relieved of the automatic stay in bankruptcy; file or prosecute any probate claim, bankruptcy claim, third-party claim, or other claim; examine, audit, copy, and inspect any of the Collateral or any of Borrower's books and records; protect, obtain possession of, lease, dispose of, or otherwise enforce Lender's security interest in, the Collateral; and otherwise represent Lender in any litigation relating to Borrower. If either Lender or Borrower files any lawsuit against the other predicated on a breach of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorneys' fees, including (but not limited to) reasonable attorneys' fees and costs incurred in the enforcement of, execution upon or defense of any order, decree, award or judgment. All attorneys' fees and costs to which Lender may be entitled pursuant to this Paragraph shall immediately become part of Borrower's Obligations, shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations.

***10.14 Benefit of Agreement.*** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, beneficiaries and representatives of Borrower and Lender; provided, however, that Borrower may not assign or transfer any of its rights under this Agreement without the prior written consent of Lender, and any prohibited assignment shall be void. No consent by Lender to any assignment shall release Borrower from its liability for the Obligations.

***10.15 Joint and Several Liability.*** If Borrower consists of more than one Person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

***10.16 Limitation of Actions.*** Any claim or cause of action by Borrower against Lender, its directors, officers, employees, agents, accountants or attorneys, based upon, arising from, or relating to this Loan Agreement, or any other Loan Document, or any other transaction contemplated hereby or thereby or relating hereto or thereto, or any other matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done by Lender, its directors, officers, employees, agents, accountants or attorneys, shall be barred unless asserted by Borrower by the commencement of an action or proceeding in a court of competent jurisdiction by the filing of a complaint within two years after the first act, occurrence or omission upon which such claim or cause of action, or any part thereof, is based, and the service of a summons and complaint on an officer of Lender, or on any other person authorized to accept service on behalf of Lender, within thirty (30) days thereafter. Borrower agrees that such two-year period is a reasonable and sufficient time for Borrower to investigate and act upon any such claim or cause of action. The two-year period provided herein shall not be waived, tolled, or extended except by the written consent of Lender in its sole discretion. This provision shall survive any termination of this Loan Agreement or any other Loan Document.

***10.17 Paragraph Headings; Construction.*** Paragraph headings are only used in this Agreement for convenience. Borrower and Lender acknowledge that the headings may not describe completely the subject matter of the applicable paragraph, and the headings shall not be used in any manner to construe, limit, define or interpret any term or provision of this Agreement. This Agreement has been fully reviewed and negotiated between the parties and no uncertainty or ambiguity in any term or provision of this Agreement shall be construed strictly against Lender or Borrower under any rule of construction or otherwise.

***10.18 Public Announcement.*** Borrower hereby agrees that Lender may make a public announcement of the transactions contemplated by this Agreement, and may publicize the same in marketing materials, newspapers and other publications, and otherwise, and in connection therewith may use the Borrower's name, tradenames and logos.

***10.19 Governing Law; Jurisdiction; Venue.*** This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of Texas. Each party consents to the jurisdiction of courts or tribunals located within Travis County, Texas, and agrees that the exclusive venue for all actions and proceedings (including any alternative dispute resolution method as described in Section 10.20 of this Agreement) relating directly or indirectly to this Agreement shall be Travis County, Texas, provided that nothing herein shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction. Any judicial proceeding by Borrower against Lender or any affiliate thereof involving, directly or indirectly, any matter in any way arising out of, related to, or connected with any Loan Document shall be brought only in a proceeding in Travis County, Texas, and shall be subject to the provisions of Sections 10.20 and 10.21 below. Each party waives any and all rights the party may have to object to the jurisdiction of any such tribunal or court, or to transfer or change the venue of any such action or proceeding from such tribunal or court, including, without limitation, any objection to venue or request for change in venue based on doctrine of *forum non conveniens.* Borrower consents to service of process in any action or proceeding brought against it by Lender, by personal delivery, or by mail addressed as set forth in this Agreement or by any other method permitted by law.

***10.20 Dispute Resolution.*** (a) Mediation. In the event of a dispute between the parties concerning any aspect of this Loan Agreement and except for any matters pertaining to Borrower's commission of an Event of Default pursuant to section 7.1 ("Alternative Dispute Exceptions"), the parties shall first meet within two (2) business days of receipt of any request and, in good faith, seek to resolve the dispute before such party may commence any action, whether arbitration or litigation. If the parties fail to reach an agreement in the mediation process within five (5) days, then either party may, if it so chooses, commence arbitration or litigation, as this Agreement may allow. Borrower and Lender reserve all of their respective rights in the event that no agreed resolution is reached in the mediation procedure and neither party shall be deemed to be precluded from commencing an action for the sole purpose of preventing irreparable harm while the mediation procedure is pending or continuing.

**(b) Arbitration.** Except for the Alternative Dispute Exceptions, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this provision to arbitrate, shall be governed by the Texas General Arbitration Act, V.T.C.A., Civil Practices and Remedies Code, § 171.001 *el seq.* or, if interstate commerce is involved and to the extent provided, the Federal Arbitration Act. Arbitration shall be determined before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. In addition to the Alternative Dispute Exceptions, this clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(c) Temporary Relief. Without prejudice to any party or this arbitration provision, any of the parties may petition an appropriate court of competent jurisdiction for any temporary or preliminary relief, such as for an injunction or garnishment. The filing for such relief shall not be considered a waiver of the right to arbitration under this provision. Alternatively, pending arbitration, any provisional remedy which would be available from a court of law shall be available to the parties to this Agreement from the arbitrators.

***10.21 Mutual Waiver of Jury TriaL*** **BORROWER AND LENDER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS AGREEMENT OR ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN LENDER AND BORROWER, OR ANY CONDUCT, ACTS OR OMISSIONS OF LENDER OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN ALL OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

**BORROWER:**

**RONCO HOLDINGS, INC.**
**d/b/a RONCO, a Delaware corporation**

By: /s/ William Moore
William Moore, President

Date: 11 April 2014

**LENDER:**

**INFUSION BRANDS, INC.,**
**a Nevada corporation**

By: /s/ Robert DeCecco
Robert DeCecco, Chief Executive Officer

Date: _____

**Schedule to**

**Loan and Security Agreement**

**Borrower:**

**RONCO HOLDINGS, INC.**
**d/b/a RONCO**
**15505 Long Vista Drive, Suite 250**
**Austin, TX 78728**

This Schedule forms an integral part of the Loan and Security Agreement between Infusion Brands, Inc., and the above-borrower of even date (as amended, restated, supplemented, or otherwise modified from time to time, this "Agreement" or the "Loan Agreement").

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**1. CREDIT LIMIT**

(Section 1.1):

The Credit Limit shall be the sum of (A) and (B) below:

As used herein, the term "Loans" means, individually and collectively, the Revolving Loans under Part A and Part B below.

A. AR Revolving Loans. Subject to the terms and conditions of this Agreement, and at Lender's sole and absolute discretion, Lender shall make revolving advances ("AR Revolving Loans") in an aggregate outstanding amount not to exceed at any time the lesser of the following (the "AR Revolver Credit Limit") (1) $3,000,000.00 (the "Maximum AR Revolver Amount") or (2) the AR Borrowing Base (as defined below).

As used herein, the term "AR Borrowing Base" means 80.00% (the "AR Advance Rate") of the amount of Borrower's Eligible Accounts (as defined in Section 8 above). Lender may, from time **to** time, modify the AR Advance Rate and/or the Maximum AR Revolver Amount, in its good faith business judgment, upon notice to the Borrower, based on changes in collection experience with respect to Accounts, its evaluation of the Inventory, or other issues or factors relating to the Accounts, Inventory or other Collateral or Borrower.

B. Inventory Revolving Loans. At Lender's sole and absolute discretion, subject to the terms and conditions of this Agreement and provided the making of any loan under this section 1.1(B) does not cause the AR Revolver Credit Limit to exceed $3,000,000.00, Lender shall make revolving advances ("Inventory Revolving Loans") in an aggregate outstanding amount not to exceed at any time the lesser of the following (the "Inventory Revolver Credit Limit"): (1) $1,000,000.00 (the "Maximum Inventory Revolver Amount"); or (2) the Inventory Borrowing Base (as defined below); or (3) 25.00% of the amount of Borrower's gross Accounts.

As used herein, the term "Inventory Borrowing Base" means 30.00% (the "Inventory Advance Rate") of the value of Borrower's Eligible Inventory (as defined in Section S above), calculated at cost and determined on a first-in first-out basis. Lender may, from time to time, modify the Inventory Advance Rate and/or the Maximum Inventory Revolver Amount, in its good faith business judgment, upon notice to the Borrower, based on changes in collection experience with respect to Accounts, its evaluation of the Inventory, or other issues or factors relating to the Accounts, Inventory or other Collateral or Borrower.

The term "Maximum Revolver Amount" shall mean the Maximum AR Revolver Amount plus the Maximum Inventory Revolver Amount.

**2. INTEREST.**

Interest Rate (Section 1.2):

The Loans outstanding from time to time shall bear interest at an annual rate equal to the "Prime Rate" in effect from time to time, plus 4.00% per annum. Interest hereon shall accrue daily and be payable monthly.

Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed.

As used in this Agreement, "Prime Rate" means the "prime rate" published from time to time in the *Wall Street Journal*. The interest rate applicable to the Obligations shall change on each date there is an applicable change in the Prime Rate. Interest is also subject to the operation, as applicable, of Section 7.2 of the Loan Agreement as to the Default Rate.

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**2A. USURY SAVINGS CLAUSE**

Provisions Relating to Interest

Notwithstanding the provisions of this Agreement regarding the rates of interest applicable to the Loans, if at any time the amount of such interest computed on the basis of the interest rate set forth herein (the "Applicable Interest Rate") would exceed the amount of such interest computed upon the basis of the maximum rate of interest permitted by applicable state or federal law in effect from time to time hereafter, after taking into account, to the extent required by applicable law, any and all fees, payments, charges and calculations provided for in this Agreement or in any other agreement between Borrower and Lender (the "Maximum Legal Rate"), the interest payable under this Agreement shall be computed upon the basis of the Maximum Legal Rate, but any subsequent reduction in the Applicable Interest Rate shall not reduce such interest thereafter payable hereunder below the amount computed on the basis of the Maximum Legal Rate until the aggregate amount of such interest accrued and payable under this Agreement equals the total amount of interest which would have accrued if such interest had been at all times computed solely on the basis of the Applicable Interest Rate.

No agreements, conditions, provisions or stipulations contained in this Agreement or any other instrument, document or agreement between the Borrower and Lender or default of the Borrower, or the exercise by Lender of the right to accelerate the payment of the maturity of principal and interest, or to exercise any option whatsoever contained in this Agreement or any other agreement between the Borrower and Lender, or the arising of any contingency whatsoever, shall entitle Lender to collect, in any event, interest exceeding the Maximum Legal Rate and in no event shall the Borrower be obligated to pay interest exceeding such Maximum Legal Rate and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel the Borrower to pay a rate of interest exceeding the Maximum Legal Rate, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest over such Maximum Legal Rate. In the event any interest is charged in excess of the Maximum Legal Rate ("Excess"), the Borrower acknowledges and stipulates that any such charge shall be the result of an accidental and bona fide error, and such Excess shall be, first, applied to reduce the principal then unpaid hereunder; second, applied to reduce the remaining Obligations; and third, returned to the Borrower, it being the intention of the parties hereto not to enter at any time into a usurious or otherwise illegal relationship. The Borrower recognizes that, with fluctuations in the Applicable Interest Rate and the Maximum Legal Rate, such an unintentional result could inadvertently occur. By the execution of this Agreement, the Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii) the Borrower shall not seek or pursue any other remedy, legal or equitable, against Lender, based in whole or in part upon the charging or receiving of any interest in excess of the maximum authorized by applicable law. For the purpose of determining whether or not any Excess has been contracted for, charged or received by Lender, all interest at any time contracted for, charged or received by Lender in connection with this Agreement shall be amortized, prorated, allocated and spread in equal parts during the entire term of this Agreement.

The provisions of this Section 2A of this Schedule shall be deemed to be incorporated into every document or communication relating to the Obligations which sets forth or prescribes any account, right or claim or alleged account, right or claim of Lender with respect to the Borrower (or any other obligor in respect of Obligations), whether or not any provision of this Section 2A of this Schedule is referred to therein. All such documents and communications and all figures set forth therein shall, for the sole purpose of computing the extent of the liabilities and obligations of the Borrower (or other obligor) asserted by Lender thereunder, be automatically recomputed by any Borrower or obligor, and by any court considering the same, to give effect to the adjustments or credits required by this Section 2A of this Schedule.

If the applicable state or federal law is amended in the future to allow a greater rate of interest to be charged under this Agreement or any other Loan Documents than is presently allowed by applicable state or federal law, then the limitation of interest under this Section 2A of this Schedule shall be increased to the maximum rate of interest allowed by applicable state or federal law as amended, which increase shall be effective hereunder on the effective date of such amendment, and all interest charges owing to Lender by reason thereof shall be payable upon demand.

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**3. FEES**
(Section 1.4):

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| Loan Fee: | Borrower shall pay a Loan Fee of 100% of the Maximum Revolver Amount (i.e., $30,000.00), fully earned as of the date hereof and payable concurrently with the execution of this Agreement. |
| Collateral Monitoring Fees | AR Monitoring Fee. A monthly collateral monitoring fee equal to 1.25% of the Accounts submitted by Borrower on the Borrowing Base Certificates.<br><br>Inventory Monitoring Fee. A monthly collateral monitoring fee equal to 1.50% of the Inventory submitted by Borrower on the Borrowing Base Certificates, charged and payable in arrears on the last day of each month. |
| Misdirected Payment Fee. | Borrower shall pay a Misdirected Payment Fee of fifteen percent (15.00%) of the amount of any payment on any Account, which is received by Borrower and not delivered in kind to Lender on the next Business Day following the date of receipt by Borrower. This fee shall be due upon demand by Lender. |

| | |
|---|---|
| Missing Notation Fee. | Borrower shall pay the Missing Notation Fee of fifteen percent (15.00%) of the Account on any invoice delivered to an Account Debtor that does not contain the required notice set forth in Section 4.4 of the Agreement. |

**4. MATURITY DATE**
(Section 6.1):

As used herein, the term "Maturity Date" means the first anniversary of the Effective Date. Notwithstanding anything herein to the contrary, Lender may terminate the Agreement at any time by giving Borrower ninety (90) days prior written notice; provided that, upon an Event of Default, Lender may terminate this Agreement without notice to Borrower, effective immediately.

**5. FINANCIAL COVENANTS**
(Section 5.1):

Borrower shall comply with each of the following covenants, Compliance shall be determined as of the end of each fiscal quarter, except as otherwise specifically provided below:

**Debt Service**
**Coverage Ratio.**

As of the last day of each fiscal quarter, a ratio of Net Income plus depreciation and amortization expenses plus interest plus lease expenses (to the extent included in Debt Service), in each case for the four (4) consecutive fiscal quarters then-ended, to Debt Service and non-financed Capital Expenditures calculated for the four (4) consecutive fiscal quarters then-ended of at least 1.0 to 1.0.

**Capital Expenditures.**

Borrower shall not make Capital Expenditures exceeding $100,000.00, in the aggregate in any fiscal year, without the prior written consent of Lender.

**6. REPORTING.**
(Section 5.3):

Borrower shall provide Lender with the following:

(a) Borrowing Base Certificates and transaction reports, schedules of collections, schedules of inventory in a format acceptable to Lender, sales journal, credit memos, and summary accounts receivable agings aged by due date, each week and at the time of each Loan request, on Lender's standard form.

(b) Monthly detailed accounts receivable agings, aged by due date, within ten days after the end of each month.

(c) Monthly accounts payable agings, aged by invoice date, and outstanding or held check registers, if any, within ten days after the end of each month.

(d) Monthly reconciliations of accounts receivable agings (aged by due date), transaction reports, and general ledger, within ten days after the end of each month.

(e) Monthly perpetual inventory reports for the Inventory reconciled to the general ledger and valued on a first-in, first-out basis at the lower of cost or market (in accordance with GAAP) or such other inventory reports as are requested by Lender in its good faith business judgment, all within ten days after the end of each month.

(f) Monthly reports setting forth all delinquent Accounts and charge-offs, as soon as available, and in any event within ten days after the end of each month.

(g) Monthly unaudited financial statements, as soon as available, and in any event within 30 days after the end of each month.

(h) Annual operating budgets (including income statements, balance sheets and cash flow statements, by month) for the upcoming fiscal year of Borrower no later than 60 days prior to the end of each fiscal year of Borrower.

(i) Annual financial statements, as soon as available, and in any event within 120 days following the end of Borrower's fiscal year, reviewed by independent certified public accountants acceptable to Lender.

(j) Each of the financial statements in subsections (g) and (i) above shall be accompanied by Compliance Certificates, in such form as Lender shall reasonably specify, signed by the Chief Financial Officer of Borrower, certifying that as of the end of such period Borrower was in full compliance with all of the terms and conditions of this Agreement, if applicable, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Lender shall request in its good faith business judgment, including, without limitation, a statement that at the end of such period there were no held checks.

(k) Borrower's annual tax return within ten days after the date filed, but in no event later than nine months after Borrower's fiscal year-end.

(l) Evidence in form acceptable to Lender of payments of all foreign, federal, state and local taxes, assessments, deposits and contributions now or in the future owed by Borrower, monthly or as more often required by Lender.

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**7. BORROWER INFORMATION:**

Borrower represents and warrants that the information set forth in the Representations and Warranties of the Borrower received by Lender on or around November 27, 2013 (the "Representations") are true and correct as of the date hereof.

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**8. ADDITIONAL PROVISIONS**

**(a)** Subordination of Inside Debt. All present and future indebtedness of Borrower to its officers, directors, shareholders and Affiliates (collectively, "Inside Debt") shall, at all times, be subordinated to the Obligations pursuant to a subordination agreement on Lender's standard form. Borrower represents and warrants that there is no Inside Debt presently outstanding, except for the following:

| Indebtedness to: | Principal Amount |
|---|---|
| CD3 Holdings, Inc. | $3,017,000 |

Concurrently Borrower shall cause the above Persons to execute and deliver to Lender Subordination Agreement with respect to the foregoing debt on Lender's standard form. Prior to incurring any Inside Debt in the future, Borrower shall cause the person to whom such Inside Debt will be owed to execute and deliver to Lender a subordination agreement on Lender's standard form.

**(b) Copyrights, Patents, and Trademarks.**

(i) Borrower hereby represents and warrants that, as of the date of this Agreement, Borrower does not have any maskworks, computer software, or other copyrights, that are registered (or are the subject of any application for registration) with the United States Copyright Office. Borrower hereby covenants and agrees that Borrower will *NOT* register with the United States Copyright Office (or apply for such registration of) any of Borrower's maskworks, computer software, or other copyrights, unless Borrower has provided Lender not less than 30 days prior written notice of the commencement of such registration/application and Borrower has executed and delivered to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

(ii) Borrower will identify to Lender in writing any and all patents and trademarks of Borrower that are registered (or the subject of any application for registration) with the United States Patent and Trademark Office and, upon Lender's request therefor, promptly execute and deliver to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Patent and Trademark Office with respect to such registration or application.

(iii) Borrower will: (x) protect, defend and maintain the validity and enforceability of Borrower's copyrights, patents, and trademarks; (y) promptly advise Lender in writing of material infringements of Borrower's copyrights, patents, or trademarks of which Borrower is or becomes aware; and (z) not allow any material item of Borrower's copyrights, patents, or trademarks to be abandoned, forfeited or dedicated to the public without Lender's written consent.

**(c) Bailee Agreement.** Borrower hereby represents and warrants that, as of the date of execution and delivery of this Agreement, no goods of Borrower are in the possession of any warehouseman or other bailee (except as set forth in Section 3(d) of the Representations), and hereby covenants that Borrower promptly shall deliver written notice to Lender of any goods of Borrower being in the possession of any other warehouseman or other bailee. With respect to any goods or other Collateral of Borrower in the possession of any warehouseman or other bailee (including any set forth in Section 3(d) of the Representations), Borrower shall, promptly upon Lender's request therefor, use commercially reasonable efforts to deliver to Lender a bailee agreement (in form and substance satisfactory to Lender) duly executed by such warehouseman or other bailee. In the event that Lender requests such a bailee agreement and Borrower uses such efforts but does not succeed in delivering such a bailee agreement, Lender may (in its good faith business judgment) maintain a Reserve with respect to such warehouse or other bailee location. Additionally, Lender will establish a Reserve equal to three (3) months' worth of warehouse fees that are charged to Borrower.

**(d) Landlord Agreement.** With respect to any leased premises of Borrower, Borrower shall, promptly upon Lender's request therefor, deliver to Lender a landlord agreement (in form and substance satisfactory to Lender) duly executed by the lessor of such leased premises. Without limiting the generality of the foregoing, Lender has requested that Borrower deliver, on or before the date of this Agreement, such a landlord agreement duly executed by the applicable landlord with respect to Borrower's Address, and Lender may (in its good faith business judgment) maintain a Reserve with respect to Borrower's Address location in the event Lender does not receive such landlord agreement.

**(e)** **Control Agreements.** Upon request by Lender, as to any Deposit Accounts (including any lockbox or blocked account) and Investment Property (including securities accounts) maintained with any institution as of the date of this Agreement, Borrower shall cause such institution, concurrently herewith, to enter into a control agreement in form acceptable to Lender in its good faith business judgment in order to perfect Lender's first-priority security interest in such Deposit Accounts (including any lockbox or blocked account) and grant Lender "control" (within the meaning of Articles 8 and 9 of the Code) over such Investment Property (including securities accounts). From and after the date of this Agreement, Borrower shall not maintain any Deposit Accounts (including any lockbox or blocked account) or Investment Property (including securities accounts) with any bank, securities intermediary, or other institution unless Lender has received such a control agreement duly executed by such party in favor of Lender covering such Deposit Account (including any lockbox or blocked account) or Investment Property (including securities accounts), as the case may be.

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**9. CONDITIONS PRECEDENT**

In addition to the other conditions precedent set forth in this Agreement, the making of the initial Loan hereunder is subject to the following additional conditions:

**(a)** **Searches; Payoff Letter; UCC Terminations. Lender** shall have received lien searches listing all effective financing statements which name Borrower (or any predecessor entity, prior name, or tradename thereof or any seller of assets acquired by Borrower outside of the ordinary course of business) as debtor that are filed in the applicable filing offices with respect to Borrower, none of which financing statements shall cover any of the Collateral of Borrower, except **(1)** Lender's own financing statements and fixture filings (as the case may be) filed of record against Borrower, respectively, (2) financing statements perfecting Permitted Liens, (3) financing statements as to which Lender has received duly executed authorization by the applicable secured party to file executed termination statements or partial release statements in form and substance satisfactory to Lender, or (4) as otherwise agreed in writing by Lender,

**(b)** **Lockbox. Lender shall** have received the lockbox agreement or blocked account agreement (as the case may be) required under Section 4.4 of this Agreement, and the lockbox arrangements or blocked account arrangements (as the case may be) thereunder shall be in full force and effect.

**(c)** **Examination.** Lender shall have received pre-survey examination reports, with respect to the Collateral, satisfactory to Lender in its good faith business judgment.

**(d)** **General Conditions.** The following: (i) all documents relating to this Agreement have been executed and delivered, (ii) no Material Adverse Change and no Default or Event of Default has occurred and is continuing, and (iii) all other matters relating to the Loans have been completed to Lender's satisfaction.

**Borrower:**

**RONCO HOLDINGS, INC.**
**d/b/a RONCO, a Delaware corporation**

By: /s/ William Moore
William Moore, President

Date: 11 April 2014

**Lender:**

**INFUSION BRANDS, INC.,**
**a Nevada corporation**

By: /s/ Robert DeCecco
Robert DeCecco, Chief Executive Officer

Date: _____

EXHIBIT A

Exhibit C-2

RHI-INFUSION LOAN TERMINATION AGREEMENT

Dated as of February 17, 2017

This RHI-Infusion Loan Termination Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Ronco Holdings, Inc., a Delaware corporation, ("RHI") and Infusion Brands, Inc., a Nevada corporation ("Infusion"). Each of RHI and Infusion may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Infusion, RHI, RFL Enterprises, LLC, As Seen on TV, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Funding, LLC, Ronco Brands, Inc. and RNC Investors, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

Whereas, the Parties are the parties to the certain Loan and Security Agreement, dated on or about April 11, 2014, as attached to the Settlement Agreement as Exhibit C-1 (the "Loan Agreement"); and

Whereas, the Parties now desire to terminate the Loan Agreement;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Termination. Subject to Section 8, the Loan Agreement is terminated as of the Closing Date (as defined in the Settlement Agreement), and shall thereafter be of no further force or effect.

2. Waiver of Amounts Owed; Release. Subject to Section 8, the Parties acknowledge and agree that all amounts due and payable from either Party to the other Party pursuant to the Loan Agreement, to the extent such amounts may exist, are hereby waived effective as of the Closing Date, and shall be deemed paid in full as of the Closing Date, and neither Party shall have any additional obligations to the other pursuant to the Loan Agreement, except as otherwise set forth herein or in the Settlement Agreement. Effective as of the Closing Date, the Parties hereby release each other from any and all liabilities or obligations that may have arisen pursuant to the Loan Agreement prior to the Closing Date.

3. Security. Effective as of the effectiveness of this Agreement, Infusion releases any security interest that Infusion may have in the Collateral (as defined in the Loan Agreement), and agrees that RHI may execute such documents and undertake such actions in the name of Infusion as reasonably required to effect the same and, to the extent that RHI is not able to do so, Infusion agrees to execute such documents and perform such acts as reasonably required to effect the same.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies.

6. Amendment. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each of the Parties.

7. Further Assurances. Each Party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

8. Effectiveness. The Parties acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of Assignor or Assignee and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Infusion Brands, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

*[Signature page to RHI-Infusion Loan Termination Agreement]*

Exhibit D-1

PROMISSORY NOTE

U.S. $200,000 May 5, 2014

FOR VALUE RECEIVED, Ronco Holdings, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of As Seen On TV, Inc., or assigns (the "Holder"), the principal amount of Two Hundred Thousand Dollars ($200,000), together with interest on such principal amount under this note (this "Note") at the per annum rate of fourteen percent (14%) (calculated on a monthly basis by multiplying the average daily balance of the principal outstanding during the calendar month by the interest rate then in effect), which interest shall be payable on the last day of each calendar month in arrears and as to principal, on December 31, 2014, on which date (the "Maturity Date") all outstanding principal and accrued but unpaid interest shall be due and payable.

1. Payments. Amounts payable on this Note shall be paid in cash and shall be made by wire transfer of immediately available U.S. Dollars to such account of the Holder as the Holder shall designate in writing to the Company.

2. Subordination. All payments due under this Note shall be subordinated to the prior payment by the Company of all amounts that are borrowed by the Company, from time to time, from a bank or other lender and that are secured by the accounts receivable and the inventory, or other assets of the Company; provided, however, so long as the Company is not in default of its obligations to such bank or other lender with respect to such borrowings, the Company shall not be prohibited from paying the interest accruing under this Note. At the request of such bank or other institutional lender, the Holder shall execute and deliver to such bank or other institutional lender a subordination agreement in connection with the foregoing containing such terms and conditions as may be reasonably requested by such bank or other lender.

3. Prepayment. The Company may prepay this Note in whole or in part at any time without penalty upon not less than three (3) days' prior notice. Upon prepayment of this Note in part and upon written request by the Company, the Holder shall surrender this Note and the Company shall issue a substitute note of like tenor in the amount of the then unpaid principal amount. Upon payment of this Note in full, this Note shall be surrendered by the Holder and cancelled.

4. Withholding. If required by any Federal, state or local law, the Company shall withhold any required amounts from payments due to the Holder for payment to the appropriate taxing authority, provided that prior to any such withholding, the Company shall provide the Holder with notice that such withholding is required by law and provide the Holder with the opportunity to contest such claim prior to paying any amounts to any such authority. Notwithstanding the foregoing, the Company may make such payments in its sole and absolute discretion. Any amounts so withheld hereunder will be treated as a payment by the Company to the Holder.

5. Events of Default. The entire unpaid principal amount under this Note shall forthwith become and be due and payable if any one or more of the following events (herein called "Events of Default") shall have occurred and be continuing:

(i) the Company shall fail to pay any amounts owed hereunder when due and such default continues for a period of ten (10) days (referred to herein as the "grace Period");

(b) if the Company shall:

(i) admit in writing its inability to pay its debts generally as they become due;

(ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act;

(iii) make an assignment for the benefit of creditors; or

(iv) consent to the appointment of a receiver of the whole or any substantial part of its assets;

(c) if a court of competent jurisdiction shall enter an order, judgment, or decree appointing, without the consent of the Company, a receiver of the whole or any substantial part of Company's assets, and such order, judgment or decree shall not be vacated or set aside or stayed within 90 days from the date of entry thereof;

(d) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Company's assets and such custody or control shall not be terminated or stayed within 90 days from the date of assumption of such custody or control.

Failure by the Holder to take action with respect to any Event of Default shall not constitute a waiver of the right to take action in the event of any subsequent Event of Default

6. Remedies. In case any one or more of the Events of Default specified in Section 7 hereof shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights either by suit in equity and/or by action at law, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or the Holder may proceed to enforce the payment of all sums due upon this Note or to enforce any other legal or equitable right of the Holder.

7. Amendments and Waivers. Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Holder.

8. Assignability. This Note shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Holder and its successors and assigns.

9. Maximum Interest Rate. Regardless of any provision contained herein, Payee shall never be entitled to contract for, charge, take, reserve, receive, or apply, as interest on this note any amount in excess of the Highest Lawful Rate (as hereinafter defined). If Payee ever contracts for, charges, takes, reserves, receives, or applies as interest any such excess, it shall be deemed a partial prepayment of principal and treated hereunder as such; and, if the principal hereof is paid in full, any remaining excess shall promptly be paid to Maker. In determining whether interest paid or payable exceeds the Highest Lawful Rate, Maker and Payee shall, to the maximum extent permitted under applicable Law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "spread" the total amount of interest throughout the entire contemplated term hereof; provided that, if the principal hereof is paid in full prior to the end of the full contemplated term hereof, and if the interest received for the actual period of existence exceeds the Highest Lawful Rate, Payee shall refund the excess, and, in such event, Payee shall not be subject to any penalties provided by any Laws for contracting for, charging, taking, reserving, or receiving interest in excess of the Highest Lawful Rate. As used herein, the term "Highest Lawful Rate" means the maximum rate of interest (or, if the context requires, an amount calculated at such rate) which Payee is allowed to contract for, charge, take, reserve, or receive under applicable federal or state (whichever is higher) law from time to time in effect after biking into account, to the extent required by applicable federal or state (whichever is higher) law from time to time in effect, any and all relevant payments or charges under this note.

10. Notices.

(i) All notices, requests, consents and other communications hereunder will be in writing and will be mailed (a) if delivered from within the domestic United States, by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or (b) if delivered from outside the United States, by International Federal Express. All notices, requests, consents and other communications hereunder will be deemed given (i) if delivered by first-class registered or certified mail domestic, three business days after so mailed, (ii) if delivered by nationally recognized overnight carrier, one business day after so mailed and (iii) if delivered by International Federal Express, two business days after so mailed, and will be delivered and addressed (x) if to the registered Holder, to the address of such Holder as shown on the books of the Company, or (y) if to the Company, to the following address or to such other address as the Company may designate by notice to the Holder:

Ronco Holdings, Inc.
15505 Long Vista Drive
Austin, TX 78728
Attn: Ronald Hunt, Acting President
Fax No.: (512) 238-1136

(ii) Any party may give any notice, request, consent or other communication under this Note using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section.

11. Severability. The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

12. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY. Any action or proceeding brought for the purpose of enforcement of any term or provision of this Note shall be brought only in the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York and the parties hereto irrevocably submits to such jurisdiction, which shall be exclusive. The parties hereby waive any and all rights to trial by jury.

13. Waivers. The nonexercise by either party of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

14. Lost Documents. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of this Note.

15. Waiver. The Company and all others who may become liable for payment of the indebtedness evidenced by this Note do hereby waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, other than notices specifically required by this Note.

* * *

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Note as of the date first written above.

**RONCO HOLDINGS, INC.**

By: /s/ Ronald Hunt
Ronald Hunt, Acting President

**AGREED AND ACCEPTED BY HOLDER:**

**AS SEEN ON TV, INC.**

By: /s/ Robert DeCecco
Name: Robert DeCecco
Title: CEO

Exhibit D-2

RHI-ASTV NOTE TERMINATION AGREEMENT

This RHI-ASTV Note Termination Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Ronco Holdings, Inc., a Delaware corporation, ("RHI") and As Seen on TV, Inc., ("ASTV"). Each of RHI and ASTV may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between RHI, ASTV, Infusion Brands, Inc., RFL Enterprises, LLC, Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Funding, LLC, Ronco Brands, Inc. and RNC Investors, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

Whereas, the Parties are the parties to the certain Promissory Note, dated as of May 5, 2014, as attached to the Settlement Agreement as Exhibit D-1 (the "Note"); and

Whereas, the Parties now desire to terminate the Note;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Termination. Subject to Section 7, the Note is terminated as of the Closing Date (as defined in the Settlement Agreement, as defined below), and shall thereafter be of no further force or effect.

2. Waiver of Amounts Owed; Release. Subject to Section 7, the Parties acknowledge and agree that all amounts due and payable from either Party to the other Party pursuant to the Note, to the extent such amounts may exist, are waived effective as of the Closing Date, and shall be deemed paid in full as of the Closing Date, and neither Party shall have any additional obligations to the other pursuant to the Note, except as otherwise set forth herein or in the Settlement Agreement, pursuant to which this Agreement is being entered. Effective as of the Closing Date (i) the Parties release each other from any and all liabilities or obligations that may have arisen pursuant to the Note prior to the Closing Date and (ii) the security for the Note, as set forth in Section 2 of the Note, is hereby released.

3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies.

5. Amendment. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each of the Parties.

6. Further Assurances. Each Party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

7. Effectiveness. The Parties acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

*[Signature page to RHI-ASTV Note Termination Agreement]*

Exhibit E-1
RHI-RFL Note

AMENDED AND RESTATED
CONTINGENT PROMISSORY NOTE

U.S. $3,770,000

Issued on: January 14, 2011
Amended and Restated on: December 5, 2013

FOR VALUE RECEIVED, Ronco Holdings, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of LV Administrative Services, Inc., as collateral assignee and endorsee of Ronco Acquisition, LLC, or its registered assigns (the "Holder"), an amount equal to $3,770,000.

1. Payments. All amounts payable hereunder shall be payable on the earlier to occur of (i) December [5], 2017 and (ii) the three year anniversary of the purchase by any third party approved by the Company from Holder of the entirety of the $11,700,000 Note (as hereafter defined), subject to acceleration upon the occurrence of an Event of Default (as hereafter defined). Amounts payable on this Note shall be made by wire transfer of immediately available U.S. Dollars to such account of the Holder as the Holder shall designate in writing to the Company not less than two (2) business days prior to any payment date. All payments to be made by the Company under this Note shall be made without set-off, recoupment, counterclaim or deduction of any kind. For purposes hereof, the defined term "$11,700,000 Note" shall mean that certain secured promissory note issued by the Company to Holder, as collateral assignee of Ronco Acquisition, LLC, on or about January 14, 2011 in the stated principal amount of $11,000,000, as amended and restated on September 30, 2011 and restated in the principal amount of $11,700,000, as amended and restated, further amended, restated or otherwise modified from time to time.

2. Security. The obligations of the Company under this Note are secured by the liens and security interests granted by CD3 Holdings, Inc. ("Pledgor") to Holder under the Stock Pledge Agreement dated as of December [5], 2013 by and between Pledgor and Holder (as amended, modified and supplemented from time to time, the "Pledge Agreement").

3. Interest. No interest is payable on this Note.

4. Events of Default. The occurrence of any of the following events set forth in this Section 4 shall constitute an event of default ("Event of Default") under this Note.

(a) The Company fails to pay when due any amount under this Note when due, and, in any such case, such failure shall continue for a period of three (3) business days following the date upon which any such payment was due;

(b) The Company shall default M. the performance of any of its obligations under this Note and such default shall not be cured during the cure period applicable thereto;

(c) The Company and/or the Pledgor, as applicable, shall (i) apply for, consent to, or suffer to exist the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or other fiduciary of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of creditors, (iii) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (iv) be adjudicated a bankrupt or insolvent, (v) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vi) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing; or

(d) An Event of Default shall occur and be continuing under the Pledge Agreement.

Failure by the Holder hereof to take action with respect to any Event of Default shall not constitute a waiver of the right to take action in the event of any subsequent Event of Default.

5. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Holder may declare all or any portion of the amounts owing to be immediately due and payable; without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Company and/or exercise all rights and remedies available to it under this Note or applicable law; provided, however, that upon the occurrence of any event specified in Section 4(c), this Note shall automatically become due and payable without further act of the Holder.

6. Amendments and Waivers. Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Holder.

7. Assignability. No transfer or other disposition of this Note by the Company, whether voluntary or involuntary, shall be valid unless such transfer or disposition is approved in writing by the Holder, which approval may be granted or withheld at the Holder's sole discretion. This Note shall be binding upon the Company and its successors and assigns. The Holder may transfer or assign all or a portion of this Note to any of its affiliates or any other person or entity reasonably acceptable to the Company.

8. Notices. All notices, requests, consents, and other communications under this Note shall be in writing and shall be deemed delivered (i) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent via a reputable nationwide overnight courier service with next business day delivery, in each case to the intended recipient as set forth below:

If to the Company:

Ronco Holdings, Inc.
15505 Long Vista Drive, Suite 250
Austin Texas, 78728
Attn: Bill Moore, President
Facsimile: (512) 238-1136

With copies to:

Eaton & Van Winkle LLP
3 Park Avenue, 16th Floor
New York, New York 10016
Attention: Joseph L. Cannella
Facsimile: (212) 779-9928

If to the Holder:

230 Park Avenue, Suite 1152
New York, New York 10169
Attention: Marc Whelan
Facsimile: (212) 541-4410

With copies to:

Thomas Law Group, P.C.
1001 Avenue of the Americas, 11th Floor
New York, New York 19918
Attention: Christian Thomas
Facsimile: (212) 790-9062

or such address the Holder may designate by notice in writing to the Company.

Any party may give any notice, request, consent or other communication under this Note using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section.

9. Conflicting Agreements. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

10. Severability. The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

11. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

12. Waivers. The non-exercise by either party of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

13. Lost Documents. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of this Note.

14. Collection Costs. Upon an Event of Default, the Company shall pay all costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Holder as a result of such Event of Default.

15. Waiver. The Company and all others who may become liable for payment of the indebtedness evidenced by this Note do hereby waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, other than notices specifically required by this Note.

16. Amendment and Restatement. This Note amends and restates in its entirety and is given in substitution for but not in satisfaction of that certain $10,000,000 Contingent Promissory Note issued as of January 14, 2011, executed by the Company in favor of Ronco Acquisition, LLC and endorsed by and collaterally assigned by Ronco Acquisition, LLC to the Holder (the "Original Note"). This Note does not effect a refinancing of all or any portion of the obligations heretofore evidenced by the Original Note, it being the intention of the Company and the Holder to avoid effectuating a novation of such obligations.

17. Non-Recourse. Notwithstanding anything to the contrary contained in this Note, the Holder will look solely to the collateral pledged to Holder under the Pledge Agreement (the "Pledged Collateral") and not to the property or assets of the Company in connection with the Holder's enforcement of its rights and remedies under this Note; provided, however, that the foregoing shall not (i) constitute a waiver of any obligation evidenced by this Note, (ii) limit the right of the Holder to name the Company as a party defendant in any action or proceeding hereunder, (iii) affect in any way the legality, validity, binding effect or enforceability of the Pledge Agreement, (iv) release or impair this Note or (v) prevent or in any way hinder the Holder from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of any other remedy against the Pledged Collateral. THE FOREGOING NON-RECOURSE EXCLUSION DOES NOT APPLY TO THE COMPANY IN THE EVENT OF FRAUD BY THE COMPANY, IT BEING. UNDERSTOOD AND AGREED THAT THE HOLDER SHALL HAVE FULL AND COMPLETE RECOURSE AGAINST THE COMPANY IN SUCH EVENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Note as of the date first written above.

**RONCO HOLDINGS, INC.**

By: /s/ W. Moore
Name: W. Moore
Title: President

SIGNATURE PAGE TO
AMENDED AND RESTATED
CONTINGENT PROMISSORY NOTE

Exhibit E-2

RHI-RFL NOTE TERMINATION AGREEMENT

Dated as of February 17, 2017

This RHI-RFL Note Termination Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Ronco Holdings, Inc., a Delaware corporation, ("RHI") and RFL Enterprises, LLC, a Delaware limited liability company ("RFL"). Each of RHI and RFL may be referred to herein as a "Party" and collectively as the "Parties".

Whereas, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between RHI, RFL, As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Funding, LLC, Ronco Brands, Inc. and RNC Investors, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

Whereas, the Parties are the current parties to the certain Promissory Note, dated as of dated as of January 14, 2011, as amended and restated on December 5, 2013, as attached to the Settlement Agreement as Exhibit E-1 (the "Note"), which RFL acquired from Ronco Acquisition, LLC; and

Whereas, the Parties now desire to terminate the Note;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Termination. Subject to Section 7, the Note is terminated as of the Closing Date (as defined in the Settlement Agreement), and shall thereafter be of no further force or effect.

2. Waiver of Amounts Owed; Release. Subject to Section 7, the Parties acknowledge and agree that all amounts due and payable from either Party to the other Party pursuant to the Note, to the extent such amounts may exist, are waived effective as of the Closing Date, and shall be deemed paid in full as of the Closing Date, and neither Party shall have any additional obligations to the other pursuant to the Note, except as otherwise set forth herein or in the Settlement Agreement, pursuant to which this Agreement is being entered. Effective as of the Closing Date (i) the Parties release each other from any and all liabilities or obligations that may have arisen pursuant to the Note prior to the Closing Date and (ii) the security for the Note, as set forth in Section 2 of the Note, is hereby released.

3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies.

5. Amendment. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each of the Parties.

6. Further Assurances. Each Party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

7. Effectiveness. The Parties acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

*[Signature page to RHI -RFL Note Termination Agreement]*

Exhibit F

REPAYMENT AGREEMENT

Dated as of February 17, 2017

This Repayment Agreement, dated as of the date first set forth above (as amended, restated or modified from time to time, this "Agreement"), and is entered into by and between Ronco Brands, Inc., a Delaware corporation ("Guarantor"), Ronco Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of Guarantor ("Borrower"), and RNC Investors, LLC (the "Lender"). Each of Guarantor, Borrower and Lender may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Guarantor, Borrower, Lender, RFL Enterprises, LLC, As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc. and Ronco Funding, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

WHEREAS, Borrower is the borrower pursuant to that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and Borrower as borrower, which was acquired from Ronco Acquisition by RFL Enterprises, LLC ("RFL") and which RFL has subsequently assigned to Lender, as attached to the Settlement Agreement as Exhibit B-1 (the "Laurus Note"), pursuant to which, following the Closing (as defined in the Settlement Agreement) pursuant to the Settlement Agreement, Lender shall be the lender/payee thereunder;

WHEREAS, Borrower is also indebted to Lender pursuant to an additional loan, which has a currently outstanding and payable amount of $1,500,000 and which is evidenced by the Loan Agreement by and between the Lender and Borrower dated as of February 17, 2017 (the "Loan Agreement") and the promissory note as attached to the Loan Agreement as Exhibit A (the "2nd Note", and, together with the Laurus Note, collectively the "Notes" and each a "Note," with such loan evidenced by the 2nd Note being referenced herein as the "Loan");

WHEREAS, Guarantor has guaranteed certain obligations of Borrower to Lender under the Notes and the Loan pursuant to that certain Guaranty Agreement by and between Guarantor and Lender, dated as of the date hereof (the "Guaranty Agreement"); and

WHEREAS, the Parties hereto now wish to set forth certain agreements between them related to the Notes and the repayment thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby do agree as follows:

1. Debt. The Parties acknowledge and agree that the outstanding amount under the Laurus Note as of December 31, 2016 totals $12,323,072.32, and the current outstanding amount under the 2nd Note as of December 31, 2016 totals $1,500,000.00, resulting in a total amount owned by Borrower (and Guarantor pursuant to the Guaranty Agreement), of $13,823,072.32 (collectively, the "Current Debt").

2. Repayment. Notwithstanding the amount of the Current Debt and the repayment terms thereof as set forth in the Notes, and further notwithstanding any contrary provisions of the Notes, the Parties acknowledge and agree that the repayment of the Notes shall be limited to, and shall be made, as follows:

(a) In the event that either Borrower or Guarantor undertake one or more sales or issuances of either of their securities following the Effective Date (each, an "Issuance"), following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees (the forgoing expected to total $3,400,000), the first $4,000,000 received by either of Borrower or Guarantor from such Issuances shall be paid to Lender as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016).

(b) Borrower and Guarantor shall thereafter be entitled to retain the next $5,000,000 received by Borrower or Guarantor from any Issuances, to be used by Borrower and Guarantor for working capital and general corporate purposes.

(c) Borrower and Guarantor shall thereafter pay to Lender the next $2,500,000.00 as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016).

(d) Borrower and Guarantor shall thereafter be entitled to retain the remaining proceeds received by Borrower or Guarantor from any Issuances, to be used by Borrower and Guarantor for working capital and general corporate purposes.

(e) For the avoidance of doubt, the Parties acknowledge and agree that any amounts outstanding under the Notes at any time shall continue to accrue interest at the rate stated in the Notes, until such amounts are fully paid.

3. Conflict.

(a) To the extent that the provisions of Section 2 conflict with the terms of the Laurus Note, the Laurus Note shall be deemed amended to provide as set forth in Section 2, and the terms and conditions of the repayment of the Laurus Note shall be controlled by such Section 2 following the date hereof. Other than as amended or deemed amended herein, the Laurus Note shall remain in full force and effect.

(b) Upon fulfillment by Borrower or Guarantor of the repayment obligations as set forth in Section 2, the Laurus Note and the Loan and the 2nd Note shall be deemed paid in full, and shall be of no further force or effect.

4. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Lender:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

If to Guarantor or Borrower:

Ronco Brands, Inc.
Attn: Bill Moore
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719
Email: bill@ronco.com

5. Governing Law. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

7. Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

8. Entire Agreement. This Agreement, the Laurus Note and the Guaranty Agreement set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

9. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all of the Parties wherein specific reference is made to this Agreement.

10. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

11. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

12. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

13. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

14. Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

15. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

16. Effectiveness. The Parties hereto acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date (as defined in the Settlement Agreement). Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

*[Signature page to Repayment Agreement]*

Exhibit G

GUARANTY AGREEMENT

Dated as of February 17, 2017

This Guaranty Agreement, dated as of the date first set forth above (as amended, restated or modified from time to time, the "Guaranty"), and is made by Ronco Brands, Inc., a Delaware corporation (the "Guarantor"), in favor of RNC Investors, LLC (the "Lender"). Each of Guarantor and Lender may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Guarantor, Lender, Ronco Holdings, Inc., RFL Enterprises, LLC, As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc. and Ronco Funding, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

WHEREAS, pursuant to that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and Ronco Holdings, Inc., a wholly owned subsidiary of Guarantor ("Borrower") as borrower, which was acquired from Ronco Acquisition by RFL Enterprises, LLC ("RFL") and which RFL has subsequently assigned to Lender, as attached to the Settlement Agreement as Exhibit B-1 (the "Laurus Note"), Borrower owes to Lender, as of December 31, 2016, the sum of $12,323,072.32 (the "Note Amount");

WHEREAS, Borrower is also indebted to Lender pursuant to an additional loan, which has a currently outstanding and payable amount of $1,500,000 and which is evidenced by the Loan Agreement by and between the Lender and Borrower dated as of February 17, 2017 (the "Loan Agreement") and the promissory note as attached to the Loan Agreement as Exhibit A (the "2nd Note", and, together with the Laurus Note, collectively the "Notes" and each a "Note," with such loan evidenced by the 2nd Note being referenced herein as the "Loan" and, together with the Note Amount, the obligations of Borrower under the 2nd Note and the obligations of Borrower and Guarantor under the Repayment Agreement, the "Obligations");

WHEREAS, in order to induce Lender to continue to hold the Notes and the Loan, Guarantor, Lender and Borrower have entered into that certain Repayment Agreement, dated as of the date hereof (the "Repayment Agreement"), which Repayment Agreement contemplates the entering into of this Guaranty;

WHEREAS, in order to induce Lender to continue to hold the Notes and the Loan, Guarantor has agreed to execute and deliver this Guaranty to Lender, for the benefit of Lender, as security for the Obligations; and

WHEREAS, Guarantor is the sole shareholder of the Borrower and will significantly benefit from the Borrower continuing to have the benefits under the Notes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties each intending to be legally bound, hereby do agree as follows:

1. OBLIGATIONS GUARANTEED; LIMITATION

Subject to the limitation below, Guarantor hereby guarantees and becomes surety to Lender for the full, prompt and unconditional payment of the Obligations, when and as the same shall become due, whether at the stated maturity date, by acceleration or otherwise, and the full, prompt and unconditional performance of each term and condition to be performed by Borrower under the Notes and the Repayment Agreement. This Guaranty is a primary obligation of the Guarantor and shall be a continuing inexhaustible Guaranty. This is a guaranty of payment and not of collection. Lender may require Guarantor to pay and perform their liabilities and obligations under this Guaranty and may proceed immediately against the Guarantor without being required to bring any proceeding or take any action against Borrower or any other individual, company, body corporate, association, partnership, limited liability company, firm, joint venture, trust and governmental agency (each a "Person") prior thereto; the liability of Guarantor hereunder being independent of and separate from the liability of Borrower, any other guarantor, any other Person, and the availability of other collateral security for the Notes or the Loan or the Repayment Agreement. Notwithstanding the forgoing or anything to the contrary herein, Guarantor shall not be obligated to pay to Lender or any other Person a total amount in excess of $13,823,072.32, plus interest at the rate specified in the Laurus Note or the 2nd Note, as applicable, through the date of repayment pursuant to this Guaranty.

2. DEFINITIONS

All capitalized terms used in this Guaranty that are defined in the Laurus Note shall have the meanings assigned to them in the Laurus Note, unless the context of this Guaranty requires otherwise.

3. REPRESENTATIONS AND WARRANTIES. The Guarantor represents and warrants to Lender as follows:

3.1. Organization, Powers. The Guarantor is duly incorporated and validly exists and is in good standing under the laws of the State of Delaware. The Guarantor has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated and has the power and authority to execute, deliver and perform and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Guaranty.

3.2. Execution of Guaranty. This Guaranty has been duly executed and delivered by the Guarantor. The execution, delivery and performance of this Guaranty will not: (i) violate any provision of any law, rule or regulation, any judgment, order, writ, decree or other instrument of any governmental authority, or any provision of any contract or other instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound; (ii) result in the creation or imposition of any lien, claim or other encumbrance of any nature or kind, other than the liens created by the Notes or the Loan or this Guaranty, or (iii) require any consent from, exemption of, or filing or registration with, any governmental authority or any other Person.

3.3. Obligations of Guarantor. This Guaranty is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by equitable principles which may affect the availability of specific performance and other equitable remedies. This Guaranty was entered into by Guarantor for commercial purposes.

4. NO LIMITATION OF LIABILITY

4.1. Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Lender may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness of this Guaranty: (i) change the manner, place or terms of payment of (including, without limitation, any increase or decrease in the principal amount of the Obligations or the interest rate), and/or change or extend the time for payment of, or renew, supplement or modify, any of the Obligations, any security therefor, and the Guaranty herein made shall apply to the Obligations as so changed, extended, renewed, supplemented or modified; (ii) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order, any property securing the Obligations; (iii) supplement, modify, amend or waive, or enter into or give any agreement, approval, waiver or consent with respect to, any of the Obligations, or any part thereof, or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iv) exercise or refrain from exercising any rights against Borrower or other Persons (including Guarantor) or against any security for the Obligations; (v) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Obligations, or any part thereof; (vi) accept partial payments on the Obligations; (vii) receive and hold additional security or guaranties for the Obligations, or any part thereof; (viii) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Lender, in its sole and absolute discretion, may determine; (ix) add, release, settle, modify or discharge the obligation of any maker, endorser, guarantor, surety, obligor or any other Person who is in any way obligated for any of the Obligations, or any part thereof; (x) settle or compromise any Obligation and, whether voluntarily or involuntarily, dispose of any security therefor (with or without consideration and in whatever manner Lender deems appropriate), and subordinate the payment of any of the Obligations, whether or not due, to the payment of liabilities owing to creditors of Borrower other than Lender and Guarantor; (xi) consent to the merger, change or any other restructuring or termination of the corporate existence of Borrower or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations; (xii) apply any sums it receives, by whomever paid or however realized, to any of the Obligations and/or (xiii) take any other action which might constitute a defense available to, or a discharge of, Borrower or any other Person (including Guarantor) in respect of the Obligations.

4.2. The invalidity, irregularity or unenforceability of all or any part of the Obligations or the Notes or the Loan, or the impairment or loss of any security therefor, whether caused by any action or inaction of Lender, or otherwise, shall not affect, impair or be a defense to any of the Guarantor's obligations under this Guaranty.

4.3. Guarantor expressly waives, to the fullest extent permitted by applicable law, any and all defenses which Guarantor shall or may have as of the date hereof arising or asserted by reason of: (i) any disability or other defense of Borrower, or any other guarantor for the Obligations, with respect to the Obligations; (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Borrower, or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations (other than contingent indemnification obligations)); (iv) any failure of Lender to marshal assets in favor of Borrower or any other Person; (v) any failure of Lender to give notice of sale or other disposition of Collateral to Borrower or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral; (vi) any failure of Lender to comply with applicable laws in connection with the sale or other disposition of any Collateral or other security for any Obligations, including, without limitation, any failure of Lender to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Obligations; (vii) any act or omission of Lender or others that directly or indirectly results in or aids the discharge or release of Borrower or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of law or otherwise; (viii) any law which provides that the obligation of a surety or guarantor must neither be larger in amount or in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Lender to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Lender, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of Collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Lender for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Lender that is authorized by this Section or any other provision of the Notes. Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

4.4. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until such date (the "Termination Date") as all Obligations owing by the Borrower to Lender shall have been indefeasibly paid in full and for cash and all obligations of Borrower with respect to any of the Obligations shall have terminated or expired (other than contingent indemnification obligations).

5. LIMITATION ON SUBROGATION

Until the Termination Date, Guarantor waives any present or future right to which Guarantor is or may become entitled to be subrogated to Lender's rights against Borrower or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of Lender against Borrower or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises under contract, in equity, by statute, under common law or otherwise. If, notwithstanding such waiver, any funds or property shall be paid or transferred to Guarantor on account of such subrogation, contribution, reimbursement, or indemnification at any time when all of the Obligations have not been paid in full, the Guarantor shall hold such funds or property in trust for Lender and shall forthwith pay over to Lender such funds and/or property to be applied by Lender to the Obligations.

6. EVENTS OF DEFAULT

Each of the following shall constitute a default (each, an "Event of Default") hereunder:

6.1. The occurrence of any default under either Note;

6.2. A breach by Guarantor or Borrower of any term, covenant, condition, obligation or agreement under this Guaranty or the Repayment Agreement; and

6.3. Any representation or warranty made by Guarantor in this Guaranty shall prove to be false, incorrect or misleading in any material respect as of the date when made.

7. REMEDIES.

7.1. Upon the occurrence of an Event of Default, all liabilities and obligations of Guarantor hereunder shall become immediately due and payable without demand or notice and, in addition to any other remedies provided by law or in equity, Lender may:

7.1.1. Enforce the obligations of Guarantor under this Guaranty.

7.1.2. To the extent not prohibited by and in addition to any other remedy provided by law or equity, setoff against any of the Obligations any sum owed by Lender in any capacity to Guarantor whether due or not.

7.1.3. Perform any covenant or agreement of Guarantor in default hereunder (but without obligation to do so) and in that regard pay such money as may be required or as Lender may reasonably deem expedient. Any costs, expenses or fees, including reasonable attorneys' fees and costs, incurred by Lender in connection with the foregoing shall be included in the Obligations guaranteed hereby, and shall be due and payable on demand, together with interest at the highest non-usurious rate permitted by applicable law, such interest to be calculated from the date of such advance to the date of repayment thereof. Any such action by Lender shall not be deemed to be a waiver or release of Guarantor hereunder and shall be without prejudice to any other right or remedy of Lender.

7.2. Settlement of any claim by Lender against Borrower and whether voluntary or involuntary, shall not reduce the amount due under the terms of this Guaranty, except to the extent of the amount actually paid by Borrower or any other obligated Person and legally retained by Lender in connection with the settlement (unless otherwise provided for herein).

8. MISCELLANEOUS.

8.1. Disclosure of Financial Information. Lender is hereby authorized to disclose any financial or other information about Guarantor to any governmental authority having jurisdiction over Lender or to any present, future or prospective participant or successor in interest in the Notes or the Loan. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Guarantor.

8.2. Remedies Cumulative. The rights and remedies of Lender, as provided herein and in the Notes, shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Lender at law or in equity. The failure, at any one or more times, of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Lender shall have the right to take any action it deems appropriate without the necessity of resorting to any Collateral securing this Guaranty.

8.3. Integration. This Guaranty, the Repayment Agreement and the Notes constitute the sole agreement of the Parties with respect to the transactions contemplated hereby and thereby and supersede all oral negotiations and prior writings with respect thereto.

8.4. Attorneys' Fees and Expenses. If Lender retains the services of counsel by reason of a claim of an Event of Default hereunder or under either of the Notes, or on account of any matter involving this Guaranty, or for examination of matters subject to Lender's approval under the applicable Note, all costs of suit and all reasonable attorneys' fees and such other reasonable expenses so incurred by Lender shall forthwith, on demand, become due and payable and shall be guaranteed hereby. Except as expressly provided herein, all costs and expenses incurred in connection with this Guaranty and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

8.5. No Implied Waiver. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

8.6. Waiver. Except as otherwise provided herein or in the applicable Note, Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations and waives notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest or dishonor, and all other notices to which the Guarantor might otherwise be entitled or which might be required by law to be given by Lender. Guarantor waives the right to any stay of execution and the benefit of all exemption laws, to the extent permitted by law, and any other protection granted by law to guarantors, now or hereafter in effect with respect to any action or proceeding brought by Lender against it. Guarantor irrevocably waives all claims of waiver, release, surrender, alteration or compromise and the right to assert against Lender any defenses, set-offs, counterclaims, or claims that the Guarantor may have at any time against Borrower or any other party liable to Lender.

8.7. No Third Party Beneficiary. Except as otherwise provided herein, Guarantor and Lender do not intend the benefits of this Guaranty to inure to any third party and no third party (including Borrower) shall have any status, right or entitlement under this Guaranty.

8.8. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Guaranty shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

8.9. Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Guaranty shall bind, and the benefits thereof shall inure to, the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that this Guaranty cannot be assigned by Guarantor without the prior written consent of Lender, and any such assignment or attempted assignment by the Guarantor shall be void and of no effect with respect to the Lender.

8.10. Modifications. This Guaranty may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

8.11. Headings. The headings contained in this Guaranty are intended solely for convenience and shall not affect the rights of the Parties to this Guaranty.

8.12. Sales or Participations. Lender may from time to time sell or assign either Note and/or the Loan, in whole or in part, or grant participations in either Note and/or the obligations evidenced thereby without the consent of Borrower or Guarantor (other than as provided in the Notes). The holder of any such sale, assignment or participation, if the applicable agreement between Lender and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Lender (to the extent of such holder's interest or participation); and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Guarantor (to the extent of such holder's interest or participation), in each case as fully as though Guarantor was directly indebted to such holder. Lender may in its discretion give notice to Guarantor of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Lender's or such holder's rights hereunder.

8.13. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Guaranty shall be deemed to be given if given in writing (including email with return receipt requested and received) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Lender:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

If to Guarantor:

Ronco Brands, Inc.
Attn: Bill Moore
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719
Email: bill@ronco.com

8.14. Governing Law. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

8.15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.15.

8.16. Continuing Enforcement. If, after receipt of any payment of all or any part of the Obligations, Lender is compelled or reasonably agrees, for settlement purposes, to surrender such payment to any Person for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Guaranty shall continue in full force and effect or be reinstated, as the case may be, and Guarantor shall be liable for, and shall indemnify, defend and hold harmless Lender with respect to the full amount so surrendered. The provisions of this Section shall survive the termination of this Guaranty and shall remain effective notwithstanding the payment of the Obligations, the cancellation of either Note or the Loan or any other action which Lender may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the Obligations having become final and irrevocable.

8.17. Counterparts. This Guaranty may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Guaranty.

8.18. Effectiveness. The Parties hereto acknowledge and agree that this Guaranty is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Guaranty shall become automatically effective, without any further action of the Parties, on the Closing Date (as defined in the Settlement Agreement). Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Guaranty shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed this Guaranty as of the day and year first above written.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

*[Signature page to Guaranty Agreement]*

Exhibit H

STOCK REDEMPTION AGREEMENT

Dated as of February 17, 2017

This Stock Redemption Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Ronco Holdings, Inc., a Delaware corporation (the "Company"), and Ronco Brands, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("RBI" and collectively with the Company, referred to as the "Parties" and each individually as a "Party").

RECITALS

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between the Company, RBI, RFL Enterprises, LLC As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Funding, LLC and RNC Investors, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

WHEREAS; RBI is the owner of 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of the Company (the "Shares");

WHEREAS, pursuant to the terms and conditions of this Agreement RBI desires to sell, and the Company desires to purchase, all of the RBI's rights, title, and interest in and to the Shares as further described herein; and

WHEREAS, in connection with the redemption of the Shares, the Parties shall undertake such further actions as set forth herein.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in the Settlement Agreement), RBI shall sell, assign, transfer, convey, and deliver to the Company, and the Company shall accept and purchase, the Shares and any and all rights in the Shares to which RBI is entitled, and by doing so, RBI shall be deemed to have assigned all of RBI's rights, titles and interest in and to the Shares to the Company.

2. Consideration. The total consideration for the purchase and sale of the Shares is $0.01, which the Company shall deliver to the Seller at the Closing. Each Party agrees that such consideration is legally and actually sufficient for purposes of the acquisition of the Shares by the Company.

3. Closing; Deliveries. The purchase and sale of the Shares (the "Closing") shall be held on the Closing Date. At the Closing, RBI shall deliver to the Company any stock certificates evidencing the Shares, duly endorsed in blank, that are in RBI's possession, and a duly executed stock power in the form as attached hereto as Exhibit A.

4. Further Assurances. Each of the Parties shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.

5. Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision.

6. Entire Agreement; Severability. This Agreement and the exhibits attached hereto sets forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

7. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.

8. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

9. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

10. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

11. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

12. Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

13. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

14. Effectiveness. The Parties acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Remainder of page intentionally left blank – Signature pages follow]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first set forth above.

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit A

STOCK POWER

Ronco Brands, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Ronco Brands, Inc. ("Seller") hereby assigns, transfers, and conveys to Ronco Holdings, Inc. (the "Company"), all of Seller's right, title, and interest in and to of 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of the Company, and hereby irrevocably appoints William M. Moore, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

Seller:

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit 6.5

ASTV-Ronco Brands ASSIGNMENT OF COMMON SHARES

Dated as of February 17, 2017

This ASTV-Ronco Brands Assignment of Common Shares (the "Assignment"), dated as of the date first set forth above, is from As Seen on TV, Inc., a Florida corporation (the "Assignor") to Ronco Brands, Inc. ("Assignee").

NOW, THEREFORE, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Assignor, Assignee, Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Holdings, Inc., RFL Enterprises, LLC and Ronco Funding, LLC, and RNC Investors, LLC (the "Settlement Agreement"), and in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto hereby agree as follows. Capitalized terms used but not defined herein have the meaning given them in the Settlement Agreement.

1. Effective as of the Closing Date (as defined in the Settlement Agreement), Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings, Inc., a Delaware corporation (the "Shares"), free and clear of all liens, mortgages, pledges, options, claims, security interests, conditional sales contracts, title defects, encumbrances, charges and other restrictions of every kind (collectively, the "Liens"). In connection therewith, Assignor has executed and delivered the stock power as attached hereto as Exhibit A. Such sale, transfer, conveyance and assignment shall be effective on the Closing Date.

2. Assignor covenants and agrees that in the event that (i) the Shares or other rights covered in this Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) the Shares or rights are non-assignable by their nature and will not pass by this Assignment, the beneficial interest in and to the same will in any event pass to Assignee, as the case may be; and the Assignor covenants and agrees (in each case without any obligation on the part of the Assignor to incur any out-of-pocket expenses) (a) to hold, and hereby declares that it holds, such property, Shares or rights in trust for, and for the benefit of, Assignee, (b) to cooperate with Assignee in Assignee's efforts to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Shares or rights, (c) to cooperate with Assignee in any reasonable interim arrangement to secure for Assignee the practical benefits of such Shares pending the receipt of the necessary consent or approval, and (d) to make or complete such transfer or transfers as soon as reasonably possible.

3. Assignor further agrees that it will at any time and from time to time, at its sole cost, at the request of Assignee, execute and deliver to Assignee any and all other and further instruments and perform any and all further acts reasonably necessary to vest in Assignee the right, title and interest in or to any of the Shares which this instrument purports to transfer to Assignee.

4. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to Assignee and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

5. This Assignment is being delivered in connection with the Closing under the Settlement Agreement and is made subject to the provisions of the Settlement Agreement. In the event of any conflict or inconsistency between this Assignment and the Settlement Agreement, the Settlement Agreement shall be the controlling document.

6. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to Assignor, Assignee or both, as applicable.

7. Assignor and Assignee acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of Assignor or Assignee, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of Assignor or Assignee and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first set forth above.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

*[Signature page to ASTV-Ronco Brands Assignment of Common Shares Agreement]*

Exhibit A
Stock Power

IRREVOCABLE STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, As Seen on TV, Inc. ("Assignor") hereby assigns, transfers, and conveys to Ronco Brands, Inc., all of Assignor's right, title, and interest in and to 800 shares of common stock, par value $0.0001 per share, of Ronco Holdings, Inc., a Delaware corporation ("RHI") and hereby irrevocably appoints William M. Moore as Assignor's attorney-in-fact to transfer said shares on the books of RHI, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

As Seen on TV, Inc.

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Chief Executive Officer

Exhibit 6.6

RFL-Ronco Brands ASSIGNMENT OF PREFERRED SHARES

Dated as of February 17, 2017

This RFL-Ronco Brands Assignment of Preferred Shares (the "Assignment"), dated as of the date first set forth above, is from As Seen on TV, Inc., a Florida corporation (the "Assignor") to Ronco Brands, Inc. ("Assignee").

NOW, THEREFORE, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between Assignor, Assignee, Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Holdings, Inc., As Seen on TV, Inc. and Ronco Funding, LLC (each individually a "Credit Party" and, collectively, the "Credit Parties"), and RNC Investors, LLC (the "Settlement Agreement"), and in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto hereby agree as follows. Capitalized terms used but not defined herein have the meaning given them in the Settlement Agreement.

1. Effective as of the Closing Date (as defined in the Settlement Agreement), Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings, Inc., a Delaware corporation (the "Shares"), free and clear of all liens, mortgages, pledges, options, claims, security interests, conditional sales contracts, title defects, encumbrances, charges and other restrictions of every kind (collectively, the "Liens"). In connection therewith, Assignor has executed and delivered the stock power as attached hereto as Exhibit A. Such sale, transfer, conveyance and assignment shall be effective on the Closing Date.

2. Assignor covenants and agrees that in the event that (i) the Shares or other rights covered in this Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) the Shares or rights are non-assignable by their nature and will not pass by this Assignment, the beneficial interest in and to the same will in any event pass to Assignee, as the case may be; and the Assignor covenants and agrees (in each case without any obligation on the part of the Assignor to incur any out-of-pocket expenses) (a) to hold, and hereby declares that it holds, such property, Shares or rights in trust for, and for the benefit of, Assignee, (b) to cooperate with Assignee in Assignee's efforts to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Shares or rights, (c) to cooperate with Assignee in any reasonable interim arrangement to secure for Assignee the practical benefits of such Shares pending the receipt of the necessary consent or approval, and (d) to make or complete such transfer or transfers as soon as reasonably possible.

3. Assignor further agrees that it will at any time and from time to time, at its sole cost, at the request of Assignee, execute and deliver to Assignee any and all other and further instruments and perform any and all further acts reasonably necessary to vest in Assignee the right, title and interest in or to any of the Shares which this instrument purports to transfer to Assignee.

4. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to Assignee and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

5. This Assignment is being delivered in connection with the Closing under the Settlement Agreement and is made subject to the provisions of the Settlement Agreement. In the event of any conflict or inconsistency between this Assignment and the Settlement Agreement, the Settlement Agreement shall be the controlling document.

6. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to Assignor, Assignee or both, as applicable.

7. Assignor and Assignee acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of Assignor or Assignee, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of Assignor or Assignee and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first set forth above.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

*[Signature page to RFL-RNC Assignment of Preferred Shares Agreement]*

Exhibit A
Stock Power

IRREVOCABLE STOCK POWER

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RFL Enterprises, LLC ("Assignor") hereby assigns, transfers, and conveys to Ronco Brands, Inc., all of Assignor's right, title, and interest in and to 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of Ronco Holdings, Inc., a Delaware corporation ("RHI") and hereby irrevocably appoints William M. Moore as Assignor's attorney-in-fact to transfer said shares on the books of RHI, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

Exhibit 6.7

# STOCK REDEMPTION AGREEMENT

Dated as of February 17, 2017

This Stock Redemption Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Ronco Holdings, Inc., a Delaware corporation (the "Company"), and Ronco Brands, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("RBI" and collectively with the Company, referred to as the "Parties" and each individually as a "Party").

## RECITALS

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between the Company, RBI, RFL Enterprises, LLC As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., Ronco Funding, LLC and RNC Investors, LLC (the "Settlement Agreement"), the Parties are obligated to enter into this Agreement;

WHEREAS; RBI is the owner of 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of the Company (the "Shares");

WHEREAS, pursuant to the terms and conditions of this Agreement RBI desires to sell, and the Company desires to purchase, all of the RBI's rights, title, and interest in and to the Shares as further described herein; and

WHEREAS, in connection with the redemption of the Shares, the Parties shall undertake such further actions as set forth herein.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in the Settlement Agreement), RBI shall sell, assign, transfer, convey, and deliver to the Company, and the Company shall accept and purchase, the Shares and any and all rights in the Shares to which RBI is entitled, and by doing so, RBI shall be deemed to have assigned all of RBI's rights, titles and interest in and to the Shares to the Company.

2. Consideration. The total consideration for the purchase and sale of the Shares is $0.01, which the Company shall deliver to the Seller at the Closing. Each Party agrees that such consideration is legally and actually sufficient for purposes of the acquisition of the Shares by the Company.

3. Closing; Deliveries. The purchase and sale of the Shares (the "Closing") shall be held on the Closing Date. At the Closing, RBI shall deliver to the Company any stock certificates evidencing the Shares, duly endorsed in blank, that are in RBI's possession, and a duly executed stock power in the form as attached hereto as Exhibit A.

4. Further Assurances. Each of the Parties shall execute such documents and perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.

5. Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision.

6. Entire Agreement; Severability. This Agreement and the exhibits attached hereto sets forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

7. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.

8. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

9. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

10. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

11. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

12. Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

13. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

14. Effectiveness. The Parties acknowledge and agree that this Agreement is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Agreement shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Remainder of page intentionally left blank – Signature pages follow]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first set forth above.

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit A
STOCK POWER

Ronco Brands, Inc.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Ronco Brands, Inc. ("Seller") hereby assigns, transfers, and conveys to Ronco Holdings, Inc. (the "Company"), all of Seller's right, title, and interest in and to of 100 shares of Series A Preferred Stock, with a stated value of $27,000 per share, of the Company, and hereby irrevocably appoints William M. Moore, as Seller's attorney-in-fact to transfer said shares on the books of the Company, with full power of substitution in the premises.

Dated: February 17, 2017, but effective as of the Closing Date (as defined in the Settlement and General Release Agreement dated as of February 17, 2017, entered into by and between As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., RFL Enterprises, LLC, Ronco Funding, LLC, Ronco Holdings, Inc., RNC Investors, LLC and Ronco Brands, Inc.).

Seller:

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit 6.8

**AMENDED AND RESTATED SECURED PROMISSORY NOTE**

U.S. $11,700,000

Issued on: January 14, 2011
Amended and Restated on: September 30, 2011

FOR VALUE RECEIVED, Ronco Holdings, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of LV Administrative Services, Inc., as collateral assignee and endorsee of Ronco Acquisition, LLC, or its registered assigns (the "Holder"), the principal amount of Eleven Million Seven Hundred Thousand Dollars ($11,700,000) (subject to adjustment as hereinafter provided), together with interest on the outstanding principal amount of this Amended and Restated Secured Promissory Note (this "Note") at the per annum rate of one and one-half (1.50%) percent on the daily balance of the principal balance of this Note outstanding, which principal and interest shall be payable (a) as to interest, in arrears, on the last day of each calendar quarter (each, an "Interest Payment Date") and (b) as to principal, (i) the principal amount of Five Hundred Thousand Dollars ($500,000) on September 30, 2011, (ii) the principal amount of One Million Dollars ($1,000,000) on October 14, 2011, (iii) the principal amount of Two Million Dollars ($2,000,000) on November 15, 2011, (iv) the principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000) on February 28, 2012, and (v) the principal amount of Five Million Seven Hundred Thousand Dollars ($5,700,000) on June 14, 2012 (the "Maturity Date") along with all accrued interest and all other amounts due under this Note, as reduced by the Offset Amount (as defined below) and, to the extent applicable, the Contingent Principal Reduction Amount (as defined below). The parties hereto agree that the aggregate offset amount owed pursuant to the Asset Purchase Agreement dated as of January 14, 2011 between the Company and Ronco Acquisition, LLC, as amended, modified and restated from time to time (the "Purchase Agreement"), is an amount equal to Five Hundred Thousand Dollars ($500,000) (the "Offset Amount"). For the avoidance of doubt, the Offset Amount shall not be applied to the principal due under this Note prior to the Maturity Date. If the Company indefeasibly repays principal due under this Note in an amount equal to at least Six Million Dollars ($6,000,000) on or before December 31, 2011, the principal amount due on the Maturity Date shall be automatically reduced by Two Hundred Thousand Dollars ($200,000) (the "Contingent Principal Reduction Amount").

1. Payments. Amounts payable on this Note shall be made by wire transfer of immediately available U.S. Dollars to such account of the Holder as the Holder shall designate in writing to the Company not less than two business days prior to any Interest Payment Date, any date that a principal payment is due pursuant to the previous paragraph, or the Maturity Date. All payments (including prepayments) to be made by the Company on account of principal, interest, fees and other amounts required hereunder shall be made without set-off, recoupment, counterclaim or deduction of any kind except with respect to the Offset Amount.

2. Security. The obligations of the Company under this Note are secured by the liens and security interest granted by the Company in favor of the Holder under the terms of a master security agreement executed by the Company in favor of the Holder dated as of January 14, 2011 (as amended, modified and restated from time to time, the "Master Security Agreement").

3. Default Interest, Interest Calculation and Limitation. Following the occurrence and during the continuance of an Event of Default (as defined below), the Company shall pay interest on the outstanding principal balance of this Note in an amount equal to eight percent (8%) per annum which principal balance shall continue to accrue interest at such interest rate from the date of such Event of Default until the date such Event of Default is cured to the reasonable satisfaction of the Holder or waived in writing by the Holder. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum rate permitted by such law, any payments in excess of such maximum rate shall be credited against amounts owed by the Company to the Holder and thus refunded to the Company.

4. Prepayment. The Company may prepay this Note in whole or in part at any time without penalty upon not less than three (3) days' prior notice, together with accrued interest to the date of prepayment. Upon prepayment of this Note in part and upon written request of the Company, the Holder shall surrender this Note and the Company shall issue a substitute note of like tenor in the amount of the then unpaid principal amount. Upon prepayment of this Note in full, this Note shall be surrendered by the Holder and cancelled.

5. Events of Default. The occurrence of any of the following events set forth in this Section 5 shall constitute an event of default ("Event of Default") under this Note:

(a) An "Event of Default" as defined under the Master Security Agreement shall have occurred and be continuing beyond any applicable cure period;

(b) The Company fails to pay when due any installment of principal or interest when due, and, in any such case, such failure shall continue for a period of three (3) business days following the date upon which any such payment was due;

(c) The Company shall default in the performance of any of its obligations under this Note and such default shall not be cured during the cure period applicable thereto;

(d) The Company shall (i) apply for, consent to, or suffer to exist the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or other fiduciary of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of creditors, (iii) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (iv) be adjudicated a bankrupt or insolvent, (v) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vi) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing.

Failure by the Holder hereof to take action with respect to any Event of Default shall not constitute a waiver of the right to take action in the event of any subsequent Event of Default.

6. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Holder may declare all or any portion of the unpaid principal amount of this Note, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Company, and/or exercise all rights and remedies available to it under this Note, the Master Security Agreement and/or applicable law; provided, however, that upon the occurrence of any event specified in Section 5(d), the unpaid principal amount of this Note and all interest and other amounts as aforesaid shall automatically become due and payable without further act of the Holder.

7. Amendments and Waivers. Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder.

8. Assignability. No transfer or other disposition of this Note by the Company, whether voluntary or involuntary, shall be valid unless such transfer or disposition is approved in writing by the Holder, which approval may be granted or withheld at the Holder's sole discretion. This Note shall be binding upon the Company and its successors and assigns. The Holder may transfer or assign all or a portion of this Note to (a) any affiliate of Valens U.S. SPV 1, LLC or Valens Offshore SPV II Corp. or (b) (i) prior to October 14, 2011, any other person or entity acceptable to the Company and (ii) on an after October 14, 2011, any other person or entity reasonably acceptable to the Company.

9. Notices. All notices, requests, consents, and other communications under this Note shall be in writing and shall be deemed delivered (i) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

If to the Company:

Ronco Holdings, Inc.
15505 Long Vista Drive, Suite 250
Austin Texas, 78728
Attn: Todd Barrett
Chief Executive Officer
Facsimile: (512) 238-1136

With copies to:

Eaton & Van Winkle LLP
3 Park Avenue, 16th Floor
Attention: Joseph L. Cannella
Facsimile: (212) 779-9928

If to the Holder:

c/o Valens Capital Management, LLC
875 Third Ave., 3rd Floor
New York, New York 10022
Attention: Dhamendra Lachman
Facsimile: (212) 541-441

or such address the Holder may designate by notice in writing to the Company.

Any party may give any notice, request, consent or other communication under this Note using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section.

10. Conflicting Agreements. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

11. Severability. The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

12. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

13. Waivers. The non-exercise by either party of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

14. Lost Documents. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of this Note.

15. Collection Costs. Upon an Event of Default, the Company shall pay all costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Holder as a result of such Event of Default.

16. Waiver. The Company and all others who may become liable for payment of the indebtedness evidenced by this Note do hereby waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, other than notices specifically required by this Note.

17. Reaffirmation. The Company (a) acknowledges, ratifies and confirms that all of the terms, conditions, representations and covenants contained in the Master Security Agreement are in full force and effect and shall remain in full force and effect after giving effect to the execution and effectiveness of this Note, (b) acknowledges, ratifies and confirms that the defined term "Obligations" under the Master Security Agreement includes, without limitation, all obligations and liabilities of the Company under this Note (the "Obligations") and (c) acknowledges, ratifies and confirms (i) the grant by the Company to the Holder, for the ratable benefit of the Creditor Parties (as defined in the Master Security Agreement), of a security interest, lien and pledge in the assets of the Company as more specifically set forth in the Master Security Agreement (the "Security Interest Grant") and (ii) that the Security Interest Grant secures all of the Obligations.

18. Amendment and Restatement. This Note amends and restates in its entirety and is given in substitution for but not in satisfaction of that certain $11,000,000 Secured Promissory Note issued as of January 14, 2011, executed by the Company in favor of Ronco Acquisition, LLC and endorsed by and collaterally assigned by Ronco Acquisition, LLC to the Holder (the "Original Note"). This Note does not effect a refinancing of all or any portion of the obligations heretofore evidenced by the Original Note, it being the intention of the Company and the Holder to avoid effectuating a novation of such obligations.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Note as of the date first written above.

**RONCO HOLDINGS, INC.**

By: /s/ Tod Barrett
Name: Tod Barrett
Title: CEO

**ACKNOWLEDGED AND AGREED:**

**RONCO ACQUISITION, LLC**

By: /s/ Aus Faliks
Name: Aus Faliks
Title: Director

**LV ADMINISTRATIVE SERVICES, INC.**

By: /s/ Patrick Regan
Name: Patrick Regan
Title: Authorized Signatory

Exhibit 6.9

AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated as of February 17, 2017

This Amendment, Assignment and Assumption Agreement (the "Assignment"), dated as of the date first set forth above, is entered into by and between RFL Enterprises, LLC ("RFL"), RNC Investors, LLC ("RNC"), and Ronco Holdings, Inc. ("RHI"). Capitalized terms used but not defined herein have the meaning given them in the Agreement (as defined below). Each of RFL, RNC and RHI may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms of the Settlement and General Release Agreement, dated as of February 17, 2017, by and between RFL, RHI, As Seen on TV, Inc., Infusion Brands, Inc., Ediets.com, Inc., TV Goods Holding Corporation, Tru Hair, Inc., and Ronco Funding, LLC and RNC (the "Settlement Agreement"), the Parties are obligated to enter into this Assignment;

NOW THEREFORE, in consideration of the settlements and releases set forth in the Settlement Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. RHI is the debtor under that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and RHI as borrower, which has since been acquired from Ronco Acquisition by RFL, as attached to the Settlement Agreement as Exhibit B-1 (the "Laurus Note"). As of December 31, 2016, the Laurus Note is outstanding in the amount of approximately $12,323,072.32.

2. Pursuant to Section 7 of the Laurus Note, effective as of the Closing Date (as defined in the Settlement Agreement) the Parties amend the Laurus Note as follows: The date "June 14, 2012" in the paragraph of the Laurus Note commencing with "FOR VALUE RECEIVED" is hereby replaced with the date "June 30, 2018", such that the "Maturity Date" of the Laurus Note is June 30, 2018.

3. Effective as of the Closing Date, RFL grants, transfers and sets over unto RNC all of RFL's right, title and interest in and to the Laurus Note, including, without limitation, all rights, benefits and advantages of RFL to be derived herefrom and all burdens, obligations and liabilities to be derived thereunder, in consideration of the premises and the consideration set out in the Settlement Agreement.

4. RFL represents, warrants and covenants to RNC and RHI, as of the date hereof and as of the Closing Date, that:

   (a) The statements in Section 1 are true and complete;

   (b) RFL is duly organized and validly existing under the laws of the jurisdiction of its formation, and has the requisite power and authority to enter into this Assignment and perform its obligations hereunder and each other document contemplated hereby to which RFL is or will be a party and to consummate the transactions contemplated hereby and thereby;

   (c) The execution, delivery and performance by RFL of this Assignment and the transactions contemplated hereby (i) have been duly authorized by all necessary officers, directors, managers or members of RFL, (ii) do not contravene the terms of RFL's organizational documents, or any amendment thereof, (iii) do not materially violate, conflict with or result in any material breach or contravention of, or the creation of any lien under, any contractual obligation of RFL or any requirement of law applicable to RFL, and (iv) do not materially violate any orders of any governmental authority against, or binding upon, RFL to the knowledge of RFL;

(d) This Assignment has been duly executed and delivered by RFL and constitutes the legal, valid and binding obligations of RFL, enforceable against RFL in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity);

(e) RFL is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act");

(f) There are no brokerage commissions, finder's fees or similar fees or commissions payable by any party in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with RFL or any action taken by RFL;

(g) No other party has any right or interest in the Laurus Note and RFL now has a lawful right, full power and absolute authority to assign to RNC an unencumbered right, title and interest in and to the Laurus Note in the manner set out herein, according to the true intent and meaning of this Assignment.

5. RNC represents, warrants and covenants to RFL, as of the date hereof and as of the Closing Date, that:

(a) RNC is duly organized and validly existing under the laws of the jurisdiction of its formation, and has the requisite power and authority to enter into this Assignment and perform its obligations hereunder and each other document contemplated hereby to which RNC is or will be a party and to consummate the transactions contemplated hereby and thereby;

(b) The execution, delivery and performance by RNC of this Assignment and the transactions contemplated hereby have been duly authorized by all necessary officers, managers or members of RNC; and

(c) RNC is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

6. RHI agrees and consents to the assignment of RFL's interests in the Laurus Note to RNC pursuant to the terms and conditions of this Assignment.

7. Sections 7 through 18 of the Settlement Agreement are hereby incorporated herein by reference as though fully set forth herein, provided that (i) all references therein to the "Agreement" shall be deemed references to this Assignment; and (ii) all references therein to the "Parties" or a "Party" shall be deemed a reference to the Parties or Party hereto.

8. The Parties acknowledge and agree that this Assignment is being executed as of the date hereof, pursuant to the Settlement Agreement. Notwithstanding anything herein to the contrary, this Assignment shall become automatically effective, without any further action of the Parties, on the Closing Date. Notwithstanding anything herein to the contrary, in the event that the Settlement Agreement is terminated in accordance with its terms, this Assignment shall automatically terminate without any further action of the Parties and shall be null and void as of the date of such termination.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Assignment as of the date first set forth above:

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

RFL Enterprises, LLC

By: /s/ Shad Stastney
Name: Shad Stastney
Title: Authorized Signatory

*Agreed and accepted:*

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to Amendment, Assignment and Assumption Agreement]*

Exhibit 6.10

SUBSCRIPTION # 1

**Ronco Brands, Inc.**

**SUBSCRIPTION AGREEMENT**
**RNC INVESTORS, LLC**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Subscriber as an accredited investor of (i) 6,950,000 shares of Series B Preferred Stock, par value $0.0001 per share, of the Company, and (ii) 617,000 shares of common stock, par value of $0.0001 per share, of the Company (each, a "Share" and, collectively the "Shares") at $0.0001 per Share.

**1. Subscription for the Purchase of Shares.**

The undersigned hereby subscribes to purchase the 7,567,000 Shares at US$0.0001 per Share for a total subscription of US$756.70 (the "Subscription Price"). In this regard, the Subscriber agrees to forward payment in the amount of the Subscription Price by mailing or delivering a certified check, payable to the Company, as follows:

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, TX 78728

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

**2. Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the total price noted above. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

**3. Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

**4. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☐ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☒ | Other (indicate form of organization): Limited Liability Company | | |

(i) Indicate the approximate date Subscriber entity was formed: _____.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

_____ True
_____ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**5. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

i) an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

ii) there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

**6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

**c)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

**d)** If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

**ANTI MONEY LAUNDERING REQUIREMENTS**

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**7. Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

| | |
|---|---|
| Name of Purchaser: | RNC Investors, LLC |
| | By: /s/ John Kleinert |
| Name (Please Print): | John C. Kleinert |
| Title | Member - RNC Investors LLC |
| Address: | 1800 Route 34 - Suite 404A |
| | Wall Township, NJ 07719 |
| Phone Number: | (732) 556-9090 x 18 |
| Cellular Number: | (201) 264-0025 |
| Taxpayer ID Number: | 81-4750723 |
| Email address: | jck@tnrc-com |

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

Exhibit 6.11

**Ronco Brands, Inc.**

**SUBSCRIPTION AGREEMENT**
**MOORE FAMILY INVESTORS/RBI LLC**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Subscriber as an accredited investor of 3,500,000 shares (each, a "Share" and, collectively the "Shares") of common stock, par value $0.0001 per share of the Company (the "Common Stock') at $0.0001 per Share.

**1. Subscription for the Purchase of Shares.**

The undersigned hereby subscribes to purchase 3,500,000 Shares at US$0.0001 per Share for a total subscription of US$350.00 (the "Subscription Price"). In this regard, the Subscriber agrees to forward payment in the amount of the Subscription Price by mailing or delivering a certified check, payable to the Company, as follows:

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, TX 78728

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

**2.** **Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the total price noted above. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

**3.** **Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

**4. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☐ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☒ | Other (indicate form of organization): Limited Liability Company | | |

(i) Indicate the approximate date Subscriber entity was formed: February 15, 2017.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

| | |
|---|---|
| ____ | True |
| X | False |

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**5. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

**i)** an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

**ii)** there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

**6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

**c)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

**d)** If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

**ANTI MONEY LAUNDERING REQUIREMENTS**

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**7. Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**INDIVIDUALS**

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

| | |
|---|---|
| Name of Purchaser: | Moore Family Investors/RBI LLC |
| | By: /s/ Jeffrey K. Moore |
| Name (Please Print): | Jeffrey K. Moore |
| Title | Member |
| Address: | _____ |
| | _____ |
| Phone Number: | (___) ___-_____ |
| Cellular Number: | (___) ___-_____ |
| Taxpayer ID Number: | _____ |
| Email address: | _____ |

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

**SUBSCRIPTION AGREEMENT**
**JEFFREY K. MOORE (RE: MOORE FAMILY INVESTORS/RBI LLC**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Moore Family Investors/RBI LLC as an accredited investor of 3,500,000 shares (each, a "Share" and, collectively the "Shares") of common stock, par value $0.0001 per share of the Company (the "Common Stock') at $0.0001 per Share. Subscriber is a 50% beneficial owner of Moore Family Investors/RBI LLC.

**1. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☒ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☐ | Other (indicate form of organization): _____ | | |

(i) Indicate the approximate date Subscriber entity was formed: N/A.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

| | |
|---|---|
| X | True |
| ____ | False |

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**2. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

**i)** an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

**ii)** there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

**3. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

**c)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

**d)** If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

**ANTI MONEY LAUNDERING REQUIREMENTS**

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**4.** **Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

**5.** **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

6. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

7. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

8. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

9. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

10. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

11. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

12. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

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In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

Signature: /s/ Jeffrey K. Moore

Name (Please Print): Jeffrey K. Moore

Residence Address: _____

_____

Phone Number: (___) ___-_____

Cellular Number: (___) ___-_____

Social Security Number: _____

Email address: _____

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

**SUBSCRIPTION AGREEMENT**
**MATTHEW R. MOORE (RE: MOORE FAMILY INVESTORS/RBI LLC**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Moore Family Investors/RBI LLC as an accredited investor of 3,500,000 shares (each, a "Share" and, collectively the "Shares") of common stock, par value $0.0001 per share of the Company (the "Common Stock') at $0.0001 per Share. Subscriber is a 50% beneficial owner of Moore Family Investors/RBI LLC.

**1. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☒ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☐ | Other (indicate form of organization):_____ | | |

(i) Indicate the approximate date Subscriber entity was formed: N/A.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

| | |
|---|---|
| X | True |
| ____ | False |

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**2. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

**i)** an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

**ii)** there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

3. **Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

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**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

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| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**4.** **Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

**5.** **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

6. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

7. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

8. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

9. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

10. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

11. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

12. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

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In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

Signature: /s/ Matthew R. Moore

Name (Please Print): Matthew R. Moore

Residence Address: _____

_____

Phone Number: (___) ___-_____

Cellular Number: (___) ___-_____

Social Security Number: _____

Email address: _____

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

Exhibit 6.12

**Ronco Brands, Inc.**

**SUBSCRIPTION AGREEMENT**
**WILLIAM MOORE**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Subscriber as an accredited investor of 3,500,000 shares of Series A Super Voting Preferred Stock, par value $0.0001 per share, of the Company (each, a "Share" and, collectively the "Shares") at $0.0001 per Share.

**1. Subscription for the Purchase of Shares.**

The undersigned hereby subscribes to purchase 3,500,000 Shares at US$0.0001 per Share for a total subscription of US$350.00 (the "Subscription Price"). In this regard, the Subscriber agrees to forward payment in the amount of the Subscription Price by mailing or delivering a certified check, payable to the Company, as follows:

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, TX 78728

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

**2. Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the total price noted above. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

**3. Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

**4. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☒ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | · | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☐ | Other (indicate form of organization): _____ | | |

(i) Indicate the approximate date Subscriber entity was formed: N/A.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

____ True
____ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**5. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

**i)** an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

**ii)** there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

**6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

**c)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

**d)** If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

**ANTI MONEY LAUNDERING REQUIREMENTS**

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**7. Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

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**INDIVIDUALS**

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

Signature: /s/ William Moore

Name (Please Print): William Moore

Residence Address: _____

_____

Phone Number: (___) ___-_____

Cellular Number: (___) ___-_____

Social Security Number: _____

Email address: _____

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

Exhibit 6.13

**Ronco Brands, Inc.**

**SUBSCRIPTION AGREEMENT**
**FREDRICK SCHULMAN**

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to Ronco Brands, Inc., a Delaware corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital through the sale to Subscriber as an accredited investor of 1,133,000 shares (each, a "Share" and, collectively the "Shares") of common stock, par value $0.0001 per share of the Company (the "Common Stock') at $0.0001 per Share.

**1. Subscription for the Purchase of Shares.**

The undersigned hereby subscribes to purchase 1,133,000 Shares at US$0.0001 per Share for a total subscription of US$113.00 (the "Subscription Price"). In this regard, the Subscriber agrees to forward payment in the amount of the Subscription Price by mailing or delivering a certified check, payable to the Company, as follows:

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, TX 78728

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

**2. Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the total price noted above. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

**3. Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

**4. Representation as to Investor Status.**

**a) Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to Subscriber as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (iv) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (v) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (vi) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (vii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (viii) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (ix) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (x) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (xi) Subscriber does not qualify under any of the investor categories set forth in (i) through (x) above.

**b) Net Worth.** The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

**c) Income.** In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

**d) Type of Subscriber.** Indicate the form of entity of Subscriber:

| | | | |
|---|---|---|---|
| ☒ | Individual | ☐ | Limited Partnership |
| ☐ | Corporation | ☐ | General Partnership |
| ☐ | Revocable Trust | | |
| ☐ | Other Type of Trust (indicate type): _____ | | |
| ☐ | Other (indicate form of organization): _____ | | |

(i) Indicate the approximate date Subscriber entity was formed: N/A.

(ii) **Initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

| | |
|---|---|
| ____ | True |
| ____ | False |

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

**5. Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

**a)** Subscriber has been furnished such documents as requested by Subscriber to evaluate the Company and Subscriber's investment therein. The Subscriber has carefully read such requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**b)** Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

**c)** Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the common stock.

**d)** Subscriber, either personally, or together with its advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

**e)** Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

**f)** The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

**g)** No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

**h)** Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

**i)** Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

**j)** The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

**k)** Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities"), shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND NO INTEREST MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES SATISFACTORY TO THIS CORPORATION STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION.

**l)** Subscriber also acknowledges and agrees to the following:

**i)** an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

**ii)** there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

**m)** Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

**n)** Subscriber's address set forth below is its correct residence address.

**o)** Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

**p)** Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

**6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

**a)** The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

**b)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

**c)** To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

**d)** If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

**e)** The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

**ANTI MONEY LAUNDERING REQUIREMENTS**

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| **What are we required to do to eliminate money laundering?** | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

**7. Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor," as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

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**INDIVIDUALS**

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: February 16, 2017.

Signature: /s/ Fredrick Schulman

Name (Please Print): Fredrick Schulman

Residence Address: _____

_____

Phone Number: (___) ___-_____

Cellular Number: (___) ___-_____

Social Security Number: _____

Email address: _____

ACCEPTANCE

Ronco Brands, Inc.
a Delaware corporation

Date: February 16, 2017.

By: /s/ William M. Moore
William M. Moore
Chief Executive Officer

Exhibit 6.14

LOAN AGREEMENT

RHI-RNC INVESTORS, LLC

Dated as of February 17, 2017

This Loan Agreement (together with the exhibits and annexes hereto, this "Agreement") dated as of the date first set forth above (the "Effective Date"), is entered into by and between RNC Investors, LLC ("Lender") and Ronco Holdings, Inc., a Delaware corporation (the "Borrower"). The Lender and the Borrower may be referred to herein collectively as the "Parties" and each individually as a "Party."

Whereas the Lender has previously loaned to Borrower certain funds, totaling, as of the Effective Date, $1,500,000 (collectively, the "Loan"); and

Whereas, the Parties are now entering into the Loan Documents (as defined below) for purposes of memorializing the Loan and the agreement of the Parties relating to the repayment thereof;

NOW, THEREFORE, in consideration of the agreements and covenants of the Parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Definitions

1.1 Definitions. For purposes of the Loan Documents (as defined below):

(a) "Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

(b) "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to close under the laws of the State of New Jersey.

(c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

(d) "Default Rate" means the lesser of (i) twenty-four percent (24%) per year, calculated on the basis of a 360-day year, or (ii) the maximum lawful interest rate.

(e) "Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(f) "Guaranty Agreement" means that certain Guaranty Agreement entered into as of the date hereof by and between Lender and Ronco Brands, Inc., a Delaware corporation.

(g) "Insolvency Proceeding" means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(h) "Loan Documents" means (i) this Agreement; (ii) the Promissory Note; (iii) the Repayment Agreement; and (iv) the Guaranty Agreement.

(i) "Material Adverse Effect" means a material and adverse effect on (i) the business operations or condition (financial or otherwise) of Borrower or (ii) the ability of Borrower to repay the Total Amount Owed or otherwise perform its obligations under the Loan Documents.

(j) "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

(k) "Repayment Agreement" means that certain Repayment Agreement entered into as of the date hereof by and between Borrower, Lender and Ronco Brands, Inc., a Delaware corporation.

SECTION 2. Loan Terms

2.1 Loan Made. The Parties acknowledge and agree that the Loan has already been made prior to the Effective Date, in the amount of $1,500,000 (the "Loan Amount"). Borrower hereby acknowledges receipt of the Loan Amount.

2.2 Deliveries and Actions. On the Effective Date:

(a) Borrower shall deliver to Lender a duly executed copy of each of this Agreement and the Promissory Note in the form as attached hereto as Exhibit A (the "Promissory Note"); and

(b) Lender shall deliver to Borrower a duly executed copy of this Agreement.

2.3 Total Amount Owed. Pursuant to the terms and conditions hereof, the Borrower shall repay to the order of the Lender the Total Amount Owed. The "Total Amount Owed" means:

(a) the Loan Amount; plus

(b) the fees, costs, expenses, and charges due under the Loan Documents, to the extent not already paid by Borrower.

2.4 Interest Rate. Interest shall accrue on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 18.00% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained herein, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against the Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

2.5 Term. The term of the Loan is the period from the date that the Loan, or any portion thereof, was originally made, to June 30, 2018 (the "Term").

2.6 Use of Funds. The Borrower shall use the Loan Amount for general corporate purposes.

2.7 Payment. The Borrower shall pay all accrued interest on the first Business Day of each month. On the final day of the Term (the "Maturity Date"), the Borrower shall pay all of the unpaid and accrued principal, interest, and all other accrued charges, fees, and the like. If the Borrower fails to pay to the Lender any amount due under any of the Loan Documents as and when due, and Borrowers has thereafter continued to fail to pay any such amounts for more than five (5) Business Days following Borrower's receipt from Lender of notice of such Failure, then Borrower shall pay to Lender an amount equal to ten percent (10%) of any such past due amount plus a service fee charge of $5,000 (collectively, the "Late Fee").

2.8 Prepayment. The Borrower may prepay all or a portion of the Loan Amount at any time. All prepayments shall be applied first to interest then due and payable and thereafter to the principal then owed. Following the time that Borrower has paid the Total Amount Owned in full, the Term shall automatically end without any further action of the Parties.

2.9 Application of Payments. All payments received hereunder shall be applied first to the payment of fees payable under the Loan Documents, then to any late fees, then to interest due and payable, with the balance being applied to principal, or in such other order as Lender shall determine at its option.

2.10 Repayment Agreement. Notwithstanding the forgoing, the payments of the amounts as set forth herein shall be subject to the terms and conditions of the Repayment Agreement.

SECTION 3. Default

3.1 Breach. The following events shall constitute a breach of this Agreement (a "Breach"):

(a) the failure by Borrower to pay or perform any obligation, liability or indebtedness of Borrower to Lender under the Loan Documents as and when due, whether upon demand, at maturity or by acceleration;

(b) If Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by Borrower, or if an Insolvency Proceeding is commenced against Borrower and is not dismissed or stayed within thirty (30) days

(c) Borrower's voluntarily or involuntarily terminating or dissolving or being terminated or dissolved;

(d) Lender determining, in its reasonable discretion, that any representation or warranty made by Borrower in any Loan Document was materially untrue when made;

(e) failure of Borrower to timely deliver such documents as required by the Loan Documents;

(f) If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least one hundred fifty thousand dollars ($150,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) Business Days; or

(g) There being a final, binding and non-appealable determination or conviction by a court of competent jurisdiction that Borrower has violated any applicable law and such determination of conviction could reasonably be expected to have a Material Adverse Effect on Borrower.

3.2 Right to Cure. In the event of a Breach:

(a) Lender shall provide notice of such Breach to Borrower in accordance with the provisions of Section 5.3.

(b) Thereafter, Borrower shall have a period of five (5) Business Days to cure such Breach (the "Cure Period"). In the event that Borrower does so cure such Breach within the Cure Period, there shall be no additional effects hereunder.

(c) In the event that Borrower does not cure a Breach within the Cure Period, such Breach shall automatically become an "Event of Default" hereunder.

3.3 Remedies upon Event of Default. Whenever there is an uncured Event of Default under this Agreement:

(a) First, the Default Rate shall immediately apply to the remaining outstanding Loan Amount, instead of the Stated Rate, and additionally, if the Event of Default is based upon Borrower's failure to pay Lender any amount due under the Loan Documents, the Late Fee shall apply, provided that Borrower's cure of the Event of Default, including payment of all Late Fees, shall operate to discontinue the Default Rate and re-instate the Stated Rate for the Event of Default in question;

(b) the Loan Amount shall, at the option of Lender, become immediately due and payable; or

(c) The Lender may elect to leave the Loan Amount in place in which event, to the extent permitted by law, Default Rate shall apply to the remaining outstanding Loan Amount, instead of the Stated Rate.

SECTION 4. Representations and Warranties.

4.1 Borrower. Borrower represents and warrants to Lender as follows:

(a) Borrower has all requisite corporate authority and power to execute and deliver this Agreement and the Loan Documents and to perform its obligations thereunder. The execution and delivery of this Agreement and the Loan Documents, as well as the consummation of the transactions contemplated hereby and thereby, have been or will be duly and validly authorized by all necessary corporate action on the part of Borrower and no other action or proceedings on the part of Borrower are or will be necessary to authorize the execution, delivery and performance of this Agreement or the Loan Documents or the transactions contemplated hereby and thereby on the part of Borrower.

(b) This Agreement has been duly executed and delivered by Borrower and, assuming that this Agreement constitutes the legal, valid and binding obligation of Lender, constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with its terms except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity (the "Enforceability Exceptions"). Upon the execution and delivery by Borrower of the Promissory Note, the Promissory Note will constitute the legal, valid, and binding obligations of Borrower, enforceable against it in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement or the Promissory Note nor the consummation and performance of any of the transactions contemplated hereby or thereby by Borrower will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Borrower, provided, however, that no representation or warranty is made in this Section 4.1(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Borrower's ability to consummate transactions contemplated hereby.

4.2 Lender. Lender represents and warrants to Borrower as follows:

(a) Lender has all requisite authority and power to execute and deliver this Agreement and to perform Lender's obligations hereunder. No other action or proceedings on the part of Lender are or will be necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by Lender and, assuming that this Agreement constitutes the legal, valid and binding obligation of Borrower, constitutes the legal, valid, and binding obligation of Lender, enforceable against Lender in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement nor the consummation and performance of any of the transactions contemplated hereby or thereby by Lender will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Lender; provided, however, that no representation or warranty is made in this Section 4.2(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Lender' ability to consummate transactions contemplated hereby.

SECTION 5. Miscellaneous

5.1 Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a Party must be signed by an officer of that Party authorized to do so by the Party's member(s).

5.2 Merger; Entire Agreement. This Agreement and the Promissory Note constitute the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

5.3 Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received, if an email address is provided below) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Borrower:

Ronco Holdings, Inc.
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

With a copy, which shall not constitute notice, to:

John Cacomanolis
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL. 33401
Email: jcacomanolis@legalandcompliance.com

If to Lender:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

5.4 Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

5.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

5.7 Entire Agreement; Severability. This Agreement and Promissory Note set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersede any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

5.8 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

5.9 Transfer or Assignment. Notwithstanding Section 5.8:

(a) Borrower agrees that (i) the Lender may, subject to compliance with the remainder of this Section 5.9, assign all or a part of this Loan, and may issue participation interests in all or part of the Loan, in each case to any Affiliate of Lender; (ii) the Borrower shall be bound by any participation or assignment by Lender permitted hereunder. Lender may disclose to any prospective or actual participant any financial or credit information related to this Agreement and the Loan that the Borrower discloses to the Lender, provided, however, that Borrower, may as a condition to any such assignment or disclosure, require the applicable assignee or participant to execute a customary non-disclosure agreement with Borrower to protect Borrower's confidential information. Notwithstanding any such assignment, unless such assignment is in full, Borrower shall be entitled to deal solely with Lender under all of the Loan Documents and Lender may act to bind any such partial assignee.

(b) Prior to undertaking any assignment or transfer pursuant to Section 5.9(a), Lender shall provide to Borrower full information related to the proposed transferee or assignee ("Proposed Assignee"), including such information as Borrower may reasonably request regarding the ownership and operations of the Proposed Assignee, provided, however, that Lender may as a condition to any such disclosure, require Borrower to execute a customary non-disclosure agreement with Lender to protect Lender's or the proposed transferee's confidential information, and Borrower shall have a period of thirty (30) days to determine whether to consent to such assignment, including the Proposed Assignee, which consent shall not be unreasonably withheld or delayed.

(c) The parties acknowledge and agree that Borrower shall have the right to prohibit any assignment or transfer pursuant to Section 5.9(a) in the event that the completion of the proposed assignment or transfer would, either as a result of such transfer or assignment itself or due to the identity or ownership or control of the Proposed Assignee, would reasonably be expected by Borrower to (A) violate any applicable law; (B) cause an adverse effect on the ownership or operation of Borrower or any of Borrower's Affiliates; (C) cause any of Borrower or any of Borrower's Affiliates to be unable to use any exemption under the securities laws of the United States (whether due to "bad actor" limitations or otherwise); or (D) would impair the consummation of the transactions contemplated herein. Any prohibition on assignment or transfer pursuant to the terms and conditions of this Section 5.9(c) shall be deemed reasonable for purposes of Section 5.9(b).

5.10 Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

5.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

5.12 Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

5.13 Further Assurances. Following the Effective Date, each Party agrees to execute and deliver such further instruments and take such further action as may reasonably be requested by the other Party to effect the purposes of this Agreement.

5.14 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lender: RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

Borrower: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to – RHI-RNC Loan Ag]*

Exhibit A

Promissory Note

(Attached)

Exhibit 6.15

**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND THIS NOTE AND ANY INTEREST THEREIN MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS AS EVIDENCED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE BORROWER.**

# PROMISSORY NOTE

$1,500,000 December 23, 2016
Maturity Date: June 30, 2018

For value received, Ronco Holdings, Inc., a Delaware corporation with a mailing address of 1800 Route 34 North, Building 4, Suite 404A, Wall, NJ 07719 (the "Borrower") unconditionally promises to pay to the order of RNC Investors, LLC, with a mailing address of Attn: John Kleinert, 1800 Route 34 North, Building 4, Suite 404A, Wall, NJ 07719 ("Lender"), without set-off, the principal amount of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00), together with loan fees, closing costs, and interest pursuant to the Loan Agreement entered into between the Borrower and the Lender (the "Loan Agreement"). This Promissory Note (this "Note") is entered into pursuant to the Loan Agreement. Terms used herein without definition shall have the meanings given in the Loan Agreement.

All funds due under this Note shall be due and payable in lawful money of the United States of America upon the times as set forth in the Loan Agreement, at Lender's offices or by wire transfer to Lender not later than 12:01 p.m. Eastern Time, on the date due. Funds received after that hour shall be deemed to have been received by Lender on the next following Business Day. If any payment is scheduled to become due and payable on a day which is not a Business Day, such payment shall instead become due and payable on the immediately following Business Day and interest on the principal portion of such payment shall be payable at the then applicable rate during such extension.

## INTEREST RATE

This Note shall bear interest on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 18.00% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained in this Note, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

If any fees, costs, expenses or advances are due and payable to Lender under this Note or the Loan Agreement, such fees, costs and advances shall bear interest at the Stated Rate. If interest is unpaid or deferred, it shall, except as otherwise specifically provided herein, bear interest at the Stated Rate. Unpaid and/or deferred interest shall be compounded monthly on the first day of each month. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of interest on a monthly basis and Borrower agrees thereto.

## PAYMENT SCHEDULE

The amounts due hereunder shall be paid, and applied, as set forth in the Loan Agreement.

Except as provided herein, nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to collect such delinquent payments and all interest and other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

## ADDITIONAL TERMS AND CONDITIONS

1. Waivers, Consents and Covenants. Borrower waives presentment, demand, notice of demand, notice of intent to accelerate, and notice of acceleration of maturity, protest, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to Borrower, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any endorsement or guaranty of this Note or the Loan Agreement.

2. Prepayments. Borrower may prepay the amounts due here pursuant to the terms of the Loan Agreement.

3. Events of Default. An Event of Default hereunder shall exist if any one or more of the Events of Default under the Loan Agreement shall occur.

4. Remedies upon Event of Default. Whenever there is an Event of Default, Lender shall have the rights and remedies set forth in the Loan Agreement.

5. Non-Waiver. The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of Lender's rights hereunder shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of Borrower to Lender in any other respect at any other time.

6. Applicable Law. The law of the state of New York, without giving effect to its conflict-of-law principles, govern all adversarial proceedings arising out of this Note.

7. Partial Invalidity. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or the validity of any other provision herein and the invalidity or unenforceability of any provision of this Note to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

8. Binding Effect. This Note shall be binding upon and inure to the benefit of Borrower and Lender and their respective successor, assigns, heirs and personal representatives.

9. NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date set forth above.

BORROWER: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit 6.16

LOAN AGREEMENT

RHI-JOHN KLEINERT

Dated as of February 17, 2017

This Loan Agreement (together with the exhibits and annexes hereto, this "Agreement") dated as of the date first set forth above (the "Effective Date"), is entered into by and between John Kleinert, an individual resident of New Jersey ("Lender") and Ronco Holdings, Inc., a Delaware corporation (the "Borrower"). The Lender and the Borrower may be referred to herein collectively as the "Parties" and each individually as a "Party."

Whereas the Lender has previously loaned to Borrower certain funds, totaling, as of the Effective Date, $1,495,000 (collectively, the "Loan"); and

Whereas, the Parties are now entering into the Loan Documents (as defined below) for purposes of memorializing the Loan and the agreement of the Parties relating to the repayment thereof;

NOW, THEREFORE, in consideration of the agreements and covenants of the Parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Definitions

1.1 Definitions. For purposes of the Loan Documents (as defined below):

(a) "Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

(b) "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to close under the laws of the State of New Jersey.

(c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

(d) "Default Rate" means the lesser of (i) twenty-four percent (24%) per year, calculated on the basis of a 360-day year, or (ii) the maximum lawful interest rate.

(e) "Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(f) "Insolvency Proceeding" means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(g) "Loan Documents" means (i) this Agreement and (ii) the Promissory Note.

(h) "Material Adverse Effect" means a material and adverse effect on (i) the business operations or condition (financial or otherwise) of Borrower or (ii) the ability of Borrower to repay the Total Amount Owed or otherwise perform its obligations under the Loan Documents.

(i) "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

SECTION 2. Loan Terms

2.1 Loan Made. The Parties acknowledge and agree that the Loan has already been made prior to the Effective Date, in the amount of $1,495,000 (the "Loan Amount"). Borrower hereby acknowledges receipt of the Loan Amount.

2.2 Deliveries and Actions. On the Effective Date:

(a) Borrower shall deliver to Lender a duly executed copy of each of this Agreement and the Promissory Note in the form as attached hereto as Exhibit A (the "Promissory Note"); and

(b) Lender shall deliver to Borrower a duly executed copy of this Agreement.

2.3 Total Amount Owed. Pursuant to the terms and conditions hereof, the Borrower shall repay to the order of the Lender the Total Amount Owed. The "Total Amount Owed" means:

(a) the Loan Amount; plus

(b) the fees, costs, expenses, and charges due under the Loan Documents, to the extent not already paid by Borrower.

2.4 Interest Rate. Interest shall accrue on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 20.16% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained herein, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against the Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

2.5 Term. The term of the Loan is the period from the date that the Loan, or any portion thereof, was originally made, to June 30, 2018 (the "Term").

2.6 Use of Funds. The Borrower shall use the Loan Amount for general corporate purposes.

2.7 Payment. The Borrower shall pay all accrued interest on the first Business Day of each month. On the final day of the Term (the "Maturity Date"), the Borrower shall pay all of the unpaid and accrued principal, interest, and all other accrued charges, fees, and the like. If the Borrower fails to pay to the Lender any amount due under any of the Loan Documents as and when due, and Borrowers has thereafter continued to fail to pay any such amounts for more than five (5) Business Days following Borrower's receipt from Lender of notice of such Failure, then Borrower shall pay to Lender an amount equal to ten percent (10%) of any such past due amount plus a service fee charge of $5,000 (collectively, the "Late Fee").

2.8 Prepayment. The Borrower may prepay all or a portion of the Loan Amount at any time. All prepayments shall be applied first to interest then due and payable and thereafter to the principal then owed. Following the time that Borrower has paid the Total Amount Owned in full, the Term shall automatically end without any further action of the Parties.

2.9 Application of Payments. All payments received hereunder shall be applied first to the payment of fees payable under the Loan Documents, then to any late fees, then to interest due and payable, with the balance being applied to principal, or in such other order as Lender shall determine at its option.

SECTION 3. Default

3.1 Breach. The following events shall constitute a breach of this Agreement (a "Breach"):

(a) the failure by Borrower to pay or perform any obligation, liability or indebtedness of Borrower to Lender under the Loan Documents as and when due, whether upon demand, at maturity or by acceleration;

(b) If Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by Borrower, or if an Insolvency Proceeding is commenced against Borrower and is not dismissed or stayed within thirty (30) days

(c) Borrower's voluntarily or involuntarily terminating or dissolving or being terminated or dissolved;

(d) Lender determining, in its reasonable discretion, that any representation or warranty made by Borrower in any Loan Document was materially untrue when made;

(e) failure of Borrower to timely deliver such documents as required by the Loan Documents;

(f) If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least one hundred fifty thousand dollars ($150,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) Business Days; or

(g) There being a final, binding and non-appealable determination or conviction by a court of competent jurisdiction that Borrower has violated any applicable law and such determination of conviction could reasonably be expected to have a Material Adverse Effect on Borrower.

3.2 Right to Cure. In the event of a Breach:

(a) Lender shall provide notice of such Breach to Borrower in accordance with the provisions of Section 5.3.

(b) Thereafter, Borrower shall have a period of five (5) Business Days to cure such Breach (the "Cure Period"). In the event that Borrower does so cure such Breach within the Cure Period, there shall be no additional effects hereunder.

(c) In the event that Borrower does not cure a Breach within the Cure Period, such Breach shall automatically become an "Event of Default" hereunder.

3.3 Remedies upon Event of Default. Whenever there is an uncured Event of Default under this Agreement:

(a) First, the Default Rate shall immediately apply to the remaining outstanding Loan Amount, instead of the Stated Rate, and additionally, if the Event of Default is based upon Borrower's failure to pay Lender any amount due under the Loan Documents, the Late Fee shall apply, provided that Borrower's cure of the Event of Default, including payment of all Late Fees, shall operate to discontinue the Default Rate and re-instate the Stated Rate for the Event of Default in question;

(b) the Loan Amount shall, at the option of Lender, become immediately due and payable; or

(c) The Lender may elect to leave the Loan Amount in place in which event, to the extent permitted by law, Default Rate shall apply to the remaining outstanding Loan Amount, instead of the Stated Rate.

SECTION 4. Representations and Warranties.

4.1 Borrower. Borrower represents and warrants to Lender as follows:

(a) Borrower has all requisite corporate authority and power to execute and deliver this Agreement and the Loan Documents and to perform its obligations thereunder. The execution and delivery of this Agreement and the Loan Documents, as well as the consummation of the transactions contemplated hereby and thereby, have been or will be duly and validly authorized by all necessary corporate action on the part of Borrower and no other action or proceedings on the part of Borrower are or will be necessary to authorize the execution, delivery and performance of this Agreement or the Loan Documents or the transactions contemplated hereby and thereby on the part of Borrower.

(b) This Agreement has been duly executed and delivered by Borrower and, assuming that this Agreement constitutes the legal, valid and binding obligation of Lender, constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with its terms except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity (the "Enforceability Exceptions"). Upon the execution and delivery by Borrower of the Promissory Note, the Promissory Note will constitute the legal, valid, and binding obligations of Borrower, enforceable against it in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement or the Promissory Note nor the consummation and performance of any of the transactions contemplated hereby or thereby by Borrower will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Borrower, provided, however, that no representation or warranty is made in this Section 4.1(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Borrower's ability to consummate transactions contemplated hereby.

4.2 Lender. Lender represents and warrants to Borrower as follows:

(a) Lender has all requisite authority and power to execute and deliver this Agreement and to perform Lender's obligations hereunder. No other action or proceedings on the part of Lender are or will be necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by Lender and, assuming that this Agreement constitutes the legal, valid and binding obligation of Borrower, constitutes the legal, valid, and binding obligation of Lender, enforceable against Lender in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement nor the consummation and performance of any of the transactions contemplated hereby or thereby by Lender will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Lender; provided, however, that no representation or warranty is made in this Section 4.2(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Lender' ability to consummate transactions contemplated hereby.

SECTION 5. Miscellaneous

5.1 Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a Party must be signed by an officer of that Party authorized to do so by the Party's member(s).

5.2 Merger; Entire Agreement. This Agreement and the Promissory Note constitute the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

5.3 Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received, if an email address is provided below) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Borrower:

Ronco Holdings, Inc.
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

With a copy, which shall not constitute notice, to:

John Cacomanolis
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL. 33401
Email: jcacomanolis@legalandcompliance.com

If to Lender:

John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

5.4 Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

5.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

5.7 Entire Agreement; Severability. This Agreement and Promissory Note set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersede any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

5.8 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

5.9 Transfer or Assignment. Notwithstanding Section 5.8:

(a) Borrower agrees that (i) the Lender may, subject to compliance with the remainder of this Section 5.9, assign all or a part of this Loan, and may issue participation interests in all or part of the Loan, in each case to any Affiliate of Lender; (ii) the Borrower shall be bound by any participation or assignment by Lender permitted hereunder. Lender may disclose to any prospective or actual participant any financial or credit information related to this Agreement and the Loan that the Borrower discloses to the Lender, provided, however, that Borrower, may as a condition to any such assignment or disclosure, require the applicable assignee or participant to execute a customary non-disclosure agreement with Borrower to protect Borrower's confidential information. Notwithstanding any such assignment, unless such assignment is in full, Borrower shall be entitled to deal solely with Lender under all of the Loan Documents and Lender may act to bind any such partial assignee.

(b) Prior to undertaking any assignment or transfer pursuant to Section 5.9(a), Lender shall provide to Borrower full information related to the proposed transferee or assignee ("Proposed Assignee"), including such information as Borrower may reasonably request regarding the ownership and operations of the Proposed Assignee, provided, however, that Lender may as a condition to any such disclosure, require Borrower to execute a customary non-disclosure agreement with Lender to protect Lender's or the proposed transferee's confidential information, and Borrower shall have a period of thirty (30) days to determine whether to consent to such assignment, including the Proposed Assignee, which consent shall not be unreasonably withheld or delayed.

(c) The parties acknowledge and agree that Borrower shall have the right to prohibit any assignment or transfer pursuant to Section 5.9(a) in the event that the completion of the proposed assignment or transfer would, either as a result of such transfer or assignment itself or due to the identity or ownership or control of the Proposed Assignee, would reasonably be expected by Borrower to (A) violate any applicable law; (B) cause an adverse effect on the ownership or operation of Borrower or any of Borrower's Affiliates; (C) cause any of Borrower or any of Borrower's Affiliates to be unable to use any exemption under the securities laws of the United States (whether due to "bad actor" limitations or otherwise); or (D) would impair the consummation of the transactions contemplated herein. Any prohibition on assignment or transfer pursuant to the terms and conditions of this Section 5.9(c) shall be deemed reasonable for purposes of Section 5.9(b).

5.10 Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

5.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

5.12 Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

5.13 Further Assurances. Following the Effective Date, each Party agrees to execute and deliver such further instruments and take such further action as may reasonably be requested by the other Party to effect the purposes of this Agreement.

5.14 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lender: John C. Kleinert

By: /s/ John C. Kleinert
Name: John C. Kleinert

Borrower: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to RHI-JK Loan Ag]*

Exhibit A

Promissory Note

(Attached)

Exhibit 6.17

**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND THIS NOTE AND ANY INTEREST THEREIN MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS AS EVIDENCED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE BORROWER.**

# PROMISSORY NOTE

$1,495,000 January 1, 2017
Maturity Date: June 30, 2018

For value received, Ronco Holdings, Inc., a Delaware corporation with a mailing address of 1800 Route 34 North, Building 4, Suite 404A, Wall, NJ 07719 (the "Borrower") unconditionally promises to pay to the order of John Kleinert, an individual resident of New Jersey with a mailing address of 1800 Route 34 North, Building 4, Suite 404A, Wall, NJ 07719 ("Lender"), without set-off, the principal amount of One Million Four Hundred and Ninety Five Thousand and No/100 Dollars ($1,495,000.00), together with loan fees, closing costs, and interest pursuant to the Loan Agreement entered into between the Borrower and the Lender as of the date hereof and pursuant to which Borrower is executing this Promissory Note (the "Loan Agreement"). This Promissory Note (this "Note") is entered into pursuant to the Loan Agreement. Terms used herein without definition shall have the meanings given in the Loan Agreement.

All funds due under this Note shall be due and payable in lawful money of the United States of America upon the times as set forth in the Loan Agreement, at Lender's offices or by wire transfer to Lender not later than 12:01 p.m. Eastern Time, on the date due. Funds received after that hour shall be deemed to have been received by Lender on the next following Business Day. If any payment is scheduled to become due and payable on a day which is not a Business Day, such payment shall instead become due and payable on the immediately following Business Day and interest on the principal portion of such payment shall be payable at the then applicable rate during such extension.

## INTEREST RATE

This Note shall bear interest on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 20.16% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained in this Note, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

If any fees, costs, expenses or advances are due and payable to Lender under this Note or the Loan Agreement, such fees, costs and advances shall bear interest at the Stated Rate. If interest is unpaid or deferred, it shall, except as otherwise specifically provided herein, bear interest at the Stated Rate. Unpaid and/or deferred interest shall be compounded monthly on the first day of each month. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of interest on a monthly basis and Borrower agrees thereto.

## PAYMENT SCHEDULE

The amounts due hereunder shall be paid, and applied, as set forth in the Loan Agreement.

Except as provided herein, nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to collect such delinquent payments and all interest and other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

## ADDITIONAL TERMS AND CONDITIONS

1. Waivers, Consents and Covenants. Borrower waives presentment, demand, notice of demand, notice of intent to accelerate, and notice of acceleration of maturity, protest, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to Borrower, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any endorsement or guaranty of this Note or the Loan Agreement.

2. Prepayments. Borrower may prepay the amounts due here pursuant to the terms of the Loan Agreement.

3. Events of Default. An Event of Default hereunder shall exist if any one or more of the Events of Default under the Loan Agreement shall occur.

4. Remedies upon Event of Default. Whenever there is an Event of Default, Lender shall have the rights and remedies set forth in the Loan Agreement.

5. Non-Waiver. The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of Lender's rights hereunder shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of Borrower to Lender in any other respect at any other time.

6. Applicable Law. The law of the state of New York, without giving effect to its conflict-of-law principles, govern all adversarial proceedings arising out of this Note.

7. Partial Invalidity. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or the validity of any other provision herein and the invalidity or unenforceability of any provision of this Note to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

8. Binding Effect. This Note shall be binding upon and inure to the benefit of Borrower and Lender and their respective successor, assigns, heirs and personal representatives.

9. NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date set forth above.

BORROWER: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit 6.18

LOAN AGREEMENT

RHI- PENSCO TRUST COMPANY, LLC, CUSTODIAN, FBO JOHN KLEINERT DATED APRIL 19, 2016 [JOHN KLEINERT IRA]

Dated as of February 17, 2017

This Loan Agreement (together with the exhibits and annexes hereto, this "Agreement") dated as of the date first set forth above (the "Effective Date"), is entered into by and between Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 ("Lender") and Ronco Holdings, Inc., a Delaware corporation (the "Borrower"). The Lender and the Borrower may be referred to herein collectively as the "Parties" and each individually as a "Party."

Whereas the Lender has previously loaned to Borrower certain funds, totaling, as of the Effective Date, $300,000 (collectively, the "Loan"); and

Whereas, the Parties are now entering into the Loan Documents (as defined below) for purposes of memorializing the Loan and the agreement of the Parties relating to the repayment thereof;

NOW, THEREFORE, in consideration of the agreements and covenants of the Parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Definitions

1.1 Definitions. For purposes of the Loan Documents (as defined below):

(a) "Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

(b) "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to close under the laws of the State of New Jersey.

(c) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

(d) "Default Rate" means the lesser of (i) twenty-four percent (24%) per year, calculated on the basis of a 360-day year, or (ii) the maximum lawful interest rate.

(e) "Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(f) "Insolvency Proceeding" means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(g) "Loan Documents" means (i) this Agreement and (ii) the Promissory Note.

(h) "Material Adverse Effect" means a material and adverse effect on (i) the business operations or condition (financial or otherwise) of Borrower or (ii) the ability of Borrower to repay the Total Amount Owed or otherwise perform its obligations under the Loan Documents.

(i) "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

SECTION 2. Loan Terms

2.1 Loan Made. The Parties acknowledge and agree that the Loan has already been made prior to the Effective Date, in the amount of $300,000 (the "Loan Amount"). Borrower hereby acknowledges receipt of the Loan Amount.

2.2 Deliveries and Actions. On the Effective Date:

(a) Borrower shall deliver to Lender a duly executed copy of each of this Agreement and the Promissory Note in the form as attached hereto as Exhibit A (the "Promissory Note"); and

(b) Lender shall deliver to Borrower a duly executed copy of this Agreement.

2.3 Total Amount Owed. Pursuant to the terms and conditions hereof, the Borrower shall repay to the order of the Lender the Total Amount Owed. The "Total Amount Owed" means:

(a) the Loan Amount; plus

(b) the fees, costs, expenses, and charges due under the Loan Documents, to the extent not already paid by Borrower.

2.4 Interest Rate. Interest shall accrue on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 24.00% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained herein, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against the Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

2.5 Term. The term of the Loan is the period from the date that the Loan, or any portion thereof, was originally made, to June 30, 2018 (the "Term").

2.6 Use of Funds. The Borrower shall use the Loan Amount for general corporate purposes.

2.7 Payment. The Borrower shall pay all accrued interest on the first Business Day of each month. On the final day of the Term (the "Maturity Date"), the Borrower shall pay all of the unpaid and accrued principal, interest, and all other accrued charges, fees, and the like. If the Borrower fails to pay to the Lender any amount due under any of the Loan Documents as and when due, and Borrowers has thereafter continued to fail to pay any such amounts for more than five (5) Business Days following Borrower's receipt from Lender of notice of such Failure, then Borrower shall pay to Lender an amount equal to ten percent (10%) of any such past due amount plus a service fee charge of $5,000 (collectively, the "Late Fee").

2.8 Prepayment. The Borrower may prepay all or a portion of the Loan Amount at any time. All prepayments shall be applied first to interest then due and payable and thereafter to the principal then owed. Following the time that Borrower has paid the Total Amount Owned in full, the Term shall automatically end without any further action of the Parties.

2.9 Application of Payments. All payments received hereunder shall be applied first to the payment of fees payable under the Loan Documents, then to any late fees, then to interest due and payable, with the balance being applied to principal, or in such other order as Lender shall determine at its option.

SECTION 3. Default

3.1 Breach. The following events shall constitute a breach of this Agreement (a "Breach"):

(a) the failure by Borrower to pay or perform any obligation, liability or indebtedness of Borrower to Lender under the Loan Documents as and when due, whether upon demand, at maturity or by acceleration;

(b) If Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by Borrower, or if an Insolvency Proceeding is commenced against Borrower and is not dismissed or stayed within thirty (30) days

(c) Borrower's voluntarily or involuntarily terminating or dissolving or being terminated or dissolved;

(d) Lender determining, in its reasonable discretion, that any representation or warranty made by Borrower in any Loan Document was materially untrue when made;

(e) failure of Borrower to timely deliver such documents as required by the Loan Documents;

(f) If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least one hundred fifty thousand dollars ($150,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) Business Days; or

(g) There being a final, binding and non-appealable determination or conviction by a court of competent jurisdiction that Borrower has violated any applicable law and such determination of conviction could reasonably be expected to have a Material Adverse Effect on Borrower.

3.2 Right to Cure. In the event of a Breach:

(a) Lender shall provide notice of such Breach to Borrower in accordance with the provisions of Section 5.3.

(b) Thereafter, Borrower shall have a period of five (5) Business Days to cure such Breach (the "Cure Period"). In the event that Borrower does so cure such Breach within the Cure Period, there shall be no additional effects hereunder.

(c) In the event that Borrower does not cure a Breach within the Cure Period, such Breach shall automatically become an "Event of Default" hereunder.

3.3 Remedies upon Event of Default. Whenever there is an uncured Event of Default under this Agreement:

(a) First, the Default Rate shall immediately apply to the remaining outstanding Loan Amount, instead of the Stated Rate, and additionally, if the Event of Default is based upon Borrower's failure to pay Lender any amount due under the Loan Documents, the Late Fee shall apply, provided that Borrower's cure of the Event of Default, including payment of all Late Fees, shall operate to discontinue the Default Rate and re-instate the Stated Rate for the Event of Default in question;

(b) the Loan Amount shall, at the option of Lender, become immediately due and payable; or

(c) The Lender may elect to leave the Loan Amount in place in which event, to the extent permitted by law, Default Rate shall apply to the remaining outstanding Loan Amount, instead of the Stated Rate.

SECTION 4. Representations and Warranties.

4.1 Borrower. Borrower represents and warrants to Lender as follows:

(a) Borrower has all requisite corporate authority and power to execute and deliver this Agreement and the Loan Documents and to perform its obligations thereunder. The execution and delivery of this Agreement and the Loan Documents, as well as the consummation of the transactions contemplated hereby and thereby, have been or will be duly and validly authorized by all necessary corporate action on the part of Borrower and no other action or proceedings on the part of Borrower are or will be necessary to authorize the execution, delivery and performance of this Agreement or the Loan Documents or the transactions contemplated hereby and thereby on the part of Borrower.

(b) This Agreement has been duly executed and delivered by Borrower and, assuming that this Agreement constitutes the legal, valid and binding obligation of Lender, constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with its terms except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (b) general principles of equity (the "Enforceability Exceptions"). Upon the execution and delivery by Borrower of the Promissory Note, the Promissory Note will constitute the legal, valid, and binding obligations of Borrower, enforceable against it in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement or the Promissory Note nor the consummation and performance of any of the transactions contemplated hereby or thereby by Borrower will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Borrower, provided, however, that no representation or warranty is made in this Section 4.1(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Borrower's ability to consummate transactions contemplated hereby.

4.2 Lender. Lender represents and warrants to Borrower as follows:

(a) Lender has all requisite authority and power to execute and deliver this Agreement and to perform Lender's obligations hereunder. No other action or proceedings on the part of Lender are or will be necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by Lender and, assuming that this Agreement constitutes the legal, valid and binding obligation of Borrower, constitutes the legal, valid, and binding obligation of Lender, enforceable against Lender in accordance with its terms except to the extent that the enforceability thereof may be limited by the Enforceability Exceptions.

(c) Neither the execution and delivery of this Agreement nor the consummation and performance of any of the transactions contemplated hereby or thereby by Lender will violate in any material respect any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over Lender; provided, however, that no representation or warranty is made in this Section 4.2(c) with respect to matters that would not, individually or in the aggregate, reasonably be expected to materially delay or materially impair Lender' ability to consummate transactions contemplated hereby.

SECTION 5. Miscellaneous

5.1 Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a Party must be signed by an officer of that Party authorized to do so by the Party's member(s).

5.2 Merger; Entire Agreement. This Agreement and the Promissory Note constitute the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

5.3 Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received, if an email address is provided below) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Borrower:

Ronco Holdings, Inc.
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

With a copy, which shall not constitute notice, to:

John Cacomanolis
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL. 33401
Email: jcacomanolis@legalandcompliance.com

If to Lender:

Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016
Denver Office
1560 Broadway, Ste. 400
Denver, CO 80202

5.4 Governing Law and Interpretation. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

5.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6 Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

5.7 Entire Agreement; Severability. This Agreement and Promissory Note set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersede any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

5.8 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

5.9 Transfer or Assignment. Notwithstanding Section 5.8:

(a) Borrower agrees that (i) the Lender may, subject to compliance with the remainder of this Section 5.9, assign all or a part of this Loan, and may issue participation interests in all or part of the Loan, in each case to any Affiliate of Lender; (ii) the Borrower shall be bound by any participation or assignment by Lender permitted hereunder. Lender may disclose to any prospective or actual participant any financial or credit information related to this Agreement and the Loan that the Borrower discloses to the Lender, provided, however, that Borrower, may as a condition to any such assignment or disclosure, require the applicable assignee or participant to execute a customary non-disclosure agreement with Borrower to protect Borrower's confidential information. Notwithstanding any such assignment, unless such assignment is in full, Borrower shall be entitled to deal solely with Lender under all of the Loan Documents and Lender may act to bind any such partial assignee.

(b) Prior to undertaking any assignment or transfer pursuant to Section 5.9(a), Lender shall provide to Borrower full information related to the proposed transferee or assignee ("Proposed Assignee"), including such information as Borrower may reasonably request regarding the ownership and operations of the Proposed Assignee, provided, however, that Lender may as a condition to any such disclosure, require Borrower to execute a customary non-disclosure agreement with Lender to protect Lender's or the proposed transferee's confidential information, and Borrower shall have a period of thirty (30) days to determine whether to consent to such assignment, including the Proposed Assignee, which consent shall not be unreasonably withheld or delayed.

(c) The parties acknowledge and agree that Borrower shall have the right to prohibit any assignment or transfer pursuant to Section 5.9(a) in the event that the completion of the proposed assignment or transfer would, either as a result of such transfer or assignment itself or due to the identity or ownership or control of the Proposed Assignee, would reasonably be expected by Borrower to (A) violate any applicable law; (B) cause an adverse effect on the ownership or operation of Borrower or any of Borrower's Affiliates; (C) cause any of Borrower or any of Borrower's Affiliates to be unable to use any exemption under the securities laws of the United States (whether due to "bad actor" limitations or otherwise); or (D) would impair the consummation of the transactions contemplated herein. Any prohibition on assignment or transfer pursuant to the terms and conditions of this Section 5.9(c) shall be deemed reasonable for purposes of Section 5.9(b).

5.10 Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

5.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

5.12 Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

5.13 Further Assurances. Following the Effective Date, each Party agrees to execute and deliver such further instruments and take such further action as may reasonably be requested by the other Party to effect the purposes of this Agreement.

5.14 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lender: Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016

By: _____
Name: _____
Title: _____

Borrower: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

*[Signature page to RHI-JK IRA Loan Ag]*

Exhibit A

Promissory Note

(Attached)

Exhibit 6.19

**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND THIS NOTE AND ANY INTEREST THEREIN MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS AS EVIDENCED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE BORROWER.**

# PROMISSORY NOTE

$300,000 January 1, 2017
Maturity Date: June 30, 2018

For value received, Ronco Holdings, Inc., a Delaware corporation with a mailing address of 1800 Route 34 North, Building 4, Suite 404A, Wall, NJ 07719 (the "Borrower") unconditionally promises to pay to the order of Pensco Trust Company, LLC, Custodian, FBO John Kleinert dated April 19, 2016 with a mailing address of Fredrick Schulman, 140 W31st Street Suite200, New York, NY 10001 ("Lender"), without set-off, the principal amount of Three Hundred Thousand and No/100 Dollars ($300,000.00), together with loan fees, closing costs, and interest pursuant to the Loan Agreement entered into between the Borrower and the Lender as of the date hereof and pursuant to which Borrower is executing this Promissory Note (the "Loan Agreement"). This Promissory Note (this "Note") is entered into pursuant to the Loan Agreement. Terms used herein without definition shall have the meanings given in the Loan Agreement.

All funds due under this Note shall be due and payable in lawful money of the United States of America upon the times as set forth in the Loan Agreement, at Lender's offices or by wire transfer to Lender not later than 12:01 p.m. Eastern Time, on the date due. Funds received after that hour shall be deemed to have been received by Lender on the next following Business Day. If any payment is scheduled to become due and payable on a day which is not a Business Day, such payment shall instead become due and payable on the immediately following Business Day and interest on the principal portion of such payment shall be payable at the then applicable rate during such extension.

## INTEREST RATE

This Note shall bear interest on the Loan Amount (to the extent not paid or repaid at any such time) at the rate of 24.00% per annum, calculated on the basis of a 360-year day (the "Stated Rate"). Notwithstanding any other provision contained in this Note, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other fees or charges that is in excess of the maximum permitted by applicable law (the "Maximum Rate"). Any payment in excess of such Maximum Rate shall be refunded to Borrower or credited against Total Amount Owed, at the option of Lender. Interest at the Stated Rate set forth above, unless otherwise indicated, shall be calculated on the basis of actual number of days (including the first day but excluding the last day) elapsed but computed as if each calendar year consisted of 360 days (unless the calculation would result in an interest rate greater than the Maximum Rate, in which event interest will be calculated on the basis of a year of 365 or 366 days, as the case may be).

If any fees, costs, expenses or advances are due and payable to Lender under this Note or the Loan Agreement, such fees, costs and advances shall bear interest at the Stated Rate. If interest is unpaid or deferred, it shall, except as otherwise specifically provided herein, bear interest at the Stated Rate. Unpaid and/or deferred interest shall be compounded monthly on the first day of each month. Borrower acknowledges that the foregoing, and other provisions of this Note, shall result in compounding of interest on a monthly basis and Borrower agrees thereto.

## PAYMENT SCHEDULE

The amounts due hereunder shall be paid, and applied, as set forth in the Loan Agreement.

Except as provided herein, nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to collect such delinquent payments and all interest and other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

## ADDITIONAL TERMS AND CONDITIONS

1. Waivers, Consents and Covenants. Borrower waives presentment, demand, notice of demand, notice of intent to accelerate, and notice of acceleration of maturity, protest, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to Borrower, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any endorsement or guaranty of this Note or the Loan Agreement.

2. Prepayments. Borrower may prepay the amounts due here pursuant to the terms of the Loan Agreement.

3. Events of Default. An Event of Default hereunder shall exist if any one or more of the Events of Default under the Loan Agreement shall occur.

4. Remedies upon Event of Default. Whenever there is an Event of Default, Lender shall have the rights and remedies set forth in the Loan Agreement.

5. Non-Waiver. The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of Lender's rights hereunder shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of Borrower to Lender in any other respect at any other time.

6. Applicable Law. The law of the state of New York, without giving effect to its conflict-of-law principles, govern all adversarial proceedings arising out of this Note.

7. Partial Invalidity. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or the validity of any other provision herein and the invalidity or unenforceability of any provision of this Note to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

8. Binding Effect. This Note shall be binding upon and inure to the benefit of Borrower and Lender and their respective successor, assigns, heirs and personal representatives.

9. NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date set forth above.

BORROWER: Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Exhibit 6.20

Amendment and Restatement of Promissory Note

Dated as of February 17, 2017
(Ronco Holdings, Inc. - Fredrick Schulman)

This Amendment and Restatement of Promissory Note (this "Amendment") is entered into and is executed and delivered as of the date first set forth above by and between Fredrick Schulman, Attorney at Law, as Agent ("Holder") for Angelo Balbo Management, LLC, and Ronco Holdings, Inc., a Delaware corporation (the "Company").

Whereas, Holder and the Company are parties to that certain Promissory Note dated as of June 30, 2013, as attached hereto as Exhibit A (the "Note"); and

Whereas, Holder and the Company wish to amend and restate the Note in its entirety as set forth herein;

Now, therefore, in consideration of the premises and the covenants and agreements contained herein and in the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Holder and the Company agree as follows:

1. Effective as of the date hereof, the Note is hereby amended and restated in its entirety to be in the form as attached hereto as Exhibit B (the "Amended and Restated Note"). Holder and the Company agree to execute and deliver the Amended and Restated Note as of the date hereof.

2. Holder hereby waives any Event of Default under the Note or the Amended and Restated Note occurring prior to the date hereof, including, without limitation, any Event of Default occurring as a result of the failure to pay any amounts due thereunder by the original Maturity Date.

3. Miscellaneous.

   (a) Defined terms used herein without definition shall have the meaning given to them in the Amended and Restated Note.

   (b) This Amendment will be binding upon the Company and Holder and will inure to the benefit of their respective successors and assigns.

   (c) This Amendment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New York, without application of the conflicts of laws provisions thereof. Except as amended or waived herein, the Note shall remain in full force and effect.

   (d) This Amendment may be executed in counterpart signature pages and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original of one instrument for all intents and purposes.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Fredrick Schulman

By: /s/ Fredrick Schulman
Name: Fredrick Schulman

*[Signature page to Amendment of Schulman Promissory Note]*

Exhibit A

Promissory Note

(Attached)

Exhibit B

Amended and Restated Promissory Note

(Attached)

Exhibit 6.21

AMENDED AND RESTATED PROMISSORY NOTE

U.S. $1,663,236 January 1, 2017

FOR VALUE RECEIVED, Ronco Holdings, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of Fredrick Schulman, Attorney at Law, as Agent, or assigns (the "Holder"), the principal amount of One Million Six Hundred Sixty Three Thousand Two Hundred Thirty Six and No/100 Dollars ($1,663,236.00), together with interest on such principal amount under this Amended and Restated Promissory Note (this "Note") at the per annum rate of eighteen percent (18%) (calculated on a monthly basis by multiplying the average daily balance of the principal outstanding during the calendar month by the interest rate then in effect), which interest shall be payable on the last day of each calendar month in arrears and as to principal, on June 30, 2018, on which date (the "Maturity Date") all outstanding principal and accrued but unpaid interest shall be due and payable. This Note amends and restates in its entirety the Promissory Note between the Company and Holder dated as of June 30, 2013, in the principal amount of $1,100,000, which, following the execution and delivery of this Note shall be deemed of no further force or effect. The parties hereby acknowledge and agree that Holder is acting as agent hereunder for the benefit of Angelo Balbo Management, LLC.

1. Payments. Amounts payable on this Note shall be paid in cash and shall be made by wire transfer of immediately available U.S. Dollars to such account of the Holder as the Holder shall designate in writing to the Company.

2. Subordination. All payments due under this Note shall be subordinated to the prior payment by the Company of all amounts that are borrowed by the Company, from time to time, from a bank or other lender and that are secured by the accounts receivable and the inventory, or other assets of the Company; provided, however, so long as the Company is not in default of its obligations to such bank or other lender with respect to such borrowings, the Company shall not be prohibited from paying the interest accruing under this Note. At the request of such bank or other institutional lender, the Holder shall execute and deliver to such bank or other institutional lender a subordination agreement in connection with the foregoing containing such terms and conditions as may be reasonably requested by such bank or other lender.

3. Prepayment. The Company may prepay this Note in whole or in part at any time without penalty upon not less than three (3) days' prior notice. Upon prepayment of this Note in part and upon written request by the Company, the Holder shall surrender this Note and the Company shall issue a substitute note of like tenor in the amount of the then unpaid principal amount. Upon payment of this Note in full, this Note shall be surrendered by the Holder and cancelled.

4. Withholding. If required by any Federal, state or local law, the Company shall withhold any required amounts from payments due to the Holder for payment to the appropriate taxing authority, provided that prior to any such withholding, the Company shall provide the Holder with notice that such withholding is required by law and provide the Holder with the opportunity to contest such claim prior to paying any amounts to any such authority. Notwithstanding the foregoing, the Company may make such payments in its sole and absolute discretion. Any amounts so withheld hereunder will be treated as a payment by the Company to the Holder.

5. Events of Default. The entire unpaid principal amount under this Note shall forthwith become and be due and payable if any one or more of the following events (herein called "Events of Default") shall have occurred and be continuing:

(a) the Company shall fail to pay any amounts owed hereunder when due and such default continues for a period of ten (10) days (referred to herein as the "grace period");

(b) if the Company shall:

(i) admit in writing its inability to pay its debts generally as they become due;
(ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act;
(iii) make an assignment for the benefit of creditors; or
(iv) consent to the appointment of a receiver of the whole or any substantial part of its assets;

(c) if a court of competent jurisdiction shall enter an order, judgment, or decree appointing, without the consent of the Company, a receiver of the whole or any substantial part of Company's assets, and such order, judgment or decree shall not be vacated or set aside or stayed within 90 days from the date of entry thereof;

(d) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Company's assets and such custody or control shall not be terminated or stayed within 90 days from the date of assumption of such custody or control.

Failure by the Holder to take action with respect to any Event of Default shall not constitute a waiver of the right to take action in the event of any subsequent Event of Default.

6. Remedies. In case any one or more of the Events of Default specified in Section 7 hereof shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights either by suit in equity and/or by action at law, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or the Holder may proceed to enforce the payment of all sums due upon this Note or to enforce any other legal or equitable right of the Holder.

7. Amendments and Waivers. Any term of this Note may be amended and the observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Holder.

8. Assignability. This Note shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Holder and its successors and assigns.

9. Maximum Interest Rate. Regardless of any provision contained herein, Holder shall never be entitled to contract for, charge, take, reserve, receive, or apply, as interest on this note any amount in excess of the Highest Lawful Rate (as hereinafter defined). If Holder ever contracts for, charges, takes, reserves, receives, or applies as interest any such excess, it shall be deemed a partial prepayment of principal and treated hereunder as such; and, if the principal hereof is paid in full, any remaining excess shall promptly be paid to Company. In determining whether interest paid or payable exceeds the Highest Lawful Rate, Company and Holder shall, to the maximum extent permitted under applicable Law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "spread" the total amount of interest throughout the entire contemplated term hereof; provided that, if the principal hereof is paid in full prior to the end of the full contemplated term hereof, and if the interest received for the actual period of existence exceeds the Highest Lawful Rate, Holder shall refund the excess, and, in such event, Holder shall not be subject to any penalties provided by any Laws for contracting for, charging, taking, reserving, or receiving interest in excess of the Highest Lawful Rate. As used herein, the term "Highest Lawful Rate" means the maximum rate of interest (or, if the context requires, an amount calculated at such rate) which Holder is allowed to contract for, charge, take, reserve, or receive under applicable federal or state (whichever is higher) law from time to time in effect after taking into account, to the extent required by applicable federal or state (whichever is higher) law from time to time in effect, any and all relevant payments or charges under this Note.

10. Notices.

(a) All notices, requests, consents and other communications hereunder will be in writing and will be mailed (a) if delivered from within the domestic United States, by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or (b) if delivered from outside the United States, by International Federal Express. All notices, requests, consents and other communications hereunder will be deemed given (i) if delivered by first-class registered or certified mail domestic, three business days after so mailed, (ii) if delivered by nationally recognized overnight carrier, one business day after so mailed and (iii) if delivered by International Federal Express, two business days after so mailed, and will be delivered and addressed (x) if to the registered Holder, to the address of such Holder as shown on the books of the Company, or (y) if to the Company, to the following address or to such other address as the Company may designate by notice to the Holder:

Ronco Holdings, Inc.
15505 Long Vista Drive Austin, TX 78728
Attn: William Moore, CEO
Fax No.: (512) 238-1136

(b) Any party may give any notice, request, consent or other communication under this Note using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section.

11. Severability. The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

12. Governing Law. This Note shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY. Any action or proceeding brought for the purpose of enforcement of any term or provision of this Note shall be brought only in the New York Supreme Court, County of New York, or the United States District Court for the Southern District of New York and the parties hereto irrevocably submits to such jurisdiction, which shall be exclusive. The parties hereby waive any and all rights to trial by jury.

13. Waivers. The non-exercise by either party of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

14. Lost Documents. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and upon surrender and cancellation of such Note, if mutilated, the Company will make and deliver in lieu of such Note a new Note of like tenor and unpaid principal amount and dated as of the original date of this Note.

15. Waiver. The Company and all others who may become liable for payment of the indebtedness evidenced by this Note do hereby waive presentment and demand for payment, notice of dishonor, protest and notice of protest and non-payment and all other notices of any kind, other than notices specifically required by this Note.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Note as of the date first written above.

RONCO HOLDINGS, INC.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

AGREED AND ACCEPTED BY HOLDER:

By: /s/ Fredrick Schulman
By: Fredrick Schulman, Attorney at Law, as Agent

*[Signature page to Amended and Restated Schulman Note]*

Exhibit 6.22

# GUARANTY AGREEMENT

Dated as of February 17, 2017

This Guaranty Agreement, dated and effective as of the date first set forth above (as amended, restated or modified from time to time, the "Guaranty"), and is made by Ronco Brands, Inc., a Delaware corporation (the "Guarantor"), in favor of RNC Investors, LLC (the "Lender"). Each of Guarantor and Lender may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and Ronco Holdings, Inc., a wholly owned subsidiary of Guarantor ("Borrower") as borrower, which was acquired from Ronco Acquisition by RFL Enterprises, LLC ("RFL") and which RFL has subsequently assigned to Lender, as attached to the Repayment Agreement (as defined below) as Exhibit A (the "Laurus Note"), Borrower owes to Lender, as of December 31, 2016, the sum of $12,323,072.32 (the "Note Amount");

WHEREAS, Borrower is also indebted to Lender pursuant to an additional loan, which has a currently outstanding and payable amount of $1,500,000 and which is evidenced by the Loan Agreement by and between the Lender and Borrower dated as of the date hereof (the "Loan Agreement") and the promissory note as attached to the Loan Agreement as Exhibit A (the "2nd Note", and, together with the Laurus Note, collectively the "Notes" and each a "Note," with such loan evidenced by the 2nd Note being referenced herein as the "Loan" and, together with the Note Amount, the obligations of Borrower under the 2nd Note and the obligations of Borrower and Guarantor under the Repayment Agreement, the "Obligations");

WHEREAS, in order to induce Lender to continue to hold the Notes and the Loan, Guarantor, Lender and Borrower have entered into that certain Repayment Agreement, dated as of the date hereof (the "Repayment Agreement"), which Repayment Agreement contemplates the entering into of this Guaranty;

WHEREAS, in order to induce Lender to continue to hold the Notes and the Loan, Guarantor has agreed to execute and deliver this Guaranty to Lender, for the benefit of Lender, as security for the Obligations; and

WHEREAS, Guarantor is the sole shareholder of the Borrower and will significantly benefit from the Borrower continuing to have the benefits under the Notes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties each intending to be legally bound, hereby do agree as follows:

## 1. OBLIGATIONS GUARANTEED; LIMITATION

Subject to the limitation below, Guarantor hereby guarantees and becomes surety to Lender for the full, prompt and unconditional payment of the Obligations, when and as the same shall become due, whether at the stated maturity date, by acceleration or otherwise, and the full, prompt and unconditional performance of each term and condition to be performed by Borrower under the Notes and the Repayment Agreement. This Guaranty is a primary obligation of the Guarantor and shall be a continuing inexhaustible Guaranty. This is a guaranty of payment and not of collection. Lender may require Guarantor to pay and perform their liabilities and obligations under this Guaranty and may proceed immediately against the Guarantor without being required to bring any proceeding or take any action against Borrower or any other individual, company, body corporate, association, partnership, limited liability company, firm, joint venture, trust and governmental agency (each a "Person") prior thereto; the liability of Guarantor hereunder being independent of and separate from the liability of Borrower, any other guarantor, any other Person, and the availability of other collateral security for the Notes or the Loan or the Repayment Agreement. Notwithstanding the forgoing or anything to the contrary herein, Guarantor shall not be obligated to pay to Lender or any other Person a total amount in excess of $13,823,072.32, plus interest at the rate specified in the Laurus Note or the 2nd Note, as applicable, through the date of repayment pursuant to this Guaranty.

2. DEFINITIONS

All capitalized terms used in this Guaranty that are defined in the Laurus Note shall have the meanings assigned to them in the Laurus Note, unless the context of this Guaranty requires otherwise.

3. REPRESENTATIONS AND WARRANTIES. The Guarantor represents and warrants to Lender as follows:

3.1. Organization, Powers. The Guarantor is duly incorporated and validly exists and is in good standing under the laws of the State of Delaware. The Guarantor has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated and has the power and authority to execute, deliver and perform and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Guaranty.

3.2. Execution of Guaranty. This Guaranty has been duly executed and delivered by the Guarantor. The execution, delivery and performance of this Guaranty will not: (i) violate any provision of any law, rule or regulation, any judgment, order, writ, decree or other instrument of any governmental authority, or any provision of any contract or other instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound; (ii) result in the creation or imposition of any lien, claim or other encumbrance of any nature or kind, other than the liens created by the Notes or the Loan or this Guaranty, or (iii) require any consent from, exemption of, or filing or registration with, any governmental authority or any other Person.

3.3. Obligations of Guarantor. This Guaranty is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by equitable principles which may affect the availability of specific performance and other equitable remedies. This Guaranty was entered into by Guarantor for commercial purposes.

4. NO LIMITATION OF LIABILITY

4.1. Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Lender may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness of this Guaranty: (i) change the manner, place or terms of payment of (including, without limitation, any increase or decrease in the principal amount of the Obligations or the interest rate), and/or change or extend the time for payment of, or renew, supplement or modify, any of the Obligations, any security therefor, and the Guaranty herein made shall apply to the Obligations as so changed, extended, renewed, supplemented or modified; (ii) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order, any property securing the Obligations; (iii) supplement, modify, amend or waive, or enter into or give any agreement, approval, waiver or consent with respect to, any of the Obligations, or any part thereof, or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iv) exercise or refrain from exercising any rights against Borrower or other Persons (including Guarantor) or against any security for the Obligations; (v) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Obligations, or any part thereof; (vi) accept partial payments on the Obligations; (vii) receive and hold additional security or guaranties for the Obligations, or any part thereof; (viii) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Lender, in its sole and absolute discretion, may determine; (ix) add, release, settle, modify or discharge the obligation of any maker, endorser, guarantor, surety, obligor or any other Person who is in any way obligated for any of the Obligations, or any part thereof; (x) settle or compromise any Obligation and, whether voluntarily or involuntarily, dispose of any security therefor (with or without consideration and in whatever manner Lender deems appropriate), and subordinate the payment of any of the Obligations, whether or not due, to the payment of liabilities owing to creditors of Borrower other than Lender and Guarantor; (xi) consent to the merger, change or any other restructuring or termination of the corporate existence of Borrower or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations; (xii) apply any sums it receives, by whomever paid or however realized, to any of the Obligations and/or (xiii) take any other action which might constitute a defense available to, or a discharge of, Borrower or any other Person (including Guarantor) in respect of the Obligations.

4.2. The invalidity, irregularity or unenforceability of all or any part of the Obligations or the Notes or the Loan, or the impairment or loss of any security therefor, whether caused by any action or inaction of Lender, or otherwise, shall not affect, impair or be a defense to any of the Guarantor's obligations under this Guaranty.

4.3. Guarantor expressly waives, to the fullest extent permitted by applicable law, any and all defenses which Guarantor shall or may have as of the date hereof arising or asserted by reason of: (i) any disability or other defense of Borrower, or any other guarantor for the Obligations, with respect to the Obligations; (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Borrower, or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations (other than contingent indemnification obligations)); (iv) any failure of Lender to marshal assets in favor of Borrower or any other Person; (v) any failure of Lender to give notice of sale or other disposition of Collateral to Borrower or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral; (vi) any failure of Lender to comply with applicable laws in connection with the sale or other disposition of any Collateral or other security for any Obligations, including, without limitation, any failure of Lender to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Obligations; (vii) any act or omission of Lender or others that directly or indirectly results in or aids the discharge or release of Borrower or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of law or otherwise; (viii) any law which provides that the obligation of a surety or guarantor must neither be larger in amount or in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Lender to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Lender, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of Collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Lender for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Lender that is authorized by this Section or any other provision of the Notes. Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

4.4. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until such date (the "Termination Date") as all Obligations owing by the Borrower to Lender shall have been indefeasibly paid in full and for cash and all obligations of Borrower with respect to any of the Obligations shall have terminated or expired (other than contingent indemnification obligations).

5. LIMITATION ON SUBROGATION

Until the Termination Date, Guarantor waives any present or future right to which Guarantor is or may become entitled to be subrogated to Lender's rights against Borrower or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of Lender against Borrower or any security which Lender now has or hereafter acquires, whether or not such claim, right or remedy arises under contract, in equity, by statute, under common law or otherwise. If, notwithstanding such waiver, any funds or property shall be paid or transferred to Guarantor on account of such subrogation, contribution, reimbursement, or indemnification at any time when all of the Obligations have not been paid in full, the Guarantor shall hold such funds or property in trust for Lender and shall forthwith pay over to Lender such funds and/or property to be applied by Lender to the Obligations.

6. EVENTS OF DEFAULT

Each of the following shall constitute a default (each, an "Event of Default") hereunder:

6.1. The occurrence of any default under either Note;

6.2. A breach by Guarantor or Borrower of any term, covenant, condition, obligation or agreement under this Guaranty or the Repayment Agreement; and

6.3. Any representation or warranty made by Guarantor in this Guaranty shall prove to be false, incorrect or misleading in any material respect as of the date when made.

7. REMEDIES.

7.1. Upon the occurrence of an Event of Default, all liabilities and obligations of Guarantor hereunder shall become immediately due and payable without demand or notice and, in addition to any other remedies provided by law or in equity, Lender may:

7.1.1. Enforce the obligations of Guarantor under this Guaranty.

7.1.2. To the extent not prohibited by and in addition to any other remedy provided by law or equity, setoff against any of the Obligations any sum owed by Lender in any capacity to Guarantor whether due or not.

7.1.3. Perform any covenant or agreement of Guarantor in default hereunder (but without obligation to do so) and in that regard pay such money as may be required or as Lender may reasonably deem expedient. Any costs, expenses or fees, including reasonable attorneys' fees and costs, incurred by Lender in connection with the foregoing shall be included in the Obligations guaranteed hereby, and shall be due and payable on demand, together with interest at the highest non-usurious rate permitted by applicable law, such interest to be calculated from the date of such advance to the date of repayment thereof. Any such action by Lender shall not be deemed to be a waiver or release of Guarantor hereunder and shall be without prejudice to any other right or remedy of Lender.

7.2. Settlement of any claim by Lender against Borrower and whether voluntary or involuntary, shall not reduce the amount due under the terms of this Guaranty, except to the extent of the amount actually paid by Borrower or any other obligated Person and legally retained by Lender in connection with the settlement (unless otherwise provided for herein).

8. MISCELLANEOUS.

8.1. Disclosure of Financial Information. Lender is hereby authorized to disclose any financial or other information about Guarantor to any governmental authority having jurisdiction over Lender or to any present, future or prospective participant or successor in interest in the Notes or the Loan. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Guarantor.

8.2. Remedies Cumulative. The rights and remedies of Lender, as provided herein and in the Notes, shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Lender at law or in equity. The failure, at any one or more times, of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Lender shall have the right to take any action it deems appropriate without the necessity of resorting to any Collateral securing this Guaranty.

8.3. Integration. This Guaranty, the Repayment Agreement and the Notes constitute the sole agreement of the Parties with respect to the transactions contemplated hereby and thereby and supersede all oral negotiations and prior writings with respect thereto.

8.4. Attorneys' Fees and Expenses. If Lender retains the services of counsel by reason of a claim of an Event of Default hereunder or under either of the Notes, or on account of any matter involving this Guaranty, or for examination of matters subject to Lender's approval under the applicable Note, all costs of suit and all reasonable attorneys' fees and such other reasonable expenses so incurred by Lender shall forthwith, on demand, become due and payable and shall be guaranteed hereby. Except as expressly provided herein, all costs and expenses incurred in connection with this Guaranty and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

8.5. No Implied Waiver. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

8.6. Waiver. Except as otherwise provided herein or in the applicable Note, Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations and waives notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest or dishonor, and all other notices to which the Guarantor might otherwise be entitled or which might be required by law to be given by Lender. Guarantor waives the right to any stay of execution and the benefit of all exemption laws, to the extent permitted by law, and any other protection granted by law to guarantors, now or hereafter in effect with respect to any action or proceeding brought by Lender against it. Guarantor irrevocably waives all claims of waiver, release, surrender, alteration or compromise and the right to assert against Lender any defenses, set-offs, counterclaims, or claims that the Guarantor may have at any time against Borrower or any other party liable to Lender.

8.7. No Third Party Beneficiary. Except as otherwise provided herein, Guarantor and Lender do not intend the benefits of this Guaranty to inure to any third party and no third party (including Borrower) shall have any status, right or entitlement under this Guaranty.

8.8. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Guaranty shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

8.9. Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Guaranty shall bind, and the benefits thereof shall inure to, the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that this Guaranty cannot be assigned by Guarantor without the prior written consent of Lender, and any such assignment or attempted assignment by the Guarantor shall be void and of no effect with respect to the Lender.

8.10. Modifications. This Guaranty may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

8.11. Headings. The headings contained in this Guaranty are intended solely for convenience and shall not affect the rights of the Parties to this Guaranty.

8.12. Sales or Participations. Lender may from time to time sell or assign either Note and/or the Loan, in whole or in part, or grant participations in either Note and/or the obligations evidenced thereby without the consent of Borrower or Guarantor (other than as provided in the Notes). The holder of any such sale, assignment or participation, if the applicable agreement between Lender and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Lender (to the extent of such holder's interest or participation); and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Guarantor (to the extent of such holder's interest or participation), in each case as fully as though Guarantor was directly indebted to such holder. Lender may in its discretion give notice to Guarantor of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Lender's or such holder's rights hereunder.

8.13. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Guaranty shall be deemed to be given if given in writing (including email with return receipt requested and received) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Lender:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

If to Guarantor:

Ronco Brands, Inc.
Attn: Bill Moore
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719
Email: bill@ronco.com

8.14. Governing Law. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

8.15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.15.

8.16. Continuing Enforcement. If, after receipt of any payment of all or any part of the Obligations, Lender is compelled or reasonably agrees, for settlement purposes, to surrender such payment to any Person for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Guaranty shall continue in full force and effect or be reinstated, as the case may be, and Guarantor shall be liable for, and shall indemnify, defend and hold harmless Lender with respect to the full amount so surrendered. The provisions of this Section shall survive the termination of this Guaranty and shall remain effective notwithstanding the payment of the Obligations, the cancellation of either Note or the Loan or any other action which Lender may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the Obligations having become final and irrevocable.

8.17. Counterparts. This Guaranty may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Guaranty.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed and delivered this Guaranty as of the day and year first above written.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RNC Investors, LLC

By: /s/ John C. Kleiner
Name: John C. Kleinert
Title: Managing Member

*[Signature page to Guaranty Agreement]*

Exhibit 6.23

# REPAYMENT AGREEMENT

Dated as of February 17, 2017

This Repayment Agreement, dated and effective as of the date first set forth above (as amended, restated or modified from time to time, this "Agreement"), and is entered into by and between Ronco Brands, Inc., a Delaware corporation ("Guarantor"), Ronco Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of Guarantor ("Borrower"), and RNC Investors, LLC (the "Lender"). Each of Guarantor, Borrower and Lender may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Borrower is the borrower pursuant to that certain Amended and Restated Secured Promissory Note, originally issued on January 14, 2011 and amended and restated on September 30, 2011, originally between Ronco Acquisition, LLC ("Ronco Acquisition") as holder and Borrower as borrower, which was acquired from Ronco Acquisition by RFL Enterprises, LLC ("RFL") and which RFL has subsequently assigned to Lender, as attached hereto as Exhibit A (the "Laurus Note"), pursuant to which Lender is now the lender/payee thereunder;

WHEREAS, Borrower is also indebted to Lender pursuant to an additional loan, which has a currently outstanding and payable amount of $1,500,000 and which is evidenced by the Loan Agreement by and between the Lender and Borrower dated as of the date hereof (the "Loan Agreement") and the promissory note as attached to the Loan Agreement as Exhibit A (the "2nd Note", and, together with the Laurus Note, collectively the "Notes" and each a "Note," with such loan evidenced by the 2nd Note being referenced herein as the "Loan");

WHEREAS, Guarantor has guaranteed certain obligations of Borrower to Lender under the Notes and the Loan pursuant to that certain Guaranty Agreement by and between Guarantor and Lender, dated as of the date hereof (the "Guaranty Agreement"); and

WHEREAS, the Parties hereto now wish to set forth certain agreements between them related to the Notes and the repayment thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby do agree as follows:

1. Debt. The Parties acknowledge and agree that the outstanding amount under the Laurus Note as of December 31, 2016 totals $12,323,072.32, and the current outstanding amount under the 2nd Note as of December 31, 2016 totals $1,500,000.00, resulting in a total amount owned by Borrower (and Guarantor pursuant to the Guaranty Agreement), of $13,823,072.32 (collectively, the "Current Debt").

2. Repayment. Notwithstanding the amount of the Current Debt and the repayment terms thereof as set forth in the Notes, and further notwithstanding any contrary provisions of the Notes, the Parties acknowledge and agree that the repayment of the Notes shall be limited to, and shall be made, as follows:

    (a) In the event that either Borrower or Guarantor undertake one or more sales or issuances of either of their securities following the Effective Date (each, an "Issuance"), following the payment of all related underwriter/placement agent commissions and reimbursements, offering expenses and credit card fees (the forgoing expected to total $3,400,000), the first $4,000,000 received by either of Borrower or Guarantor from such Issuances shall be paid to Lender as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $8,323,072 of principal and accrued interest as of December 31, 2016).

(b) Borrower and Guarantor shall thereafter be entitled to retain the next $5,000,000 received by Borrower or Guarantor from any Issuances, to be used by Borrower and Guarantor for working capital and general corporate purposes.

(c) Borrower and Guarantor shall thereafter pay to Lender the next $2,500,000.00 as partial payment under the Laurus Note (leaving a balance on the Laurus Note of $5,323,072 of principal and accrued interest as of December 31, 2016).

(d) Borrower and Guarantor shall thereafter be entitled to retain the remaining proceeds received by Borrower or Guarantor from any Issuances, to be used by Borrower and Guarantor for working capital and general corporate purposes.

(e) For the avoidance of doubt, the Parties acknowledge and agree that any amounts outstanding under the Notes at any time shall continue to accrue interest at the rate stated in the Notes, until such amounts are fully paid.

3. Conflict.

(a) To the extent that the provisions of Section 2 conflict with the terms of the Laurus Note, the Laurus Note shall be deemed amended to provide as set forth in Section 2, and the terms and conditions of the repayment of the Laurus Note shall be controlled by such Section 2 following the date hereof. Other than as amended or deemed amended herein, the Laurus Note shall remain in full force and effect.

(b) Upon fulfillment by Borrower or Guarantor of the repayment obligations as set forth in Section 2, the Laurus Note and the Loan and the 2nd Note shall be deemed paid in full, and shall be of no further force or effect.

4. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including email with return receipt requested and received) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addresser) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified, or if sent via email, when return receipt has been received:

If to Lender:

RNC Investors, LLC
Attn: John Kleinert
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719

If to Guarantor or Borrower:

Ronco Brands, Inc.
Attn: Bill Moore
1800 Route 34 North, Building 4, Suite 404A
Wall, NJ 07719
Email: bill@ronco.com

5. Governing Law. This Agreement shall be governed and controlled by and in accordance with the laws of the State of New York without regard to its conflict of laws provision. Venue for any action brought to enforce the terms of this Agreement or for breach thereof shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The Parties affirm that this Agreement is the product of negotiation and agree that it shall not be construed against any Party on the basis of sole authorship. The Parties agree that the successful Party in any suit related to this Agreement (as determined by the applicable court(s)) shall be entitled to recover its reasonable attorneys' fees and expenses related thereto, including attorneys' fees and costs incident to an appeal.

6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE OR IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THE PERFORMANCE THEREOF (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

7. Remedies. Each of the Parties acknowledges and agrees that the remedy at law available to the other Party for breach of any Party's obligations under this Agreement would be inadequate and that damages flowing from such a breach may not readily be susceptible to being measured in monetary terms. Accordingly, each Party acknowledges, consents and agrees that, in addition to any other rights or remedies that any Party may have at law, in equity or under this Agreement, upon adequate proof of a violation by any other Party of any provision of this Agreement, the first Party will be entitled to seek immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach, without the necessity of proof of actual damage or requirement to post a bond.

8. Entire Agreement. This Agreement, the Laurus Note and the Guaranty Agreement set forth the entire agreement between the Parties with respect to the subject matter hereof and fully supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. The Parties acknowledge that each has not relied on any representations, promises, or agreements of any kind made to the other in connection with each Party's decision to accept this Agreement, except for those set forth in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties have participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties thereto and no presumption of burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement.

9. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all of the Parties wherein specific reference is made to this Agreement.

10. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

11. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

12. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns. No Party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which any such Party may withhold in its absolute discretion. Any purported assignment without such prior written consents shall be void.

13. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any person or entity not a Party or a permitted assignee of a Party to this Agreement.

14. Expenses. Except as expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

15. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

Ronco Brands, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

Ronco Holdings, Inc.

By: /s/ William M. Moore
Name: William M. Moore
Title: Chief Executive Officer

RNC Investors, LLC

By: /s/ John C. Kleinert
Name: John C. Kleinert
Title: Managing Member

*[Signature page to Repayment Agreement]*

Exhibit A
Laurus Note

(Attached)

Exhibit 6.24

**API AND DATA LICENSE AGREEMENT**

This API and Data License Agreement ("Agreement") applies to your access to, and use of, the content, documentation, code, data and related materials made available by Direct Transfer, LLC. ("Direct Transfer") to you (collectively, the "Content"), including through the use of the Direct Transfer application programming interface (the "API", together with Content, "Direct Transfer Materials"). By using any Direct Transfer Materials, you agree to this Agreement.

**1. Description, Licenses, and Restrictions**

1.1 Direct Transfer Services and API. Direct Transfer has created, owns and maintains proprietary tools and technology, negotiated third-party integrations, and has operational processes to provide certain back-end tools, technology, and compliance management services to persons conducting, managing and/or advising technology-driven capital raises via offerings of debt and/or equity securities (the "Service" or "Services"). The Direct Transfer API consists of programmatic web APIs, interface definitions, generated code libraries and associated tools and documentation that allow you to create software application(s) or website(s) ("Application"), which will create, read, update or delete certain content from the online platform of Direct Transfer ("Platform"), including but not limited to activities as it relates to the act of creating a shareholder (the "Content").

1.2 Developer API Keys. In order to utilize the API, you must be granted a unique API key from Direct Transfer that associates an offering to a unique clickinvest key. You will be issued one or more unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the Platform and managing your account. You may only access the Platform with the Keys issued to you by Direct Transfer. Access may not always be available. You may not sell, transfer, sublicense or otherwise disclose your Keys to any other party or use them with any other Application other than that for which you initially applied for it. You are responsible for maintaining the secrecy and security of your Keys. You are fully responsible for all activities that occur using your Keys, regardless of whether such activities are undertaken by you or a third party. You are responsible for maintaining up-to-date and accurate information (including a current email address and other required contact information) for your account. Direct Transfer may discontinue your access to the API if such contact information is not up-to-date and/or you do not respond to communications directed to such coordinates.

1.3 API Modifications. Direct Transfer reserves the right to modify the Service and the API, and to release subsequent versions of the API. You may be required to obtain and use the most recent version of the API in order to obtain functionality of your Application with the Service. The API is provided for a mutually agreed fee schedule herein attached, but Direct Transfer reserves the right to change fees associated with the API (or additional features or functionality therefor) in the future.

1.4 Prohibited Uses. The Direct Transfer API is made available to issuers in order to permit them to link to the Direct Transfer Platform for the purposes of processing investment information to the general public. Without limiting other restrictions in this Agreement, you agree that: (i) the API may not be used to create Applications that offer or promote services that may be damaging to, disparaging of or otherwise detrimental to Direct Transfer or its licensors, licensees, affiliates and partners; and (ii) the API may not be used for or to create Applications that transfer, display or use Content from Direct Transfer without the Application creating an additional or distinct benefit for Direct Transfer's end users' use of the Service.

1.5 Monitoring Use of the Direct Transfer API. You agree to provide us with access to your platform and/or other materials related to your use of the API as reasonably requested by us to verify your compliance with this Agreement. You agree that we may crawl or otherwise monitor your online platforms and you agree not to block or interfere with such efforts by Direct Transfer.

1.6 Usage Limitations. Direct Transfer may limit the number of network calls that your platform may make via the API, and/or the maximum file size, and/or the maximum Content that may be accessed, or anything else about the API and the Content it accesses as Direct Transfer deems appropriate, in its sole discretion; these limitations may on occasion be without notice. In addition, Direct Transfer may post usage limitations at the developer's area of its web site, and change such usage limits at any time. In addition to its other rights under this Agreement, Direct Transfer may utilize technical measures to prevent over-usage and/or stop usage of the API by an Application after any usage limitations are exceeded.

1.7 Your Display of Content; Attribution and Goodwill You must clearly and conspicuously attribute the source of all Content as received from the Direct Transfer Service. Without limiting the foregoing, if your Application or the use of the Service requests a user to input a Direct Transfer username and password, your Application must clearly identify the Service (as more specifically provided in the Direct Transfer Branding and Trademark Usage Guidelines in order to use any Direct Transfer trademarks or service marks ("Trademark Guidelines"). You may not modify, obscure, delete or otherwise disable the functioning of links to the Service or Direct Transfer or third-party applications or websites, or change the resource associated with any link provided within any Content. Similarly, you may not modify, obscure or delete the text, images, artwork, logos, copyrights or similar proprietary notices or other aspects of any Content that you receive from the API, except that, with respect to graphic images, you may re-size such images while maintaining the same relative proportions of such image. If you display the Content in a way that Direct Transfer or, where applicable, a third-party provider of such Content to Direct Transfer, finds unacceptable for any reason, including if your display violates this Agreement or it disparages, damages, tarnishes or impairs the value, integrity or goodwill of the Content or its subjects or brands therein, Direct Transfer may require that you immediately change or cease your display of such Content. All Content transmitted by Direct Transfer in connection with your Application remains the property of the proper owners or licensors thereof. You acknowledge and agree that Direct Transfer has no obligation to, and does not, monitor the Content created by users of the Service.

1.8 Appropriate Conduct and Usage Restrictions. You agree that you are responsible for your own conduct while using the API and for any consequences thereof. You agree to use the API only for purposes that are legal, proper and in accordance with this Agreement, any Separate Agreement (as defined below) and any applicable policies or guidelines provided by Direct Transfer from time to time. In addition to the other restrictions contained in this Agreement, in particular those concerning appropriate use contained in Section 1.4 and the Direct Transfer Brands in Section 3.5, you agree that when using the API you will not, directly or indirectly, take or enable another to take any of the following actions:

1.8.1 interfere with or disrupt services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

1.8.2 restrict or inhibit any user from using and enjoying the Service;

1.8.3 use the Service for any illegal or unauthorized purpose;

1.8.4 circumvent or modify any Keys or other security mechanism employed by Direct Transfer or the API;

1.8.5 request, collect, solicit or otherwise obtain access to sign-in names, passwords or other authentication credentials for Direct Transfer, other than by directing users to Direct Transfer in the mechanism specifically provided by the Direct Transfer API;

1.8.6 imply inaccurate creation, affiliation, sponsorship or endorsement of you or your Application as by Direct Transfer or of the Content as your own;

1.8.7 use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose;

1.8.8 create user accounts by automated means or under false or fraudulent pretenses;

1.8.9 transmit any viruses, worms, defects, Trojan horses or any items of a destructive nature; or

1.8.10 utilize the optical character recognition results or data obtained by submitting Content with images or PDF files to the Service for any independent purpose besides locating such Content among the notes within a Direct Transfer account.

1.9 Support. Direct Transfer has no obligation to provide you or your users with support, software upgrades, enhancements or modifications to the API ("Support"). You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Application. Direct Transfer may redirect users and potential users of your Application to your email address on your account for purposes of answering general Application inquiries and support questions. If Direct Transfer elects at any time to provide Support, it shall be considered part of the Service for purposes of Section 7, and Direct Transfer may terminate the Support at any time without notice to you for any or no reason.

1.10 Escrow Agent. Direct Transfer shall not act as escrow for any funds raised by you. In the event you determine an escrow account is required for any activities undertaken by you under this Agreement pursuant to Securities and Exchange Commission Rule 15c2-4 or otherwise, Direct Transfer has established relationships with certain “banks” (as defined by Section 3(a)(6) of the Securities Exchange Act of 1934, as amended) set forth on Exhibit A hereto. Direct Transfer has provided each such “bank” a form of this Agreement and notified it you may be contacting it to enter into a separate agreement regarding an escrow account (a “Separate Agreement”).

**2. Directory**

2.1 Establishment. Direct Transfer may establish a directory of customers using the API and/or the platform resulting from issuers use of the API (a "Directory"). Whether or not you or your platform is included in such a Directory would be within Direct Transfer's sole discretion.

2.2 Submission Requirements. Direct Transfer may establish a submission process with certain requirements in order to be included within such Directory, including additional information about and possibly an evaluation version of your Application (which would be provided to Direct Transfer free of any fees or subscriptions usually associated with the Application).

2.3 Trademark License. You hereby grant Direct Transfer a non-exclusive license to display the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands associated with you and your Platform (the "Licensee Brands") in accordance with this Agreement for the sole purposes of identifying your Application in the Directory and promoting or advertising your use of the API. Direct Transfer shall not intentionally modify or distort any Licensee Brands.

**3. Proprietary Rights**

3.1 Direct Transfer Property. As between you and Direct Transfer, Direct Transfer retains all right, title and interest, including without limitation all intellectual property rights, in and to, (i) the API and any and all elements and components thereof, including content, technology, software, code, user interfaces and any derivative works and/or compilations thereof; (ii) the Direct Transfer Brands, as defined in this Agreement and (iii) any feedback (including suggestions comments, improvements, ideas, etc.), about the Service, the Content, the API, or any applications Direct Transfer may be developing as discussed in Section 3.9 (collectively, the "Direct Transfer Property").

3.2 License Grant. Subject to the terms and conditions in, and only during the term of, this Agreement, Direct Transfer grants you the limited, nonexclusive, revocable, non-sublicensable and non-transferable (except as provided in Section 12.7) license to access and use the API solely to develop, test, display, distribute and execute your Application; to access and display in your Application the Content obtained through the Service; and to allow others to access your Application. You will not, and will not permit any person, directly or indirectly, to (i) reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy or, other than as explicitly permitted hereunder (except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding this limitation), or (ii) create derivative works of the API or the Service, or any aspect or portion thereof, including without limitation, source code and algorithms. You shall not distribute or otherwise disseminate the API by any means or in any form, except as an integral part of your Application.

3.3 Government Restrictions. The API is "commercial computer software" and any associated documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the API or such documentation by the United States Government shall be governed solely by the terms of this Agreement, except to the extent expressly permitted by the terms of this Agreement.

3.4 Export Controls. You shall comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control in connection with your use of the API.

3.5 Brand License. Subject to the terms and conditions in, and during the term of, this Agreement, Direct Transfer grants you a limited, nonexclusive, revocable, non-sublicensable and non-transferable license to display the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands of Direct Transfer (cumulatively, the "Direct Transfer Brands") in accordance with this Agreement and the Trademark Guidelines and solely for attributing the source of the API and the Direct Transfer Service, and for the purpose of promoting or advertising that you use the API and in your resulting Application. All use by you of the Direct Transfer Brands (including any goodwill associated therewith) shall inure to the benefit of Direct Transfer.

3.6 Brand Protection. At no time during or after the term of this Agreement shall you challenge or assist others to challenge the Direct Transfer Brands (except to the extent such restriction is prohibited by law) or the registration thereof by Direct Transfer, nor shall you attempt to register any Direct Transfer Brands or brand identifiers (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to any of the Direct Transfer Brands.

3.7 Prohibitions. In using the Direct Transfer Brands pursuant to Section 3.5, you may not do the following (and for purposes of this Section "use" shall include any use or display of a Direct Transfer Brand):

3.7.1 use a Direct Transfer Brand in any manner that implies a relationship or affiliation with, sponsorship or endorsement by Direct Transfer, other than your licensed right to use the API;

3.7.2 use a Direct Transfer Brand in any manner that can be reasonably interpreted to suggest Content has been authored by or represents the views or opinions of Direct Transfer or Direct Transfer personnel;

3.7.3 use a Direct Transfer Brand to disparage Direct Transfer, its products or services;

3.7.4 use a Direct Transfer Brand in a way that tarnishes, dilutes or otherwise impairs the Direct Transfer Brands;

3.7.5 use a Direct Transfer Brand on your site if it contains or promotes illegal actions or activities;

3.7.6 use a Direct Transfer Brand as the largest or most prominent brand in your Application;

3.7.7 use a Direct Transfer Brand in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Direct Transfer; or

3.7.8 remove, obscure, distort or alter any element of a Direct Transfer Brand.

3.8 Your Warranty, Ownership and License Grants. You represent and warrant that: (i) your Application and the Licensee Brands is your original work or was legally obtained; and (ii) our and our sublicensees' and affiliates' use of your Application and the Licensee Brands as permitted by the licenses granted herein will not violate any third party's rights. Except to the extent your Application and its content contains Direct Transfer Property, Direct Transfer claims no ownership or control over your Application or the content sent, posted or displayed through your Application, or any of the Licensee Brands. During the term of this Agreement you hereby grant to us a paid-up, royalty-free, nonexclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (i) use, perform and display your Application (to the extent you have provided us the means to do so) and Licensee Brands; (ii) link to and direct users to your Application and (iii) sublicense the foregoing rights to our affiliates or any third parties that are working with us as development partners, hosting facilities and in similar capacities in order to enable them to perform their services for us. Following the termination of this Agreement and upon written request from you, Direct Transfer shall make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to your Application and any Licensee Brands from the Direct Transfer website and service. Direct Transfer shall have no other obligation to delete copies of, or references or links to, your Application.

3.9 Direct Transfer Application Development. You acknowledge and agree that Direct Transfer may be independently creating platforms, content and other products or services that may be similar to or competitive with your platform and its content, and nothing in this Agreement will be construed as restricting or preventing Direct Transfer from creating and fully exploiting such platforms, content and other items, without any obligation to you. If you elect to provide us with any Feedback you assign all right, title and interest in and to such Feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation or other duty to account.

**4. Privacy and Legal Compliance**

4.1 Direct Transfer Privacy Policy. Direct Transfer 's collection and use of personal information from its customers, their visitors and is governed by Direct Transfer 's Privacy Policy, with the exception that Direct Transfer may reveal personal information about you as noted in this Agreement (*e.g.*, for attribution purposes and handling inquiries from users or potential users). You understand and agree that Direct Transfer may access, preserve and disclose your contact information and your platform details if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Direct Transfer, its affiliates or partners, the Direct Transfer Service users or the general public.

4.2 Your Privacy Policy. For information you obtain from users of your Application, you will, at all times, maintain a high standard privacy policy reasonably consistent with Direct Transfer's Privacy Policy. You must clearly post a link to your privacy policy at the point such information is collected. You agree to comply with your privacy policy in the collection, use and storage of such information.

4.3 User Passwords. If your Application runs as a "client" on a computer or mobile device owned by a Direct Transfer user, you: (i) may not store the user's password on that device without consent from the user; (ii) may not transmit or store that password to any system other than the Direct Transfer service; (iii) must protect the password using the standard protection mechanism for the platform (the password MUST NOT be stored in cleartext); and (iv) must provide a mechanism for the user to log out, which must completely remove the username and password from your application and its persistent storage. If your Application runs as an Internet service on a multi-user server, you must not ask for, view, store or cache the sign-in name or password of Direct Transfer user accounts. Authorization to access the user's account is only permitted via the "web service" authentication scheme in the API.

**5. Publicity**

You are free to promote your platform, including advertising in traditional and online media and communicating with your users about your offering, so long as you do so truthfully and without implying that your platform is created or endorsed in any manner by Direct Transfer (or otherwise embellishing your relationship with Direct Transfer). For example, you may factually state that your platform is "used with the Service" (during the term of this Agreement), *provided that* your use of any Direct Transfer Brands is in compliance with our guidelines. In addition, you must submit to us a copy or image of any media release or advertising you create including any Direct Transfer Brands, and we request that you provided us a copy of any other media release concerning your Application; these should be submitted via our website.

**6. Indemnity**

You agree to indemnify and hold Direct Transfer, its subsidiaries, affiliates, directors, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of the API, your Application, any violation of this Agreement or any other actions connected with your use of or interaction with, or the Application's use of or interaction with, the Direct Transfer Service. In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for you, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

**7. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE API AND THE SERVICE IS AT YOUR SOLE RISK. THE API AND THE SERVICE ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIRECT TRANSFER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) DIRECT TRANSFER DOES NOT WARRANT THAT (i) THE API OR THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE OPERATION OF THE API OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT KNOWN OR DISCOVERED ERRORS WILL BE CORRECTED; OR (iii) WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR (iv) WILL MEET YOUR EXPECTATIONS.

(c) DIRECT TRANSFER IS NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API OR THE SERVICE, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DIRECT TRANSFER 'S EMPLOYEES OR AGENTS, OR THROUGH OR FROM THE USE OF THE API OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**8. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DIRECT TRANSFER, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF DIRECT TRANSFER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THE API; (ii) UNAUTHORIZED ACCESS TO, OR THE LOSS, CORRUPTION OR ALTERATION OF, YOUR APPLICATION, TRANSMISSIONS, CONTENT OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (iv) DIRECT TRANSFER'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (v) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION OR THE ACCOUNT INFORMATION OF ANY USER OF YOUR APPLICATION; (vi) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (vii) THE TERMINATION OF AVAILABILITY OF THE API OR THIS AGREEMENT; OR (viii) ANY OTHER MATTER RELATING TO THE API.

**9. Confidential Information**

The term "Direct Transfer Confidential Information" means any information of or relating to Direct Transfer that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by Direct Transfer or that is not generally known or readily ascertainable to the public, including, without limitation, nonpublic information regarding Direct Transfer's API and Direct Transfer's products, services, programs, features, data, techniques, technology, code, ideas, inventions, research, testing, methods, procedures, know-how, trade secrets, business and financial information and other activities. All Direct Transfer Confidential Information remains the property of Direct Transfer, and no license or other right in any Direct Transfer Confidential Information is granted hereby. You will not disclose any Direct Transfer Confidential Information to any third party, and will take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. If you are an organization, you will limit your internal distribution of Direct Transfer Confidential Information to your personnel and agents who have a need to know, and will take steps to ensure that dissemination is so limited. You will not use any Direct Transfer Confidential Information for the benefit of anyone other the Direct Transfer. Upon Direct Transfer 's written request, you will destroy or return to Direct Transfer all Direct Transfer Confidential Information in your custody or control. In addition to the terms of this provision, you and Direct Transfer will continue to be subject to any nondisclosure agreement that you and Direct Transfer have entered into separately. This provision will survive any termination of this Agreement.

**10. Term and Termination**

10.1 Term. You agree that this Agreement shall be deemed to be in effect upon the date on which you connect to the API, link your key, or successfully login to active your platform, for a period of 1 year.

10.2 Direct Transfer Termination. Direct Transfer may change, suspend or discontinue the availability of the API, or the functioning of the API with the Service, at any time and without advance notice. Furthermore, Direct Transfer may limit, suspend or terminate your use of the API (and your rights under this Agreement) at any time. In addition, this Agreement shall terminate automatically and without notice immediately upon any breach of the terms of this Agreement by you.

10.3 Your Termination. You may terminate this Agreement (subject to Section 10.6) for any reason or no reason at all, at your convenience, by ceasing your use of the API.

10.4 Refusal of Certain Applications. Direct Transfer shall have the right, in its sole discretion, to refuse to permit your use of the API with a particular Platform. Unless Direct Transfer states otherwise, such rejection will not terminate this Agreement with respect to any other Application. Direct Transfer shall have no liability to you for such refusal.

10.5 Effect of Termination. Upon the termination of this Agreement for any reason the rights granted to you herein, including all licenses to the API and Direct Transfer brands shall terminate. Neither party shall be liable to the other party for damages of any sort resulting solely from the termination of this Agreement.

10.6 Survival. Notwithstanding any termination of this Agreement, Sections 3.1, 3.6, 3.9, 4.1, 5 and 6, 7, 8, 9, 10.5, 10.6, 10.7 and 11 shall continue to apply and survive termination.

10.7 Remedies. You acknowledge that your breach of this Agreement may cause irreparable harm to Direct Transfer, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Direct Transfer may be legally entitled, Direct Transfer shall have the right to seek immediate injunctive relief in the event of a breach of this Agreement by you or any of your officers, employees, consultants or other agents.

**11**. **Fees**

11.1 Refer to Exhibit B herein.

**12. Miscellaneous**

12.1 This Agreement constitutes the entire agreement between you and Direct Transfer and governs your use of the API, except and then only to the extent that you have entered into a Separate Agreement. If, through accessing or using the API or the Service, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement shall not affect your legal relationship with such third party.

12.2 You acknowledge and agree that each affiliate of Direct Transfer shall be a third-party beneficiary to this Agreement and that such other parties shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or provides rights in favor of) them. Other than this, no other person or company shall be a third-party beneficiary to this Agreement.

12.3 This Agreement and the relationship between you and Direct Transfer shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. You and Direct Transfer agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Wake, North Carolina. Notwithstanding this, you agree that Direct Transfer shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any applicable jurisdiction.

12.4 The failure or delay by Direct Transfer to exercise or enforce any right or provision of this Agreement or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

12.5 You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under this Agreement must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

12.6 The section headings in this Agreement are for convenience only and have no legal or contractual effect.

12.7 You may not assign or transfer your rights or obligations under this Agreement, except that both you and Direct Transfer may assign this Agreement to a third party into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement.

Signature Page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year below written.

**COMPANY**

Date: 24 Feb 2017

Company Name: **RONCO BRANDS, INC.**

Signatory Name: William M. Moore

Signature: /s/ William M. Moore

Title: Chief Executive Officer

**SERVICE PROVIDER**

Date: February 24, 2017

Company Name: **Direct Transfer LLC.**

Signatory Name: Brian R. Balbirnie

Signature: /s/ Brian R. Balbirnie

Title: COO

EXHIBIT A

Regions Bank

EXHIBIT B

| | | |
|---|---|---|
| Click Invest setup | $2,000 | One-time |
| **Transactions less than $250** | | |
| **Click Invest API/Platform** | | |
| Investor onboarding | $1.25 | Per investor |
| AML - Domestic | $1.00 | Per investor |
| AML - International | $65.00 | Per investor |
| ACH | $0.50 | Per Instance |
| Wire | $25.00 | Per Instance |
| | | |
| **Transactions in excess of $250** | | |
| **Click Invest API/Platform** | | |
| Investor onboarding | $5.00 | Per investor |
| AML - Domestic | $2.00 | Per investor |
| AML - International | $65.00 | Per investor |
| ACH | $0.50 | Per Instance |
| Wire | $25.00 | Per Instance |

Exhibit 6.26

WARRANT

Name of Holder: _____

**NEITHER THE ISSUANCE OF THIS WARRANT NOR THE ISSUANCE AND SALE OF THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING THE ISSUANCE AND SALE OF SUCH SHARES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION SATISFACTORY TO THE CORPORATION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL.**

Original Issue Date: [__], 2017

FOR VALUE RECEIVED, Ronco Brands, Inc., a Delaware corporation (the "**Company**"), hereby certifies that [_____] or its registered assigns (the "**Holder**") is entitled to purchase from the Company [_____] duly authorized, validly issued, fully paid and nonassessable shares of Common Stock (as defined below) at an Exercise Price (as defined below) per share of Common Stock as set forth herein, all subject to the terms, conditions and adjustments set forth below in this Warrant. Certain capitalized terms used herein are defined in Section 1.

1. Definitions. As used in this Warrant, the following terms have the respective meanings set forth below:

"**Aggregate Exercise Price**" means an amount equal to the product of (a) the number of Warrant Shares in respect of which this Warrant is then being exercised pursuant to Section 3, multiplied by (b) the Exercise Price in effect as of the Exercise Date in accordance with the terms of this Warrant.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day, except a Saturday, Sunday or legal holiday, on which banking institutions in New York, N.Y. are authorized or obligated by law or executive order to close.

"**Common Stock**" means the common stock, $0.0001 par value per share, of the Company, and any capital stock into which such Common Stock shall have been converted, exchanged or reclassified following the Original Issue Date.

"**Company**" has the meaning set forth in the preamble.

"**Exercise Date**" means, for any given exercise of this Warrant, the date on which the conditions to such exercise as set forth in Section 3 shall have been satisfied at or prior to 5:00 p.m., Eastern Time (U.S.), on a Business Day, including, without limitation, the receipt by the Company of the Exercise Agreement, the Warrant and the Aggregate Exercise Price.

"**Exercise Notice**" has the meaning set forth in Section 3(a)(i).

**"Exercise Period**" has the meaning set forth in Section 2.

"**Exercise Price**" means $6.00 per share of Common Stock, subject, in each case, to equitable adjustments for stock splits, stock dividends or rights offerings by the Company relating to the Company's securities or the securities of any subsidiary of the Company, combinations, recapitalization, reclassifications, extraordinary distributions and similar events, and also subject to adjustment as further described herein).

"**Holder**" has the meaning set forth in the preamble.

"**Original Issue Date**" means, the date on which the Warrant was issued by the Company.

"**Person**" means any individual, sole proprietorship, partnership, limited liability company, corporation, joint venture, trust, incorporated organization or government or department or agency thereof.

"**Warrant**" means this Warrant and all warrants issued upon division or combination of, or in substitution for, this Warrant.

"**Warrant Shares**" means the shares of Common Stock or other capital stock of the Company then purchasable upon exercise of this Warrant in accordance with the terms of this Warrant.

2. Term of Warrant. Subject to the terms and conditions hereof, at any time or from time to time after the Original Issue Date and prior to 5:00 p.m., Eastern Time (U.S.), on the first (1st) anniversary of the Original Issue Date (the "**Exercise Period**"), the Holder may exercise this Warrant for all or any part of the Warrant Shares purchasable hereunder (subject to adjustment as provided herein).

3. Exercise of Warrant.

(a) Exercise Procedure. This Warrant may be exercised from time to time on any Business Day during the Exercise Period, for all or any part of the unexercised Warrant Shares, upon:

(i) surrender of this Warrant to the Company at its then principal executive offices (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft or destruction), together with an Exercise Notice in the form attached hereto as Exhibit A (each, an "**Exercise Notice**"), duly completed (including specifying the number of Warrant Shares to be purchased) and executed; and

(ii) payment to the Company of the Aggregate Exercise Price in accordance with Section 3(b).

(b) Payment of the Aggregate Exercise Price. Payment of the Aggregate Exercise Price shall be made, by delivery to the Company of a certified or official bank check payable to the order of the Company or by wire transfer of immediately available funds to an account designated in writing by the Company, in the amount of such Aggregate Exercise Price.

(c) Delivery of Stock Certificates. Upon receipt by the Company of the Exercise Notice, surrender of this Warrant and payment of the Aggregate Exercise Price (in accordance with Section 3(a)), the Company shall, as promptly as practicable, and in any event within five (5) Business Days thereafter, deliver to the Holder the Warrant Shares issuable upon such exercise, in certificated or uncertificated book-entry form. Any stock certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as the exercising Holder shall reasonably request in the Exercise Notice and the Warrant Shares, whether in certificated or uncertificated book-entry form, shall be registered in the name of the Holder or, subject to compliance with Section 5, such other Person's name as shall be designated in the Exercise Notice. This Warrant shall be deemed to have been exercised and such Warrant Shares shall be deemed to have been issued, and the Holder or any other Person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Shares for all purposes, as of the Exercise Date.

(d) Delivery of New Warrant. Unless the purchase rights represented by this Warrant shall have expired or shall have been fully exercised, the Company shall, at the time of delivery of the Warrant Shares being issued in accordance with Section 3(c), deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unexpired and unexercised Warrant Shares called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(e) Valid Issuance of Warrant and Warrant Shares; Payment of Taxes. With respect to the exercise of this Warrant, the Company hereby represents, covenants and agrees:

(i) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(ii) All Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company and free and clear of all taxes, liens and charges.

(iii) The Company shall take all such actions as may be necessary to ensure that all such Warrant Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock or other securities constituting Warrant Shares may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(iv) The Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise of this Warrant; provided, that the Company shall not be required to pay any tax or governmental charge that may be imposed with respect to any applicable withholding or the issuance or delivery of the Warrant Shares to any Person other than the Holder, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(f) Reservation of Shares. During the Exercise Period, the Company shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for the purpose of issuance upon the exercise of this Warrant, the maximum number of Warrant Shares issuable upon the exercise of this Warrant, and the par value per Warrant Share shall at all times be less than or equal to the applicable Exercise Price. The Company shall not increase the par value of any Warrant Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, and shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the exercise of this Warrant.

4. Adjustment to Exercise Price and Number of Warrant Shares. In order to prevent dilution of the purchase rights granted under this Warrant, the Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant shall be subject to adjustment from time to time as provided in this Section 4 (in each case, after taking into consideration any prior adjustments pursuant to this Section 4).

(a) Adjustment to Exercise Price and Warrant Shares Upon Subdivision or Combination of Common Stock. If the Company shall, at any time or from time to time after the Original Issue Date, subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to any such subdivision shall be proportionately reduced and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately increased. If the Company at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately decreased. Any adjustment under this Section 4(a) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective

(b) Adjustment to Exercise Price and Warrant Shares Upon Reorganization, Reclassification, Consolidation or Merger. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then exercisable under this Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Holder had exercised this Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Section 4 shall thereafter be applicable, as nearly as possible, to this Warrant in relation to any shares of stock, securities or assets thereafter acquirable upon exercise of this Warrant (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing Person is other than the Company, an immediate adjustment in the Exercise Price to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Warrant Shares acquirable upon exercise of this Warrant without regard to any limitations or restrictions on exercise, if the value so reflected is less than the Exercise Price in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this Section 4(a) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 4(b), the Holder shall have the right to elect prior to the consummation of such event or transaction, to give effect to the exercise rights contained in Section 2 instead of giving effect to the provisions contained in this Section 4(b) with respect to this Warrant.

(c) Rounding Up. In the event that any adjustments pursuant to this Section 4 would otherwise result in Holder having the right to acquire, or to receive, a fractional share of Common Stock pursuant to this Warrant, such right shall be rounded up to the next whole number of shares of Common Stock.

(d) Certificate as to Adjustment.

(i) As promptly as reasonably practicable following any adjustment of the Exercise Price, but in any event not later than ten (10) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Holder, but in any event not later than ten (10) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer certifying the Exercise Price then in effect and the number of Warrant Shares or the amount, if any, of other shares of stock, securities or assets then issuable upon exercise of the Warrant.

(e) Notices. In the event:

(i) that the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another Person, or sale of all or substantially all of the Company's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Holder at least ten (10) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution or other right or action, and a description of such dividend, distribution or other right or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Warrant and the Warrant Shares.

5. Transfer of Warrant. Subject to the transfer conditions referred to in the legend endorsed hereon, this Warrant and all rights hereunder are transferable, in whole or in part, by the Holder without charge to the Holder, upon surrender of this Warrant to the Company at its then principal executive offices with a properly completed and duly executed Assignment in the form attached hereto as Exhibit B, together with funds sufficient to pay any transfer taxes described in Section 3(e)(iv) in connection with the making of such transfer. Upon such compliance, surrender and delivery and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant, if any, not so assigned and this Warrant shall promptly be cancelled.

6. Holder Not Deemed a Stockholder; Limitations on Liability. Except as otherwise specifically provided herein, prior to the issuance to the Holder of the Warrant Shares to which the Holder is then entitled to receive upon the due exercise of this Warrant, the Holder shall not be entitled to vote or receive dividends or be deemed the holder of shares of capital stock of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.

7. Replacement on Loss. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and upon delivery of an indemnity reasonably satisfactory to it (it being understood that a written indemnification agreement or affidavit of loss of the Holder shall be a sufficient indemnity) and, in case of mutilation, upon surrender of such Warrant for cancellation to the Company, the Company at its own expense shall execute and deliver to the Holder, in lieu hereof, a new Warrant of like tenor and exercisable for an equivalent number of Warrant Shares as the Warrant so lost, stolen, mutilated or destroyed; provided, that, in the case of mutilation, no indemnity shall be required if this Warrant in identifiable form is surrendered to the Company for cancellation.

8. Compliance with the Securities Act.

(a) Agreement to Comply with the Securities Act; Legend. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 8 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act of 1933, as amended (the "**Securities Act**"). This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

> "NEITHER THIS WARRANT NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING THE ISSUANCE AND SALE OF SUCH SHARES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION SATISFACTORY TO THE CORPORATION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL."

(b) Representations of the Holder. In connection with the issuance of this Warrant, the Holder specifically represents, as of the Original Issue Date, to the Company by acceptance of this Warrant as follows:

(i) The Holder is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(iii) The Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Shares. The Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company.

9. Warrant Register. The Company shall keep and properly maintain at its principal executive offices books for the registration of the Warrant and any transfers thereof. The Company may deem and treat the Person in whose name the Warrant is registered on such register as the Holder thereof for all purposes, and the Company shall not be affected by any notice to the contrary, except any assignment, division, combination or other transfer of the Warrant effected in accordance with the provisions of this Warrant.

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (if an email address is provided below) of a PDF document (with confirmation of transmission and receipt) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10).

| | |
|---|---|
| If to the Company: | Ronco Brands, Inc.<br>15505 Long Vista Drive, Suite 250<br>Austin, TX 78728<br>Attention: Bill Moore |
| with a copy, which shall not constitute notice, to: | Legal & Compliance, LLC<br>330 Clematis Street, Suite 217<br>W. Palm Beach, FL 33401<br>E-mail: LAnthony@legalandcompliance.com<br>Attention: Laura Anthony, Esq.<br>Email: anthony@legalandcompliance.com |
| If to the Holder: | _____<br>_____<br>_____<br>_____<br>E-mail: _____ |

11. Cumulative Remedies. Except to the extent expressly provided in Section 6 to the contrary, the rights and remedies provided in this Warrant are cumulative and are not exclusive of, and are in addition to and not in substitution for, any other rights or remedies available at law, in equity or otherwise.

12. Equitable Relief. Each of the Company and the Holder acknowledges that a breach or threatened breach by such party of any of its obligations under this Warrant would give rise to irreparable harm to the other party hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

13. Entire Agreement. This Warrant constitutes the sole and entire agreement of the parties to this Warrant with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

14. Successor and Assigns. This Warrant and the rights evidenced hereby shall be binding upon and shall inure to the benefit of the parties hereto and the successors of the Company and the successors and permitted assigns of the Holder. Such successors and/or permitted assigns of the Holder shall be deemed to be a Holder for all purposes hereunder.

15. No Third-Party Beneficiaries. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and, in the case of the Holder, permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

16. Headings. The headings in this Warrant are for reference only and shall not affect the interpretation of this Warrant.

17. Amendment and Modification; Waiver. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by the Company or the Holder of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Warrant shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Severability. If any term or provision of this Warrant is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Warrant or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Governing Law. This Warrant shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

20. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Warrant or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida, in each case located in Palm Beach County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified or registered mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

21. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Warrant is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Warrant or the transactions contemplated hereby.

22. No Strict Construction. This Warrant shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

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

*[Signatures appear on following page]*

IN WITNESS WHEREOF, the Company and the Holder have duly executed this Warrant on the Original Issue Date.

Ronco Brands, Inc.

By: _____
Name: William M. Moore
Title: Chief Executive Officer

Accepted and agreed:

_____

By: _____

Name: _____

Title: _____

*[Signature page to Warrant]*

Exhibit A

Exercise Notice

(To be executed upon exercise of this Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant, to purchase _____ shares of Common Stock and herewith tenders payment for such shares to the order of the Company in the amount of $_____ in accordance with the terms of this Warrant. The undersigned requests that a certificate for such Warrant Shares be registered in the name of the undersigned and that such certificates be delivered to the undersigned's address below.

The undersigned represents that it is acquiring such shares for its own account for investment and not with a view to or for sale in connection with any distribution thereof (subject, however, to any requirement of law that the disposition thereof shall at all times be within its control).

Dated: _____, 201__

Signature: _____

_____
(Print Name)

_____
(Title)

_____
(Street Address)

_____
(City) (State) (Zip Code)

Exhibit B

Assignment Form

(To be executed upon exercise of this Warrant)

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto:

| | |
|---|---|
| (Please print name and address including zip code of assignee) | (Please insert social security or other identifying number of assignee) |

the rights represented by the Warrant and does hereby irrevocably constitute and appoint _____ Attorney to transfer said Warrant on the books of the Ronco Brands, Inc., a Delaware corporation, with full power of substitution in the premises.

Dated: _____, 201___

Signature: _____

_____
(Print Name)

_____
(Title)

_____
(Street Address)

_____
(City) (State) (Zip Code)

Exhibit 8.1

**SUBSCRIPTION ESCROW AGREEMENT**
**(REGULATION A OFFERING)**

**SUBSCRIPTION ESCROW AGREEMENT** (the "Agreement") executed this 24th day of February, 2017 ("Effective Date") by and between Ronco Brands, Inc., a Delaware corporation (the "Issuer"), and **REGIONS BANK**, an Alabama banking corporation, as escrow agent ("Escrow Agent").

**RECITALS**

**WHEREAS**, the Issuer proposes to offer for sale to investors as disclosed in its offering statement on Form 1-A (the "Offering Statement") filed with the U.S. Securities and Exchange Commission (the "SEC") shares of its Common Stock (the "Securities") pursuant to Tier 2 of Regulation A under the Securities Act of 1933, as amended (the "Offering"), in the maximum amount of $30,000,000 (the "Maximum Offering Amount"), at a purchase price of $6.00 per share.

**WHEREAS**, the Issuer desires to establish an escrow account ("Escrow Account"), a segregated non-interest bearing bank account, with the Escrow Agent, an FDIC insured bank, in which funds ("Subscription Funds") received from a prospective investor (each, a "Subscriber" and collectively, "Subscribers") for the purchase of Securities pursuant to the terms and conditions of a Subscription Agreement with the Issuer (the "Subscription Agreement") will be held during the course of the Offering, subject to the terms and conditions of this Agreement.

**WHEREAS**, Escrow Agent agrees to serve as escrow agent and establish the Escrow Account for purpose of holding the Subscription Funds received during the course of the Offering, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is acknowledged by each of the parties hereto, the Issuer and the Escrow Agent hereby agree as follows:

1. **DEFINITIONS**. In addition to the terms defined above, the following terms shall have the following meanings when used herein:

"Cash Investment" shall mean the number of Securities to be purchased by any Subscriber multiplied by the offering price per Security as set forth in the Offering document.

"Cash Investment Funds" shall mean funds submitted by Subscribers, while subscribing on Direct Transfer's online platform, by wire transfer, electronic funds transfer via ACH, or major credit card to the Escrow Account maintained by the Escrow Agent in full payment for the Securities to be purchased by any Subscriber pending their respective closings.

"Direct Transfer" shall mean Direct Transfer, LLC, a wholly owned subsidiary of Issuer Direct Corp, a Delaware corporation.

"Escrow Funds" shall mean the funds deposited into the Escrow Account with the Escrow Agent pursuant to this Agreement.

"Subscription Accounting" shall mean an accounting of all subscriptions for Securities received and accepted by Issuer as of the date of such accounting, indicating for each subscription the Subscriber's name, social security number and address, the number and total purchase price of subscribed Securities, the date of receipt by Issuer of the Cash Investment Funds, and notations of any nonpayment of the Cash Investment Funds submitted with such subscription, any withdrawal of such subscription by the Subscriber, any rejection of such subscription by Issuer, or other termination, for whatever reason, of such subscription. The purpose of the Subscription Accounting is to provide Escrow Agent with an accurate listing of each Subscriber up to and until such time as the closing of the subscriptions by the Subscribers (which closings will be on a rolling basis throughout the Offering) and funds are disbursed to the Issuer in accordance with Section 8 of this Agreement.

"Subscriber" shall mean any individual or entity who, with full knowledge and understanding of the risks associated with the Offering, delivers to the Issuer funds for the purpose of making a Cash Investment in connection with the Offering.

**2. APPOINTMENT OF ESCROW AGENT.** The Issuer does hereby appoint the Escrow Agent as escrow agent for the purposes described herein.

**3. ACCEPTANCE OF APPOINTMENT BY ESCROW AGENT.** The Escrow Agent does hereby accept the appointment as escrow agent and agrees to act on the terms and conditions described herein.

**4. NO ENDORSEMENT**. **THE ISSUER UNDERSTANDS THAT THE ESCROW AGENT, BY ACCEPTING THE APPOINTMENT AND DESIGNATION AS ESCROW AGENT HEREUNDER, IN NO WAY ENDORSES THE MERITS OF THE OFFERING OF THE SECURITIES. THE ISSUER AGREES TO NOTIFY ANY PERSON ACTING ON ITS BEHALF THAT THE ESCROW AGENT'S POSITION AS ESCROW AGENT DOES NOT CONSTITUTE SUCH AN ENDORSEMENT, AND TO PROHIBIT SAID PERSONS FROM THE USE OF THE ESCROW AGENT'S NAME AS AN ENDORSER OF SUCH OFFERING.** The Issuer further agrees to include with any sales literature, in which the Escrow Agent's name appears and which is used in connection with the Offering, a statement to the effect that the Escrow Agent in no way endorses the merits of the Offering.

**5. ESCROW PERIOD.** The Escrow Period shall begin on the Qualification Date and shall terminate in whole or in part upon the earlier to occur of the following:

a. The first to occur of (i) the maximum offering amount being raised or (ii) 18-months from the qualification date or;

b. Within fifteen (15) days from the date upon which a determination is made by Issuer to terminate the Offering prior to closing.

During the Escrow Period, the parties agree that (i) Escrow Account and escrowed funds will be held for the benefit of the Subscribers, and that (ii) the Issuer is not entitled to any funds received into escrow, and that no amounts deposited into the Escrow Account shall become the property of Issuer or any other entity, or be subject to any debts, liens or encumbrances of any kind of Issuer or any other entity, until the Issuer has triggered closing of such funds (which closings will be on a rolling basis throughout the Offering). Even after the sale of Securities to investors, the Issuer may elect to continue to leave funds in the Escrow Account in order to protect investors as needed.

In addition, Issuer and Escrow Agent acknowledge that the total funds raised cannot exceed the Maximum Offering Amount of the Offering permitted by the Offering Statement. Issuer represents that no funds have yet been raised for the Issuer. The parties acknowledge and agree that all funds received by the Escrow Agent from a Subscriber in the Offering will be deposited in the Escrow Account established by the Escrow Agent.

**6. INVESTORS PROCEDURES FOR SUBSCRIBING**. If an investor decides to subscribe for shares of common stock in this Offering, they will be instructed as follows:

Go to www.ronco.com, click on the "Invest Now" button and follow the procedures as described.

a. Electronically receive, review, execute and deliver to us a subscription agreement; and
b. Deliver funds directly by wire, electronic funds transfer via ACH., or by major credit card to the Escrow Account described on Exhibit A hereto maintained by Escrow Agent ("Deposit").

Direct Transfer will provide the Escrow Agent with a Subscription Accounting associated with each Deposit as well as results from background checks (anti-money laundering, USA PATRIOT Act, social security number issues, etc.) conducted by Direct Transfer.

The Ronco website will redirect interested investors via the "Invest Now" button to a site operated by Direct Transfer, where investors can receive, review, execute and deliver subscription agreements electronically and deliver funds directly to the Escrow Account described on Exhibit A hereto maintained by Escrow Agent for deposit.

**7. DEPOSITS INTO THE ESCROW ACCOUNT**. Escrow Agent shall process all Escrow Amounts for collection through the banking system and shall maintain an accounting of each deposit posted to its ledger, which also sets forth, among other things, each Subscriber's name and address, the quantity of Securities purchased, and the amount paid. All monies so deposited in the Escrow Account and which have cleared the banking system are hereinafter referred to as the "Escrow Amount." As required by government regulations pertaining to the US Treasury, Homeland Security, the Internal Revenue Service and the SEC, federal law requires financial institutions to obtain, reasonably verify and record information that identifies each person (natural person or legal entity, including its authorized persons) who funds and executes securities transactions. Direct Transfer shall be responsible for conducting background checks (anti-money laundering, USA PATRIOT Act, social security number issues, etc.) on Subscribers and providing such results to the Escrow Agent in connection with the Escrow Agent processing the funds from such Subscribers. Information requested by Direct Transfer of the Issuer and Subscribers will be typical information requested in the gathering and verification guidelines and best practices promulgated by anti-money laundering ("AML") rules and regulations and those regulatory agencies that enforce them. Escrow Agent is under no duty or responsibility to enforce collection of any wire or ACH delivered to it hereunder.

If any Subscription Agreement for the purchase of Securities is rejected by the Issuer in its sole discretion, then the Subscription Agreement and the Escrow Amount for such Subscriber shall be returned to the rejected Subscriber by the Escrow Agent within fifteen (15) business days from the date of rejection by the Issuer.

Escrow Agent reserves the right to deny, suspend or terminate participation in the Escrow Account of any Subscriber to the extent Escrow Agent deems it advisable or necessary to comply with applicable laws or to eliminate practices that are not consistent with securities industry laws, rules, regulations or best practices. Escrow Agent may at any time reject or return funds to any Subscriber (i) that do not clear background checks (anti-money laundering, USA PATRIOT Act, social security number issues, etc.) conducted by Direct Transfer to the satisfaction of Direct Transfer, in its sole and absolute discretion, or, (ii) for which Escrow Agent determines, in its sole discretion, that it would be improper or unlawful for Escrow Agent to accept or hold the applicable Subscriber's funds, as Escrow Agent, due to, among other possible issues, issues with the Subscriber or the source of the Subscriber's funds. Escrow Agent shall promptly inform Issuer of any such return or rejection.

**ALL FUNDS SO DEPOSITED SHALL REMAIN THE PROPERTY OF THE SUBSCRIBERS ACCORDING TO THEIR RESPECTIVE INTERESTS IN THEIR CASH INVESTMENT AND SHALL NOT BE SUBJECT TO ANY LIEN OR CHARGE BY ESCROW AGENT OR BY JUDGMENT OR CREDITORS' CLAIMS AGAINST ISSUER UNTIL RELEASED OR ELIGIBLE TO BE RELEASED TO ISSUER IN ACCORDANCE WITH SECTION 8(a) HEREOF.**

**8. DISBURSEMENTS OF ESCROW FUNDS**.

a. In the event Escrow Agent does not receive written instructions from the Issuer to release funds from Escrow on or prior to the termination of the Escrow Period, Escrow Agent shall terminate Escrow and make a full and prompt return of funds so that refunds are made to each Subscriber in the exact amount received from said Subscriber, without deduction, penalty, or expense to Subscriber. In the event Escrow Agent receives cleared funds prior to the termination of the Escrow Period and Escrow Agent receives a written instruction from Issuer, Escrow Agent shall, pursuant to those instructions, distribute funds from such Escrow Amount pursuant to the instructions of Issuer. The Escrow Agent shall effect such transfer by the close of business on the date the Escrow Agent receives the written instruction from the Issuer; provided, however if the Escrow Agent receives the written instruction from the Issuer after 2 pm Eastern Time, then the Escrow Agent shall effect such transfer by the close of business the on the next succeeding business day. Issuer's written instructions to Escrow Agent shall certify that all conditions set forth in the Offering Statement for release of funds have been met for a closing of the Offering and include a schedule of deductions from the Escrow Account for any funds for management and offering and selling expenses, including without limitation, any process fees incurred by the Escrow Agent, from the gross proceeds of the Escrow Account prior to remitting such funds, if and when due, to Issuer. Escrow Agent is hereby directed to remit such funds as directed by Issuer directly to the appropriate parties, if any, to which they are due. Net proceeds (meaning gross proceeds less amounts remitted pursuant to Issuer's instructions certain parties), will then be remitted to Issuer as described above.

No later than fifteen (15) business days after receipt by Escrow Agent of written notice (i) from Issuer that Issuer intends to reject a Subscriber's subscription, (ii) from Issuer that there will be no closing of the sale of Securities to Subscribers, (iii) from any federal or state regulatory authority that any application by Issuer to conduct a banking business has been denied, or (iv) from the Securities and Exchange Commission or any other federal or state regulatory authority that a stop or similar order has been issued with respect to the Offering document and has remained in effect for at least twenty (20) days, Escrow Agent shall pay to the applicable Subscriber(s), by certified or bank check and by first-class mail, the amount (without any interest) of the Cash Investment paid by such Subscriber.

**9. SUSPENSION OF PERFORMANCE OR DISBURSEMENT INTO COURT**. If, at any time, (i) there shall exist any dispute between Issuer, Escrow Agent, any Subscriber or any other person with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, or (ii) if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) if Issuer has not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 14 hereof appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court all funds held by it in the Escrow Funds for holding and disposition in accordance with the instructions of such court.

Escrow Agent shall have no liability to Issuer, any Subscriber or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

**10. ESCROW FUND.** All Cash Investments received by the Issuer in connection with the sale of the Securities shall be deposited with the Escrow Agent. The Escrow Agent shall hold, maintain and secure the Escrow Funds subject to the terms, conditions and restrictions herein described. Escrow Agent shall release Escrow Funds only in accordance with the instructions as set forth in Exhibit A, or as otherwise expressly set forth in this Agreement. The Issuer understands and agrees that all funds received by Escrow Agent are subject to collection requirements of presentment and final payment, and that the funds represented thereby cannot be drawn upon or disbursed until such time as final payment has been made and is no longer subject to dishonor. Upon receipt of funds, Escrow Agent shall process payments by wire transfer, electronic funds transfer via ACH, and major credit card for collection and the proceeds thereof shall be held as part of the Escrow Funds until disbursed in accordance with Exhibit A hereof. Any Subscriber funds which fail to clear or are subsequently reversed, including but not limited to ACH charge-backs, wire recalls or credit card charge-backs or recalls, shall be debited to the Escrow Account, with such debits reflected on the escrow ledger. Any and all fees paid by Issuer for funds receipt and processing are non-refundable, regardless of whether ultimately cleared, failed, rescinded, returned or recalled. In the event of any Subscriber refunds, returns or recalls after funds have already been remitted to Issuer, then Issuer hereby irrevocably agrees to immediately and without delay or dispute send equivalent funds to Escrow Agent to cover the refund, return or recall. If Issuer has any dispute or disagreement with its Subscriber then that is separate and apart from this Agreement and Issuer will address such situation directly with said Subscriber, including taking whatever actions necessary to return such funds to Subscriber, but Issuer shall not involve Escrow Agent in any such disputes.

**11. INVESTMENT OF ESCROW FUND.** The Escrow Amount shall be deposited in the Escrow Account in accordance with Section 7 and held uninvested in the Escrow Account, which shall be non-interest bearing. All parties agree to maintain the Escrow Account and escrowed funds in a manner that is compliant with SEC Rules 10b-9 and 15c2-4, promulgated under the Securities Exchange Act of 1934, as amended.

**12. LIABILITY OF ESCROW AGENT.** Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in a written notice provided hereunder. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds or any account in which Escrow Funds are deposited or this Escrow Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Without limiting the generality of the foregoing, Escrow Agent shall not be responsible for or required to enforce any of the terms or conditions of any subscription agreement with any Subscriber or any other agreement between Issuer, Agent and/or any Subscriber. Escrow Agent shall not be responsible or liable in any manner for the performance by Issuer or any Subscriber of their respective obligations under any subscription agreement nor shall Escrow Agent be responsible or liable in any manner for the failure of Issuer, Agent or any third party (including any Subscriber) to honor any of the provisions of this Escrow Agreement. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in good faith in accordance with the opinion or instruction of such counsel. Issuer shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

**13. RIGHTS AND DUTIES OF ESCROW AGENT.** This Agreement shall represent the entire understanding of the parties hereto, and the Escrow Agent shall only be required to perform the duties expressly described herein, and no further duties shall be implied from this Agreement or any other written or oral agreement by and between the Escrow Agent, and the Issuer made previous or subsequent to this Agreement, unless such written amendment to this Agreement is executed by all parties to this Agreement. The Escrow Agent may rely upon any written instructions believed in good faith to be genuine when signed and presented by the requesting party and shall not have a duty to inquire or investigate the validity of any such written instruction. The Escrow Agent shall not be required to solicit funds from the Issuer in connection with this Agreement. The Escrow Agent shall be permitted to execute any and all powers under this Agreement directly or through its agents and/or attorneys, and shall be allowed to seek counsel from any professional regarding the performance of this Agreement, which professionals shall be selected at the sole discretion of the Escrow Agent. Should the Escrow Agent receive conflicting directions or become uncertain as to its duties under this Agreement, it shall be permitted (a) to immediately abstain from further action until such duties are expressly defined in writing by the parties hereto, and shall only be required to protect and keep the Escrow Funds uninvested until such time as a written agreement among the parties is executed or a court of competent jurisdiction shall render an order directing further action, or (b) to petition any court of competent jurisdiction (by means of an interpleader action or other appropriate action) for instructions regarding such uncertainty, and pay all Escrow Funds into such court for holding and disposition. Upon release of Escrow Funds to a court as provided in the preceding sentence or as set forth in Exhibit A hereto, Escrow Agent shall be fully released from any and all further obligations, except for the provision of written notice to the other parties to this Agreement, setting forth in such notice the date of release of the Escrow Funds, the party to whom released, the amount released and a statement setting forth Escrow Agent's release from further obligations to any other party to this Agreement.

**14. RESIGNATION AND SUCCESSION OF ESCROW AGENT.** The Escrow Agent may resign and be discharged of all duties and obligations under this Agreement by providing ten (10) days written notice of such resignation to the Issuer. If no successor escrow agent shall have been named by the Issuer at the expiration of the ten (10) day notice period, the Escrow Agent shall have no further obligations hereunder except to hold the Escrow Funds as a depository. Upon notification by the Issuer of the appointment of a successor escrow agent, the Escrow Agent shall promptly deliver the Escrow Funds and all materials and instruments in its possession which relate to the Escrow Funds to such successor, and the duties of the resigning Escrow Agent shall terminate in all respects, and it shall be released and discharged from all further obligations herein. Any merger, consolidation or the purchase of all or substantially all of the Escrow Agent's corporate assets resulting in a new corporate entity shall not be considered a successor for the purposes of this Agreement, and the Escrow Funds shall be transferred to such entity without written consent or further action under this Agreement.

**15. TERMINATION OF ESCROW AGENT.** The Escrow Agent may be discharged from its duties under this Agreement upon thirty days (30) written notice from the Issuer and upon the payment of any and all costs and fees due to Escrow Agent. In such event, the Escrow Agent shall be entitled to rely upon written instructions from the Issuer as to the disposition and delivery of the Escrow Funds. Upon thirty (30) days after receipt of such written notice of termination, if no successor has been named, the Escrow Agent shall immediately cease further action under this Agreement and shall have no further obligations hereunder except to hold the Escrow Funds as a depository.

**16. TAXES.** The Issuer represents that its Federal Tax Identification Number listed in Exhibit A is true and correct, and will notify the Escrow Agent in writing immediately upon any change to such number. The Issuer grants to the Escrow Agent a right of set-off which may be exercised to pay any and all taxes, whether federal, state or local, incurred by the investment of the Escrow Funds. The Issuer will indemnify and hold harmless the Escrow Agent against and in respect to liability for taxes and/or any penalties or interest attributable to the investment of Escrow Funds by Escrow Agent pursuant to this Agreement. For purposes of federal income taxes and other taxes based on income, the Issuer will be treated as owner of the Escrow Funds unless and until such time as any portion of the Escrow Funds is returned to its Subscriber.

**17. FEES.** Issuer shall also agree to pay compensation for the services rendered by the Escrow Agent under this Agreement. Compensation for services rendered by the Escrow Agent shall be paid per the instructions set forth on Exhibit B, and Issuer agrees to pay or reimburse the Escrow Agent for all expenses and disbursements, including attorney's fees and expenses, incurred in connection with the preparation, execution, performance, delivery, modification or termination of this Agreement.

**18. INDEMNIFICATION OF ESCROW AGENT.** The Issuer shall indemnify, defend and hold harmless the Escrow Agent and its directors, officers, agents and employees from all loss, liability or expense arising from the execution and/or performance of this Agreement or the undertaking of any instructions from the Issuer, except for any loss which has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the Escrow Agent, and such indemnification shall include attorney's fees and expenses. The Escrow Agent's right of indemnification shall survive the resignation or termination of the Escrow Agent and the termination of the duties described in this Agreement. The Issuer further grants the Escrow Agent a right of set-off and a security interest against the Escrow Funds for the payment of any claim for indemnification, expenses or compensation due hereunder.

**19. NOTICES.** All communications, notices and instructions required herein shall be in writing and shall be deemed to have been duly given if delivered by hand or first class, registered mail, return receipt requested, postage prepaid, by overnight courier or by facsimile or electronic transmission, if followed by letter and affirmative confirmation of receipt is received (such facsimile or electronic transmission notice to be effective on the date such affirmative confirmation of receipt is received), and addressed as follows:

(a) If to Escrow Agent:

Regions Bank
Corporate Trust Department
Odell Romeo
1180 West Peachtree Street NW, Suite 1200
Atlanta, GA 30309
Odell.Romeo@regions.com
404-581-3729

(b) If to Issuer:

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, TX 78728
Attn: William M. Moore, Chief Executive Officer
bill@ronco.com
512-225-9844

With a copy to:

Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
Attn: Laura Anthony, Esq.
lantohony@legalandcompliance.com
561-514-0936

In the event the Escrow Agent shall receive such written instructions and shall determine pursuant to its sole discretion that verification of such instructions shall be required, then the Escrow Agent shall be permitted to seek confirmation of such instructions by way of telephone contact to the author of such written instructions. Verification of the instructions by the purported author of the instructions called at the telephone number placed on the instructions shall serve to verify such instructions.

**20. ASSIGNMENT.** This Agreement shall not be assignable absent written consent of the parties hereto. Any assignment absent written consent shall be deemed void ab initio, except that the merger or acquisition of all or substantially all the assets of the parties shall not require written consent, but shall require written notice to all the parties hereto. Notwithstanding the foregoing, all covenants contained in this Agreement by or on behalf of the parties hereto shall bind and inure to the benefit of such parties and their respective heirs, administrators, legal representatives, successors and assigns.

**21. MODIFICATION OF AGREEMENT.** This Agreement shall constitute the complete and entire understanding of the parties hereto, and shall supersede any and all prior agreements between or among them. The provisions of this Agreement shall not be waived, modified, amended, altered or supplemented, in whole or in part, except by a writing signed by all the parties hereto.

**22. CHOICE OF LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama. The parties further waive any right to a trial by jury with respect to any judicial proceeding arising out of occurrences related to this Agreement.

**23. FORCE MAJEURE.** No party to this Agreement shall be liable to any other party for losses arising out of, or the inability to perform its obligations under the terms of this Agreement, due to acts of God, which shall include, but shall not be limited to, fire, floods, strikes, mechanical failure, war, riot, nuclear accident, earthquake, terrorist attack, computer piracy, cyber-terrorism or other acts beyond the control of the parties hereto.

**24. EXECUTION.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. The effective date of this Agreement shall be the date it is executed by the last party to do so.

**25. SEVERABILITY.** If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**26. USE OF REGIONS NAME**. No party to this Agreement shall, without prior written consent of the Escrow Agent, publish or print or cause to be published or printed any printed or other material in any language, including prospectuses, notices, reports, internet web sites and promotional material, which mentions "Regions Bank" by name or logo or the rights, powers, or duties of the Escrow Agent under this Agreement.

**27. EXHIBITS.** The Exhibits attached hereto are by this reference incorporated into this Agreement and made a part hereof.

**28. REPRESENTATIVES.** The applicable persons designated on Exhibit "A" hereto have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver any written directions, to amend, modify or waive any provision of this Agreement and to take any and all other actions on behalf of the Issuer, as applicable, under this Agreement, all without further consent or direction from, or notice to, it or any other party.

**29. USA PATRIOT ACT.** No party to this Agreement is (or will be) a person with whom Escrow Agent is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury of the United States of America (including, those persons named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons. Direct Transfer shall be responsible for conducting background checks (anti-money laundering, USA PATRIOT Act, social security number issues, etc.) on Subscribers and providing such results to the Escrow Agent in connection with the Escrow Agent processing the funds from such Subscribers. In addition, the Issuer and Depositor hereby agree to provide to Escrow Agent any additional information that Escrow Agent deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities. The following notification is provided to the Issuer and Depositor pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318 ("Patriot Act"): IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. In the event the Issuer or the Depositor violates any of the provisions of the USA Patriot Act and the regulations thereunder, such event shall constitute a default hereunder and shall entitle the Escrow Agent to exercise all of its rights and remedies at law or in equity, including but not limited to terminating this Escrow Agreement.

**30. ILLEGAL ACTIVITIES**. Escrow Agent shall have the rights in its sole discretion to not accept appointment as escrow agent and reject funds and collateral from any party in the event that Escrow Agent has reason to believe that such funds or collateral violate applicable banking practices or applicable laws or regulations, including but not limited to the Patriot Act. In the event of suspicious or illegal activity and pursuant to all applicable laws, regulations and practices, the other parties to this Agreement will assist Escrow Agent and comply with any reviews, investigations and examinations directed against the deposited Escrow Funds.

**31. SECURITY PROCEDURES.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement, as indicated in Schedule 1 attached hereto), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated in Section 17 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified in Section 17, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any one or more of your executive officers, ("Executive Officers"), which shall include the titles of Chief Executive Officer and Principal Financial Officer, as the Escrow Agent may select. Such "Executive Officer" shall deliver to the Escrow Agent a fully executed Incumbency Certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Purchaser or the Seller to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

[Signatures on Following Page]

**IN WITNESS WHEREOF,** the parties hereto have executed this Subscription Escrow Agreement as of the date first written above.

**REGIONS BANK,**
**As Escrow Agent**

By: /s/ Odell Romeo

Name: Odell Romeo

Its: Vice President

**ISSUER**

**RONCO BRANDS, INC.**

By: /s/ William Moore

Name: William Moore

Its: Chief Executive Officer

**Schedule 1**

Chase Bank, N.A
ABA#111000614
AC Name: Ronco Brands, Inc.
AC#

**Exhibit A**

1. Issuer Federal Employer Identification Number:

Issuer Representative: The following individual(s) is hereby appointed as representative of the Issuer under the Escrow Agreement:

| | | | |
|---|---|---|---|
| Name: | William Moore | Specimen Signature: | /s/ William Moore |
| Name: | Jason Post | Specimen Signature | /s/ Jason Post |

2. Definitions. "Expiration Date" means , 2017.

3. Escrow Account:
Regions Bank
ABA# 062005690
AC Name: Wealth Management Operations
AC#
FFC Name:
FFC#
ATTN: Odell Romeo

4. Termination and Disbursement. In the event there is any termination or failure of the offering pursuant to Sections 6b or 6c of the Escrow Agreement, the Escrow Agent shall, in accordance with the Offering document and as directed in writing by the Issuer, pay as soon as practicable to the applicable Subscriber(s), by certified or bank check and by first-class mail, the amount of each Subscriber's Cash Investment without interest.

**Exhibit B**

**Fee Schedule**

*These fees are based upon our current understanding of our duties under of the above-referenced agreement. Regions Bank reserves the rights to adjust its fees should its duties change under the agreement.*

| | |
|---|---|
| **CLOSING FEE**:<br>Due upon last closing of the Offering | **$300** |
| **ADMINISTRATION FEE**:<br>Due in advance at launch | **$3,500.00** |
| **TRANSACTION FEES**: | |
| Wire fee: | **Waived** |
| Check Disbursement: | |
| Return Subscription Deposit to Subscribers: | **$10.00 each** |
| **LEGAL FEES:** | **None** |

*The Administrative Fee is payable upon execution of the escrow documents. In the event the escrow is not funded, the Administrative Fee will not be refunded. All other fees, if any, will be billed to the client in arrears.*

Exhibit 11.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Offering Statement of Ronco Brands, Inc. on Form 1-A of our report dated February 28, 2017, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, with respect to our audit of the financial statements of Ronco Brands, Inc. as of February 22, 2017 and for the period from February 16, 2017 (date of inception) through February 22, 2017, which report appears in the Offering Circular, which is part of this Offering Statement. We also consent to the reference to our Firm under the heading "Experts" in such Offering Circular.

/s/ Marcum LLP

Marcum LLP
Ft. Lauderdale, FL
February 28, 2017

Exhibit 11.2

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Offering Statement of Ronco Brands, Inc. on Form 1-A of our report dated February 28, 2017, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, with respect to our audits of the financial statements of Ronco Holdings, Inc. as of December 31, 2015 and 2014 and for the years ended December 31, 2015 and 2014, which report appears in the Offering Circular, which is part of this Offering Statement. We also consent to the reference to our Firm under the heading "Experts" in such Offering Circular.

/s/ Marcum LLP

Marcum LLP
Ft. Lauderdale, FL
February 28, 2017

**EXHIBIT 12.1**

**LEGAL& COMPLIANCE, LLC**


***LAURA ANTHONY, ESQ.***
***LAZARUS ROTHSTEIN, ESQ.***
***CHAD FRIEND, ESQ., LLM***
***MARC S. WOOLF, ESQ.***

**WWW.LEGALANDCOMPLIANCE.COM**
**WWW.SECURITIESLAWBLOG.COM**
**WWW.LAWCAST.COM**

***OF COUNSEL:***
***JOHN CACOMANOLIS, ESQ.***
***CRAIG D. LINDER, ESQ.***
***PETER P. LINDLEY, ESQ., CPA, MBA***
***STUART REED, ESQ.***

***DIRECT E-MAIL:***
***LANTHONY@LEGALANDCOMPLIANCE.COM***


February 28, 2017

Ronco Brands, Inc.
15505 Long Vista Drive, Suite 250
Austin, Texas 78728

Re: Ronco Brands, Inc. Offering Statement on Form 1-A

Ladies and Gentlemen:

We have acted as securities counsel to Ronco Brands, Inc. (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission of a Regulation A Offering Statement on Form 1-A (the "Offering Statement") relating to the offer by the Company of up to 5,000,000 shares of the Company's common stock, par value $0.0001 per share, for a purchase price of $6.00 per share (the "Shares").

This opinion letter is being delivered in accordance with the requirements of Item 17(12) of Form 1-A under the Securities Act of 1933, as amended.

In connection with rendering this opinion, we have examined the originals, or certified, conformed or reproduction copies, of all such records, agreements, instruments and documents as we have deemed relevant or necessary as the basis for the opinion hereinafter expressed. In all such examinations, we have assumed the genuineness of all signatures on original or certified copies and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to this opinion, we have relied upon, and assumed the accuracy of, certificates and oral or written statements and other information of or from public officials, officers or representatives of the Company, and others.

We have reviewed: (a) the certificate of incorporation of the Company; (b) the bylaws of the Company; (c) the offering circular; (d) form of Subscription Agreement; and (e) such other corporate documents, records, papers and certificates as we have deemed necessary for the purposes of the opinions expressed herein.

Based upon and subject to the foregoing and to the other qualifications and limitations set forth herein, we are of the opinion that the Shares, when issued and delivered in the manner and/or the terms described in the Offering Statement as filed (after it is declared qualified), will be validly issued, fully paid and non-assessable.

We express no opinion with regard to the applicability or effect of the law of any jurisdiction other than, as in effect on the date of this letter, (a) the internal laws of the State of Delaware and (b) the federal laws of the United States. We express no opinion as to laws of any other jurisdiction. We assume no obligation to revise or supplement this opinion should the laws be changed after the effective date of the Offering Statement by legislative action, judicial decision or otherwise.

We hereby consent to the filing of this opinion as an exhibit to the Offering Statement and to the reference to our firm under the caption "Legal Matters" in the Offering Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Sincerely yours,

*/s/ Laura E. Anthony*
Laura E. Anthony,
For the Firm

*No money or other consideration is being solicited for our Regulation A+ offering at this time and if sent to Ronco Brands, Inc. ("Ronco") will not be accepted. No offer to buy securities in a Regulation A+ offering can be accepted until Ronco's offering statement has been filed with and qualified by the SEC. Any such offer to buy securities may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance is given after the qualification date. Any indications of interest in Ronco's offering involves no obligation or commitment of any kind. In addition, Ronco is under no obligation to make an offering under Regulation A+. We may choose to make an offering to some, but not all, of the people who indicate an interest in investing and that offering might not be under Regulation A+. If Ronco does go ahead with an offering, it will only be able to make sales after it has filed an offering statement with the SEC and the SEC has qualified the offering statement.*

**FORM OF SUBSCRIPTION AGREEMENT**

**The securities offered hereby are highly speculative. Investing in shares of Ronco Brands, Inc. involves significant risks. This investment is suitable only for persons who can afford to lose their entire investment. Furthermore, investors must understand that such investment could be illiquid for an indefinite period of time. No public market currently exists for the securities, and if a public market develops following this offering, it may not continue.**

**The securities offered hereby have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"), or any state securities or blue sky laws and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and state securities or blue sky laws. Although an offering statement ("*Offering Statement*") has been filed with the Securities and Exchange Commission (the "SEC"), that offering statement does not include the same information that would be included in a registration statement under the Securities Act. The securities have not been approved or disapproved by the SEC, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or the adequacy or accuracy of the offering circular or any other materials or information made available to subscriber in connection with this offering. Any representation to the contrary is unlawful.**

**No sale may be made to persons in this offering who are not "accredited investors" if the aggregate purchase price is more than 10% of the greater of such investors' annual income or net worth. The Company is relying on the representations and warranties set forth by each subscriber in this subscription agreement and the other information provided by subscriber in connection with this offering to determine compliance with this requirement.**

**Prospective investors may not treat the contents of the subscription agreement, the offering circular or any of the other materials available (collectively, the "*Offering Materials*") or any prior or subsequent communications from the Company or any of its officers, employees or agents (including "testing the waters" materials) as investment, legal or tax advice. In making an investment decision, investors must rely on their own examination of the Company and the terms of this offering, including the merits and the risks involved. Each prospective investor should consult the investor's own counsel, accountant and other professional advisor as to investment, legal, tax and other related matters concerning the investor's proposed investment.**

**The Company reserves the right in its sole discretion and for any reason whatsoever to modify, amend and/or withdraw all or a portion of the offering and/or accept or reject in whole or in part any prospective investment in the securities or to allot to any prospective investor less than the amount of securities such investor desires to purchase.**

**Except as otherwise indicated, the Offering Materials speak as of their date. Neither the delivery nor the purchase of the securities shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since that date.**

This agreement ("***Agreement***") is made as of the date set forth below by and between the undersigned ("***Subscriber***") and RONCO BRANDS, INC., a Delaware corporation (the "***Company***"), and is intended to set forth certain representations, covenants and agreements between Subscriber and the Company with respect to the offering (the "***Offering***") for sale by the Company of shares of its common stock (the "***Shares***") as described in the Company's Offering Circular dated _____, 2017 (the "***Offering Circular***"), a copy of which has been delivered to Subscriber. The Shares are also referred to herein as the "***Securities***."

## ARTICLE I
## SUBSCRIPTION

**1.01** **Subscription.** Subject to the terms and conditions hereof, Subscriber hereby revocably subscribes for and agrees to purchase from the Company the number of Shares set forth on the Subscription Agreement Signature Page, and the Company agrees to sell such Shares to Subscriber at a purchase price of $6.00 per Share for the total amount set forth on the Subscription Agreement Signature Page (the "***Purchase Price***"), subject to the Company's right to sell to Subscriber such lesser number of Shares as the Company may, in its sole discretion, deem necessary or desirable. Such revocable subscription shall become irrevocable upon both the qualification of the Offering Statement by the SEC and the subscription is accepted by the Company.

**1.02** **Delivery of Subscription Amount; Acceptance of Subscription; Delivery of Securities**. Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

(a) Except as otherwise provided in Section 1.02(b) of this Agreement, contemporaneously with the electronic execution and delivery of this Agreement through the online platform of Direct Transfer, Subscriber shall pay the Purchase Price for the Shares by ACH debit transfer, wire transfer or by major credit card to the specified bank account maintained by Regions Bank. Payments made by major credit card shall be limited to $300 per Subscriber;

(b) Payment of the Purchase Price shall be made by Subscriber through the online platform of Direct Transfer to Regions Bank (the "Escrow Agent") and received and held by Escrow Agent in a non-interest bearing escrow account ("Escrow Account") in compliance with SEC Rule 15c2-4, with funds released to the Company only after we closed on the subscription as described in the Circular. Notwithstanding the foregoing, until the Offering Statement is declared qualified by the SEC, no payment from a Subscriber will be accepted by us and put into the Escrow Account. Pending the qualification of the Offering Statement by the SEC, Subscriber may only authorize the payment of the purchase price by ACH debit transfer, wire transfer or by major credit card upon the qualification of the Offering Statement by the SEC, at which time, the Subscriber will be notified by the Transfer Agent that the funds of the Subscriber will be debited within 24 hours of the qualification of the Offering Statement by the SEC, absent prior rescission by the Subscriber;

(c) This subscription shall be deemed to be accepted only when this Agreement has been signed by an authorized officer or agent of the Company, and the deposit of the payment of the purchase price for clearance will not be deemed an acceptance of this Agreement;

(d) The Company shall have the right to reject this subscription, in whole or in part;

(e) The payment of the Subscription Amount (or, in the case of rejection of a portion of the Subscriber's subscription, the part of the payment relating to such rejected portion) will be returned promptly, without interest or deduction, if Subscriber's subscription is rejected in whole or in part or if the Offering is withdrawn or canceled;

(f) Upon the release of Subscriber's Purchase Price to the Company by the Escrow Agent, Subscriber shall receive notice and evidence of the digital book-entry (or other manner of record) of the number of the Shares owned by Subscriber reflected on the books and records of the Company and verified by Direct Transfer, acting in the capacity of transfer agent (the "***Transfer Agent***"), which books and records shall bear a notation that the Shares were sold in reliance upon Regulation A.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of each Closing Date:

**2.01** **Requisite Power and Authority**. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement has been or will be effectively taken prior to the Closing. Upon execution and delivery, this Subscription Agreement will be a valid and binding obligation of Subscriber, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

**2.02** **Investment Representations**. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement. Subscriber is purchasing the Shares for Subscriber's own account.

**2.03** **Illiquidity and Continued Economic Risk**. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

**2.04** **Accredited Investor Status or Investment Limits**. Subscriber represents that either:

(a) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Subscriber represents and warrants that the information set forth in response to question (c) on the Subscription Agreement Signature Page hereto concerning Subscriber is true and correct; or

(b) The Purchase Price set out in paragraph (b) of the Subscription Agreement Signature Page, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth.

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

**2.05** **Shareholder Information**. Within five days after receipt of a request from the Company, Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject, including, without limitation, the need to determine the accredited status of the Company's shareholders. **Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.**

**2.06** **Company Information**. Subscriber has read the Offering Circular filed with the SEC, including the section titled "Risk Factors." Subscriber acknowledges that no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

**2.07** **Valuation**. Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

**2.08** **Domicile**. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

**2.09** **Placement Agent Fees.** Except for the placement agent fees to Wellington Shields & Co., LLC, no fees or commissions will be payable by the Company to brokers, finders or investment bankers with respect to the sale of any of the Common Stock or the consummation of the transactions contemplated by this Agreement. The Company agrees that it will indemnify and hold harmless the Subscriber from and against any and all claims, demands or liabilities for broker's, finder's, placement or other similar fees or commissions incurred by the Company or alleged to have been incurred by the Company in connection with the sale of the Common Stock or the consummation of the transactions contemplated by this Agreement.

**2.10** **Foreign Investors**. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

**2.10** **Patriot Act; Anti-Money Laundering; OFAC.** The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

(a) The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Securities or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Securities, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(b) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective subscriber if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(c) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

(d) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

(e) The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Securities (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

(f) ANTI MONEY LAUNDERING REQUIREMENTS The USA PATRIOT

| **The USA PATRIOT Act** | **What is money laundering?** | **How big is the problem and why is it important?** |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year. |

| What are we required to do to eliminate money laundering? | |
|---|---|
| Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

## ARTICLE III
## SURVIVAL; INDEMNIFICATION

**3.01** **Survival; Indemnification**. All representations, warranties and covenants contained in this Agreement and the indemnification contained herein shall survive (a) the acceptance of this Agreement by the Company, (b) changes in the transactions, documents and instruments described herein which are not material or which are to the benefit of Subscriber, and (c) the death or disability of Subscriber. Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants in Article II hereof and that the Company has relied upon such representations, warranties and covenants in determining Subscriber's qualification and suitability to purchase the Securities. Subscriber hereby agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and controlling persons, from and against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees and disbursements), judgments or amounts paid in settlement of actions arising out of or resulting from the untruth of any representation of Subscriber herein or the breach of any warranty or covenant herein by Subscriber. Notwithstanding the foregoing, however, no representation, warranty, covenant or acknowledgment made herein by Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to it under the Securities Act or state securities laws.

## ARTICLE IV
## MISCELLANEOUS PROVISIONS

**4.01** **Captions and Headings**. The Article and Section headings throughout this Agreement are for convenience of reference only and shall in no way be deemed to define, limit or add to any provision of this Agreement.

**4.02** **Notification of Changes.** Subscriber agrees and covenants to notify the Company immediately upon the occurrence of any event prior to the consummation of this Offering that would cause any representation, warranty, covenant or other statement contained in this Agreement to be false or incorrect or of any change in any statement made herein occurring prior to the consummation of this Offering.

**4.03** **Assignability**. This Agreement is not assignable by Subscriber, and may not be modified, waived or terminated except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought.

**4.04** **Binding Effect**. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns, and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and assigns.

**4.05** **Obligations Revocable**. The obligations of Subscriber shall be revocable until they become irrevocable when both the Offering Circular has been qualified by the SEC and the subscription is accepted by the Company.

**4.06** **Entire Agreement; Amendment.** This Agreement states the entire agreement and understanding of the parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written. No amendment of the Agreement shall be made without the express written consent of the parties.

**4.07** **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, which shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**4.08** **Venue; Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of Delaware.

**4.09** **Notices**. All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified mail, postage prepaid, with return receipt requested, addressed to the parties as follows: to the Company, 15505 Long Vista Drive, Suite 250, Austin, TX 78728, and to Subscriber, at the address indicated below. Any party may change its address for purposes of this Section by giving notice as provided herein.

**4.10** **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

**4.11** **Digital Signatures**. Digital ("electronic") signatures, often referred to as an "e-signature", enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures. The mechanics of this Subscription Agreement's electronic signature include your signing this Agreement below by typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a securities hash within an SSL encrypted environment. This electronically signed Subscription Agreement will be available to both you and the Company, as well as any associated brokers, so they can store and access it at any time, and it will be stored and accessible on the Direct Transfer's software tools platform and hosting provider, including backups. You and the Company each hereby consents and agrees that electronically signing this Agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, all parties agree that no certification authority or other third party verification is necessary to validate any electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and such transaction shall be considered authorized by you. You agree your electronic signature is the legal equivalent of your manual signature on this Subscription Agreement you consent to be legally bound by this Subscription Agreement's terms and conditions. Furthermore, you and the Company each hereby agrees that all current and future notices, confirmations and other communications regarding this Subscription Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in this Subscription Agreement or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients spam filters by the recipients email service provider, or due to a recipient's change of address, or due to technology issues by the recipients service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

**RONCO BRANDS, INC.**
**Investor Profile**
***(Must be completed by Subscriber)***

**Section A - Personal Investor Information**

Investor Name(s): _____

Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Date of Birth: _____ Marital Status: _____
Joint Party Date of Birth: _____ Investment Experience (Years): _____
Annual Income: _____ Liquid Net Worth: _____
Net Worth: _____

Tax Bracket: _____ 15% or below _____ 25% - 27.5% _____ Over 27.5%

Home Street Address: _____

Home City, State & Zip Code: _____

Home Phone: _____ Home Fax: _____ Home Email: _____

Employer: _____

Employer Street Address: _____

Employer City, State & Zip Code: _____

Bus. Phone: _____ Bus. Fax: _____ Bus. Email: _____

Type of Business: _____

Outside Broker/Dealer: _____

## Section B - Certificate Delivery Instructions

**Shares will be issued only in book-entry form rather than in a physical certificate.**

**RONCO BRANDS, INC.**
**SUBSCRIPTION AGREEMENT SIGNATURE PAGE**

The undersigned, desiring to purchase shares of common stock of Ronco Brands, Inc., by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The number of Shares the undersigned hereby revocably subscribes for (which shall become an irrevocable subscription upon both the qualification of the Offering Statement by the SEC and acceptance of the subscription by the Company) is:

_____
(enter number of Shares)

(b) The aggregate Purchase Price (based on a price of $6.00 per Share) for the Shares the undersigned hereby revocably subscribes for (which shall become an irrevocable subscription upon both the qualification of the Offering Statement by the SEC and acceptance of the subscription by the Company) is:

$ _____
(enter total Purchase Price)

(c) Check the applicable box:

□ The undersigned is an accredited investor (as that term is defined in Regulation D under the Securities Act). The undersigned has checked the appropriate box on the attached Certificate of Accredited Investor Status indicating the basis of such accredited investor status.

□ The amount set forth in paragraph (b) above (together with any previous investments in the Securities pursuant to this offering) does not exceed 10% of the greater of the undersigned's net worth or annual income.

(d) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

_____
(print name of owner or joint owners)

**INDIVIDUALS**

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement _____, 2017.

_____
(Signature of subscriber)

PRINT NAME: _____

COMPANY NAME (IF APPLICABLE):

_____
TITLE OF SIGNER (IF APPLICABLE):

_____
TAXPAYER IDENTIFICATION OR

SOCIAL
SECURITY NO.: _____

RESIDENCE OR BUSINESS ADDRESS:

_____
Street

_____
City State Zip

MAILING ADDRESS (If different from business address):

_____
Street

_____
City State Zip

ACCEPTED AND AGREED TO:

RONCO BRANDS, INC.:

By: _____
Name: _____
Title: _____

Date: _____, 2017

**CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES**

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement _____, 2017.

_____
NAME OF SUBSCRIBER

By: _____
Name: _____
Title: _____

Date: _____, 2017

_____
TAXPAYER IDENTIFICATION OR

SOCIAL
SECURITY NO.: _____

RESIDENCE OR BUSINESS ADDRESS:

_____
Street

_____
City State Zip

MAILING ADDRESS (If different from business address):

_____
Street

_____
City State Zip

ACCEPTED AND AGREED TO:

RONCO BRANDS, INC.:

By: _____
Name: _____
Title: _____

Date: _____, 2017

**CERTIFICATE OF ACCREDITED INVESTOR STATUS**

The undersigned is an individual "accredited investor," as that term is defined in Regulation D under the Securities Act of 1933, as amended (the "Act"). The undersigned has checked the box below indicating the basis on which it is representing its status as an "accredited investor":

☐ a bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(a)(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

☐ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

☐ a natural person whose individual net worth, or joint net worth with the undersigned's spouse, excluding the "net value" of his or her primary residence, at the time of this purchase exceeds $1,000,000 and having no reason to believe that net worth will not remain in excess of $1,000,000 for the foreseeable future, with "net value" for such purposes being the fair value of the residence less any mortgage indebtedness or other obligation secured by the residence, but subtracting such indebtedness or obligation only if it is a liability already considered in calculating net worth;

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with the undersigned's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

☐ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment; or

☐ an entity in which all of the equity holders are "accredited investors" by virtue of their meeting one or more of the above standards.

☐ an individual who is a director or executive officer of Ronco Brands, Inc.

*No money or other consideration is being solicited for our Regulation A+ offering at this time and if sent to Ronco Brands, Inc. ("Ronco") will not be accepted. No offer to buy securities in a Regulation A+ offering can be accepted until Ronco's offering statement has been filed with and qualified by the SEC. Any such offer to buy securities may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance is given after the qualification date. Any indications of interest in Ronco's offering involves no obligation or commitment of any kind. In addition, Ronco is under no obligation to make an offering under Regulation A+. We may choose to make an offering to some, but not all, of the people who indicate an interest in investing and that offering might not be under Regulation A+. If Ronco does go ahead with an offering, it will only be able to make sales after it has filed an offering statement with the SEC and the SEC has qualified the offering statement.*



**Ronco Brands Files for Regulation A+ (Mini-IPO) Offering; Plans to Raise $30 Million**

*Iconic household products and small kitchen appliances brand seeks investors to expand dynamic product line and grow business worldwide*

AUSTIN, Texas – March 02, 2017 – Ronco Brands, Inc. (www.ronco.com) ("Ronco" or the "Company"), an iconic brand and industry leader in the development and sale of innovative household products and kitchen appliances, has launched a Regulation A+ (Mini-IPO) offering and has filed a Form 1-A offering circular with the U.S. Securities and Exchange Commission (SEC). The purpose of the offering is to allow both accredited and non-accredited potential investors who have already become Ronco's users, fans, and supporters throughout the years the opportunity to participate in the continued growth of Ronco.

Ronco's Regulation A+ offering, once qualified with the SEC, will allow the company to sell 5,000,000 shares of its securities to the general public. Ronco is planning on offering investments at $6.00 USD per share with a minimum investment of 20 shares, costing $120.00 USD. The offering will be conducted on a best efforts basis through our website www.Ronco.com/Opportunity, where the Offering Circular relating to the offering will be posted.

Well-known for its successful portfolio of iconic consumer products such as the Showtime® Rotisserie, Veg-O-Matic®, the Pocket Fisherman®, and one of its newer categories, Doc® Cleaning, Ronco thrives on engineering and product development, with a commitment to continually expanding its product line to improve its customers daily lives. Since 1964, millions of customers have invested in Ronco® branded household products to make time spent in the kitchen, and around the home, easy and enjoyable. Now, Ronco is offering its loyal customers the opportunity to invest in the Company's growth in a future driven by innovations that continue to meet evolving consumer needs.

"The Ronco brand has been synonymous with "innovation" for more than 3 generations of American consumers. Our products are found in millions of American kitchens. We're proud of our legacy, and our reputation for providing American families with one of the most trusted and established lifestyle brands in our space," said Bill Moore, CEO of Ronco Brands Inc. "With recent reports indicating that the home appliance industry will reach nearly $115 billion USD by 2020, we invite customers around the world the opportunity to become an owner and benefit from Ronco's success."

A lot has changed since 1964 when inventor and infomercial pioneer, Ron Popeil, first appeared on America's TV screens. As times have changed, Ronco has, too – and that evolution has been driven by the company's loyal customers and their changing needs. Ronco's history of creating innovative products will continue with the development and release of more than 30 new products this year – products that will play a vital role in households around the world.

To learn more about how to become an owner of Ronco Brands, Inc. today, visit http://www.ronco.com/Opportunity.

**About Ronco Brands, Inc.**
Known for the legendary tagline “But wait...there’s more,”® Ronco has been creating innovative, cutting-edge kitchen devices for over fifty years. To date, over $2 billion worth of Ronco branded products have been sold in America. Ronco prides itself on developing wellengineered, affordable products designed with the mantra "Always Innovating"® in mind! At Ronco, food is more than something you just eat; it’s at the heart of the dinner table. All of Ronco’s cooking and food preparation products improve time spent in the kitchen so that families can share healthy, delicious meals together. In addition, Ronco has established customer confidence in its kitchen accessories, cleaning and other innovative Ronco products. For more information, visit www.ronco.com or follow Ronco online at Facebook.com/RoncoProducts and @RoncoProducts on Twitter.

No money or other consideration is being solicited for our Regulation A+ offering at this time and if sent to Ronco will not be accepted. No offer to buy securities in a Regulation A+ offering can be accepted until Ronco’s offering statement has been filed with and qualified by the SEC. Any such offer to buy securities may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance is given after the qualification date. Any indications of interest in Ronco’s offering involves no obligation or commitment of any kind. In addition, Ronco is under no obligation to make an offering under Regulation A+. We may choose to make an offering to some, but not all, of the people who indicate an interest in investing and that offering might not be under Regulation A+. If Ronco does go ahead with an offering, it will only be able to make sales after it has filed an offering statement with the SEC and the SEC has qualified the offering statement.

**Forward Looking Statements**
We caution you that, whether or not expressly stated, certain statements made in this news release that reflect management's expectations regarding future events and economic performance are forward-looking in nature and, accordingly, are subject to risks and uncertainties. All statements other than statements of historical facts included in this press release are forward-looking statements. In some cases, forward-looking statements can be identified by words such as "believe," "expect," "anticipate," "plan," "potential," "continue" or similar expressions. Such forward-looking statements include risks and uncertainties, and there are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Investors should not place any undue reliance on forward-looking statements since they involve known and unknown, uncertainties and other factors which are, in some cases, beyond the Company’s control which could, and likely will, materially affect actual results, levels of activity, performance or achievements.

**Media Contact:**
Hilary Donnell
FischTank Marketing and PR
646-699-1536
hilary@fischtankpr.com

**Investor Contact:**
Michael Porter or Matthew Abenante
Porter, LeVay and Rose
212-564-4700
ronco@plrinvest.com

###



**Make the decision today to invest in Ronco Brands, Inc., and join in our vision for growth...**

Reserve Shares Now

Minimum Investment of $120

The Ronco brand has been synonymous with "innovation" for more than 3 generations of American consumers. Our products are found in millions of American kitchens, and provide solutions to everyday problems around your homes. Now, for the first time, you can join in fueling Ronco's growth. Your investment will fund development of new products, expand new markets, and build a new future for an iconic American brand. New products, and expanding markets for those products, should readily translate into growth in the value of Ronco and in the value of your ownership stake. Ultimately the price of your stock ownership will reflect the success of our growing company and the general growth of America.

Download Brochure

Preliminary Offering Statement

## The Opportunity: Ronco Mission

For over 50 years, Ronco has been dedicated to delivering innovative products that improve our customers' daily lives, so they can spend less time in the kitchen, and more time with their families. Today, we are raising capital to continue our innovation, expand our iconic product line and grow our business to reach consumers worldwide.

### Ronco Investment Rewards

**Up to $1,000**
One time 10% off discount on Ronco.com

**Over $1,000**
One time 20% off discount on Ronco.com

**Over $5,000**
20% off + Free Ronco Rotisserie

**Over $10,000**
20% off + Free Ronco Rotisserie & Ronco Ready Grill with accessories

**Over $25,000**
All rewards, + the first 30 investors receive a commemorative Ronco book

Reserve Shares Now

## Recent Innovations

While Ronco is well-known for our successful staple products such as the Showtime Rotisserie, we thrive on expanding our deep product line and constantly creating new products used by families and households around the world.

### Pizza & More®

- This highly reviewed 13-inch pan rotates to evenly to guarantee golden crusts and crispy food.
- The removable warming tray and baking pan have a safe, non-stick coating.
- Cooks up to 40% faster and is up to 52% more energy efficient than a regular kitchen oven.

## EZ-Store Rotisserie®

- Introducing the easy-to-store version of the classic Ronco Rotisserie... compact and stylish.
- The Self-basting rotation locks in the flavors while the excess fat and grease drip away.
- Cook quick, delicious and healthy meals any night of the week, using less energy.

Reserve Shares Now

## Industry Growth Facts

- The home appliance industry includes electrical or mechanical devices used in a household.
- The household appliance consumption in the U.S. and Canada is projected to reach nearly $115 billion by 2020.*
- The small cooking appliances market was valued at over $55 billion in 2015 and is expected to grow as more convenient and technologically advanced products are created.*
- Sales in this industry are increasingly digital, leading to the increased value of brands who can now interact with consumers in new ways.

## Our Legacy: Consumer Product Innovation







Reserve Shares Now

## Ronco History


The Ronco brand was founded in 1964 by Chicago business man Ron Popeil with the goal of inventing products that aid families in all aspects of their daily lives. Ron Popeil is the quintessential example of a self-made success story. Ron's entrepreneurial spirit was first triggered in his youth on Maxwell Street in Chicago, a popular hub for commerce at the time. His book, "Salesman of the Century", has resonated with Americans from every walk of life. Ron is no longer associated with Ronco but his legend lives on.

He quickly garnered fame for his phrase "But Wait, There's More®" and was known as "the father of the infomercial" for the company's well-known marketing efforts. Ron's vision turned Ronco into an iconic part of pop culture. Fifty years and $2 billion in sales later, Ronco continues to invent and innovate.

For over 50 years, Ronco has created exceptionally engineered small kitchen appliances, household products, and gadgets. Ronco was sold to Austin, Texas based Ronco Holdings, Inc. in 2011.

Reserve Shares Now

## A Word From Our President

"Ronco's rich history, and its connection to the American home provides us with a unique platform for growth in all our product categories. Millions of consumers consider their Ronco products as essential to their kitchens, and in their family's lives. And, we are pleased to present them with an opportunity to invest in the Company itself. I am proud of what we've built, the legacy we own, and our reputation for providing American families with such innovative products."

**- Bill Moore, President**
Ronco Brands Inc.

Reserve Shares Now


# FAQs

**What is a Reg A+ offering?**

Reg A+ allows companies to offer and sell securities to the public, not just to institutional or accredited investors. In comparison to traditional registered offerings, a Reg A+ offering registration on Form 1-A allows smaller companies in earlier stages of development to raise money more cost-effectively.

**What is the company offering?**

The company is offering to the public the opportunity to reserve to purchase up to 5 million shares of its common stock, out of 19 million fully-diluted shares.

**How do I buy shares?**

Until our registration statement has been declared effective by the SEC, you can only reserve shares by clicking on the "Reserve Shares Now" button. But first, please check out this page and the brochure in the documents section to learn about us and our business, and please also review the Preliminary Offering Circular, which includes investment risks. You can also view that document on the SEC's website.

**What should I do before reserving shares?**

You should read the risks, which are located in the Preliminary Offering Circular available on this page, and the terms and conditions, which are also included in that document.

**When do I actually get my shares?**

Once you have completed the subscription agreement, you don't need to do anything further to purchase and receive your shares. Once our registration statement has been declared effective, we will notify you that we are effective, and that your form of payment will be processed. You will receive your shares promptly after that.

**How much do shares cost?**

Shares cost $6.00 each, and you can buy any number of shares you choose, with a minimum of 20 shares ($120).

**Other than owning shares, are there any additional benefits to investing in Ronco?**

As an investor at any level, you'll be entitled to a one-time 10% discount on your purchase at Ronco.com. If you invest more than $1,000, you'll be entitled to a one-time 20% discount. If you invest more than $5,000, you'll also receive a Ronco Rotisserie. With an investment of more than $10,000, we'll include a Ronco Ready Grill with accessories, and the first 30 individuals who invest more than $25,000 will receive a Ronco commemorative book.

**Do I have to be a U.S. citizen or live in the U.S. to reserve shares or invest?**

While our registration statement is only filed with the U.S. Securities and Exchange Commission, investors outside the U.S. may also be eligible to buy shares. We ask that you assess your situation to decide whether it allows you to invest in our shares.

**How and when can I sell my shares?**

Once our registration statement has been declared effective by the SEC and you have received your shares, you will be able to sell those shares. While we intend to apply for our shares to be traded on either the OTCQC market or the NASDAQ or NYSE, those applications have not yet been accepted, and therefore we do not yet know which market, if any, will be available for purchases and sales of our shares.

**How was the $6.00 share offering price calculated?**

The valuation of the company was based on many factors, including historical performance and expectations for future sales and profitability. The valuation was not based on any set valuation criteria, and was not based on an independent, third party valuation.

**How much capital is the company attempting to raise?**

We have filed to raise up to $30,000,000 by selling up to 5,000,000 of our common shares, to be used as set forth in the "Use of Proceeds" section of our offering memorandum.

**Can anyone invest in Ronco Brands, Inc.?**

Yes, anyone can invest in a Reg A+ offering, provided that the investment is no more than the lesser of 10% of your income or net worth. If you click "Reserve Shares Now", you will be asked questions to help determine your maximum investment amount.

**How long will I be able to reserve shares?**

You will be able to reserve shares until our registration statement has been declared effective by the SEC. At that point, the Company may choose to either leave the offering open for additional investments, or close the offering.

**How do I pay for the stock?**

When you click on the "Reserve Shares Now" button, you will be asked to choose either wire transfer, ACH, or credit card, and you'll be asked to provide all the relevant information for each type of payment. Your form of payment will not be charged until our registration statement has been declared effective by the SEC.

**I have another question—who can I talk to?**

We're more than happy to answer any questions you may have. Please send us an email at investorrelations@ronco.com, with your question or questions, and if you like, include your phone number. You can also call Matthew Abenante of Porter, LeVay & Rose at (212) 564-4700 if you'd like to ask your question directly. In either case, we'll get back to you right away.


Ronco has filed an offering statement on Form 1-A with the SEC which preliminary offering statement can be read here (link to offering statement). The offering statement has not yet been qualified by the SEC. No money or other consideration is being solicited for our Regulation A+ offering at this time and if sent in to Ronco will not be accepted. No offer to buy securities in a Regulation A+ offering of Ronco can be accepted and no part of the purchase price can be received until Ronco's offering statement is qualified with the SEC. Any such offer to buy securities may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the qualification date. Any indications of interest in Ronco's offering involves no obligation or commitment of any kind. Ronco is testing the waters under Regulation A of the Securities Act of 1933, as amended. This process allows companies to determine whether there may be interest in an eventual offering of its securities. Ronco is not under any obligation to continue to make an offering under Regulation A. If Ronco does go ahead with an offering under Regulation A, it will only be able to make sales after the SEC has qualified its offering statement. The information in the offering statement is more complete than the test-the-waters materials and could differ in important ways. You must read the offering statement filed with the SEC.

* Statista. "Statistics and Facts about the Home Appliance Industry in the U.S." https://www.statista.com/topics/2843/home-appliance-industry-in-the-us/
* Global Market Insights "Kitchen Appliance Market Size" https://www.gminsights.com/industry-analysis/kitchen-appliances-market-report

## *Personal Information*

Full Name

Email

Investment Amount

Minimum Investment of $120

### Ronco Investment Rewards

**Up to $1,000**
One time 10% off discount on Ronco.com

**Over $1,000**
One time 20% off discount on Ronco.com

**Over $5,000**
20% off + Free Ronco Rotisserie

**Over $10,000**
20% off + Free Ronco Rotisserie & Ronco Ready Grill with accessories

**Over $25,000**
All rewards, + the first 30 investors receive a commemorative Ronco book

☐ (i) I understand that to purchase Shares, I must either be an 'accredited investor' as such term is defined in Rule 501 of Regulation D promulgated under the act, OR I must limit my investment in the Shares to a maximum of 10% of my net worth or annual income, whichever is greater, if I am a natural person; or

(ii) 10% of my revenues or net assets, whichever is greater, for my most recently completed fiscal year, if I am a non-natural person.

Next

Ronco has filed an offering statement on Form 1-A with the SEC which preliminary offering statement can be read here (link to offering statement). The offering statement has not yet been qualified by the SEC. No money or other consideration is being solicited for our Regulation A+ offering at this time and if sent in to Ronco will not be accepted. No offer to buy securities in a Regulation A+ offering of Ronco can be accepted and no part of the purchase price can be received until Ronco's offering statement is qualified with the SEC. Any such offer to buy securities may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the qualification date. Any indications of interest in Ronco's offering involves no obligation or commitment of any kind. Ronco is testing the waters under Regulation A of the Securities Act of 1933, as amended. This process allows companies to determine whether there may be interest in an eventual offering of its securities. Ronco is not under any obligation to continue to make an offering under Regulation A. If Ronco does go ahead with an offering under Regulation A, it will only be able to make sales after the SEC has qualified its offering statement. The information in the offering statement is more complete than the test-the-waters materials and could differ in important ways. You must read the offering statement filed with the SEC.

* Statista, "Statistics and Facts about the Home Appliance Industry in the U.S." https://www.statista.com/topics/2843/home-appliance-industry-in-the-us/
* Global Market Insights "Kitchen Appliance Market Size" https://www.gminsights.com/industry-analysis/kitchen-appliances-market-report

| | Video - V1 | Audio - V1 |
|---|---|---|
| Opening sequence | 0.01 - 0.09: Visual of a sunny day in a small town or city, an American flag flying in front of a building. The visual of a family around the dinner table. | 0.01: "Background music playing. VO: America has always led the rest of the world when it comes to consumer products and innovation." 0.06: "American families expect a lot from the brands they love and trust." |
| 1 | 0.09 - 0.15: Clip from legacy Ronco Pocket Fisherman infomercial video. | 0.09 - 0.15: Audio from legacy Ronco Pocket Fisherman infomercial video |
| 2 | 0.15 - 0.24: His inventions have made our lives so much easier and so much fun - you know who we're talking about...Ron Popeil of course. That video continues to run, showing Ron coming out. | 0.15 - 0.24: Audio from existing Ronco Showtime Rotisserie infomercial video |
| 3 | That video continues to run, while showing at the bottom the byline, **"Ron Popeil is now an independent inventor and contiues to be active in developing products for his own account"**. | |
| 4 | 0.25 - 0.35: Ronco logo and product shots, including legacy products, and current products. | 0.25 - 0.35: VO, "The Ronco brand is as American as apple pie. For more than 50 years, familes from around the country have trusted us to make their lives better." |
| 5 | 0.35 - 0.42: Vintage Ronco products and Ron Popeil vintage shots. | 0.35 - 0.42: Ascending music playing: VO, " But a lot has changed since 1964 when Ron Popeil first appeared on your living room TV." |
| 6 | 0.42 - 0.58: New product shots: modern home appliances, kitchen accessories, family around a kitchen table. | 0.42 - 0.58: VO, "As times have changed, Ronco and our vast product portfolio have evolved too, and it's you that's driven that evolution. Everything we do, and every channel we join...every invention we create is based on you and your family's needs." |
| 7 | 0.59 - 1.36: Bill Moore speaking on camera, in front of an array of products. Additional shots of the Ronco office and staff, and warehouse. | 0.59 - 1.36: Ascending music continues, "Ronco is an iconic American brand. We have an over 50 year relationship with our customers spanning three generations. Our Ronco team comes together every day here in our Austin TX headquarters with a sense of purpose to continue the legacy of a great American company. This year we expect to launch over forty new, innovative productsall of which are designed to meet consumer needs, and ultimately to improve the way our customers prepare food, and take care of their homes. Ronco is most certainly a classic, lifestyle brand." |
| 8 | 1.36 - 1.51: Ronco product shots and products in home. | 1.36 - 1.51: Music continues: VO, "Now we are offering our millions of loyal fans the opportunity to join the Ronco family by investing in our growth. Customer needs and feedback have always driven new Ronco products, and we believe this opportunity to invest in the Company achieves this same goal. |
| 9 | 1.51 - 1.56: Bill Moore speaking on camera, in front of an array of products. | 1.51 - 1.56: Music continues: "We're asking you to join with us in building our company." |
| 10 | 1:56 - 2.06 Ronco investor landing page URL, and disclaimer. | 1.56 - 2.06: VO: "For more information on Ronco or how to become an investor, visit Ronco.com/opportunity". Music follows. |
| | 2.06 - 2.10 Ronco Logo with tagline "Always Innovating". | 2.06 - 2.10: No sound |