

RICHTER

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Court File No.

**THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT
COMPANY, THANE DIRECT MARKETING INC., WEST COAST DIRECT
MARKETING, INC., THANE DIRECT CANADA INC. AND
TDG, INC.**

REPORT OF THE PROPOSED RECEIVER

OCTOBER 19, 2015

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT COMPANY, THANE DIRECT
MARKETING INC., WEST COAST DIRECT MARKETING, INC., THANE DIRECT CANADA INC. AND
TDG, INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43**

**REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS PROPOSED RECEIVER OF
THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT COMPANY, THANE DIRECT
MARKETING INC., WEST COAST DIRECT MARKETING, INC., THANE DIRECT CANADA INC., AND
TDG, INC.**

OCTOBER 19, 2015

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I. INTRODUCTION

1. Richter Advisory Group Inc. ("**Richter**") understands that an application will be made before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") by the agent, Bank of Montreal, (the "**Agent**"), for the syndicate of lenders including the Bank of Montreal, HSBC Bank Canada and the National Bank of Canada (collectively, the "**Lenders**"), for an order (the "**Receivership Order**") appointing Richter as a receiver to exercise the powers and duties set out in the Receivership Order, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act* R.S.O. 1990 c. C.43, as amended (the "**Receiver**"), without security, of all the assets, properties and undertakings (the "**Property**") of Thane Direct Company, Thane Direct Canada Inc. and Thane Direct Marketing Inc. (collectively, the "**Canadian Debtors**"), Thane International, Inc., West Coast Direct Marketing, Inc., TDG, Inc. and Thane Direct, Inc. (collectively, the "**U.S. Debtors**", and together with the Canadian Debtors, "**Thane**" or the "**Company**").
2. Richter was previously retained by the Debtor to act as a financial advisor to Thane to assist in providing strategic advice on this proposed transaction and reviewing the sales process run by the Company's sales agent, SSG Capital Advisors, LLC ("**SSG**"). Richter also worked with the Lenders and their legal and financial advisors, Gowling Lafleur Henderson LLP ("**Gowlings**") and Ernst & Young LLP ("**E&Y**"), with regard to the proposed transaction, as discussed below.
3. Richter is a licensed trustee within the meaning of section 2 of the BIA and has consented to act as Receiver in these proceedings in the event that this Court grants the relief sought by the Agent. We are writing this report as Proposed Receiver of Thane (the "**Proposed Receiver**").

II. PURPOSE OF REPORT

4. The purpose of this report (the "**Report**") is to:
 - a) Provide this Court with:
 - (i) An overview of the Company, including its corporate structure and global operations;
 - (ii) An overview of the Company's historical financial performance;
 - (iii) Information on the Company's debt structure; and
 - (iv) Information on the Company's current financial position and liquidity.
 - b) Outline the proposed sale transaction which has been negotiated, including:
 - (i) The marketing and sales process undertaken by the Company's advisor, SSG, to refinance or effect a sale of the Company's assets;
 - (ii) Providing information regarding the proposed asset and share transaction ("**Asset/Share Transaction**"), including the proposed offer to purchase (the "**Sale Agreement**") to be entered

- into between the Receiver and 9472541 Canada Inc., 9472550 Canada Inc., 635427, Inc. and 652134 Limited (collectively, the "**Purchasers**");
- (iii) Providing information regarding the shareholder agreement between 9472541 Canada Inc. and certain of the Lenders (the "**Shareholder Agreement**");
 - (iv) Providing information regarding the term sheet between the Purchasers and the Lenders (the "**Term Sheet**"); and
 - (v) Providing the Proposed Receiver's recommendation regarding the Asset/Share Transaction with the Purchasers pursuant to the Sale Agreement (collectively the "**Transaction**").
- c) Provide this Court with a summary of the security opinions prepared by each of the following independent solicitors retained by the Proposed Receiver:
- (i) Borden Ladner Gervais LLP ("**BLG**"), in respect of Ontario law matters;
 - (ii) Goulston & Storrs P.C. ("**G&S**"), in respect Delaware and New York law matters; and
 - (iii) Jackson DeMarco Tidus and Peckenpaugh P.C. ("**JDTP**"), in respect of California law matters.
- d) Summarize the results of a liquidation analysis prepared by E&Y, and reviewed by the Proposed Receiver.
- e) Recommend that, in the event this Court appoints Richter as Receiver, the Court issue an order:
- (i) Authorizing the Receiver to act as foreign representative and take steps as necessary to facilitate the Chapter 15 proceedings;
 - (ii) Approving the Transaction and authorizing and directing the Receiver to execute such documents and take such additional steps as are necessary to complete the Transaction;
 - (iii) Sealing the Confidential Appendices to prevent this information from becoming publicly available pending a closing of the Transaction or upon further order of this Court;
 - (iv) Vesting in the Purchasers, as at closing, the Assets, as identified in the Sale Agreement, free and clear of all liens, charges, security interests and other encumbrances; and
 - (v) Authorizing an immediate distribution to the Lenders.

III. QUALIFICATIONS

5. In preparing this Report, Richter has relied upon unaudited financial information, the Company's books and records, financial information prepared by the Company and discussions with management and legal counsel to the Company. Richter has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and accordingly, Richter expresses no opinion or other form of assurance with respect to the information contained in this Report. An examination of the Company's financial forecasts in accordance with the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events. Actual

results achieved may vary from this information and these variations may be material. Richter expresses no opinion or other form of assurance with respect to the accuracy or completeness of any financial information contained herein.

6. Unless otherwise noted, all monetary amounts contained in this Report are expressed in United States dollars (“USD”).

IV. BACKGROUND

7. Reference is made to the Affidavit of Paul James Findlay, sworn October 16, 2015 (the “**Findlay Affidavit**”) in support of the Agent’s application for the appointment of Richter as receiver over all of the property, assets and undertakings of the Company.

Company Overview

8. Thane operates as a global direct response enterprise with a focus on the sale of unique consumer products. The Company develops promotional programs with global appeal for consumer goods in the housewares, fitness, and health and beauty sectors. Thane’s worldwide distribution platform spans seven continents and reaches millions of consumers.
9. Thane established its head office in Mississauga, Ontario in 1997. The Company also maintains leased facilities in the United States, United Kingdom, Australia, Scandinavia and Mexico. Currently, Thane operates in over 10 countries through its subsidiaries and over 100 countries through its third party distribution partners.
10. As noted above, Thane maintains a presence globally with sales originating from a number of different countries. The Company’s fiscal 2015 revenue by geography was the following:

Thane International, Inc.		
Revenue by Geography		
<i>For the fiscal year ending March 31, 2015</i>		
USA	\$	12,093,681
Canada	\$	10,842,392
Europe/Africa	\$	90,963,481
Central and South America	\$	32,758,462
Asia and Australia	\$	55,362,404
Total	\$	202,020,420

11. The Company’s head office is located at 5255 Orbitor Drive in Mississauga, Ontario (the “**Head Office**”). In addition to employees located at the Head Office, Thane has staff located across the world. As at the date of this report, employees by location are as follows:

Thane International, Inc.	
Headcount by Geography	
As at September 30, 2015	
	<u>Employees</u>
Canada	55
USA	16
United Kingdom	27
Scandinavia	85
Australia	23
Mexico	76
Total	<u>282</u>

12. Thane's key management ("**Management**") includes Mr. Amir Tukulj, President and Chief Executive Officer, Mr. Russel Orelowitz, Chief Financial Officer, Ms. Danijela Todorovic, President, Thane Direct, and Mr. Robert Sencer, General Counsel. With the exception of Mr. Robert Sencer, the Proposed Receiver understands Management is located and operates from the Head Office.
13. The Proposed Receiver understands that none of Thane's employees are represented by a union and the Company does not sponsor a pension plan for any of its employees.
14. Filed with this Court on a sealed and confidential basis as **Confidential Appendix "1"** is a copy of the Confidential Information Memorandum ("**CIM**") prepared by SSG which will provide a more detailed background on the Company and its organizational chart, its business model and various products.

Corporate Structure

15. Thane's parent company is Direct Marketing Holdings, Inc. ("**DMHI**") and it holds and controls all the subsidiary companies of Thane. The Company's organizational chart is attached hereto as **Appendix "A"**.
16. As detailed in Appendix A, apart from West Coast Direct Marketing, Inc. ("**WCDM**") and TDG, Inc., which are direct subsidiaries of Thane International, Inc. ("**TII**"), Thane Direct, Inc. ("**TDI**") owns the shares (either directly or indirectly) of all of the operating subsidiaries of Thane. Both TDI and TII are Delaware registered corporations; however TDI operates from the Head Office whereas TII's offices are located in California. Currently, Thane's day-to-day operations are carried out in TDI and Thane Direct Company ("**TDC**") from the Head Office with no active operations occurring in DMHI or TII.
17. The majority shareholder of DMHI is H.I.G. Capital ("**HIG**"), which directly or indirectly accounts for approximately 60% of the equity ownership. The balance of the equity is held by the former founders of Thane and certain employees, including Management.

Company Operations

18. As previously noted, Thane targets products in the housewares, fitness, and health and beauty sectors, which are priced in the impulse buying range of \$40 to \$200. Thane's product categories and price range appeal to the large demographic of middle income, middle-aged consumers who are inclined to purchase products that are marketed through direct response television programs ("DRTV").
19. Thane's product sourcing efforts can be categorized as follows:
 - a) internally developed products and programs;
 - b) externally developed products and programs (i.e. product comes to Thane with a finished and tested program that is seeking global distribution); and
 - c) externally developed products for which Thane creates the marketing message and the program.
20. For externally-sourced products, Thane will acquire the necessary product rights and pay the product owner a royalty based on the revenues generated by the product.
21. Based on Management's experience, Thane's products generally have an 18-month product lifecycle from the time they are launched in the market. As such, Thane typically develops approximately eight to ten new products or enhancements to existing products in its pipeline at any given time in order to maintain a flow of new products in the market place. However after a product has peaked in the market, sales taper off and decline quickly, which is why the Company's product pipeline is instrumental to the success of its business.
22. Thane has a multi-channel approach to revenue generation and reaching consumers through:
 - a) DRTV to market and sell its products directly to consumers by receiving orders directly from consumers. This channel involves the development and promotion of Thane's internally developed products, or licensed products, through various media channels and media slots that Thane owns or has contracted;
 - b) traditional retail chains and access to over 10,000 stores in a number of countries that will sell Thane's products; and
 - c) non-DRTV, including internet sales, and retail chain relationships that leverage Thane's global network and presence to sell their own products.
23. Historically, the majority of Thane's revenues were from DRTV; however, in recent years, changes in consumer behavior and increased competitive pressures have affected the industry. As a result, Thane experienced a decrease in its DRTV revenues and has had to adjust its business model to drive back-end business through traditional retail and non-DRTV channels. However, working capital requirements are minimal for the DRTV business since cash payments are received from consumers upfront (i.e. at the time of order), whereas the

Company needs to fund working capital for non-DRTV revenues as cash from sales to distributors would be received on typical payment terms.

24. As detailed in Appendix A, Thane has subsidiaries in the United Kingdom, Scandinavia, Mexico and Australia (collectively the "**International Subsidiaries**"). Each of the International Subsidiaries sells products through DRTV and non-DRTV channels. The International Subsidiaries operate as profit centers and manage their own operating costs such as payroll, rent, freight, logistics, selling expenses and other general and administrative costs.
25. Each of the International Subsidiaries purchases all its products exclusively from TDI. All orders received by the International Subsidiaries from their respective customers (both consumers and retailers) are forwarded to TDI. TDI places orders for the products with its suppliers, primarily located in the Peoples Republic of China, and the suppliers deliver the products directly to each of the International Subsidiaries.
26. Unlike the International Subsidiaries, the Canadian Debtors and US Debtors manage their own procurement of products directly with the suppliers. In the United States, WCDM is responsible for all DRTV and internet sales, and TDG, Inc. is responsible for sales through retail channels. In Canada, Thane Direct Canada Inc. ("**TDCI**") manages sales through DRTV, internet channels and retail channels.

2012 Dividend Recapitalization

27. On September 28, 2012, the Company entered into an amended and restated credit agreement with the Lenders to make available a \$10 million revolving credit facility and a \$100 million term facility, both expiring on September 28, 2016.
28. The Proposed Receiver understands that certain proceeds from this transaction were used to fund a subsequent dividend recapitalization whereby the shareholders of Thane withdrew approximately \$70 million by way of share and stock option redemptions in September 2012 (the "**2012 Dividend Recapitalization**"). The 2012 Dividend Recapitalization increased the overall leverage of the Company by reducing the equity value and increasing the outstanding debt. The Proposed Receiver understands this transaction was undertaken with the concurrence of the Lenders.
29. Prior to the 2012 Dividend Recapitalization, Thane experienced significant success with its product portfolio with annualized adjusted EBITDA reaching \$44 million in fiscal 2010, \$30 million in 2011, and \$40 million in 2012 and 2013, as compared to a historical average of approximately \$23 million between 2003 and 2008.

Causes of Financial Difficulties

30. Subsequent to the 2012 Dividend Recapitalization, the Company's financial performance deteriorated significantly, primarily due to the following factors:

- a) With the marketplace becoming more and more global, competition has impacted Thane in certain revenue channels and/or geographies;
 - b) The constantly changing retail environment and channels of consumer demand for products impacts revenue quickly and requires additional investments and cost outlays to maintain these channels; for example, DRTV has considerably more competition with the growth of internet sales and other non-traditional retail intermediaries;
 - c) Thane operates in a highly competitive on-line direct to the consumer environment where potential customers are able to search and compare products and prices at relative ease and absent continued product innovation, longer-term loyalty of these customers tends to deteriorate;
 - d) The increase in the sales mix from DRTV to non-DRTV revenues put greater pressure on Thane's liquidity position as the Company needed to fund working capital associated with non-DRTV sales;
 - e) The significant lack of liquidity has not allowed the Company to make significant investments in new research and development, product shows and/or product launches to better address this global competition and constantly changing revenue channels;
 - f) Thane's highly successful products peaked in fiscal 2013 and began to experience significant declines in sales in fiscal 2014;
 - g) The Company is exposed to many global variables, such as foreign currency exposures that recently have negatively impacted overall financial performance;
 - h) The costs associated with Thane's global distribution platform are relatively fixed and significant to maintain and preserve when revenue is declining; and
 - i) Significantly reduced liquidity and the Company's ability to borrow under the Lenders revolving facility, as discussed below, or obtain new financing in order to fund operations created a major stress on the Company's liquidity position.
31. The aforementioned have contributed to Thane's prolonged margin deficit position on its operating line with Lenders, inability to service its debt obligations to Lenders and its inability to remain in compliance with its financial covenants under its financing arrangements with the Lenders, as discussed further below.

Restructuring & Liquidity Constraints

32. The Lenders have continued to support the Company since the fall of 2013 when the Company advised the Agent that it would be in breach of financial covenants. However, as a result of the Company's deteriorating financial performance, the Company's access to the required liquidity to manage the business has been limited.

33. The Company has undertaken extensive cost reduction programs over the past 24 months, including:
- a) Headcount reductions in all jurisdictions;
 - b) Reduced investment in new product development and programs/shows;
 - c) Significantly reduced expenditures on marketing and media spending;
 - d) Consolidation and/or elimination of certain back-office functions; and
 - e) Outsourcing of call centers and fulfillment functions in Australia and Mexico.
34. The Proposed Receiver understands that the above implemented cost reductions and cash flow enhancement initiatives have been insufficient to reverse the continued margin deficits with the Lenders and provide a solid platform for growth in a competitive industry.
35. Attached hereto as **Appendix "C"** is a copy of the monthly margin report prepared by Management detailing the Company's margin position for the period ending September 30, 2015 (the "**Thane Margin Report**").
36. Further, attached hereto as **Appendix "D"** is a copy of the Company's forecasted margin position to December 21, 2015 as prepared by Management, and reviewed by E&Y (the "**Thane Margin Forecast**"). As detailed in the Thane Margin Forecast, the Company is projected to remain in a margin deficit position through to December 21, 2015.
37. The Lenders have continued to support the Company throughout its restructuring process in order to sustain the Company's operations and allow the Company to run a formal sales process, which is discussed below. However, the Company's forbearance agreement with the Lenders is set to expire on October 23, 2015, pending further developments in connection with the proposed Transaction.

Company's Forbearance Agreements

38. The Proposed Receiver understands that the Lenders have provided accommodations to the Company in order to sustain operations and meet obligations. A summary of these accommodations are as follows:
- a) The Lenders permitted the Company to maintain pre-defined margin deficits on the operating credit facility up to and including the date of this Report;
 - b) Deferral of scheduled quarterly principal payments on the term loans since September 2013 ; and
 - c) Deferral of accrued interest on the operating facility since September 2014.
39. The Proposed Receiver understands that the Lenders have been in discussions with the Company since September 2013 regarding its financial difficulties and with the support of EY, the Lenders have been monitoring the Company's restructuring efforts during that period. The Company entered into its first forbearance agreement

on November 12, 2013, which has since been amended on a number of occasions, most recently on October 8, 2015.

40. The Proposed Receiver understands that the Company has been in breach of certain financial covenants in favour of the Lenders, in particular the covenants governing total funded debt to EBITDA and the minimum fixed charge coverage ratio, since September 2013. As referenced in the Findlay Affidavit and discussed above, the Lenders, without waiving the defaults, agreed to forbear from taking any action in connection with the defaults until October 23, 2015.

41. The Proposed Receiver understands that in order to assist the Company to meet its obligations and invest in products and shows, the Lenders permitted the Company to maintain pre-defined margin deficits on the operating credit facility up to and including the date of this Report, pursuant to various forbearance agreements entered into between the Lenders and Thane during that time period.

V. FINANCIAL POSITION

Historical Operating Results

42. The Company's most recent year-to-date ("YTD") financial statements are presented for the five month period ending August 31, 2015.

43. Set out below is a summary of the Company's consolidated income statement for: (i) the fiscal period ending March 31, 2014; (ii) the fiscal period ending March 31, 2015 (unaudited); and (iii) YTD August 31, 2015 (unaudited).

Thane International, Inc.			
Income Statement			
As at August 31, 2015			
	Five months ended August 31, 2015	Year ended March 31, 2015	Year ended March 31, 2014
Revenue			
Net product sales	\$ 63,674,517	\$ 201,165,139	\$ 255,591,000
Other sales	\$ 310,767	\$ 855,281	\$ 2,793,000
Total Revenue	\$ 63,985,284	\$ 202,020,420	\$ 258,384,000
Cost and Expenses			
Cost of sales	\$ 33,589,392	\$ 95,399,079	\$ 211,558,000
General and administrative expenses	\$ 24,556,098	\$ 78,320,244	\$ 32,814,000
Operating expenses	\$ 10,043,856	\$ 25,825,099	
Depreciation and amortization	\$ 335,501	\$ 861,804	\$ 1,046,000
Total Costs and Expenses	\$ 68,524,847	\$ 200,406,226	\$ 245,418,000
Income from operations	\$ (4,539,563)	\$ 1,614,194	\$ 12,966,000
Interest expense	\$ 3,129,429	\$ 7,838,629	\$ 9,105,000
Other non-operating expenses	\$ 311,502	\$ (3,211,733)	\$ 1,337,000
Net income before taxes	\$ (7,980,494)	\$ (3,012,702)	\$ 2,524,000
Loss from discontinued operations	\$ -	\$ -	\$ (1,316,000)
Net income	\$ (7,980,494)	\$ (3,012,702)	\$ 1,208,000
Adjusted EBITDA ⁽¹⁾	\$ (2,165,586)	\$ 7,252,703	\$ 16,954,451

Note (1): Normalized for restructuring costs, professional fees and other one-time charges

44. As noted above, Thane's annualized adjusted EBITDA decreased to approximately \$16 million in 2014 and \$7 million in 2015, as compared to approximately \$40 million in 2013. Furthermore, Thane's financial results have continued to deteriorate YTD and the Company has experienced an EBITDA loss of approximately \$2 million as at August 31, 2015.
45. The Proposed Receiver understands that the above results include materially reduced payroll, overhead expenses, and investment in new product development, which are likely not sustainable in the long-term. Furthermore, the Company was able to continue operations YTD as a result of the accommodations provided by the Company's key stakeholders. The Company will be challenged to continue to service its obligations to the Lenders without continued support from its stakeholders. Based on its discussions with the Lenders, the Proposed Receiver is of the view that such accommodations are unlikely to continue.
46. Since March 2015, the Lenders have only committed to short-term forbearance agreements as they monitor developments in connection with the current sales process. Accordingly, in the absence of continued support from the Lenders, Thane would be unable to continue to carry on its business.

47. Set out below is a summary of the Company's unaudited balance sheet as at August 31, 2015:

Thane International, Inc.			
Balance Sheet			
As at August 31, 2015			
ASSETS		LIABILITIES AND SHAREHOLDER'S EQUITY	
Current Assets		Current Liabilities	
Cash	\$ 5,052,991	Line of credit	\$ 5,340,000
Accounts receivable	\$ 13,252,660	Accounts payable	\$ 11,448,127
Inventories	\$ 14,402,510	Reeserve for sales returns	\$ 1,207,019
Prepaid advertising	\$ 1,293,056	Accrued expenses	\$ 10,547,097
Prepaid expenses	\$ 9,122,078	Deferred revenue	\$ 2,320,212
Deferred tax assets, current	\$ 1,907,362	Income taxes payable	\$ (429,138)
Production costs, net	\$ 2,821,005	Term debt - Current	\$ 88,750,000
Total Current Assets	\$ 47,851,662	Total Current Liabilities	\$ 119,183,317
Non-Current Assets		Long Term Liabilities	\$ 1,212,692
Property, plant and equipment	\$ 1,408,480	Total Liabilities	\$ 120,396,009
Other non-current assets	\$ 470,993	Total Stockholders' Equity	\$ (69,394,518)
Total Assets	\$ 49,731,135	Non controlling interests	\$ (1,270,356)
		Total Liabilities & Stockholders' Equity	\$ 49,731,135

48. The August 31, 2015 consolidated balance sheet reflects that the book value of the Company's current liabilities is approximately \$71 million greater than the book value of its current assets.

Ability to Continue as a Going Concern

49. The Proposed Receiver understands that the Company's financial results YTD continue to be a concern. The Proposed Receiver is of the view that Thane will continue to experience challenges in operating as a going concern due to the following:

- a) The Lenders continue to review their support of Thane on a monthly basis and with the continued softness in EBITDA and margin deficits, it is highly likely that absent the Transaction, the Lenders will not continue to support the Company with continued forbearance agreements. As noted above, the Lenders are the Company's primary source of liquidity and a withdrawal of their support, would result in material adverse change for the Company;
- b) The Lenders have supported the Company in a margin deficit position since November 2013, and have agreed to defer scheduled principal and interest payments since September 2013 and September 2014, respectively. The Company currently lacks sufficient liquidity to address normal growth in operations along with amounts owing to the Lenders. The Company continues to forecast a margin deficit position. Management has advised this margin deficit position is unlikely to reverse any time soon, absent a formal restructuring; and

- c) The Company's ability to bring on new shows or increase advertising in its traditional and new sales channels is a concern due to the lack of liquidity and ability to incur these additional expenses. Restrictions on landing new shows (i.e., introducing new products to the market) and incurring associated marketing and advertising expenses could have a short-term and potentially longer-term impact on the Company's operations, its value and viability going forward.

VI. CREDITORS

50. The Proposed Receiver understands the Company's secured debt facilities consist of revolving and term loans made available by the Lenders (the "**Facilities**") to TDC and TDI as borrowers (the "**Borrowers**") and DMHI, TII, WCDM, TDG, Inc. and Thane Dutch Holdings Cooperatief E.A., as guarantors (the "**Guarantors**"), pursuant to the amended and restated credit agreement dated September 28, 2012.

Facilities

51. Pursuant to the terms of the November 12, 2013 forbearance agreement, the Lenders reduced the credit limit on the operating facility from \$10 million to \$8 million. The outstanding balances owing to the Lenders as at September 30, 2015 are:

Thane International, Inc.	
Summary of Outstanding Loan Balances	
<i>September 30, 2015</i>	
Revolving facility	\$ 6,564,598
Term facility	\$ 88,750,000
Accrued interest	\$ 7,166,844
	<u>\$ 102,481,442</u>

52. The Proposed Receiver understands that the Facilities are secured by a general security agreement representing a charge over all assets of Thane, subject, in some cases, to the security created by Thane in favour of third party lenders outside of North American operations.
53. In addition to the secured claims of the Lenders, the Company also has some small indebtedness owed to third party finance companies providing automobile financing to employees and executives of Thane.

Potential Priority Claims

54. As will be discussed below, the proposed Sale Agreement contemplates that Thane will be responsible for payment of all wages, statutory deductions, remittances, assessments, bonuses, vacation pay, sick leave, severance pay, termination pay, amounts paid in lieu of notice, and any other remuneration, benefits and deductions for all the employees (the "**Employee Amounts**") that become due and payable prior to Closing (as

defined below); and (ii) the Purchasers will assume all Employee Amounts for the assumed employees that are accrued (but not due and payable) prior to the Closing.

55. The Proposed Receiver understands that the Company was current on payments to government authorities for source deductions and sales taxes that were due and payable as at September 30, 2015. The Proposed Receiver further understands it is the intention of the Purchasers to assume all accrued amounts owing to government authorities related to sales taxes and source deduction.

56. Based on information provided by the Company on or about October 13, 2015, the Proposed Receiver understands that potential priority claims are estimated to be in excess of \$1 million, primarily related to accrued wages and vacation pay, which, as indicated, will either be satisfied by Thane if due and payable before closing, or assumed by the Purchasers.

Unsecured Trade Creditors

57. The Proposed Receiver understands that the Company had unsecured trade payables owing of approximately \$10 million as at September 30, 2015. The following table summarizes the amounts owing to unsecured trade creditors:

Thane International, Inc.	
Trade Payables by Geography	
As at October 13, 2015	
Canadian	\$ (209,718)
United States	\$ (3,185,738)
South America	\$ (1,956,585)
Australia	\$ (1,122,595)
United Kingdom	\$ (466,523)
Other	\$ (3,597,303)
Total	\$ (10,538,462)

58. Approximately \$3.4 million of the \$10 million in trade payables relates to the Canadian Debtors and/or the U.S. Debtors. As detailed in the proposed Sale Agreement below, and subject to the approval of the Transaction, it is the intention of the Purchasers to assume, on closing, substantially all of the trade payables of Thane, such that there will be no material compromise of unsecured claims for trade creditors.

VII. PRE-FILING SALE PROCESS

59. On June 23, 2014 the Company retained the independent services of SSG to assist the Company with either raising additional capital or selling the Company. SSG's services included:

- a) Developing a marketing strategy;
- b) Identifying and approaching potential investors or acquirers;

- c) Preparing marketing material such as a teaser, CIM, non-disclosure agreement (“NDA”), and an electronic data-room;
 - d) Coordinating management presentations and investor due diligence; and
 - e) Analyzing and negotiating offers.
60. The Proposed Receiver understands from discussions with the Company that it was determined that an outright sale of the outstanding equity and/or assets of the Company would likely result in the highest proceeds.
61. SSG, with the assistance of Management, identified 180 potential buyers, of which 71 were strategic buyers, 20 were direct competitors and 89 were financial buyers. The 180 potential buyers were contacted by SSG beginning July 2014, and were solicited to sign NDA's.
62. A total of 48 parties executed NDAs, 10 from strategic buyers, 3 from direct competitors and 35 from financial buyers, and each potential buyer that signed this NDA was sent a copy of the CIM that provided an overview of the acquisition opportunity.
63. A bid deadline was established for September 12, 2014 for potential bidders to submit letters of intent (“LOI”). The bid deadline was extended to September 26, 2014 for certain strategic parties who were contacted after the sales process was underway, and who requested additional time to complete due diligence. The Proposed Receiver understands that 6 LOIs were received on the bid deadline including an LOI from certain members of Management (the “**Management LOI**”), led by Mr. Amir Tukulj and Mr. Russel Orelowitz (the “**Management Shareholders**”). The Proposed Receiver understands the other 5 bids were from private equity firms, and that no LOIs were received from strategic buyers or direct competitors.
64. As a result of further due diligence conducted by the parties who submitted LOIs, only 3 interested parties remained, all of which needed the support of Thane's management to continue to run the business in order to keep the value associated with their distribution contacts, product knowledge and operating experience.
65. The Proposed Receiver understands that none of the LOIs contained binding commitments to purchase the Company or its assets. The Proposed Receiver further understands that SSG reviewed the LOIs with the Lenders and their financial advisor, E&Y, to determine the appropriate plan.
66. Based upon the Lenders' review, it was determined by the Lenders to engage in discussions and negotiations surrounding the Management LOI in November 2014, which ultimately resulted in the negotiation of a definitive LOI on or about May 22, 2015. This LOI was the basis of the Sale Agreement and related documents negotiated between the Purchasers and the Lenders subsequent to May 22, 2015.

VIII. TRANSACTION

67. The proposed Transaction is governed by the following key agreements:

- a) The Sale Agreement to purchase all or substantially all of the assets of Thane and the shares of certain Thane subsidiaries;
- b) The Shareholder Agreement between 9472541 Canada Inc. and certain of the Lenders; and
- c) The Term Sheet between the Purchasers and the Lenders.

Proposed Offer to Purchase

68. The Purchasers have offered to purchase the right, title and interest of Thane in and to the Assets (as defined in the Sale Agreement) of the Canadian Debtors and the U.S. Debtors which constitute all or substantially all of the Assets of Thane other than Excluded Assets (as defined in the Sale Agreement and as described below) including the shares of certain underlying subsidiaries for a fixed cash purchase price of \$50 million (the "**Transaction Purchase Price**").

69. Certain assets are specifically excluded from the Sale Agreement (the "**Excluded Assets**"), as summarized below:

- a) the shares of each of the Canadian Debtors and the U.S. Debtors;
- b) the shares and assets of Thane Dutch Holdings Coop;
- c) the shares and assets of Thane Deutschland GmbH;
- d) the shares and assets of TrendPro TV GmbH;
- e) the shares and assets of Media Latino Source, Inc.; and
- f) the interests of Thane in certain Excluded Contracts (as defined in the Sale Agreement), which includes the lease for the Company's Head Office.

70. The Purchasers are also assuming certain liabilities ("**Assumed Liabilities**"). The Assumed Liabilities are as follows:

- a) Continuing employment will be offered by the Purchasers to all, or substantially all, of Thane's existing employees at the same rate of wages and benefits then provided by Thane, and with other terms and conditions that are substantially the same as those currently in effect with Thane; and
- b) Contractual and trade creditor liabilities of Thane, subject to the ability of the Purchaser to exclude certain contracts and related liabilities.

71. The proposed Transaction and Sale Agreement will exclude certain creditors and claims relating the Canadian Debtors and/or the U.S. Debtors. Based on the Proposed Receiver's review, we understand that the following parties and/or liabilities will be affected by the proposed Transaction:
- a) Certain existing employees that are not assumed by the Purchasers, which are anticipated to be few in number;
 - b) Creditors who are parties to the Excluded Contracts may not receive payment for services provided prior to these receivership proceedings; and
 - c) Certain non-priority tax liabilities of Thane.
72. Outstanding litigation and/or previous litigation settlements/judgments against Canadian Debtors and/or the U.S. Debtors will remain unpaid as well as litigation proceedings that are outstanding which could result in future liabilities.
73. Subject to this Court's approval, the Transaction Purchase Price will be paid on closing ("**Closing**"), which is expected to occur as soon as practical after the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") issues a recognition and approval order under Chapter 15 of the U.S. Bankruptcy Code. In connection therewith, it is contemplated that the Proposed Receiver will be authorized to act as the representative of Thane for the purposes of the contemplated Chapter 15 proceedings, subject to this Court's direction.
74. On Closing, the Purchased Assets are to be conveyed to the Purchasers by an Approval, Vesting and Distribution Order, on an "as is, where is" basis, and subject to the usual terms and conditions contained in such a transaction.
75. Attached as **Appendix "B"** is the form of proposed Sale Agreement to be entered into between the Proposed Receiver and the Purchasers, subject to the Court's approval.

Proposed Shareholder Agreement

76. As part of the proposed Sale Agreement with the Purchasers and pursuant to the Definitive Management LOI, the Purchasers will also enter into a Shareholder Agreement with the Bank of Montreal and National Bank of Canada (collectively the "**Participating Lenders**"), detailing the rights and obligations of the Management Shareholders and the Participating Lenders as equity holders in 9472541 Canada Inc.
77. In summary, the Management Shareholders will hold 65% of the equity and the Participating Lenders, through intermediary holding companies, will hold 35% of the equity in 9472541 Canada Inc. on Closing. The Shareholder Agreement details financial, reporting, dividend policies, various control and sale rights and obligations, and corporate governance issues required by the equity group.

Proposed Term Sheet

78. The Proposed Receiver understands that the Purchasers and the Lenders have agreed to an indicative term sheet that will form the basis of a new credit agreement between the Lenders and 9472541 Canada Inc., as borrower, conditional upon approval and Closing of the Transaction. The Proposed Receiver understands it is the intention of the parties to finalize and execute the Term Sheet on or before October 23, 2015.
79. Under the terms of the Term Sheet, the new credit agreement will consist of the following facilities:
- a) \$50 million term facility provided by the Lenders to be used by the Purchasers to fund the Transaction Purchase Price; and
 - b) \$6 million revolving operating facility provided by the Participating Lenders to be used for general corporate purposes of 9472541 Canada Inc.
80. The Proposed Receiver understands that the new credit agreement will be negotiated between the Purchasers and the Lenders on a fully secured and senior basis, and finalized prior to Closing, subject to this Court's approval of the Transaction.
81. The Lenders and their respective legal and financial advisors have reviewed copies of the Sale Agreement, Shareholders Agreement and Term Sheet, and the liquidation analysis, as discussed below. The Proposed Receiver understands that the Lenders support the Transaction subject to this Court's approval and the subsequent approval of the US Bankruptcy Court.

IX. LIQUIDATION ANALYSIS

82. As noted previously in this Report, given Thane's liquidity constraints and the expiration of the forbearance agreement with the Lenders, the only alternative to the Transaction is the liquidation of the Company's assets through receivership and/or bankruptcy proceedings.
83. In order to advise the Court as to the reasonableness of the Transaction, the Proposed Receiver has reviewed a recent fair market value assessment prepared by E&Y for the Lenders (the "**Valuation Report**"), which estimates the enterprise valuation of Thane to be significantly less than amount of the secured indebtedness owed to the Lenders. A copy of the Valuation Report has been filed with this Court on a sealed and confidential basis as **Confidential Appendix "2"**.
84. The Valuation Report also includes a liquidation analysis for the Lenders to illustrate the potential proceeds of realization of the Company's assets underlying the Lenders' security under a liquidation scenario. The liquidation value analysis (the "**Liquidation Analysis**") was based on Thane's balance sheet as at May 31, 2015, which is representative of the book values of the Company's assets as at the date of this Report.

85. The Proposed Receiver has reviewed the liquidation analysis contained in the Valuation Report, and subject to the detailed assumptions, and standard qualifications and limitations contained in such analyses, the Proposed Receiver is of the view the liquidation valuations appear to be fair and reasonable given the current circumstances of the Company.
86. The Liquidation Analysis reflects that the Lenders will incur a significant shortfall on its advances to the Company should the Company's business and assets be liquidated and not sold as a going concern as proposed in the Transaction. Furthermore, the consideration offered by the Purchasers pursuant to the Transaction is significantly higher than the estimated recoveries to the Lenders, even through an alternate sale on a going concern or enterprise basis. In either scenario, the Lenders would suffer a very significant and potentially greater shortfall on their senior secured loans than will be the case if the Transaction is approved.
87. Accordingly, the Proposed Receiver is of the view that unsecured creditors would not obtain any financial recovery under a liquidation or going concern sale of Thane.

X. SECURITY REVIEW OPINIONS

88. In connection with the security granted by the Canadian Debtors and the U.S. Debtors to the Agent on behalf of the Lenders, the Proposed Receiver is relying upon the following:
- a) *Ontario Law matters* – With respect to Ontario law matters, the Proposed Receiver obtained an independent legal opinion from BLG which confirmed that the security interests granted by the Canadian Debtors and Thane Direct, Inc. to the Agent in the collateral subject to such security interests, are valid and enforceable under Ontario law and have been properly perfected by registration in Ontario, subject to the standard assumptions, qualifications and limitations contained in the opinion.
 - b) *New York and Delaware Law matters* - With respect to New York and Delaware law matters, the Proposed Receiver obtained an independent legal opinion from G&S which confirmed that the security interests granted by the U.S Debtors to the Agent in the collateral subject to such security interests, are valid and enforceable under New York law and have been properly perfected by registration in Delaware, subject to the standard assumptions, qualifications and limitations contained in the opinion.
 - c) *California Law matters* - With respect to California law matters, the Proposed Receiver obtained an independent legal opinion from JDTP which confirmed that the security interests granted by West Coast Direct Marketing, Inc. to the Agent in the collateral subject to such security interests have been properly perfected by registration in California, subject to the standard assumptions, qualifications and limitations contained in the opinion.

- d) *Mexican Law matters* - With respect to the validity and enforceability of the Share Pledge Agreement dated as of December 22, 2010 governed by the laws of the United Mexican States granted by Thane Direct, Inc. in favour of the Agent with respect to the pledge of the shares held by Thane Direct, Inc. in Grupo Mejor Compara SAPI de DV, the Proposed Receiver is relying upon the opinion of White & Case (Mexico) dated December 22, 2010 addressed to the Agent.
- e) *English Law matters* - With respect to the validity and enforceability of the Share Charge dated as of December 22, 2010 governed by English law granted by Thane Direct Company in favour of the Agent with respect to the pledge of 65% of the shares held by Thane Direct Company in Thane Direct UK Limited, the Proposed Receiver is relying upon the opinion of Hogan Lovells (UK) dated December 22, 2010 addressed to the Agent.
- f) *Swedish Law matters* - With respect to the validity and enforceability under Swedish law of the General Security Agreement dated as of December 22, 2010 granted by Thane Direct Company with respect to the pledge of the shares held by Thane Direct Company in TVNS Scandinavia AB, the Proposed Receiver is relying upon the letter of Hellstrom Advokatbyra dated December 9, 2010 addressed to the Agent.
- g) *Australian Law matters* - With respect to the validity and enforceability under Australian law of the General Security Agreement dated as of December 22, 2010 granted by Thane Direct Company with respect to the pledge of the shares held by Thane Direct Company in Danoz Direct Pty Ltd., the Proposed Receiver is relying upon a letter dated December 16, 2010 from Meyerson Pty Limited, a minority shareholder of Danoz Direct Pty Ltd. consenting to the pledge in favour of the Agent.

89. It should be noted that the loan documents forming part of the Lenders security delivered by Thane Direct Marketing Inc. were delivered as of October 7, 2015. The Proposed Receiver has been informed by the Agent that such loan documents were delivered by Thane Direct Marketing Inc. in consideration for the continued forbearance by the Agent and the Lenders under the forbearance agreement.

XI. URGENCY

- 90. The Company continues to operate with a margin deficit and as detailed in the Thane Margin Forecast, this position is not expected to reverse. The Proposed Receiver does not expect a significant reversal of the current margin deficit position in the foreseeable future.
- 91. Absent the continued support of the Lenders, the Company is without sufficient liquidity to continue operations. Based on its discussions with Lenders, the Proposed Receiver is of the view that such support in its current fashion is unlikely to continue. The Company operates in an industry that requires ongoing investments in new products, media and shows in order to address the constant changing customer marketplace. The Company has been operating under the review of the Lenders since November 2013 with limited new liquidity to allow for such

investments. If the Company does not start to make significantly larger investments in its products and media positioning, the Company will continue to experience declining EBITDA and loss of its customer base to competing products and suppliers. This inaction would have a detrimental impact on the Company's operations and viability going forward. Without the certainty resulting from the Transaction and the new liquidity it affords, the Company will struggle to continue to operate as a going concern in the foreseeable future, retain existing customers and media channels and most importantly, struggle to retain its management and employee base globally.

XII. PROPOSED DISTRIBUTION TO LENDERS

92. As stated in this Report, BLG, G&S and JDTP respectively, have provided written opinions to the Proposed Receiver confirming the validity and enforceability of the Lenders security in Canada and the United States, and the perfection of the security interests created thereby, subject to standard assumptions, qualifications and limitations contained therein.
93. Accordingly, the Proposed Receiver supports the relief sought in the Approval, Vesting and Distribution Order for a distribution of the proceeds from the Transaction to the Agent, for the benefit of the Lenders, which distribution may be effected by way of direction.

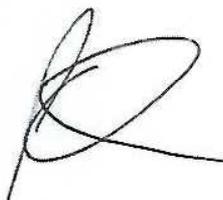
XIII. RECOMMENDATION

94. The Proposed Receiver recommends that this Court issue an order approving the Transaction for the following reasons:
- a) The Company has attempted to informally restructure since 2013;
 - b) With the assistance of SSG, the Company has marketed Thane and its assets since July 2014;
 - c) The sales process facilitated by SSG to date was commercially reasonable and involved the participation of multiple interested parties, yielding no third party purchaser that were interested in purchasing all or part of the assets of Thane on acceptable terms;
 - d) The Company's limited liquidity substantially eliminates an opportunity to further market the business for sale without putting the Transaction at risk;
 - e) There is no additional funding available to support an extension of the current sales process or another sales process;
 - f) The Transaction offers a return to Lenders that is higher than may be achieved in a liquidation of the assets;
 - g) The Transaction offers a full recovery to certain of the unsecured creditors, whereas under a liquidation scenario these creditors would have no realization on amounts owing to them;

- h) The Transaction allows for the continued employment of approximately 282 employees within the global business of Thane; and
 - i) The Proposed Receiver understands that the Lenders support the sales process undertaken to date, the offer proposed by the Purchasers and the Transaction generally.
95. Upon issuance of the order appointing Richter as Receiver and the Order approving the Sale Agreement, Richter, as the Proposed Receiver, shall forthwith enter into such agreements and carry out the Transaction contemplated therein.

All of which is respectfully submitted on the 19th day of October, 2015.

Richter Advisory Group Inc.
as the Proposed Receiver of
Thane Direct Company, Thane Direct Canada Inc.,
Thane Direct Marketing Inc., Thane International, Inc.,
West Coast Direct Marketing, Inc., TDG, Inc.
and Thane Direct, Inc. and not in its personal capacity



Paul van Eyk, CA-CIRP, CA-IFA
Senior Vice-President



Pritesh Patel, CIRP, CFA, MBA
Vice-President

APPENDIX A

APPENDIX B

OFFER TO PURCHASE

BETWEEN

**RICHTER ADVISORY GROUP INC., SOLELY IN ITS CAPACITY AS COURT
APPOINTED RECEIVER OF THANE INTERNATIONAL, INC., THANE DIRECT,
INC., THANE DIRECT CANADA INC., THANE DIRECT COMPANY, WEST COAST
DIRECT MARKETING, INC. AND TDG, INC. AND THANE DIRECT MARKETING
INC.
as Seller**

– and –

**9472541 CANADA INC., 9472550 CANADA INC., 635427, INC. AND 652134 LIMITED
as Buyers**

OCTOBER 16, 2015

OFFER TO PURCHASE

THIS AGREEMENT dated as of October 16, 2015

B E T W E E N :

RICHTER ADVISORY GROUP INC., solely in its capacity as court appointed receiver of **THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT CANADA INC., THANE DIRECT COMPANY, WEST COAST DIRECT MARKETING, INC., TDG, INC. AND THANE DIRECT MARKETING INC.** and not in its personal capacity

(the “**Seller**”)

- and -

9472541 CANADA INC., a corporation existing under the laws of Canada

(the “**Buyer Holdco**”)

- and –

9472550 CANADA INC., a corporation existing under the laws of Canada

(the “**Buyer Canada Opco**”)

- and –

635427, INC., a corporation existing under the laws of Delaware

(the “**Buyer U.S. Opco**”)

- and –

652134 LIMITED, a corporation existing under the laws of England

(the “**Buyer IP Co**”)

CONTEXT:

The Seller wishes to sell and the Buyers hereby offer to purchase the Assets (as defined below) upon and subject to the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings:

- 1.1.1 **“Accounts Receivable”** means all accounts receivable, account and monetary obligations owed or to become due and owing to the Debtors, any causes of actions, proceedings and credits in connection therewith, outstanding as of the closing date or thereafter, including tax instalments paid by the Debtors and the right to receive any refund of taxes (including, without limitation, income, goods and services, value added, sales, license, payroll, duties, withholding, social security (or similar), use, transfer, levies, stamp, governmental charges or assessments) paid by, received by or to be received by any of the Debtors.
- 1.1.2 **“Accrued Payroll”** means payroll which has been earned by the Assumed Employees as at the Closing Date but which has not been paid.
- 1.1.3 **“Agreement”** means this offer to purchase which, following the full execution and delivery hereof will become a fully enforceable agreement, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.
- 1.1.4 **“Applicable Law”** means, at any time, with respect to any Person, property, transaction or event, all applicable domestic or foreign laws (including common and civil law), statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any Governmental Authority having authority over that Person, property, transaction or event.
- 1.1.5 **“Appointment Order”** is defined in Section 4.3.1.
- 1.1.6 **“Approval and Vesting Order”** is defined in Section 4.3.2.
- 1.1.7 **“Assets”** means the right, title and interest of the Debtors in and to all property and assets of the Debtors, including Contracts, Intellectual Property, Accounts Receivable and Shares, but excluding the Excluded Assets.
- 1.1.8 **“Assumed Employee Accruals”** means all wages, statutory deductions, remittances, assessments, bonuses, vacation pay, sick leave credits, severance pay, termination pay, amounts paid in lieu of notice, and any other remuneration, benefits and deductions for all the Assumed Employees, including pension plan contributions and any other amounts required to be paid in respect of pension plans in which the Employees participate, that relate to a period prior to the Closing Date.

- 1.1.9 “**Assumed Employees**” means the Employees who are hired by the Buyers on or immediately after Closing, being all or substantially all of the Employees.
- 1.1.10 “**Assumed Obligations**” means all obligations and liabilities of the Debtors other than the Excluded Obligations.
- 1.1.11 “**Bankruptcy Code**” means the U.S. Bankruptcy Code.
- 1.1.12 “**Benefit Plans**” means any of the following (whether written, unwritten or terminated):
- 1.1.12.1 any employee compensation and welfare benefit plan, including but not limited to, any compensation plan, bonus plan, vacation benefits, medical plan, life insurance plan, short term or long term disability plan, vision plan, drug plan, sick leave benefits and dental plan; and
 - 1.1.12.2 any employee pension plan, including, but not limited to any supplemental or excess pension plan, any deferred compensation plan, any group registered retirement savings plan, any registered pension plan or any other arrangement under which employees are provided with retirement income; in each case, provided, sponsored, administered or contributed to by any of the Debtors in relation to the Assumed Employees.
- 1.1.13 “**Bill of Sale and Assignment**” means a bill of sale and assignment substantially in the form attached as Exhibit A.
- 1.1.14 “**Business**” means the business of the Thane Group, being the business of operating a global, multinational and direct-response enterprise with a focus on the sale of unique consumer products using developed promotional programs with product development (in-house and through third parties), manufacturing (primarily through third parties) and distribution (in-house and through third parties) to consumers locally and globally.
- 1.1.15 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- 1.1.16 “**Buyers**” means Buyer Holdco, Buyer Canada Opco, Buyer U.S. Opco and Buyer IP Co.
- 1.1.17 “**Buyers’ Transaction Costs**” is defined in Section 6.13.
- 1.1.18 “**Canadian Court**” means the Ontario Superior Court of Justice (Commercial List).
- 1.1.19 “**Canadian Debtors**” means Thane Direct Company, Thane Direct Canada Inc. and Thane Direct Marketing Inc.

- 1.1.20 “**Closing**” means the successful completion of the Transaction.
- 1.1.21 “**Closing Date**” means the second Business Day following the date on which the U.S. Recognition Order is granted or, on written notice by the Buyers to the Seller, the 14th calendar day following the date on which the U.S. Recognition Order is granted, or such later date as agreed by the Parties.
- 1.1.22 “**Communication**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- 1.1.23 “**Confidential Information**” is defined in Section 6.4.1.
- 1.1.24 “**Contracts**” means all agreements, contracts, leases, licenses, warranties, options or other commitments, rights or entitlements to which any of the Debtors is a party, save and except for the Excluded Contracts listed on Schedule 2, as such Schedule may be revised or replaced up to five (5) Business Days prior to the Closing Date.
- 1.1.25 “**Courts**” means the Canadian Court and the U.S. Court.
- 1.1.26 “**Debtors**” means the Canadian Debtors and the U.S. Debtors.
- 1.1.27 “**Employees**” means the employees employed by the Debtors on the Closing Date (including for greater certainty those such employees who are employed by the Debtors but who are absent from work on the date hereof by reason of short or long term disability or by reason of authorized leave of absence).
- 1.1.28 “**Equipment**” means the equipment and tools of the Debtors described in Schedule 3.
- 1.1.29 “**ETA**” means the *Excise Tax Act* (Canada).
- 1.1.30 “**Excluded Assets**” is defined in Section 2.2.
- 1.1.31 “**Excluded Contracts**” is defined in Section 2.2.2
- 1.1.32 “**Excluded Obligations**” is defined in Section 2.5.
- 1.1.33 “**Governmental Authority**” means:
- 1.1.33.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or

- 1.1.33.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- 1.1.34 “**Intellectual Property**” means the Trademarks and all applications and registrations for the copyrights, patents, patent applications, industrial designs, engineering drawings and tooling designs of the Debtors, whether registered or unregistered (and all applications therefor), including those listed in Schedule 33 and those described in the Intellectual Property Assignment Agreement.
- 1.1.35 “**Intellectual Property Assignment Agreement**” means the assignment agreement(s) to be entered into between the Seller and Buyer IP Co with respect to the assignment of Seller’s rights in the Intellectual Property, substantially in the form attached as Exhibit B.
- 1.1.36 “**Intellectual Property License Agreements**” means the agreements to be entered into between Buyer IP Co and each of Thane Direct Company and Thane Direct Canada Inc., pursuant to which Buyer IP Co will license to each of Thane Direct Company and Thane Direct Canada Inc. the rights to use certain Intellectual Property, substantially in the form attached as Exhibit C.
- 1.1.37 “**ITA**” means the *Income Tax Act* (Canada).
- 1.1.38 “**Leased Premises**” means the leased building located at the following locations:
- 1.1.38.1 5255 Orbitor Drive, Suite 501, Mississauga, ON, L4W 5M6
- 1.1.38.2 4450 Belden Village Street, #304, Canton, OH 44718
- 1.1.38.3 2321 Rosecrans Avenue, Suite 4210, El Segundo, CA 90245-0916
- 1.1.39 “**Parties**” means the Seller and the Buyers, and “**Party**” means either one of them.
- 1.1.40 “**Person**” means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.
- 1.1.41 “**Personal Information**” is defined in Section 6.4.1.
- 1.1.42 “**Purchase Price**” means the aggregate of USD\$50,000,000, plus the Buyers’ Transaction Costs plus the amount of the Assumed Obligations.
- 1.1.43 “**Senior Lenders**” is defined in Section 6.3.
- 1.1.44 “**Shares**” means all of the issued and outstanding shares owned by the Debtors of the following entities:

- 1.1.44.1 Media Latino, Inc.;
 - 1.1.44.2 Thane U.S.A., Inc.;
 - 1.1.44.3 Grupo Mejor Compra SAPI de CV;
 - 1.1.44.4 Danoz Direct Pty. Ltd.;
 - 1.1.44.5 TVNS Scandinavia AB; and
 - 1.1.44.6 Thane Direct UK Ltd.
- 1.1.45 “**Thane Group**” means the following entities: the Debtors, Grupo Mejor Compra SAPI de CV, Operadora Ainoa SAPI de CV Servicios Profesionales de TMK SAPI de CV, Danoz Direct Pty. Ltd., TVNS Scandinavia AB, Thane Direct UK Ltd., Thane U.S.A. Inc. and Media Latino, Inc.
- 1.1.46 “**Time of Closing**” means 2 p.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree.
- 1.1.47 “**Trade-marks**” means the unregistered and registered (and applications therefor) trade-marks of the Debtors, including those described in the Intellectual Property Assignment Agreements and includes all rights to any internet or world wide web domain names, sites and rights described therein.
- 1.1.48 “**Transaction**” means the transaction of purchase and sale contemplated by this Agreement.
- 1.1.49 “**U.S. Court**” means the United States Bankruptcy Court for the District of Delaware or any other court with jurisdiction over the U.S. Recognition Order.
- 1.1.50 “**U.S. Debtors**” means Thane International, Inc., West Coast Direct Marketing, Inc., TDG, Inc. and Thane Direct, Inc.
- 1.1.51 “**U.S. Recognition Order**” is defined in Section 4.3.3.

1.2 Certain Rules of Interpretation

- 1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.
- 1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

- 1.2.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the Context requires otherwise.
- 1.2.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.2.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

1.4 Entire Agreement

This Agreement and any other agreement or agreements and other documents to be delivered under this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or in any of the other agreements and documents delivered under this Agreement.

1.5 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

1.6 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.7 Currency

Unless otherwise specified, all monetary amounts set out in this Agreement are in the currency of the United States of America.

1.8 Schedules and Exhibits

The following is a list of Schedules and Exhibits. Any Schedule may be revised or replaced by the Buyer at its option at any time up to five (5) Business Days prior to the Closing Date.

Schedule	Subject Matter	Section Reference
Schedule 1	Description of Assets Being Conveyed	2.1
Schedule 2	Excluded Contracts	2.2.2
Schedule 33	Intellectual Property	1.1.34

Exhibit	Subject Matter	Section Reference
Exhibit A	Form of Bill of Sale and Assignment	1.1.13
Exhibit B	Form of Intellectual Property Assignment Agreement	1.1.35
Error! Reference source not found.C	Form of Intellectual Property License Agreement	1.1.36
Exhibit E-1	Form of Appointment Order	4.3
Exhibit E-2	Form of Canadian Approval and Vesting Order	4.3
Exhibit E-3	Form of U.S. Recognition Order	4.3
Exhibit E-4	Form of U.S. Final Sale Approval Order	4.3

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Assets

Subject to the terms and conditions of this Agreement, the Seller will sell and transfer to the Buyers and the Buyers will purchase the Assets and assume the Assumed Obligations on the Closing Date. The Buyers acknowledge that they are not purchasing any other property or assets of the Debtors other than the Assets. Schedule 1 sets out a description of (1) the Assets that will be bought by each Buyer, and (2) the identity of the Debtor that owns each of the Assets. On

Closing, and having regard to the sequencing contemplated in Section 5.2, the Assets will be conveyed among the Parties in the manner contemplated in Schedule 1.

2.2 Excluded Assets

Notwithstanding anything in this Agreement to the contrary, the Debtors shall retain all right, title and interest in and to the following assets, and the Buyers will not in any way be construed to have purchased or acquired (or be obligated to purchase or acquire) any interest whatsoever in any of the following assets (collectively the “**Excluded Assets**”):

2.2.1 all of the issued and outstanding shares of the following entities:

- 2.2.1.1 Thane International, Inc.
- 2.2.1.2 West Coast Direct Marketing, Inc.
- 2.2.1.3 TDG, Inc.
- 2.2.1.4 Media Latino Source, Inc.;
- 2.2.1.5 Thane Direct, Inc.;
- 2.2.1.6 Thane Direct Marketing Inc.;
- 2.2.1.7 Thane Direct Canada Inc.;
- 2.2.1.8 Thane Dutch Holdings Coop;
- 2.2.1.9 Thane Deutschland GmbH;
- 2.2.1.10 Thane Direct Company; and
- 2.2.1.11 TrendPro TV GmbH; and

2.2.2 all of the Contracts designated in Schedule 2 (the “**Excluded Contracts**”) which are not being assumed by the Buyers pursuant to the transactions contemplated in this Agreement, so long as any such Contract is designated as such in Schedule 2 prior to Closing.

2.3 Assignment and Assumption of Contracts

Subject to the conditions and terms of this Agreement, the Seller will assign to the Buyers all of the Debtors’ rights, benefits and interests in and to the Contracts and the Buyers will assume the Assumed Obligations. More particularly, each Buyer will assume the obligations relating to those Contracts being purchased by it in accordance with Schedule 1 and Schedule 2. This Agreement and any document delivered under this Agreement will not constitute an assignment or an attempted assignment of any Contract contemplated to be assigned to a Buyer under this Agreement which is not assignable without the consent of a third party if that consent has not

been obtained and that assignment or attempted assignment would constitute a breach of such Contract. At the option of the Seller, any such assignment may be made in the name of and on behalf of any of the Debtors.

2.4 “As is, Where is”

Each Buyer acknowledges that the Seller is selling the Assets on an “as is, where is” basis as they exist on the Closing Date, and that once the Assets are in the possession of the Buyers, the Seller will have no further liability to the Buyers. Each Buyer further acknowledges that it has entered into this Agreement on the basis that the Seller does not guarantee title to the Assets and that such Buyer has conducted any inspections of the condition of and title to the Assets that it deemed appropriate, and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Assets or the right of the Seller to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to the Transaction and have been waived by the Buyers. The description of the Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions.

2.5 Excluded Obligations

The Buyers will not assume and will not be liable for any of the following liabilities or obligations of the Debtors (collectively, the “**Excluded Obligations**”):

- 2.5.1 Any liabilities or obligations of the Debtors or the Seller to any bank or other financial institution by way of loan, credit facility, guarantee, or otherwise;
- 2.5.2 Any liabilities or obligations of the Debtors for any claims for any reason arising or occurring on or before the Closing Date, including for negligence, injury, accident or other alleged damage causing event with respect to the operations of the Debtors on or prior to the Closing Date (“**Pre-Closing Claims**”) or relating to products or services manufactured or sold or services performed by the Debtors on or before the Closing Date that provide the basis for claim, including warranty claims, whether demands for or proceedings upon such Pre-Closing Claims are commenced before or after the Closing Date;
- 2.5.3 Any liabilities of the Debtors for any claims, demands, actions, or proceedings relating to the Excluded Assets;
- 2.5.4 Any liabilities of the Debtors for any breach by any of the Debtors of any laws, including employment and environmental laws relating to the operation of the Business or use of the Purchased Assets on or prior to the Closing Date; and

2.5.5 Any liabilities of the Debtors for any income tax, or for any other taxes, duties or similar charges (including penalties, fines and interest).

2.6 Payment of the Purchase Price

On or prior to the Time of Closing, the Buyers will pay the Purchase Price to the Seller, or as the Seller otherwise directs, as follows:

2.6.1 the sum of USD\$50,000,000 will be paid to the Seller by Buyer Holdco, Buyer Canada Opco, Buyer U.S. Opco and Buyer IP in accordance with the allocation made pursuant to Section 2.7.

2.6.2 The Buyers will pay the amount of the Buyers Transactions Costs; and

2.6.3 the Buyers will assume the Assumed Obligations.

2.7 Allocation of Purchase Price

The Seller and the Buyers shall negotiate in good faith to agree on an allocation of the Purchase Price to the Assets no later than the third (3rd) Business Day before Closing. The Purchase Price shall be allocated to the Assets in accordance with such agreed allocation.

2.8 Taxes

2.8.1 The Buyers will pay upon Closing, in addition to the Purchase Price, all applicable taxes payable in connection with the sale and purchase of the Assets under this Agreement, including all federal, provincial and state taxes, exigible in connection with the purchase and sale of the Assets, including subject to Section 2.8.3, harmonized sales tax, or if applicable, goods and services tax, and any other applicable sales tax and any transfer, documentary, use, stamp, registration and similar taxes and charges (including penalties and interest), but for greater certainty, excluding all income, profits, revenue or other similar taxes which may be incurred by any Debtors or other Person party to the transactions contemplated by this Agreement. Alternatively, where applicable, the Buyers will have the option to furnish the Seller with appropriate exemption certificates.

2.8.2 The Buyers agree to indemnify and save the Seller harmless from and against all claims and demands for payment of all applicable taxes payable by the Buyers in connection with the purchase and sale of the Assets under this Agreement, including penalties and interest and any liability or costs incurred as a result of any failure to pay those taxes when due.

2.8.3 The Parties will complete and sign on or before the Closing Date, or as soon as practicable thereafter, as Buyer Holdco and/or Buyer Canada Opco may request, joint elections containing prescribed information under section 167(1) of the ETA to permit the purchase and sale of the Assets without incurring goods and services taxes or harmonized sales taxes. Each Buyer, as applicable, will duly file the elections with

the appropriate Governmental Authorities and shall file those elections in compliance with the requirements of and within the time permitted under the ETA.

2.8.4 The Seller and Buyer Canada Opco will execute and file, within the prescribed time limits, joint elections with respect to any Accounts Receivable forming part of the Assets, under section 22 of the ITA and any corresponding provisions of any other applicable laws relating to taxes, and will designate in those joint elections the portion of the Purchase Price allocated to the Accounts Receivable as the consideration paid by the Buyer Canada Opco to the Seller for the Accounts Receivable for the purposes of the elections.

2.9 Assumed Employees

2.9.1 On or before the Closing Date the Buyers will offer, conditional on the completion of the Closing, employment to each of the Assumed Employees at the same rate of wages and benefits then provided by the Debtors, and upon other terms and conditions that are the same as those of his or her current employment with the Debtors, including fixed termination dates included in written agreements with the Debtors, as applicable, which employment will commence as at the Closing Date. The Buyers in making the offers of employment will recognize the seniority and years of service of such Assumed Employees.

2.9.2 Each Buyer acknowledges and agrees that:

2.9.2.1 the Seller makes no representation or warranty that any Assumed Employee will accept employment with the Buyers; and

2.9.2.2 the acceptance by the Assumed Employees of offers of employment with a Buyer will not constitute a condition to the Buyer's obligation to complete the Transaction.

2.9.3 Until the Closing Date, subject to the Buyers' assumption of the Accrued Payroll and Assumed Employee Accruals, the Debtors will be responsible for payment of all wages, statutory deductions, remittances, assessments, bonuses, vacation pay, sick leave, severance pay, termination pay, amounts paid in lieu of notice, and any other remuneration, benefits and deductions for all the Employees, that become due and payable prior to the Closing Date, together with any obligation to pay all severance or termination pay and other payments owing to Employees who are not Assumed Employees that arise by operation of Applicable Law on the Closing Date. On the Closing Date, the Buyers will assume the Accrued Payroll and the Assumed Employee Accruals.

2.9.4 Effective as of the Closing Date, the Buyers will, going forward, assume the obligations of the Debtors under the Benefit Plans and all of Debtors' obligations, liabilities and responsibilities as sponsor(s) under the Benefit Plans relating to the Assumed Employees. During the 90 day period following the Closing Date, the Seller will cooperate with the Buyers and provide the Buyers with any assistance that it may

reasonably require in order to give effect to its obligations pursuant to this Section; provided that the Seller will be under no obligation to obtain any consents or to expend any amount or incur any liability providing that assistance or in seeking any consents.

- 2.9.5 Except to the extent otherwise imposed by Applicable Law, the Debtors will be responsible for all unpaid workers' compensation amounts, including payroll premiums, non-compliance charges, experience rating surcharges, work week surcharges, levies and penalties relating to the Employees arising out of events occurring on or prior to the Closing Date and which are due and payable prior to the Closing Date, and the Buyer will be responsible for all such amounts arising out of events occurring on or after the Closing Date and relating to the Assumed Employees.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Buyers' Representations

Each Buyer represents and warrants to the Seller that:

- 3.1.1 it is a corporation duly incorporated, organized and subsisting under the laws of the jurisdiction of its formation;
- 3.1.2 it has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement and the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Buyer;
- 3.1.3 it is not a Party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;
- 3.1.4 to the best of the Buyer's knowledge, no actions or proceedings are pending or have been threatened to restrain or prohibit the completion of the Transaction;
- 3.1.5 this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a Party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Buyer and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Buyer, enforceable in accordance with its terms;
- 3.1.6 each of Buyer Holdco, Buyer Canada Opco, Buyer US Opco and Buyer IP Co is not a non-Canadian person as defined in the *Investment Canada Act*;
- 3.1.7 each of Buyer Holdco and Buyer Canada Opco will be registered under Part IX of the ETA on or before the Time of Closing and Buyer IP Co is a non-resident person, as

defined in the ETA, and is not registered under Subdivision d of Division V of Part IX of the ETA; and

- 3.1.8 all of the issued and outstanding shares in the capital of each of Buyer Canada Opco and Buyer U.S. Opco are legally and beneficially owned by Buyer Holdco.

3.2 Seller's Representations

The Seller represents and warrants to the Buyers that:

- 3.2.1 upon the granting of the Appointment Order, the Approval and Vesting Order and the U.S. Recognition Order, the Seller has the right to enter into this Agreement and to complete the Transaction;
- 3.2.2 the Seller is not a non-resident of Canada within the meaning of that term as used in the *Income Tax Act* (Canada);
- 3.2.3 the Seller has done no act to encumber the Assets;
- 3.2.4 the Seller has not previously sold or done any act to encumber the Assets; and
- 3.2.5 to the best of the Seller's knowledge, no actions or proceedings are pending and none have been threatened to restrain or prohibit the completion of the Transaction.

ARTICLE 4 CONDITIONS

4.1 Conditions of the Buyers

The obligation of the Buyers to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.1.1 all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 4.1.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- 4.1.3 the Seller will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- 4.1.4 no material loss or damage to the Assets will have occurred on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Buyers. Any condition may be waived by the Buyers in whole or in part. Any such waiver will be binding on the Buyers only if made in writing.

4.2 Conditions of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.2.1 all representations and warranties of the Buyers contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 4.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- 4.2.3 the Buyers will have performed each of their obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- 4.2.4 no material loss or damage to the Assets will have occurred on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition may be waived by the Seller in whole or in part. Any such waiver will be binding on the Seller only if made in writing.

4.3 Conditions of the Seller and Buyers

The obligations of the Seller and the Buyers to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.3.1 an order of the Canadian Court on or before October 23, 2015:
 - 4.3.1.1 appointing Richter Advisory Group Inc. as receiver of the Debtors pursuant to Section 243 of the *Bankruptcy and Insolvency Act* (Canada) and Section 101 of the *Courts of Justice Act* (Ontario), solely for the purpose of conveying the Assets; and
 - 4.3.1.2 appointing the Receiver as the foreign representative of the Debtors and authorizing it to apply on their behalf to the U.S. Court for the U.S. Recognition Order,that order to be substantially in the form of the order attached as Exhibit E-1 (the “**Appointment Order**”);
- 4.3.2 an order will have been made by the Canadian Court on or before October 23 2015 approving this Agreement and the Transaction, exempting the transaction from the

Bulk Sales Act (Ontario), and vesting in the Buyers all the right, title and interest in and to the Assets, as more particularly described in Schedule 1, free and clear of all liens, security interests and other encumbrances, that order to be substantially in the form of the order attached as Exhibit E-2 (the “**Approval and Vesting Order**”);

- 4.3.3 one or more orders will have been made by the U.S. Court on or before December 15, 2015 under Chapter 15 of the Bankruptcy Code recognizing and giving effect to both the Appointment Order and the Approval and Vesting Order (as it relates to the US Debtor Assets), that order to be substantially in the form of the order attached as Exhibit E-3 (the “**U.S. Recognition Order**”);
- 4.3.4 each of the Appointment Order, the Approval and Vesting Order and the U.S. Recognition Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the Transaction;
- 4.3.5 all consents, approvals, orders and authorizations of any Person or Governmental Authority (or registrations, declarations, filings or recordings with any of them), required for the Closing (other than routine post-closing notifications or filings) shall have been obtained or made, including:
- 4.3.5.1 all requisite approvals and consents required from the minority 20% shareholder of Grupo Mejor Compra SAPI de CV to the sale of shares of Grupo Mejor Compra SAPI de CV contemplated by this Agreement; and
- 4.3.5.2 the approval and consent of the Superintendent of Financial Institutions (appointed pursuant to the *Office of the Superintendent of Financial Institutions Act* (Canada)) to the financial institutions holding equity directly or indirectly in Buyer Holdco for a period of not less than eight (8) years from Closing, as such consent is provided for in subsection 472(4) and 934(3) of the *Bank Act* (Canada);
- 4.3.6 the Buyers will have procured an executed commitment letter with respect to the financing of the Transaction upon terms and conditions satisfactory to the Buyers, and all documentation, including loan agreements, security agreements, charges, pledges, guarantees and otherwise shall have been settled and agreed to by the Buyers and its lenders so that they may complete the Transaction;
- 4.3.7 a unanimous shareholders’ agreement for Buyer Holdco, in form and substance satisfactory to Buyer Holdco, shall be fully executed and delivered by all of the parties thereto; and
- 4.3.8 all documents, registrations or filings required to effect the change of name of any of the entities listed in Section 2.2.1 containing “Thane” in their names to delete “Thane” from their corporate and business names shall have been executed and delivered to the Buyers and all applicable registrations or filings shall have been made.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Buyers.

4.4 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

- 4.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- 4.4.2 elect on written notice to the other Party to terminate this Agreement before Closing.

ARTICLE 5 CLOSING

5.1 Closing

The completion of the Transaction will take place at the Toronto offices of Gowling Lafleur Henderson LLP, on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

5.2 Transaction Sequence

On the terms and subject to the conditions set forth in this Agreement, at the Closing, the following will occur and be deemed to occur in the following order (at fifteen minute intervals):

- 5.2.1 the purchase and sale of the Intellectual Property to Buyer IP Co pursuant to the Intellectual Property Assignment Agreement will occur;
- 5.2.2 Buyer IP Co will enter into the Intellectual Property License Agreements with each of Thane Direct Company and Thane Direct Canada Inc.; and
- 5.2.3 the purchase and sale of those Assets designated on Schedule 1 as being purchased by each of Buyer Canada Opco and Buyer U.S. Opco will occur, including for greater certainty, all of Thane Direct Company's and Thane Direct Canada Inc.'s rights under the Intellectual Property License Agreements, and the assumption by each of Buyer Canada Opco and Buyer U.S. Opco from the Seller of the Assumed Obligations will occur.

5.3 Buyers' Deliveries on Closing

At or before the Time of Closing, the Buyers will execute and deliver to the Seller the following, each of which will be in form and substance satisfactory to the Seller, acting reasonably:

- 5.3.1 payment of the Purchase Price;
- 5.3.2 the Intellectual Property Assignment Agreement;
- 5.3.3 the Intellectual Property License Agreements;
- 5.3.4 the Bill(s) of Sale and Assignment;
- 5.3.5 a certificate dated the Closing Date, confirming that all of the representations and warranties of the Buyers contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- 5.3.6 a certificate dated the Closing Date, confirming that each of the conditions precedent in Section 4.1 and 4.3 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- 5.3.7 an assumption agreement with respect to the Assumed Obligations; and
- 5.3.8 any other documentation as is referred in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

5.4 Seller's Deliveries on Closing

At or before the Time of Closing, the Seller will execute and deliver (to the extent the document listed below is to be executed by the Seller) to the Buyers the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

- 5.4.1 the Bill(s) of Sale and Assignment;
- 5.4.2 the Intellectual Property Assignment Agreement;
- 5.4.3 the Intellectual Property License Agreement;
- 5.4.4 a certificate dated the Closing Date confirming that all of the representations and warranties of the Seller contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- 5.4.5 a certificate dated the Closing Date confirming that each of the conditions precedent in Sections 4.2 and 4.3 of this Agreement have been fulfilled, performed or waived as of the Closing Date;
- 5.4.6 the Appointment Order;
- 5.4.7 the Approval and Vesting Order;
- 5.4.8 the U.S. Recognition Order; and

5.4.9 any other documentation as is referred to in this Agreement or as the Buyers may reasonably request to give effect to this Agreement.

5.5 Buyers' Acknowledgement

The Buyers acknowledges that the Seller is selling the right, title and interest of the Debtors in the Assets pursuant to the Seller's powers as authorized by the Appointment Order, the Approval and Vesting Order and the U.S. Recognition Order. The Buyers agree to purchase and accept the right, title and interest of the Seller in and to the Assets pursuant to and in accordance with the terms of this Agreement and the Bill of Sale and Assignment and other assignment and assumption agreements delivered pursuant to the terms of this Agreement.

5.6 Possession of Assets

The Debtors will remain in possession of the Assets until the Time of Closing. On Closing, and having regard to the sequencing contemplated by Section 5.2, the Buyers will take possession of the Assets where situate at the Time of Closing. The Buyers acknowledge that the Seller has no obligation to deliver physical possession of the Assets to the Buyers. In no event will the Assets be sold, assigned, transferred or set over to the Buyers until the Buyers have satisfied all delivery requirements outlined in Section 5.3.

5.7 Access to Assets

5.7.1 The Buyers may have reasonable access to the Assets located at the Leased Premises during normal business hours prior to the Time of Closing for the purpose of enabling the Buyers to conduct any inspections of the Assets as it deems appropriate. Those inspections will only be conducted in the presence of a representative of the Seller if so required at the discretion of the Seller.

5.7.2 The Buyers agree to indemnify and save the Seller harmless from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way directly related to the inspection of the Assets or the attendance of the Buyers, their employees, contractors or agents at, or the removal of the Assets from, the Leased Premises.

5.8 Risk

The Assets will be and remain at the risk of the Debtors and/or Seller until Closing and at the risk of the Buyers from and after Closing. If, prior to Closing, the Assets are substantially damaged or destroyed by fire or other casualty, then, at its option, the Buyers may decline to complete the Transaction. This option will be exercised within 15 days after notification to the Buyers by the Seller of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date) in which event this Agreement will be terminated automatically. If the Buyers do not exercise this option, it will complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction. Where any damage or destruction is not substantial, the Buyers will

complete the Transaction and will be entitled to an assignment of the proceeds of insurance referable to such damage or destruction provided that such damage or destruction is insured or, otherwise, to an agreed abatement.

5.9 Termination

If either the Seller or the Buyers validly terminate(s) this Agreement under the provisions of Sections 4.4 or 5.8:

- 5.9.1 all the obligations of both the Seller and Buyers under this Agreement will be at an end; and
- 5.9.2 neither Party will have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

ARTICLE 6 GENERAL

6.1 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Seller in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency.

6.2 Seller's Capacity

The Buyers acknowledge that the persons signing this Agreement, and any and all documents contemplated by this Agreement or relating to the Transaction, on behalf of the Seller is acting solely in his/her capacity as an authorized signatory of the Seller, and the Seller is acting solely in its capacity as court appointed Receiver of the Debtors, and such persons and the Seller shall have no personal or corporate liability of any kind, whether in contract, in tort or otherwise.

6.3 Commission

Notwithstanding Section 6.13, the Parties agree that any fees payable to SSG Advisors, LLC ("**SSG Fees**") pursuant to a June 2014 engagement letter will be negotiated and paid by Bank of Montreal, HSBC Bank Canada and National Bank of Canada as senior lenders to the Debtors (collectively, the "**Senior Lenders**") and added to the existing indebtedness of the Debtors to the Senior Lenders and for greater certainty, SSG shall have no recourse to the Lenders or the Buyers for the payment of such SSG Fees.

Other than the SSG Fees, the Buyers acknowledge that there are no agent or broker fees or other commissions payable by the Seller on the Purchase Price or otherwise in connection with the Transaction, and the Buyers agree to indemnify the Seller against any claim for compensation or

commission by any third Party or agent retained by the Buyers in connection with, or in contemplation of, the Transaction.

6.4 Confidentiality

6.4.1 Except as may be required by law, the Parties will not, and will not allow any of their representatives or advisors to collect, disclose, or use, any Confidential Information (as defined below) at any time or in any manner, except for the purpose of consummating the Transaction and for the purpose of the Buyers carrying on the Business. For the purposes of this Agreement, “**Confidential Information**” means any information relating to the Transaction, including information relating to identifiable individuals (“**Personal Information**”), whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, but excluding information, other than Personal Information, which:

6.4.1.1 was available to or known by the public before the date of this Agreement;

6.4.1.2 was or is obtained from a source other than the Parties or any person bound by a duty of confidentiality to the Parties; or

6.4.1.3 is or becomes available to or known by the public other than as a result of improper disclosure by the Parties or any of their representatives, advisors or lenders.

6.4.2 If the Transaction is not consummated, each of the Seller, on the one hand, and the Buyers, on the other hand, or any of their representatives, advisors or lenders, as applicable, will promptly return to the other of them any Confidential Information in its/their possession.

6.5 Time of Essence

Time is of the essence in all respects of this Agreement.

6.6 Notices

Any Communication must be in writing and either:

6.6.1 personally delivered;

6.6.2 sent by prepaid registered mail; or

6.6.3 sent by facsimile, email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:

181 Bay Street
Suite 3320
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Attention: Paul van Eyk
Tel No.: 416 488 2345
Facsimile No.: 416 488 3765
E-mail: PvanEyke@richter.ca

with a copy (which will not constitute notice) to:

Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3Y4

Attention: Gordon Raman
Tel No.: 416 367 6232
Facsimile No.: 416 361 7311
E-mail: graman@blg.com

to the Buyers at:

501-5255 Orbitor Dr.
Mississauga, Ontario L4W 5M6
Attention: Russel Orelowitz and Amir Tukulj
Tel No.: 905 625 3800
Facsimile No.: 905 248 3572
E-mail: russel@thanedirect.com
amir@thanedirect.com

with a copy (which will not constitute notice) to:

Aird & Berlis LLP
Brookfield Place
181 Bay street
Suite 1800, Box 754
Toronto, Ontario M5J 2T9

Attention: Stanley W.L. Freedman
Tel No.: 416-865-7762
Facsimile No.: 416-863-1515
E-mail: sfreedman@airdberlis.com

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 6.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 3:00 p.m. (local time of the recipient), the Communication will be deemed to have been received on the next Business Day).

6.7 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- 6.7.1 the legality, validity or enforceability of the remaining provisions of this Agreement;
or
- 6.7.2 the legality, validity or enforceability of that provision in any other jurisdiction.

6.8 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in the courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 6.8, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

6.9 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

6.10 Further Assurances

Each Party will, at the requesting Party's reasonable cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

6.11 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

6.12 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. To evidence the fact that a Party has executed this Agreement, such Party may send a copy of its executed counterpart to the other Party by Electronic Transmission and, if sent by email, in Portable Document File (PDF) format. That Party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

6.13 Costs and Expenses

Except as set out in Section 6.3 or as otherwise specified in this Agreement, all outstanding and unpaid costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the Transaction up to and including the Closing Date (collectively, "**Transaction Costs**") are to be paid as follows:

- 6.13.1 The Buyers shall pay 65% of the aggregate amount of the Transaction Costs (the "**Buyers' Transaction Costs**"), which amount shall be included in the Purchase Price paid by the Buyers; and
- 6.13.2 The Senior Lenders shall pay 35% of the aggregate amount of the Transaction Costs, which amount shall be added to the existing indebtedness of the Debtors.

6.14 No Contra Proferentem

This Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

6.15 Third Party Reliance

The Parties acknowledge and agree that the Senior Lenders shall have the benefit of Sections 6.3 and 6.13 and may rely upon only these provisions as if they were parties to this Agreement.

[SIGNATURE PAGE FOLLOWS]

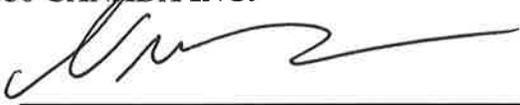
Each of the undersigned hereby irrevocably offers to purchase the Assets on the terms and conditions set forth in this Agreement. Such offer is open for acceptance by the Seller until the earlier of the following: (A) 5:00 am (ET) on the Business Day following the date upon which the Canadian Court grants the Appointment Order and the Approval and Vesting Order; (B) the date upon which the Canadian Court refuses to grant the Appointment Order and the Approval and Vesting Order; and (C) December 15, 2015 or such other date as mutually agreed to by the Parties.

9472541 CANADA INC.

Per 
Name: Amir Tukelj
Title: Authorized Signatory

Per 
Name: Russel Orloway
Title: Authorized Signatory

9472550 CANADA INC.

Per 
Name: Amir Tukelj
Title: Authorized Signatory

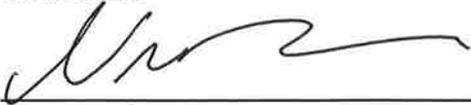
Per 
Name: Russel Orloway
Title: Authorized Signatory

635427, INC.

Per 
Name: Amir Tukelj
Title: Authorized Signatory

Per 
Name: Russel Orloway
Title: Authorized Signatory

652134 LIMITED

Per 

Name: *Arni Tukuli*

Title: *Authorized Signatory*

Per 

Name: *Russel Ordowitz*

Title: *Authorized Signatory*

The undersigned hereby accepts the foregoing offer on the ____ day of _____, 2015. By executing below, this Agreement becomes a fully enforceable set of agreements and obligations as between the Parties in accordance with the terms and conditions of this Agreement.

RICHTER ADVISORY GROUP INC., solely in its capacity as court appointed receiver of **THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT CANADA INC., THANE DIRECT MARKETING INC., THANE DIRECT COMPANY, WEST COAST DIRECT MARKETING, INC. and TDG INC.** and not in its personal capacity

Per _____

Name:

Title:

**SCHEDULE 1
DESCRIPTION OF CONVEYANCES OF ASSETS**

<u>Thane Receivership Company</u>	<u>Assets/Shares Being Sold</u>	<u>Purchaser</u>
Thane International, Inc.	IP Assets	Buyer IP Co
	Other Assets	Buyer U.S. Opco
Thane Direct, Inc.	Shares – 80% equity interest in Grupo Mejor Compra SAPI de CV	Buyer Holdco
	Other Assets	Buyer Holdco
Thane Direct Company	Shares: <ul style="list-style-type: none"> • Danoz Direct Pty Ltd. • TVNS Scandanavia AB • Thane Direct UK Ltd. 	Buyer Holdco
	IP Assets	Buyer IP Co
	Other Assets	Buyer Canada Opco
	IP Licence with New Thane IPCO UK	Buyer Canada Opco
Thane Direct Marketing Inc.	Shares: <ul style="list-style-type: none"> • Medio Latino Inc. • Thane USA, Inc. 	Buyer U.S. Opco
	Other Assets	Buyer Canada Opco
West Coast Direct Marketing, Inc.	Other Assets	Buyer U.S. Opco
TDG, Inc.	Other Assets	Buyer U.S. Opco
Thane Direct Canada Inc.	IP Assets	Buyer IP Co
	IP Licence with New Thane IPCO UK	Buyer Canada Opco
	Other Assets	Buyer Canada Opco

Note that in the foregoing chart “Other Assets” refers to any asset owned by a Debtor except Intellectual Property, Intellectual Property licence rights pursuant to the Intellectual Property Licence Agreements and Excluded Assets described in the Offer. Other Assets can include Debtor Contracts, equipment, inventory and Accounts Receivable, as applicable.

SCHEDULE 2
EXCLUDED CONTRACTS [SECTION 2.2.2]

1. Lease with respect to 5255 Orbitor Drive, Suite 501, Mississauga, ON, L4W 5M6 between Thane Direct Canada Inc and Polaris Realty (Canada) Inc.
2. Contract between SSG Capital Advisors LLC and Thane Direct Inc. dated June 23, 2014

SCHEDULE 3

INTELLECTUAL PROPERTY [SECTION 1.1.34]

See attached.

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

U.S. Registrations

	Title	Registration Nr.
1.	AlphaMax "HydroMax 119."	PA 1-146-569
2.	Slim 'N Lift retail box.	VA 1-642-336
3.	Klear action: v. 18.	PA 1-205-635
4.	Klear action: v. 19.	PA 1-205-634
5.	Orbitrek platinum V6.	PA 1-201-544
6.	Thane products website S1.	VA 1-294-369
7.	Youth cocktail: v. 20.	PA 1-204-590
8.	Ageless wonders radio show / Bob & Denise.	SRu 547-577
9.	Flavorwave Oven DELUXE Owner's Manual Care & Use Guide.	TX 7-049-322
10.	Flavorwave Oven DELUXE Recipe Book Cover, front & back.	VA 1-666-177
11.	Slim 'N Lift SILHOUETTE retail box.	VA 1-649-220
12.	Klear action.	PAu 2-879-521
13.	Klear action homepage.	TX 6-189-752
14.	Klear action infomercial.	PA 1-283-422
15.	Klear action shade guide.	TX 6-200-740
16.	Klear action user's guide.	TX 6-188-177
17.	Orbitrek Platinum Webpage.	VA 1-694-781
18.	Slim 'N Lift Silhouette SUPREME retail box.	VA 1-638-538
19.	Slim 'N Lift Silhouette webpage.	VA 1-694-779
20.	Slim 'N Lift Slimming Tube ad photo & text.	VA 1-648-689
21.	TRUE COVER product webpage on internet website, http://www.thane.inc. , and in hyperlinks within.	VA 1-638-374
22.	Slim Lift Silhouette: California Beauty package insert.	VA 1-687-720
23.	Slim 'n Lift Silhouette SUPREME, 2-minute webclip.	PA 1-616-408
24.	Slim 'N Lift Silhouette Supreme webpage.	VA 1-694-773
25.	Slim 'N Lift SUPREME COMFORT package insert/product instructions.	VA 1-650-744
26.	9 minute marinator instructional manual & recipe guide.	TX 6-576-439
27.	9 Minute Marinator product information page on internet website, http://www.Thane.com . and in hyperlinks within.	VA 1-687-283
28.	California Beauty Steam Styler product information on page on internet website, http://www.thane.com and in hyperlinks within.	VA 1-687-285
29.	H2O Mop Marketing Photo.	VA 1-629-803
30.	H2O Mop infomercial, 2:04 clip.	PA 1-616-699
31.	H2O Mop User's Guide--cover, front & back.	TX 6-835-804
32.	H2O Mop webpage.	VA 1-694-775
33.	H2O Vac webpage.	VA 1-694-774
34.	Orbitrek Elite Webpage.	VA 1-694-772
35.	H2O Vac Turbo webpage, #4.	VA 1-650-731
36.	KLEAR ACTION instruction insert.	VAu 1-005-556

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

	Title	Registration Nr.
37.	Slim 'n Lift SUPREME COMFORT, 2-minute webclip.	PA 1-619-197
38.	Slim 'N Lift SUPREME COMFORT retail box.	VAu 973-396
39.	Thane Housewares FlavorWave Oven Turbo User's Guide.	TX 6-834-889
40.	Flavorwave Turbo clip.	PA 1-614-074
41.	H2O Mop product page, 2008-July-28 Canada, at internet website http://www.thaneinc.com .	VA 1-657-106
42.	H2O Mop Steam Cleaner retail box.	VA 1-648-870
43.	H2O Mop Ultra User's Guide.	TX 6-879-258
44.	H2O Vac Turbo infomercial, 2:17 clip.	PA 1-614-063
45.	H2O Vac TURBO Owner's Manual.	TXu 1-591-771
46.	H2O Vac Turbo Product Webpage.	VA 1-694-912
47.	H2O Vac Turbo webpage, #2A.	VA 1-648-799
48.	H2O Vac Turbo webpage, #2B.	VA 1-648-796
49.	CB Steam Styler product page at internet website http://www.thaneinc.com .	VA 1-638-423
50.	Collection of four (4) H2O Mop Ultra pre-marketing photos.	VAu 967-225
51.	Don Sullivan's "Secrets To Training the Perfect Dog": The DogFather.	VA 1-638-537
52.	FlavorWave Oven Turbo deluxe accessory box.	VAu 967-645
53.	FlavorWave Oven Turbo extender ring box.	VAu 967-464
54.	FlavorWave Oven Turbo: New Generation in Cooking (retail box).	VAu 965-467
55.	FLAVORWAVE OVEN TURBO product webpage on internet website, http://www.thane.com , and in hyperlinks within.	VA 1-634-246
56.	FlavorWave Oven Turbo recipe cards.	VA 1-655-996
57.	FlavorWave Oven Turbo retail box 2, with Mr. T.	VA 1-655-825
58.	H2O Mop ULTRA retail box.	VAu 991-738
59.	Slim 'n Lift SUPREME COMFORT internet webpage, rev.1.	VA 1-666-305
60.	ABTRONIC X2 retail box.	VA 1-731-272
61.	CONTACT BODYBLAST, 1:29 webclip.	PA 1-660-304
62.	CONTACT BODYBLAST Instructions.	VAu 1-004-533
63.	CONTACT BODYBLAST internet webpage.	VA 1-686-415
64.	CONTACT BODYBLAST Workout DVD cover.	VAu 1-004-530
65.	CONTACT BODYBLAST Workout DVD labels, Disc 1 & Disc 2.	VAu 1-004-532
66.	H2O Mop ULTRA, 2:28 webclip.	PA 1-66-4668
67.	H2O Mop ULTRA 3 in 1 Steamer.	VA 1-690-812
68.	H2O Mop ULTRA internet webpage.	VA 1-667-380
69.	3 MINUTE LEGS, 2:23 webclip.	PA 1-695-633
70.	3 MINUTE LEGS internet webpage.	VA 1-677-938
71.	3ML Total Transformations, User's Guide, with 3ML Accelerated Results and 3ML Totally Tasty.	TXu 1-639-481
72.	AB DOER TWIST, 1:50 webclip.	PA 1-693-151
73.	AB DOER TWIST internet webpage.	VA 1-688-307

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

	Title	Registration Nr.
74.	AB DOER TWIST internet webpage, Rev.1.	VA 1-739-113
75.	AB DOER TWIST Quick Start Guide, with AB-DOer Twist Accelerated Results and AB-DOer Twist Healthy Eating Plan.	TXu 1-654-297
76.	ABTRONIC X2 belt artwork.	VA 1-734-182
77.	ABTRONIC X2 internet webpage, English version.	VA 1-713-915
78.	AB DOER TWIST retail box.	VA 1-741-940
79.	DERMA SETA internet webpage.	VA 1-715-485
80.	DERMA SETA internet webpage, Canada.	VA 1-731-269
81.	DERMA SETA internet webpage, U.K.	VA 1-731-316
82.	DERMA SETA retail box.	VA 1-731-116
83.	FLAVORWAVE OVEN EXPRESS retail box, English version.	VAu 1-045-431
84.	Slim 'N Lift AIRE internet webpage.	VA 1-734-177
85.	Slim 'N Lift AIRE package inserts.	VAu 1-037-782
86.	Slim 'N Lift AIRE retail box.	VAu1-037-658
87.	Slim 'N Lift SUPREME COMFORT webpage.	VA 1-648-663
88.	TOTAL VIBES internet webpage.	VA-1-750-135
89.	ABTRONIC X2 retail box.	VA 1-731-272
90.	ABTRONIC X2 Diet Plan.	TX-7-306-246
91.	GO! GO! Manuals, for Nails & Heels.	TXu 1-719-481
92.	TOTAL FLEX User's Guide (English).	TXu 1-723-000
93.	H2O Mop X5 retail box.	VAu 1-047-642
94.	Slim 'N Lift AIRE webpage, rev. 1.	VA 1-749-594
95.	FLAVORWAVE OVEN EXPRESS product intro thumbnail & Coming Soon webpage.	VA 1-752-757
96.	H2O Mop X5 product intro thumbnail & pre-order page.	VA 1-752-756
97.	TOTAL FLEX webpage.	VA 1-753-012
98.	TOTAL FLEX product intro thumbnail.	VA 1- 753-494
99.	FLAVORWAVE OVEN TURBO webpage, V.2.	VA 1-754-313
100.	H2O Mop X5 retail box 2.	VA 1-759-533
101.	AB DOER TWIST Extreme Workout DVD cover.	VA 1-759-529
102.	TOBI Steam Wand webpage.	VA 1-766-328
103.	TOBI Platinum webpage.	VA 1-766-332
104.	FLAVORWAVE OVEN EXPRESS Digital Model User's Guide.	TXu 1-725-130
105.	H2O Mop X5 User's Guide.	TXu 1-725-942
106.	TOTAL FLEX exercise wall chart.	TXu 1-728-301
107.	TOBI Steam Wand instruction manual.	TX 7-361-797
108.	H2O Mop X5 product internet webpage.	VA 1-176-201
109.	Slim 'N Lift AIRE Bra retail box.	VAu 1-060-542
110.	VAC X5 retail box.	VAu 1-060-534
111.	H2O Mop X5 replacement pads retail box.	VA 1-060-856

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

	Title	Registration Nr.
112.	TOBI Platinum retail box, int'l vers.	VA 1-766-314
113.	H2O Mop X5 Coral Cloth Replacement Pads retail box.	VAu 1-064-372
114.	ROCKIN' ABS product info thumbnail & test page, U.S.	VA 1-775-087
115.	SONA PILLOW product info thumbnail & test page, U.S.	VA 1-777-114
116.	H2O Vac TURBO webpage, #3.	VA 1-777-278
117.	DERMA SETA, 2:11 webclip, English.	PA 1-750-059
118.	DERMA SETA, 2:11 webclip, French.	PA 1-750-058
119.	ABTRONIC X2. 1:35 webclip, German.	PA 1-744-488
120.	DERMA SETA Spa Instructional video.	PA-1-744-524
121.	SNL AIRE webclip.	PA 1-745-629
122.	FLAVORWAVE OVEN EXPRESS packaging inserts: User's Guide, Mr. T's Healthy Recipes, New Generation in Cooking recipes.	TXu 1-756-533
123.	AB DOER TWIST Let's Get Started + 3 Workouts DVD artwork.	VA 1-777-515
124.	ROCKIN' ABS User's Guide.	TXu 1-750-352
125.	ROCKIN' ABS Healthy Eating Plan.	TX 7-398-053
126.	H2O Mop X5 U.S. retail box.	VAu 1-068-293
127.	SNL AIRE Bra retail box, rev. July 2011.	VAu 1-072-358
128.	TOTAL FLEX workout DVD artwork.	VA 1-785-414
129.	SNL AIRE Bra retail box, 3-bra set.	VA 1-076-988
130.	SNL AIRE retail box, France.	VA 1-076-990
131.	AB DOER TWIST internet microsite.	VA 1-787-175
132.	ROCKIN' ABS internet microsite.	VA 1-787-171
133.	Flavorwave Oven Turbo webpage, V. 2, Parts & Accessories.	VA 1-787-177
134.	TOTAL FLEX internet microsite.	VA 1-787-169
135.	Flavorwave Oven Turbo internet microsite, Home & FAQ pages.	VA 1-787-170
136.	4 Klear Action product labels.	TXu 1-765-985
137.	PERFECT Dog webpage, Thane V.2.	VA 1-789-984
138.	ABTRONIC X2 Dual Channel Fitness Belt Instructions (joint w/ AbtronicX2/Red Lemon).	TX 7-427-370
139.	AB DOER TWIST Let's Get Started + 3 Workouts DVD.	PA 1-765-649
140.	STIKTILE product info thumbnail & test page, U.S.	VA 1-798-118
141.	AGELESS WONDER Facial Muscle Stimulation System Instructions For Use.	TXu 1-780-386
142.	THUNDERSTICK retail box.	VAu 1-083-183
143.	VAC X5 Vacuum Cleaner User's Guide.	TXu 1-725-132
144.	TOBI Steam Wand retail box.	VAu 1-048-202
145.	GO! GO! webpage.	VA 1-749-271
146.	TOTAL FLEX, set of 8 product promotional webclips.	PA 1-755-847
147.	TOBI Steam Wand 2:11 webclip.	PA 1-756-062

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

148.	3-in-1 booklet featuring Briana's 6 Week Healthy and Delicious Weight Loss Program, Lynn Fischer's Healthy Decadent Desserts and Tony Little's Smoothie Sensations.	TXu 1-773-131
149.	ThunderStick Food Processor User's Guide, Model FP9017-A (120V) and ThunderStick Food Processor User's Guide, Model FP9017-A (220-240 V).	TXu 1-773-120
150.	FlavorStone Family Favorites & Tasty Sensations.	TXu 1-785-716
151.	FlavorStone Cooking & Wash Care Guide.	TXu 1-784-864
152.	STEELABS 2 Workout DVD labels.	VAu 1-085-864
153.	STEELABS Healthy Eating Guide and 7-Day Slim Down Guide (2-in-1 booklet).	TXu 1-785-348
154.	STEELABS User's Guide.	TXu 1-785-347
155.	STEELABS Coming Soon webpage, Canada.	VA 1-799-153
156.	STEELABS Coming Soon webpage, U.S.	VA 1-799-133
157.	H2O MOP X5 product internet webpage, Rev. 1.	VA 1-801-586
158.	FLAVORWAVE OVEN EXPRESS webpage.	VA1-804-006
159.	Klear Action retail box.	VAu 1-096-960
160.	H2O VAC Turbo retail box.	VAu 1-095-829
161.	H2O Mop User's Guide, in full.	TX 7-534-960
162.	DERMA SETA User Guide.	TX 1-797-450
163.	AB DOER TWIST Track Your Results Motivational Calendar wall chart.	VA 1-813-767
164.	TOBI Platinum webclip.	PA 1-787-555
165.	H2O Mop X5 2:36 webclip.	PA 1-784-804
166.	AB DOER TWIST Extreme Workout DVD.	PA 1-784-803
167.	ROCKIN' ABS product infomercial.	PA 1-787-549
168.	SONA PILLOW product infomercial.	PA 1-787-542
169.	H2O Mop X5 infomercial.	PA 1-786-953
170.	FlavorStone Cooking & Wash Care Guide, Rev.1.	TXu 1-800-376
171.	FLAVORSTONE product internet webpage, V.2.	VA 1-812-648
172.	SWIVEL SWEEPER G2 product webpage images & text.	VA 1-812-663
173.	RED FUSION Instructions For Use.	TXu 1-801-886
174.	PERFECT DOG retail boxes (large & small collars).	VA 1-812-553
175.	RED FUSION full set retail box.	VAu 1-096-392
176.	RED FUSION product webpage images & text.	VA 1-812-549
177.	AGELESS WONDER set of retail boxes, English & English/Spanish.	VAu 1-096-252
178.	ORBITREK X2 Owner's Manual.	TXu 1-808-936
179.	STIKTILE product infomercial.	PA 1-799-033
180.	FLAVORSTONE product internet webpage.	VA1-824-196
181.	FLAVORSTONE, 3:49 webclip.	PA 1-806-747
182.	STEELABS infomercial.	PA 1-806-537
183.	H2O MOP X5 Italy retail box.	VAu 1-103-774

Copyright Applications and Registrations (all in name of Thane International, Inc.)

As of October 12, 2015

184.	HANGWELLS product webpage images & text.	VA 1-823-642
185.	ORBITREK X2 product webpage images & text.	VA 1-823-594
186.	ORBITREK X2 - 3 Workouts DVD label.	VAu 1-103-780
187.	AB DOER TWIST product webpage images & text, 2012 rev.1.	VA 1-823-599
188.	FLAVORSTONE Master Set retail box.	VAu1-103-772
189.	TOTAL FLEX retail box labels. 2 (French & English).	VA 1-823-616
190.	ORBITREK X2 retail box label.	VAu 1-103-775
191.	ORBITREK X2 retail box label with Before & After photos.	VAu 1-108-660
192.	FLAVORSTONE infomercial.	PA1-813-383
193.	ORBITREK X2 - 3 Workouts DVD.	PAu 3-641-568
194.	ORBITREK X2 3:38 webclip.	PA 1-812-331
195.	ORBITREK X2 product infomercial.	PA 1-812-330
196.	H2O SteamEffect User's Guide.	TXu 1-829-421
197.	H2O Mop X5 Elite model User's Guide.	TX 7-602-858
198.	H2O SteamFX User's Guide.	VAu 1-117-207
199.	H2O SteamFX retail box.	VAu1-117-207
200.	TOTAL FLEX DVD cover.	VA1-841-094
201.	TOTAL FLEX Healthy Eating Plan.	TXu 1-835-902
202.	SLIM 'N LIFT ("SNL") 4 retail package sleeves (SNL Aire, SNL Aire Bra Embrace, SNL Caresse & SNL Sheer Secret).	VAu 1-117-204
203.	H2O Mop X5, 3 scent labels (Alpine Sensations, Tuscan Breeze & Tropical Zest).	VAu 1-117-201
204.	TOTAL FLEX Workout DVD with Kim Lyons.	PA 1-819-150
205.	FLAVORWAVE OVEN TURBO webpage, V.3.	VA1-803-523
206.	URBAN SECRET, 6 product labels.	VAu 1-126-645
207.	NANO GYM exercise chart.	VAu1-117-535
208.	NANO GYM product webpage images & text.	VA 1-841-678
209.	TRUE COVER 2012 product webpage images & text.	VA 1-833-517
210.	TRUE COVER REDEFINED retail box.	VAu1-120-550
211.	TOTAL FLEX 2012 product infomercial.	PA 1-823-049
212.	NANO GYM product infomercial.	PA 1-823-049
213.	NANO GYM 3:49 webclip.	PA 1-831-205
214.	TRUE COVER REDEFINED 3:35 webclip.	PA 1-823-360
215.	TRUE COVER REDEFINED infomercial.	PA 1-823-374
216.	TRUE COVER REDEFINED infomercial, Spanish version.	PA 1-823-372
217.	FLAVORSTONE product line catalog.	TXu 1-842-134
218.	H2O water softener product image & label.	VAu 1-120-171
219.	H2O Mop X5 Tropical Zest free sample card & sachet packet.	VAu 1-126-673
220.	H2O Mop X5 Tropical Zest free sample card.	VAu 1-126-697
221.	TOBI product webpage images & text.	VA 1-839-747
222.	TRUE COVER REDEFINED Application Guide.	TX 7-611-371

Copyright Applications and Registrations (all in name of Thane International, Inc.)

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223.	SLIM 'N LIFT AIRE BRA Music Video.	PA 1-835-209
224.	SLIM 'N LIFT CARESSE product webpage images & text.	VA 1-856-940
225.	H2O Mop X5 product image in 4 colors (white, purple, black & red).	VA 1-864-962
226.	PERFECT Dog webpage, Thane V.1.	VA1-789-985
227.	SLIM 'N LIFT AIRE BRA Sparkles retail sleeve.	VAu-134-767
228.	TRUE SLEEPER product promotional images.	VA1-865-012
229.	H2O SteamFX product webpage images & text.	VA1-864-995
230.	H2O Mop X5 product webpage images & text, V.3.	VA 1-865-327
231.	H2O Mop X5 product webpage images & text, V.4. (includes material from VA1-801-586; EDR 2012-Jan-13).	VA 1-865-381
232.	H2O Mop X5 Elite package web images & text.	VA 1-865-326
233.	FlavorChef retail box.	VAu 1-135-058
234.	FlavorFresh 2 min. product commercial.	PAu 3-685-778
235.	AGELESS WONDER retail box #2.	VA1-103-726
236.	5-piece Knife Block set retail box (Ver130813); Knife set Safety & Care Guides (for 4-piece & 6-piece.sets).	VAu1-145-437
237.	3 FlavorStone retail boxes: 4-piece Red Master set, Generic (Ver130729); 4-piece Red Master set, with Detachable handle & thermo lid (Ver131001); 7-piece Red Grande set (Ver130905).	VAu1-145-430
238.	FlavorChef steak knife set Safety & Care Guide (130919).	VAu1-150-784
239.	FlavorChef Care Guide for silicone & metal inserts, English & French (131018).	VAu1-150-783
240.	2 FlavorFresh retail sleeves: 5-pc Green set (130913) & 10-pc Clear & Green set (130911).	VAu 1-150-952
241.	RED FUSION retail box.	VAu 1-096-390
242.	RED FUSION 1:48 webclip.	PA 1-876-548
243.	AGELESS WONDER product webpage images & text.	VA 1-888-627
244.	SUDDEN GLOW product webpage images & text.	VA 1-833-518
245.	FLOW FORM exercise charts (General Exercise Chart and Pilates Exercise Chart).	VAu 1-110-835
246.	AB COMMAND retail box.	VAu 1-117-413
247.	TOTAL FLEX User's Guide (for mini model).	TXu1-835-741
248.	TOTAL FLEX Ab Developer User's Guide.	TXu 1-835-747
249.	H2O Mop X5 cleaning accessories & attachments catalog.	TXu 1-871-426
250.	SLIM 'N LIFT CARESSE product webpage images & text, V.2.	PA 1-865-000
251.	FlavorQuik User's Guide (120V) & FlavorQuik User's Guide (240V).	TXu1-872-608
252.	FlavorQuik Recipes booklets (Healthy Smoothies and Tips for Better Living, et. al.).	TXu 1-880-993
253.	FlavorStone Quick & Easy Recipes by Herb Mesa.	TXu 1-878-340
254.	FlavorFresh retail packaging.	VAu 1-155-050
255.	H2O X2 User's Guide (Ver130911).	TXu 1-884-455
256.	FlavorChef User's Guide (GS131025) and FlavorChef User's Guide (UL131025).	VAu 1-158-092

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257.	H2O X5+ retail box (131024).	VAu 1-155-206
258.	FlavorQuik retail box (131108).	VAu 1-157-078
259.	Ageless Wonder retail box #3, EU (131108).	VAu 1-154-259
260.	SLIM 'N LIFT INFUSED retail box (131114).	VAu 1-154-258
261.	FLAVORSTONE, 4 glass lids retail boxes (131121).	VAu 1-154-136
262.	H2O X2 retail box (131126).	VAu 1-154-257
263.	H2O Scents product info sheet & Lavender scent label (140102).	VA 1-891-535
264.	FlavorStone Red 5 knives & block set box (140120).	TXu 1-887-516
265.	FlavorChef retail box & warranty (Engl. & Fr.) (140106).	VAu 1-155-890
266.	FlavorChef w/ 30m Glass Lid retail box (131219).	VAu 1-155-889
267.	FlavorChef Recipe Guide (130828).	TXu 1-896-582
268.	SLIM 'N LIFT INFUSED infomercial, Int'l.	PA 1-899-185
269.	FLAVORSTONE blue grill pan box 131204.	VAu 1-166-105
270.	Slim 'N Lift Infused product webpage images and text.	VA 1-905-185
271.	SLIM 'N LIFT INFUSED FAQ, 131203.	TX 7-829-336
272.	H2O X5 Accessories, 5 UK retail boxes (130912), Elite, Microfibre Cloths, Premium Pack, Super Absorbent Cloths, Super Clean.	VAu 1-165-847
273.	X5 Vac User's Guide, 131212.	TXu 1-895-313
274.	Slim 'N Lift Men's Slimming Shirt (Core Shaper) retail box.	VA1-901-309
275.	X5 Vac retail box 140211.	VAu 1-166-502
276.	Slim 'N Lift Infused Product Info Sheet 130809.	VA 1-908-360
277.	Slim 'N Lift Infused Product Info Sheet 130913.	VA 1-908-365
278.	X5 Vac retail box 140321.	VAu 1-169-439
279.	H2O X5 User Manual (UK).	VAu 1-173-432
280.	2 FlavorStone 7-piece Grande Set retail boxes: Generic set and Deluxe set with Detachable Handle and Thermo lid (131205).	VAu 1-178-745
281.	SLIM 'N LIFT INFUSED infomercial, US.	PA 1-905-934
282.	FlavorFull, set of 3 retail boxes (GS), for green (140415), red (140415) & white (140521).	VAu 1-182-436
283.	Slim n Lift Caresse Jeans product info sheet (140612).	VAu 1-177-302
284.	FlavorStone (Blue) Grande Set product info sheet (140620).	VAu 1-177-301
285.	X5 Vac product webpage images and text (thane.ca).	VA 1-918-988
286.	FlavorFull product webpage images and text (thane.ca).	VA 1-919-921
287.	FlavorQuik product webpage images and text (thane.ca).	VA 1-919-125
288.	H2O SteamFX product webpage images and text (thane.ca).	VA 1-919-126
289.	Slim n Lift Caresse Jeans retail box (140710).	VAu 1-178-388
290.	X5 Vac product webpage images and text (thane.com).	VA 1-922-851
291.	FlavorFull product webpage images and text (thane.com).	VA 1-922-851
292.	Slim n Lift Caresse Jeans retail box (140711), Spanish.	VAu 1-179-049

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293.	FlavorStone, 3 retail boxes, 28 cm deluxe deep pan w detach handle, colors (Blue, Red, Dk Gray) (140710).	VAu 1-179-031
294.	FlavorStone (Red) retail box for 3-piece Saute Pan Set, 20 cm 24 cm 28 cm (140723).	VAu 1-178-956
295.	3 FlavorStone (Red) retail packaging sleeves, for 20cm, 24cm & 28 cm Saute pans (140306).	VA 1-920-856
296.	5 FlavorStone (Red) retail boxes, for varying 24cm pans.	VA 1-920-791
297.	FlavorStone (Red) retail box for 16cm Sauce Pan w Lid (140503).	VA 1-920-788
298.	The Ultimate Juicer retail box (140731).	VAu 1-178-953
299.	Slim n Lift Caresse Jeans retail box and retail sleeve (140806).	VAu 1-178-973
300.	Slim n Lift Caresse Jeans retail box, Spanish (R1, 140812).	VAu 1-178-933
301.	FlavorStone, 3 retail boxes, 20 cm saute [sic—should be "sauce" pan w lid, in colors Blue (140822), Red & Dk Gray (140821).	VAu 1-178-900
302.	FlavorStone, 3 retail boxes, for 32 cm saute pan w lid, in colors Blue (140723), Red & Dk Gray (140826).	VAu 1-178-899
303.	FlavorStone (Blue), 4 retail boxes, for varying 28cm pans (140507, 140528, 140619, 140820).	VAu 1-178-897
304.	FlavorStone (Red), 2 retail boxes, for varying 24cm pans (140325, 140505).	VA 1-920-751
305.	Slim n Lift AIRE set of 7 garment wearing instructions (140515).	TXu 1-910-438
306.	AbTronic X2 Diet & Workout Plan 140410.	TXu 1-910-593
307.	AbTronic X2 - 2 Product Use Guides (First Use Guide 140415 and Instruction Manual 140422).	TXu 1-910-585
308.	FlavorFull User's Guide (2 sets, ETL & GS (141010).	TXu 1-911-272
309.	Slim n Lift AIRE Lace Slip garment wearing instructions (140522).	TXu 1-911-460
310.	H2O HD product info sheet (140906) (sic—should be 140905).	VAu 1-184-254
311.	H2O PowerX product info sheet (140905).	VAu 1-184-283
312.	H2O HD retail box (140909).	VAu 1-184-387
313.	Rockin' Abs product info sheet (140908).	VAu 1-184-989
314.	FlavorMaster product info sheet (140910).	VAu 1-184-863
315.	FlavorStone Red (Translucent) product info sheet (140917).	VAu 1-185-314
316.	FlavorFull 6 Week Menu Planner (140408), FlavorFull Healthy Eating Recipe Book (140410).	TX 7-916-337
317.	Ab Command, Diet Plan & First Use Guide (130409) & User's Manual (130410).	TX 7-934-196
318.	H2O Mop X3 U.S. retail box (130111).	VA 1-933-842
319.	H2O HD User's Guide, Model KB-019 (140708).	TXu 1-914-985
320.	FlavorFull 6 Week Menu Planner (140408), FlavorFull Healthy Eating Recipe Book (140410).	TX 7-945-557
321.	H2O PowerX User's Guide (140825).	TXu 1-918-903
322.	Bullworker Pro retail box (140905).	VAu 1-184-219
323.	H2O Scents, 3 retail labels, Lavender, Orange and Pine (140129).	VAu 1-186-657

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324.	Slim N Lift Caresse Jeans FAQ (141029) and Package Insert (141103).	TXu-929-103
325.	H2O X5 Lite U.K. retail box (141112).	VAu 1-190-966
326.	Rockin' Abs retail box (141030).	VAu 1-190-967
327.	Rockin' Abs User's Guide (141107), 10 Workout Jump Start Program and Healthy Eating Plan (141014).	TXu 1-930-281
328.	Ab Command product labels (belt tag & gel label).	TXu 1-930-270
329.	Ab Command - 2 Product Use Guides (First Use Guide 141112 and Instruction Manual 141114).	TXu 1-930-278
330.	Ab Command Diet & Workout Plan (141114).	TXu 1-929-249
331.	Slim N Lift Caresse Jeans retail hanger packaging & instructions (141120).	VAu 1-191-986
332.	FlavorMaster User's Guide (141117).	TXu1-931-603
333.	Slim N Lift Caresse Jeans retail box (single pair) (141218).	VAu 1-196-796
334.	FlavorMaster retail box (141216).	VAu 1-197-071
335.	CrossX2 product information sheet (141219).	VAu 1-197-518
336.	Ab Command iX2 – 2 product information sheets (150108).	VAu 1-198-628
337.	Ab Command iX2 upsell kit package insert (141223).	VAu 1-198-630
338.	Slim n Lift Caresse Jeans product webpage images and text (thane.com).	VA 1-954-283
339.	FlavorMaster Recipe book (141210).	TXu 1-937-289
340.	Rockin Abs FAQ (150106).	TXu 1-937-478
341.	Ab Command iX2 Nutrition & Cardio Guide (141224).	TXu 1-930-647
342.	Ab Command iX2 - 2 Product Use Guides (First Use Guide and Instruction Manual (141224).	TXu 1-938-601
343.	Ab Command retail box (150115).	VAu1-202-152
344.	H2O PowerX retail box (150212).	VAu1-203-162
345.	Slim N Lift Caresse retail sleeve (121018).	VA1-951-051
346.	Slim N Lift Caresse Jeans retail sleeves, for animal print and for gemstones jeans (150302).	VAu1-204-484
347.	Slim N Lift Caresse Jeans skirt retail sleeves (Thane 150303 and TVINS 150306).	VAu 1-205-489
348.	Ab Command iX2 retail box (150312).	VAu 1-205-644
349.	Miracle Bamboo Pillow product info sheet, retail box & care instrux (150316, 150317 & 150325).	VAu 1-206-489
350.	CrossX2 retail box (150402).	VAu 1-208-123
351.	H2O X VAC product info sheet (Ver130920).	VAu 1-214-677
352.	4 FlavorStone (Blue) Accessories packaging: utensils box (Ver130816), pizza pan box (Ver130822), cookie sheet box (Ver130822), 20cm sauté pan sleeve (Ver130912).	VAu 1-217-073
353.	2 FlavorStone retail boxes: 4-piece Blue Master set, Generic (Ver131003), 4-piece Blue Master set, with Detachable handle & thermo lid (Ver130909).	VAu 1-216-320
354.	FlavorStone UK Retail Wrap 4pc Blue 24cm set.	VAu 1-216-323
355.	3 FlavorStone (Red) Accessories boxes: grill pan (130912), cookie sheet & pizza pan (130812).	VAu 1-216-334

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356.	FlavorChef product info: Coating & Base (130814).	VAu 1-216-338
357.	SLIM 'N LIFT INFUSED Garment instructions. (130916).	VAu 1-216-336
358.	X5 Vac User's Guide 140213 (HSN US).	TXu 1-956-797
359.	X5 Vac User's Guide 140213 (QVC UK).	TXu 1-904-579
360.	Slim N Lift Caresse Lace Top wearing instructions (140515).	TXu 1-950-708
361.	PressurePro retail box (140911).	VAu 1-189-272
362.	Ab Command iX2 Instruction Manual R1 (150223).	TXu 1-949-869
363.	Ab Command iX2 Quick Start Guide R1 (150223) and Ab Command iX2 Nutrition & Cardio Guide R1 (150225).	TXu 1-949-870
364.	Slim N Lift Waist Shaper product information sheet (150427).	VAu1-209-375
365.	FlavorStone Red & White Pro Set UK box (150429).	VAu 1-211-565
366.	Slim N Lift Aire Bra Deluxe retail box (110909).	VA 1-962-133
367.	Nano Gym Training Area & Free Area diagrams & text (150512).	VAu 1-212-908
368.	Nano Gym Twister Seat Feature photos & text (150515).	VAu 1-213-081
369.	FlavorFresh product webpage images & text.	VA 1-962-285
370.	FlavorQuik product webpage images & text.	VA 1-962-291
371.	X5 Vac User's Guide (140213).	TXu 1-956-727
372.	RoboPal retail box (R0 150512).	VAu 1-218-334
373.	CopperX product information sheet (R0 150611).	VAu 1-219-735
374.	Slim 'N Lift Caresse Compression Jeans product information sheet (R0 150612).	VAu 1-219-736
375.	Slim N Lift Waist Shaper product information sheet (R2 150611).	VAu 1-219-824

Pending U.S. Registrations

	Short Title	Case Nr.
1.	TOTAL FLEX exercise chart.	1-824392567
2.	FlavorStone 5-piece Red knife set box (130917).	1-1005645563
3.	SLIM 'N LIFT Slimming Shirt for men retail box.	1-1024085220
4.	X5 Vac User's Guide, 140313 (3 sets, generic, HSN US and QVC UK).	1-1321369017
5.	Cross X2 User's Guide (150312).	1-2292470292
6.	Slim N Lift Waist Shaper product information sheet (150427).	1-2338310932
7.	RoboPal User's Guide (R0 150601).	1-2462236652
8.	Total Flex product webpage images & text 2015 (thane.ca).	1-2462135197
9.	Slim N Lift Waist Shaper wearing instructions (R1 150612).	1-2475406682
10.	H2O PowerX User's Guide (R2 150702).	1-2595526322
11.	Slim 'N Lift Waist Shaper retail box (R0 150729).	1-2595526451
12.	Slim 'N Lift Caresse Jeans product webpage images and text (U.K.).	1-2598309822
13.	H2O PowerX product webpage images and text (thane.ca).	1-2618380602
14.	Slim 'N Lift Caresse Lace Top retail box (R0 150820).	1-2659752487
15.	AbTronic X2 webpage, rev. 2014 (thane.ca).	1-2711282822
16.	FlavorStone InfusionGrill product information sheet (R1 150914).	1-2711216492

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	Short Title	Case Nr.
17.	Jegeeze product information sheet (R0 150908).	1-2711301644
18.	SlimFit product information sheet (R0 150908).	1-2713493432
19.	Slim 'N Lift Perfect Fit product information sheet (R0 150909).	1-2713893592
20.	FlavorChef Express Kitchen System product information sheet (R0 150918).	1-2716971727
21.	Slim 'N Lift Caresse Compression Jeans retail box 3 set (R0 150916).	1-2716724252
22.	FlavorStone InfusionGrill product information sheet (R1 150918).	1-2717259723
23.	Slim 'N Lift Perfect Fit product information sheet (R0 150921).	1-2728600702
24.	H2O HD DualBlast product information sheet (R0 150916).	1-2728862362
25.	H2O X5 DualBlast product information sheet (R0 150916).	1-2731687892
26.	SlimFit wearing instructions (R0 150925).	1-2737810702
27.	CopperX wearing instructions (Eng/Fr/Sp) (R0 150925).	1-2766577372
28.	Jegeeze wear instructions & Jegeeze care instructions (Eng/Fr/Sp) (R0 151008).	1-2776198472
29.	Slim N Lift Waist Shaper wearing instructions, multi-lingual (R1 151008).	1-2776252087
30.	FlavorStone UK retail labels Blue & Gray 28cm 5pc (R0 151005).	1-2778918702

OTHER REGISTRATIONS

- **ECUADOR**

	Title	Registration Nr.
1.	ABTRONIC X2 Diet Plan.	035538
2.	ABTRONIC X2 Dual Channel Fitness Belt Instructions (Product Manual).	035539
3.	Thane Housewares FLAVER [sic] WAVE OVEN TURBO Users Guide.	035540
4.	ABTRONIC X2 Retail Box.	035541
5.	ABTRONIC X2 Belt Artwork.	035542
6.	FLAVOR WAVE OVEN retail box 2 with Mr. T.	035543

**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada, Inc.
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U.S. Design Patents

Thane International, Inc.

Registered Design Patents

1. EXERCISE APPARATUS (ABDOER TWIST):
United States Design Patent D639,873
Issued: June 14, 2011
Inventor: John Abdo
Assignee: Thane International, Inc.
Appl. Nr.: 29/366,192 Filed: July 21, 2010
2. EXTENSION HANGER (HANGWELLS):
United States Design Patent D620262
Issued: July 27, 2010
Inventor: Sladjana Tukulj-Popovic
Assignee: Thane International, Inc.
Appl. Nr.: D/350,693 Filed: November 20, 2009
3. ELLIPTICAL STATIONARY EXERCISE DEVICE (ORBITREK ELITE):
United States Design Patent D569,455
Issued: May20, 2008
Inventor: Dukhande Sandeep Gopal
Assignee: Thane International, Inc.
Appl. Nr.: D/285,963 Filed: April 17, 2007
4. HEATED HAIR STYLING DEVICE (CB STEAM STYLER):
United States Design Patent D557,863
Issued: Dec. 18, 2007
Inventor: Sladjana Tukulj and Jelenko Piksa
Assignee: Thane International, Inc.
Appl. Nr.: D/285,586 Filed: May 10, 2007
5. SOLUTION BOTTLE AND CAP:
United States Design Patent D485,184
Issued: Dec. 18, 2007
Inventor: Dubarry, et al.
Assignee: Thane International, Inc.
Appl. Nr.: D/173,010 Filed: December 19, 2002
6. TRI-SOLUTION BOTTLE ASSEMBLY:
United States Design Patent D485,170
Issued: January 13, 2004
Inventor: Dubarry, et al.
Assignee: Thane International, Inc.
Appl. Nr.: D/173,009 Filed: December 19, 2002
7. MOP HEAD (prism shaped head):
Thane reference: Triple action mop head for H2O Mop X5
U.S. Design Patent D716,009
Inventor: Jelenko Piksa
Applicant: Thane International, Inc.
Appl. Nr. 29/461,478 Filed: July 23, 2013

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and/or Thane Direct Canada, Inc.
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Community Designs

Thane Direct Canada Inc.

- 1. Design Nr.:** 00215959-0001
Thane reference: Slim 'n Lift Silhouette
Filing Date: August 16, 2004
Locarno class nr. 21.01
Indication of the product: Women's underwear
Status: Registered and fully published (A.1)
Graphic representation:



Thane Direct Company

- 1. Design Nr.:** 000370705-0001
Reference: 6036/Swivel Sweeper
Filing Date: July 7, 2005
Locarno class nr. 15.05
Indication of the product: Vacuum cleaners, Cleaning machines
Status: Registered and fully published (A.1)
Graphic representation:



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- 2. Design Nr.:** 000411111-0001
Reference: 6036/Swivel Sweeper
Verbal element: Battery charger
Filing Date: July 7, 2005
Locarno class nr. 13.02
Indication of the product: Accumulators, Accumulator charging apparatus
Status: Registered and fully published (A.1)
Graphic representation:



- 3. Design Nr.:** 000582887-0001
Thane reference: Slim 'n Lift Silhouette Supreme
Filing Date: September 1, 2006
Locarno class nr. 21.01
Indication of the product: Women's underwear
Status: Registered and fully published (A.1)
Graphic representation:

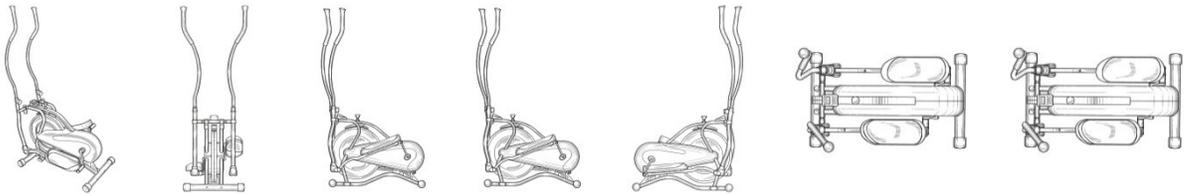


- 4. Design Nr.:** 000651831-0001 - ORBITREK
Verbal element: Orbitrek
Filing Date: January 15, 2007
Locarno class nr. 21.02
Indication of the product: Exercising apparatus
Status: Registered and fully published (A.1)
Graphic representation:



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and/or Thane Direct Canada, Inc.
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- 5. Design Nr.: 000755699-001**
Thane reference: Orbitrek
Filing Date: July 11, 2007
Locarno class nr. 21.02
Indication of the product: Training devices
Status: Registered and fully published (A.1)
Graphic representation:



- 6. Design Nr.: 000800792-001**
Thane reference: H2O Vac Turbo
Filing Date: September 21, 2007
Locarno class nr. 15.05
Indication of the product: Vacuum cleaners
Status: Registered and fully published (A.1)
Graphic representation:



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- 7. Design Nr.:** 000906524-0001
Thane reference: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)
Graphic representation:



- 8. Design Nr.:** 000906524-0002 to 00906524-003, inclusive
Thane reference: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)
Graphic representation:

000906524-002

000906524-003



**Patents and Design Registrations and Applications
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and/or Thane Direct Canada, Inc.
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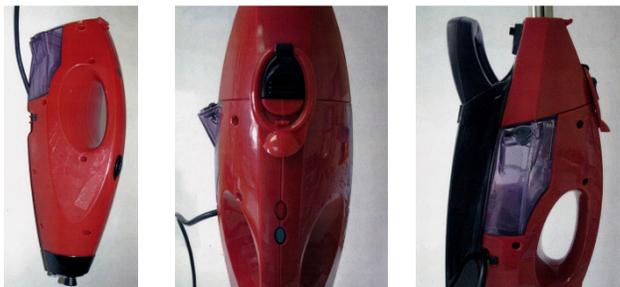
9. Design Nr.: 000906524-0004
Thane reference: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)

Graphic representation:



10. Design Nr.: 000906524-0005
Thane reference: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)

Graphic representation:



**Patents and Design Registrations and Applications
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and/or Thane Direct Canada, Inc.
As of October 12, 2015**

11. Design Nr.: 000906524-0006 – H2O MOP ULTRA
Verbal element: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)

Graphic representation:



12. Design Nr.: 000906524-0007 – H2O MOP ULTRA
Verbal element: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)

Graphic representation:



13. Design Nr.: 000906524-0008 to 000906525-0009, inclusive
Thane reference: H2O Mop Ultra
Filing Date: March 31, 2008
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)

Graphic representation:

000906524-008

000906524-009



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

Thane International, Inc.

1. Design Nr.: 001162127-0001 to 001162127-0002, inclusive

Thane reference: Ab Doer Twist

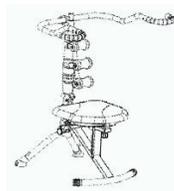
Filing Date: September 3, 2009

Locarno class nr. 21.02

Indication of the product: Exercising apparatus

Status: Registered and fully published (A.1)

Graphic representation: **001162127-0001** **001162127-0002**



2. Design Nr.: 001698713-0001 to 001698713-0002, inclusive

Verbal element: DERMA SETA

Filing Date: April 22, 2010

Locarno class nr. 28.03

Indication of the product: Cosmetic apparatus, Electric epilator devices, Cosmetic skin treatment apparatus

Status: Registered and fully published (A.1)

Graphic representation: **001698713-0001** **001698713-0002**



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Held by Thane International, Inc., Thane Direct Company
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As of October 12, 2015**

- 3. Design Nr.:** **001698739-001**
Thane reference: **Derma Seta**
Filing Date: April 22, 2010
Locarno class nr. 13.02
Indication of the product: Electrical chargers, Accumulator charging apparatus,
Chargers
Status: Registered and fully published (A.1)
Graphic representation:



- 4. Design Nr.:** **001788605-0001**
Thane reference: **Ab Doer TwistEx**
Filing Date: December 2, 2010
Locarno class nr. 21.02
Indication of the product: Training devices
Status: Registered and fully published (A.1)
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

5. Design Nr.: 001791898-0001 to 001791898-009, inclusive
Thane reference: H2O Mop X5
Filing Date: December 10, 2010
Locarno class nr. 15.05
Indication of the product: Floor cleaning machines; and parts thereof
Status: Registered and fully published (A.1)
Graphic representation:

001791898-0001



001791898-0002



001791898-0003



001791898-0004



001791898-0005



001791898-0006



001791898-0007



001791898-0008



001791898-0009



6. Design Nr.: 001795105-0001
Thane reference: Slim 'n Lift Aire
Filing Date: December 17, 2010
Locarno class nr. 02.01
Indication of the product: Women's underwear
Status: Registered and fully published (A.1)
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.**

As of October 12, 2015

- 7. Design Nr.:** **001826918-0001**
Thane reference: **Tobi Steam Wand**
Filing Date: February 25, 2011
Locarno class nr. 07.05
Indication of the product: Steam irons
Status: Registered and fully published (A.1)
Graphic representation:



- 8. Design Nr.:** **001828864-0001**
Thane reference: **Tobi**
Filing Date: March 2, 2011
Locarno class nr. 07.05
Indication of the product: Steam irons with steam boilers
Status: Registered and fully published (A.1)
Graphic representation:



- 9. Design Nr.:** **001900465-0001**
Thane reference: **Total Flex**
Filing Date: August 3, 2011
Locarno class nr. 21.02
Indication of the product: Exercise apparatus
Status: Registered and fully published (A.1)
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

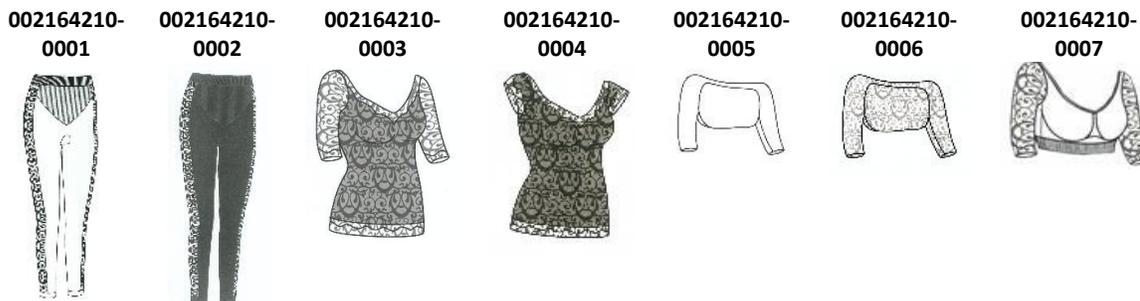
10. Design Nr.: 001900473-0001
Thane reference: FlavorStone
Filing Date: August 3, 2011
Locarno class nr. 32.00
Indication of the product: Surface patterns
Status: Registered and fully published (A.1)
Graphic representation:



11. Design Nr.: 001900481-0001 to 001900481-0006, inclusive
Thane reference: FlavorStone
Filing Date: August 3, 2011
Locarno class nr. 07.02
Indication of the product: Cooking appliances, utensils and containers
Status: Registered and fully published (A.1)
Graphic representation:



12. Design Nr.: 002164210-0001 to 002164210-0007, inclusive
Thane reference: Slim 'n Lift Caresse
Filing Date: January 9, 2013
Locarno class nr. 02.01
Indication of the product: Women's underwear
Status: Registered and fully published (A.1)
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

13. Design Nr.: 002194704-0001 to 002194704-0002, inclusive
Thane reference: H2O Mop X5 triple action mop head
Filing Date: March 1, 2013
Locarno class nr. 15.05
Indication of the product: Floor cleaning machine; and part thereof
Status: Registered and fully published (A.1)
Graphic representation: 002194704-0001 002194704-0002



14. Design Nr.: 002364463-0001 to 002364463-0004, inclusive
Thane reference: H2O X2
Filing Date: March 1, 2013
Locarno class nr. 15.05
Indication of the product: Floor cleaning machine; and part thereof
Status: Registered and fully published (A.1)
Graphic representation: 002364463-0001 002364463-0002 002364463-0003 002364463-0003



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and/or Thane Direct Canada Inc.
As of October 12, 2015**

15. Design Nr.: 002570804-0001 to 002570804-0005, inclusive
Thane reference: H2O HD
Filing Date: November 4, 2014
Locarno class nr. 15.05
Indication of the product: Floor cleaning machine; and part thereof
Status: Registered and fully published (A.1)

Graphic representation:

002570804-0001



002570804-0002



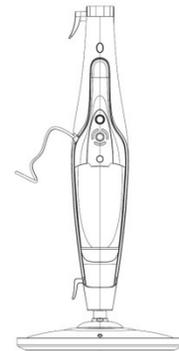
002570804-0003



002570804-0004



002570804-0005



16. Design Nr.: 002583930-0001 to 002583930-0004, inclusive
Thane reference: H2O PowerX (with triangular head)
Filing Date: November 24, 2014
Locarno class nr. 15.05
Indication of the product: Floor cleaning machine; and part thereof
Status: Registered and fully published (A.1)

Graphic representation:

002583930-0001



002583930-0002



002583930-0003

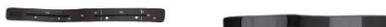


002583930-0004



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Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

17. Design Nr.: 002642082-0001 to 0026420820002, inclusive
Thane reference: Ab Command iX2
Filing Date: February 2, 2015
Locarno class nr. 21.02
Indication of the product: Vibrating belts
Status: Registered and fully published (A.1)
Graphic representation: 002642082-0001 002642082-0002

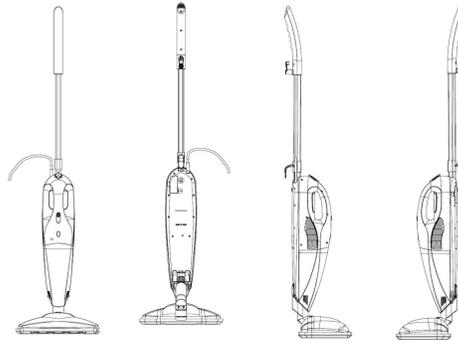


18. Design Nr.: 002642108-0001
Thane reference: Ab Command iX2
Filing Date: February 26, 2015
Locarno class nr. 32.00
Indication of the product: Graphic representations, graphic symbols, Ornamentation
Status: Registered and fully published (A.1)
Graphic representation:



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Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

19. Design Nr.: 002773994-0001
Thane reference: H2O PowerX (with rectangular head)
Filing Date: September 17, 2015
Locarno class nr. 32.00
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)
Graphic representation:



20. Design Nr.: 002773994-0002
Thane reference: H2O PowerX (with rectangular head)
Filing Date: September 17, 2015
Locarno class nr. 32.00
Indication of the product: Floor cleaning machines
Status: Registered and fully published (A.1)
Graphic representation:

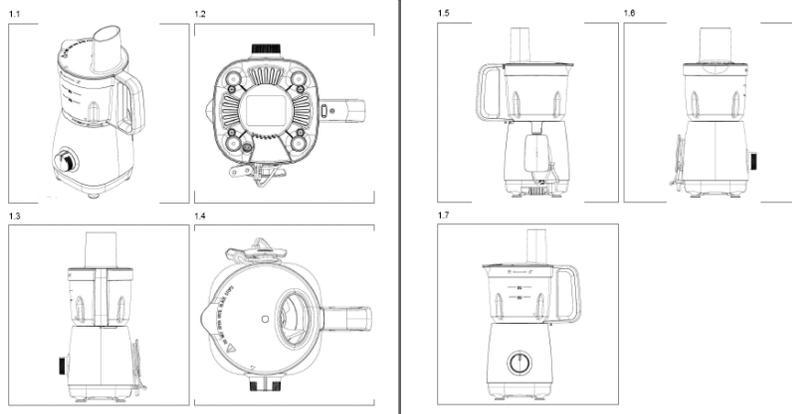


**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

21. Design Nr.: 002773994-0003
Thane reference: H2O PowerX (with rectangular head)
Filing Date: September 17, 2015
Locarno class nr. 32.00
Indication of the product: Floor cleaning machines (parts thereof)
Status: Registered and fully published (A.1)
Graphic representation:



22. Design Nr.: Not yet available.
Thane reference: FlavorChef Express Kitchen System
Filing Date: October 5, 2015
Locarno class nr. 31.00
Indication of the product: Mixer
Status: Pending
Graphic representation:

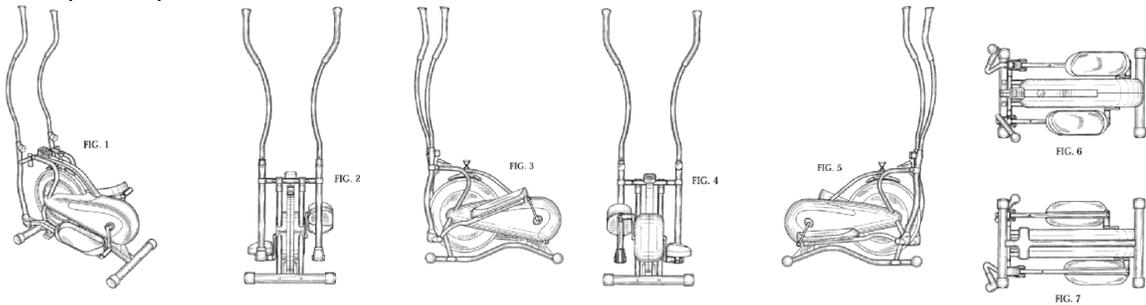


**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

AUSTRALIA Designs

Thane International, Inc.

1. Registration Nr.:	AU 316003 S
Design Nr.:	200718587
Thane reference:	Orbitrek
Date Lodged:	June 26, 2007
Date Registered:	September 5, 2007
Classification:	21-02F
Article/Product Name:	Elliptical stationary exercise device
Status:	Certified (March 31, 2008)
Renewed to 1 st Period:	June 26, 2017
End of registration period:	June 26, 2017
Graphic representation:	



2. Registration Nr.:	AU 330914 S
Design Nr.:	201011719S
Thane reference:	Ab Doer Twist
Date Lodged:	March 2, 2010
Date Registered:	May 21, 2010
Classification:	21-02F
Article/Product Name:	Exercise apparatus
Status:	Certified (September 20, 2010)
Renewed to 1 st Period:	March 2, 2020
End of registration period:	March 2, 2020
Graphic representation:	

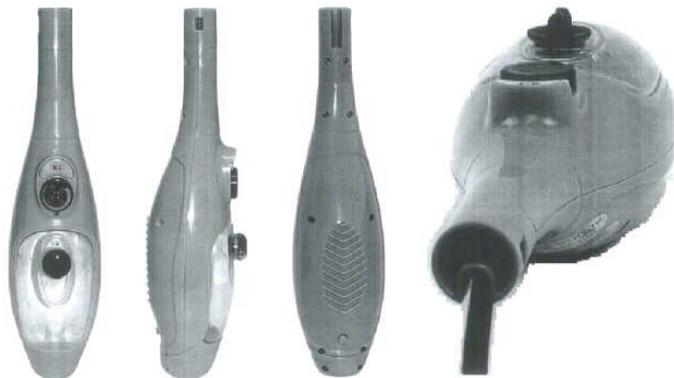


**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

- 3. Registration Nr.:** AU 330886 S
Design Nr.: 201010708
Thane reference: Ab Doer Twist
Date Lodged: March 2, 2010
Date Registered: May 20, 2010
Classification: 21-02F
Article/Product Name: Exercise apparatus
Status: Certified (September 20, 2010)
Renewed to 1st Period: March 2, 2020
End of registration period: March 2, 2020
Graphic representation:



- 4. Registration Nr.:** AU 336003 S
Design Nr.: 20111165
Thane reference: H2O Mop X5
Date Lodged: March 18, 2011
Date Registered: April 13, 2011
Classification: 15:05
Article/Product Name: Steam cleaning device
Status: Certified (May 18, 2012)
Renewed to date: March 18, 2016
End of registration period: March 18, 2021
Graphic representation:

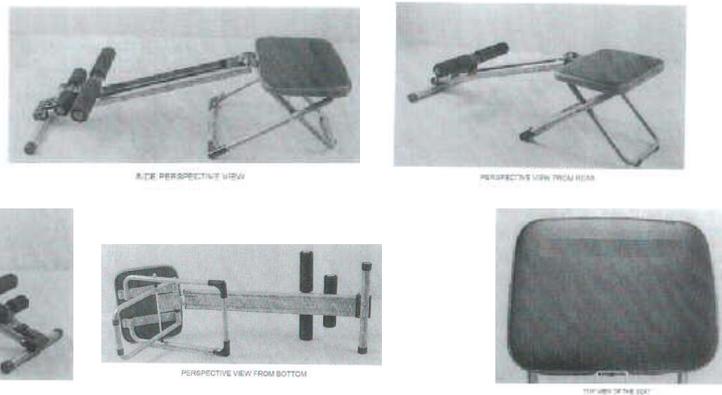


**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

5. Registration Nr.: AU 336004 S
Design Nr.: 20111166
Thane reference: H2O Mop X5
 Date Lodged: March 18, 2011
 Date Registered: April 13, 2011
 Classification: 15:05
 Article/Product Name: Floor cleaning device
 Status: Certified (May 17, 2012)
 Renewed to date: March 18, 2016
 End of registration period: March 18, 2021
 Graphic representation:

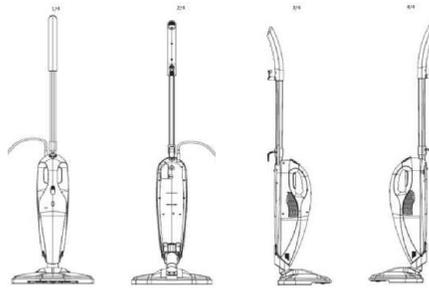


6. Registration Nr.: AU 340778 S
Design Nr.: 201210146
Thane reference: Total Flex
 Date Lodged: January 13, 2012
 Date Registered: February 2, 2012
 Classification: 21-02F
 Article/Product Name: Exercise apparatus
 Status: Renewed to January 13, 2017
 End of registration period: January 13, 2022
 Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

7. Registration Nr.: AU 360761 S
Design Nr.: 201510166
Thane reference: H2O PowerX
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Cleaner
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:

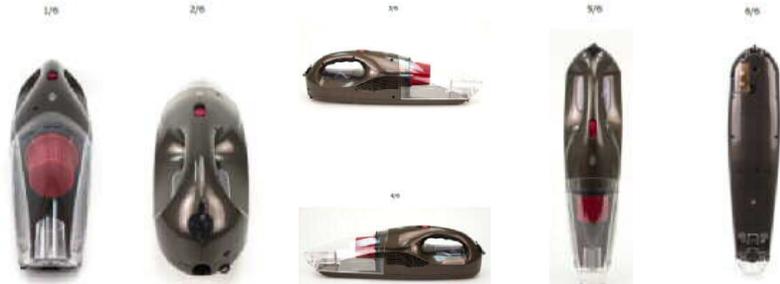


8. Registration Nr.: AU 360762 S
Design Nr.: 201510170
Thane reference: H2O PowerX
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Cleaner
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

9. Registration Nr.: AU 360747 S
Design Nr.: 201510175
Thane reference: H2O PowerX (with triangular head)
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Cleaner
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:

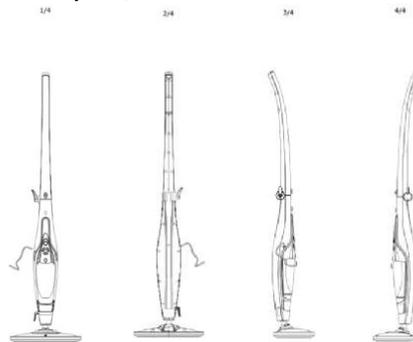


10. Registration Nr.: AU 360763 S
Design Nr.: 201510171
Thane reference: H2O PowerX
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Cleaner compound
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

11. Registration Nr.: AU 3607648 S
Design Nr.: 201510176
Thane reference: H2O HD
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Steam mop
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:

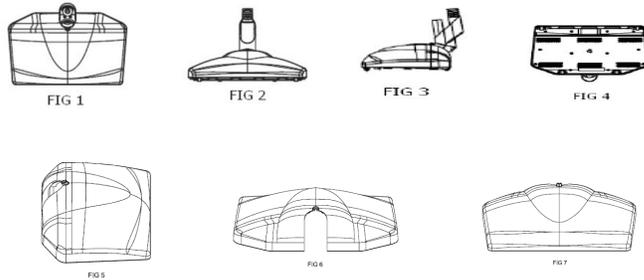


12. Registration Nr.: AU 360750 S
Design Nr.: 201510186
Thane reference: H2O HD
Date Lodged: January 14, 2015
Date Registered: March 19, 2015
Classification: 15:05
Article/Product Name: Steam cleaner
Renewed to date: January 14, 2020
End of registration period: January 14, 2025
Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

13. Registration Nr.: Pending.
Design Nr.: Unavailable at this time.
Thane reference: H2O PowerX (with rectangular head)
Date Lodged: October 1, 2015
Date Registered: Pending.
Classification: 15:05
Article/Product Name: Head for a steam mop
Renewed to date: Unavailable at this time.
End of registration period: Unavailable at this time.
Graphic representation:



14. Registration Nr.: Pending.
Design Nr.: Unavailable at this time.
Thane reference: H2O PowerX (with rectangular head)
Date Lodged: October 1, 2015
Date Registered: Pending.
Classification: 15:05
Article/Product Name: Head for a steam mop
Renewed to date: Unavailable at this time.
End of registration period: Unavailable at this time.
Graphic representation:

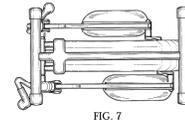
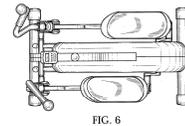
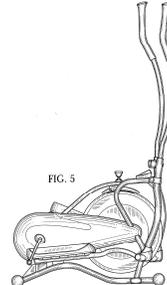
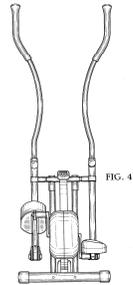
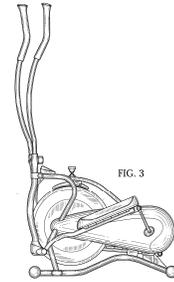
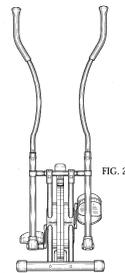
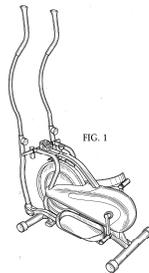


**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

CANADA Industrial Designs

Thane Direct Company

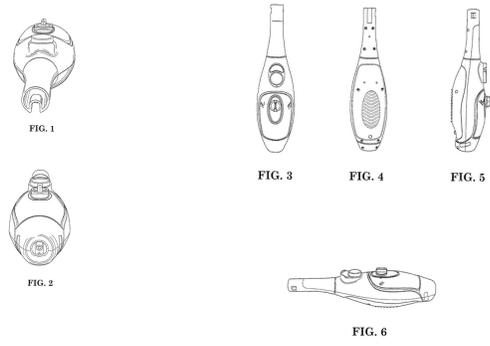
1. Registration Nr.: 120576
Title: Elliptical stationary exercise device
Thane reference: Orbitrek
Date Registered: March 6, 2008
Graphic representation:



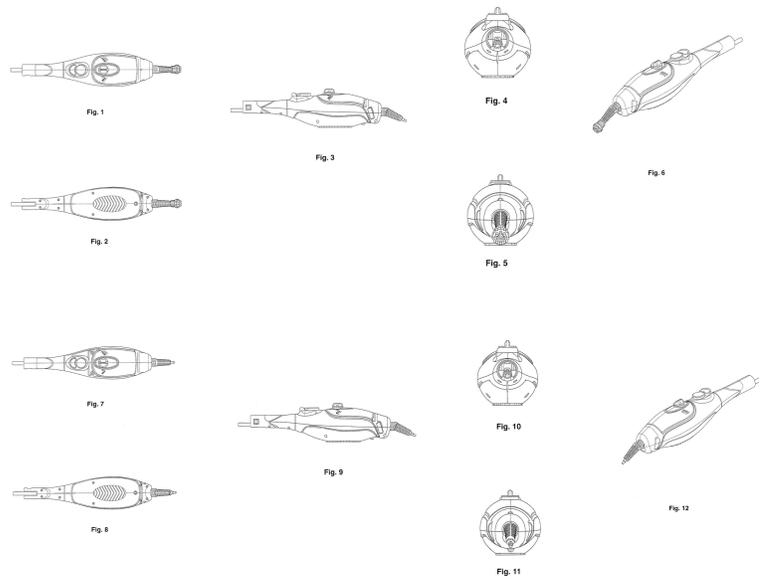
**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

Thane International, Inc.

1. Registration Nr.: 140140
 Title: Steamer
 Thane reference: H2O Mop X5
 Date Registered: January 31, 2012
 Graphic representation:



2. Registration Nr.: 138980
 Title: Steamer
 Thane reference: H2O Mop X5
 Date Registered: January 31, 2012
 Graphic representation:



**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

3. Registration Nr.:

138979

Title:

Mop

Thane reference:

H2O Mop X5

Date Registered:

January 31, 2012

Graphic
representation:

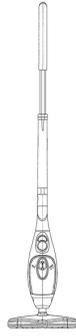


Fig. 1



Fig. 2



Fig. 3



Fig. 4



Fig. 5



Fig. 6

4. Registration Nr.:

140140

Title:

Steamer

Thane reference:

H2O Mop X5

Date Registered:

January 31, 2012

Graphic
representation:



FIG. 1



FIG. 2



FIG. 3



FIG. 4



FIG. 5



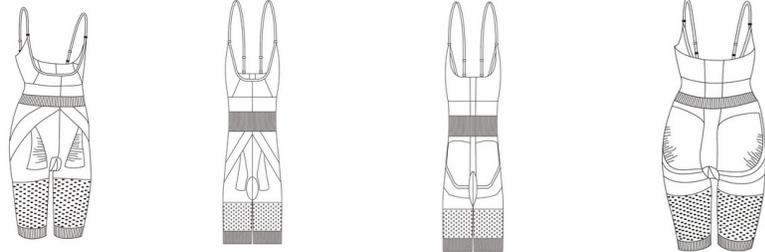
FIG. 6

**Patents and Design Registrations and Applications
Held by Thane International, Inc., Thane Direct Company
and/or Thane Direct Canada Inc.
As of October 12, 2015**

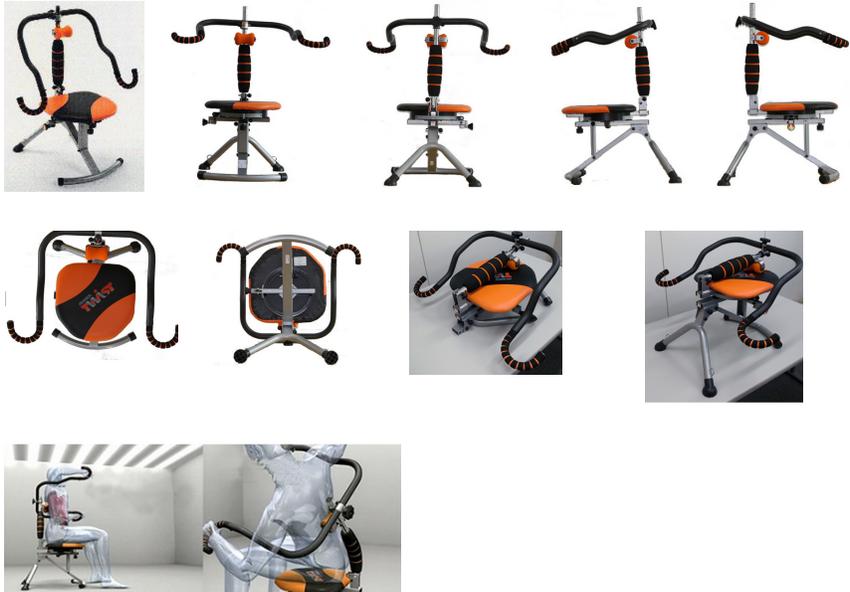
JAPAN Designs

Thane Direct Company

1. **Reg. Nr.** **1310960**
 Thane reference: **SLIM'N LIFT SUPREME**
 Appl. Nr. 2007-5091
 Filing date: February 28, 2007
 Registration date: August 24, 2007
 Graphic
 representation:



2. **Reg. Nr.** **1435704**
 Thane reference: **AB DOER TWIST**
 Appl. Nr. 2010-005057
 Filing date: March 3, 2010
 Registration date: February 10, 2012
 Graphic representation:



Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

U.S. Trademarks

• **Thane International, Inc.**

	Mark	Serial Nr.	Reg. Nr.
1	. . . BEYOND SHAPEWEAR	86013772	4561409
2	3 MINUTE LEGS	77612343	3786387
3	3 MINUTE LEGS	77660240	3747696
4	3ML TOTAL TRANSFORMATIONS	77714243	3747745
5	AB COMMAND	85735018	4580773
6	AB DOER TWIST (figurative)	77679149	3765095
7	AB-DOER	75395129	2654616
8	AGELESS WONDER	85258177	4339184
9	AQUA-FORCE TECHNOLOGY	77360110	3528879
10	CALIFORNIA BEAUTY (Cl. 03)	75421582	2282132
11	CALIFORNIA BEAUTY (Cl. 25)	77225349	3529835
12	CB (figurative) (Cl. 03)	77245826	3884648
13	CB (figurative) (Cl. 25)	85087714	3930963
14	COOLFLEX	85030670	3935836
15	COPPERX (figurative)	86681119	
16	CROSSX2	86499830	
17	DERMA SETA	77655630	3868134
18	DERMA SETA (figurative)	85099821	3931140
19	DualBlast	86753278	
20	FLABBY TO FIT	85644067	4275669
21	FLATTER FORM	86746823	
22	FLAVORCHEF	85662117	4556492
23	FLAVORFRESH	85900327	4769168
24	FLAVORFULL	85929072	4804491
25	FLAVORGOURMET	86616796	
26	FLAVORMASTER	86316327	
27	FLAVORQUIK	85857862	4804456
28	FLAVORSTONE	85287138	4140195
29	FLAVORSTONE INFUSIONGRILL	86607692	
30	FUSIONGRILL	86583285	
31	FLAVORWAVE OVEN	76221469	2560401
32	FLAVORWAVE OVEN TURBO (figurative)	77431069	3501777
33	H2O	85775087	4381334
34	H2O HD	86680693	
35	H2O M O (figurative)	77197298	3378030

**Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015**

	Mark	Serial Nr.	Reg. Nr.
36	H2O M O MOP STEAM CLEANER (figurative)	77340337	3500022
37	H2O MOP	77197286	3425675
38	H2O MOP ULTRA	77815350	3780607
39	H2O MOP ULTRA (figurative)	77445152	3648522
40	(H2O Mop Ultra trade dress)	77576084	3797752
41	H2O MOP X5 (figurative)	85168642	4007640
42	(H2O Mop X5 trade dress)	85302088	4068858
43	H2O STEAMFX	85762070	4566701
44	H2O V O (figurative)	77217386	3378365
45	H2O VAC	77217373	3378364
46	(H2O Vac trade dress)	77577756	3801292
47	H2O X5	85449956	4157759
48	INSTANT SHAPE, FOREVER SMOOTH	86014164	4557437
49	IX2	86317057	
50	JEGEEZE	86754358	
51	LOOK FLAWLESS NOT FAKE	78909524	3300051
52	MAKING FITNESS FUN!	75621110	2439148
53	MOLD N HOLD	85555050	4243665
54	PLAY THE GUITAR OVERNIGHT	74022161	1653314
55	POWERX	86339396	4740892
56	RED FUSION	85496107	4219520
57	REVEAL YOUR TRUE BEAUTY	78909545	3346182
58	ROBOPAL	86361948	
59	ROCKIN' ABS	78736836	3326756
60	SILHOUETTE SLIM 'N LIFT (figurative)	77402789	3504993
61	SLEEP SLIM	85938883	
62	SLIM 'N LIFT	78540176	3339260
63	SLIM 'N LIFT AIRE	85814156	4335037
64	SLIM 'N LIFT AIRE (figurative)	85171994	4007648
65	SLIM 'N LIFT CARESSE	85679510	4498843
66	SLIM 'N LIFT INFUSED	85819922	4544417
67	SLIM 'N LIFT PERFECT FIT	86701379	
68	SLIM 'N LIFT SHEER SECRET	85706838	4515466
69	SLIM 'N LIFT SUPREME COMFORT	77416621	3548115
70	SLIM 'N LIFT SUPREME COMFORT (figurative)	77420321	3548123
71	SLIMFIT	86745936	
72	STEAM LAZER	85470648	4255143
73	SWIRL GLIDE AND GLOW	78909531	3300052

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

	Mark	Serial Nr.	Reg. Nr.
74	THANE	77484517	3543606
75	(Thane figurative)	76322949	2773051
76	THANE (rebrand figurative)	86104490	8614490
77	THANE FITNESS	76334099	2731346
78	THANE H2O HD (figurative)	86547048	4808546
79	THUNDERSTICK	85241549	4440568
80	THUNDER STICK (figurative)	77414802	3526986
81	TRUE COVER	78824246	3304403
82	TRUE COVER'S GOT IT COVERED	78909536	3327850
83	TRUE COVER SETS YOU FREE	78909549	3346183
84	TRUE SLEEP	76473117	2912071
85	TRUE SLEEPER	78175632	3285450
86	TOTAL FLEX	77907125	3962819
87	TOTAL FLEX (figurative)	85343404	4063472
88	TOTAL VIBES	77419950	3702517
89	TOTALTONE	86057031	

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

CANADA Trademarks

• **Thane International, Inc.**

	Mark	Appl. Nr.	Reg. Nr.
1	. . .BEYOND SHAPEWEAR	1636079	TMA 890334
2	3 MINUTE LEGS	1417912	TMA779862
3	3 MINUTE LEGS (figurative)	1426322	TMA766927
4	AB COMMAND	1690558	
5	AB DOER TWIST (figurative)	1512920	TMA817338
6	(circle segment design)	1203185	TMA637849
7	CALIFORNIA BEAUTY (Cl. 03)	1107273	TMA616263
8	CALIFORNIA BEAUTY (Cl. 25)	1517837	TMA816386
9	COMMAND COLLAR	1398198	TMA959948
10	COPPERX (figurative)	1735359	
11	CROSSX2	1710222	
12	DERMA SETA	1425508	TMA772638
13	DERMA SETA (figurative)	1492012	TMA799112
14	DualBlast	1745533	
15	FLATTER FORM	1744665	
16	FLAVORCHEF	1608379	TMA877503
17	FLAVORFULL	1649836	
18	FLAVORFRESH	1622027	TMA909714
19	FLAVORGOURMET	1726477	
20	FLAVORGRILL	1721865	
21	FLAVORMASTER	1682267	
22	FLAVORQUIK	1615411	
23	FLAVORSTONE	1522428	TMA821611
24	FLAVORSTONE INFUSIONGRILL	1725229	
25	FLAVORWAVE OVEN	1313510	TMA706879
26	FLAVORWAVE OVEN TURBO (figurative)	1390646	TMA780067
27	FUSIONGRILL	1721956	
28	H2O	1601675	TMA864085
29	H2O HD	1744060	
30	H2O MO (figurative)	1368100	TMA739153
31	H2O MOP	1368101	TMA738335
32	H2O MOP STEAM CLEANER (figurative)	1375642	TMA738362
33	H2O MOP ULTRA (figurative)	1390909	TMA757968
34	H2O MOP X5 (figurative)	1502538	TMA818996
35	H2O STEAMFX	1627830	TMA883695

**Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015**

	Mark	Appl. Nr.	Reg. Nr.
36	H2O VAC	1373849	TMA743696
37	H2O X5	1548459	TMA834382
38	INSTANT SHAPE, FOREVER SMOOTH	1635834	TMA893235
39	IX2	1682363	
40	JEGEEZE	1745715	
41	MIGHTY	1624208	
42	ORBITREK	1356045	TMA730814
43	POWERX	1711062	
44	KLEAR ACTIV	1213676	TMA644028
45	KLEAR ACTIV	1252448	TMA694990
46	Q	1186091	TMA636201
47	ROBOPAL	1713572	
48	ROCKIN' ABS	1524835	TMA822592
49	SLIM'N LIFT	1243569	TMA665756
50	SLIM 'N LIFT AIRE (figurative)	1504471	TMA807037
51	SLIM 'N LIFT CARESSE	1586555	TMA895661
52	SLIM 'N LIFT INFUSED	1609403	
53	SLIM 'N LIFT PERFECT FIT	1738536	
54	SLIM 'N LIFT SUPREME COMFORT (figurative)	1387139	TMA797864
55	SLIMFIT	1744492	
56	STEAM LAZER	1575263	TMA854900
57	SWIVEL SWEEPER	1285099	TMA682870
58	THANE	1109813	TMA617906
59	THANE (rebrand figurative)	1647377	TMA901105
60	THANE FITNESS	1107274	TMA604623
61	THE DOGFATHER	1398195	TMA759944
62	THUNDERSTICK	1515219	TMA815413
63	TOTAL FLEX	1464998	TMA799860
64	TOTAL FLEX (figurative)	1533154	TMA827,233
65	V O H2O (figurative)	1305493	TMA691294
66	V H2O TURBO (figurative)	1373851	TMA739496
67	VAC ATTACK	1636040	

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

COMMUNITY Trademarks* ("CTM")

• **Thane International, Inc.**

	Mark	Trademark Nr.	Status
1	AGELESS WONDERS	002177517	Registered
2	AUS DER TV WERBUNG (figurative)	010522456	Registered
3	CALIFORNIA BEAUTY	002177699	Registered
4	SLIM 'N LIFT (figurative)	009979766	Registered
5	SWIVEL SWEEPER	004517447	Registered
6	SWIVEL SWEEPER (figurative)	005336128	Registered
7	SWIVEL SWEEPER (figurative)	005336111	Registered
8	THANE	002295327	Registered
9	THANE FITNESSS	002177327	Registered
10	THE DOGFATHER (figurative)	007071343	Registered

*See also, International Registrations ("IR") / Madrid Trademarks section below.

• **Thane Direct Company**

	Mark	Trademark Nr.	Status
1	9 MINUTE MARINATOR	006812382	Registered
2	9 MINUTE MARINATOR (figurative)	005754759	Registered
3	CALIFORNIA BEAUTY	005959201	Registered
4	H2O M O (figurative)	006379911	Registered
5	H2O MOP	006379581	Registered
6	MINUTE MARINATOR	005773221	Registered
7	SLIM 'N LIFT	05380134	Registered
8	SUDDEN GLOW	005380159	Registered
9	THANE FITNESS	006074017	Registered
10	TRUE COVER	005380167	Registered

• **Thane Direct Canada Inc.**

	Mark	Trademark Nr.	Status
1	KLEAR ACTIV	003763471	Registered

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Foreign National Trademark Registrations/Applications
(filed directly with the subject country's Trademark Office):

Albania*

Thane International, Inc.

*See International Trademarks section below.

Australia*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	BODY VIBES	1218154	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	TRONIC	1494627	Registered

*See also, International/Madrid Trademarks section below.

Benelux*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	SLIM 'N LIFT (figurative)	0819651	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	FLAVORWAVE OVEN	0855499	Registered
2	FLAVORWAVE OVEN TURBO (figurative)	0855530	Registered

*See International/Madrid Trademarks section below.

Bosnia*

Thane International, Inc.

*See International Trademarks section below.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Brazil

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	DERMA SETA	Appl. Nr. 831295970	Filed
2	FLAVORMASTER	Appl. Nr. 909299293	Filed
3	FLAVORSTONE (word & design, Cl. 21)	Appl. Nr. 840554737	Filed
4	FLAVORSTONE (word, Cl. 08)	Appl. Nr. 909299048	Filed
5	FLAVORSTONE (word, Cl. 21)	Appl. Nr. 909299188	Filed
6	FLAVORWAVE OVEN	Reg. Nr. 830167609	Registered
7	H2O MOP	Appl. Nr. 230805513951	Filed
8	H2O X5	Appl. Nr. 831284358	Filed
9	ORBITREK	Reg. Nr. 822933721	Registered
10	ROCKIN' ABS (word & design)	Appl. Nr. 831020547	Filed
11	SLIM 'N LIFT (word & design)	Reg. Nr. 829950680	Registered
12	SWIVEL SWEEPER (word & design)	Reg. Nr. 829950664	Registered
13	THANE FLAVORMASTER (word & design)	Appl. Nr. 909299374	Filed
14	TOBI (word & design)	Reg. Nr. 830624139	Registered

Chile

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	SLIM 'N LIFT	Reg. Nr. 907,068	Registered
2	ORBITREK	Reg. Nr. 1170242	Registered

China*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AB-DOER	Reg. Nr. 3113863	Registered
2	TRUE SLEEPER (figurative, Class 20)	Reg. Nr. 12343094	Registered

*See also, International/Madrid Trademarks section below.

Costa Rica

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK (figurative)	Reg. Nr. 164745	Registered

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Croatia*

Thane International, Inc.

*See International Trademarks section below.

Czech Republic

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	THANE	Reg. Nr. 252364	Registered

Ecuador

Thane Direct Company

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 169280	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	FLAVORWAVE OVEN	Reg. Nr. 39107	Registered
2	FLAVORWAVE OVEN TURBO (figurative)	Reg. Nr. 39106	Registered

El Salvador

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK (figurative)	Reg. Nr. 00104 L.00082	Registered

Germany

Thane Direct Company

	Mark	Trademark Nr.	Status
1	SUDDEN GLOW	Reg. Nr. DE 30661519	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AB-DOer	Reg. Nr. DE 300627238	Registered
2	ORBITREK (figurative)	Reg. Nr. DE 399587128	Registered
3	SLIM'N LIFT	Reg. Nr. DE 306615207	Registered

*See also, International Trademarks section below.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Guatemala

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK (figurative)	Reg. Nr.151,560	Registered

Hong Kong

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	BODY VIBES	Reg. Nr. 2000B10592	Registered

India*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AB DOER	Appl. Nr. 2147284	Filed
2	AB DOER TWIST (figurative)	Appl. Nr. 2147286	Filed
3	FLAVORWAVE OVEN,	Appl. Nr. 2147281	Filed
4	FLAVORWAVE OVEN (figurative)	Appl. Nr. 2147282	Filed
5	H2O MOP	Appl. Nr. 2147283	Filed
6	H2O MOP X5 (figurative)	Appl. Nr. 2147280	Filed
7	ORBITREK	Appl. Nr. 2132829	Filed
8	ORBITREK ELITE (figurative)	Appl. Nr. 2132827	Filed
9	ORBITREK PLATINUM	Appl. Nr. 2132828	Filed
10	SLIM 'N LIFT	Appl. Nr. 2147285	Filed
11	SLIM 'N LIFT AIRE BRA	Appl. Nr. 2388560	Filed
12	SLIM 'N LIFT AIRE BRA (figurative)	Appl. Nr. 2388561	Filed
13	TRUE SLEEPER	Appl. Nr. 2314098	Filed

*See also, International Trademarks section below.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Indonesia

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	FLAVORFULL	Appl. Nr. D00 2013 051899	Filed
2	FLAVORMASTER	Appl. Nr. D00 2014 058939	Filed
3	H2O (Cl. 07)	Appl. Nr. D00 2013-021682	Filed
4	H2O (Cl. 11)	Appl. Nr. D00 2013-021682	Filed
5	H2O X5	Appl. Nr. D00 2013-028531	Filed
6	H2O X5(figurative)	Appl. Nr. D00 2013-028530	Filed
7	THANE (rebrand figurative)	Appl. Nr. D00 2014 006782	Filed
8	TOBI (figurative)	Appl. Nr. D00 2013-035069	Filed

Japan*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	SWIVEL SWEEPER	Reg. Nr. 5078868	Registered
2	SWIVEL SWEEPER (figurative)	Reg. Nr. 5269499	Registered
3	SWIVEL SWEEPER (figurative)	Reg. Nr. 5269500	Registered
4	SWIVEL SWEEPER (in Japanese Katakana characters)	Reg. Nr. 5078868	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AB DOER	Reg. Nr. 5519616	Registered
2	AB DOER TWIST + Katakana	Reg. Nr. 5519617	Registered
3	CALIFORNIA BEAUTY + Katakana	Reg. Nr. 5081503	Registered
4	SHEER SECRET (in Japanese Katakana characters)**	Reg. Nr. 5580078	Registered
5	SLIM 'N LIFT	Reg. Nr. 4898243	Registered

*See also, International Trademarks section below.

**Assigned to Thane International, Inc. by its distributor in Japan.

Jordan

Thane Direct Company

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 93353	Registered

Kuwait

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	THANE (figurative)	Reg. Nr. 56267	Registered

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Lebanon

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	FLAVORWAVE OVEN	Reg. Nr. 138301	Registered
2	FLAVORWAVE OVEN EXPRESS (figurative)	Reg. Nr.138302	Registered
3	H2O MOP	Reg. Nr. 144414	Registered
4	H2O MOP X5 (figurative)	Reg. Nr. 144413	Registered
5	RELAX & TONE	Reg. Nr. 137356	Registered
6	SLIM 'N LIFT	Reg. Nr. 154227	Registered

Macedonia*

Thane International, Inc.

*See International Trademarks section below.

Mexico*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	AB-DOER	Reg. Nr. 1180225	Registered
2	AB-DOER TWIST (figurative)	Reg. Nr. 1238392	Registered
3	DERMA SET	Reg. Nr. 1163594	Registered
4	FLAVORWAVE (figurative)	Reg. Nr. 1076586	Registered
5	FLAVORWAVE OVEN	Reg. Nr. 1137265	Registered
6	FLAVORWAVE OVEN TURBO (figurative)	Reg. Nr. 1140240	Registered
7	ORBITREK (figurative)	Reg. Nr. 975195	Registered
8	TOBI (Class 07)	Reg. Nr. 1126433	Registered
9	TOBI (Class 09)	Reg. Nr. 1188623	Registered
10	ORBITREK		Filed

Mexico trademarks held by Thane International, Inc. are found on the next page.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Mexico*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	DERMA SETA	Reg. Nr. 1243836	Registered
2	DERMA SETA (figurative)	Reg. Nr. 1243837	Registered
3	FLAVORCHEF	Reg. Nr. 1368892	Registered
4	FLAVORSTICK	Reg. Nr. 1193840	Registered
5	FLAVORSTONE	Reg. Nr. 1238263	Registered
6	FLOW FORM	Reg. Nr. 1340276	Registered
7	MEJOR COMPRA TV	Reg. Nr. 1282123	Registered
8	MEJOR COMPRA TV (figurative)	Reg. Nr. 1195039	Registered
9	NANO GYM	Reg. Nr. 1315857	Registered
10	RED FUSION	Reg. Nr. 1325177	Registered
11	SILHOUETTE SLIM N LIFT SUPREME	Reg. Nr. 1215406	Registered
12	SILHOUETTE SLIM N LIFT SUPREME (figurative)	Reg. Nr. 1210984	Registered
13	SLIM LIFT SUPREME	Reg. Nr. 1007331	Registered
14	SLIM 'N LIFT CARESSE	Reg. Nr. 1430141	Registered
15	STEELABS	Reg. Nr. 124604	Registered
16	STEAM LAZER	Reg. Nr. 1315251	Registered
17	TOTAL FLEX	Reg. Nr. 1195069	Registered
18	TOTAL FLEX (figurative)	Reg. Nr. 1257871	Registered
19	URBAN SECRET	Reg. Nr. 1317404	Registered

*See International Trademarks section below.

Moldova*

Thane International, Inc.

*See International Trademarks section below.

Montenegro*

Thane International, Inc.

*See International Trademarks section below.

New Zealand*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AB DOER TWIST	840883	Registered
2	H2O (figurative)	834996	Registered
3	TOBI	794149	Registered

*See also, International Trademarks section below.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Norway*

Thane International, Inc.

*See International Trademarks section below.

Peru

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	TOTAL FLEX*	Appl. Nr. 2014-587507	Filed

*Assigned to Thane International, Inc. from a distributor.

Qatar

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	H2O MOP	Reg. Nr. 75971	Registered
2	H2O MOP X5 (figurative)	Reg. Nr. 75972	Registered

Saudi Arabia

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	H2OMOP X5	Reg. Nr. 193182	Registered

Serbia*

Thane International, Inc.

*See International Trademarks section below.

South Korea*

Thane International, Inc.

*See International Trademarks section below.

Spain

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 2224842	Registered

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

Switzerland*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 584264	Registered

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	AUS DER TV WERBUNG (figurative)	Reg. Nr. 010522456	Registered

*See also, International Trademarks section below.

Taiwan

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 2224842	Registered

Turkey*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	H2O	Grant Nr. 2007 37113	Registered
2	H2O MOP X5	Reg. Nr. 2011/40318	Registered
3	SLIM 'N LIFT AIRE	Reg. Nr. 2011/40464	Registered
4	SLIM 'N LIFT SILHOUETTE SUPREME (figurative)	Grant Nr. 2006/57291	Registered

*See also, International Trademarks section below.

U.A.E.

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	H2O MOP	Reg. Nr. 174071	Registered
2	H2O MOP X5	Reg. Nr. 174070	Registered
3	TÉ CHINO DEL DR. MING	Appl Nr. 180120	Filed

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
As of October 12, 2015

U.K.*

Thane Direct Company

	Mark	Trademark Nr.	Status
1	OM H2O (figurative)	Reg. Nr. 2469947	Registered
2	H2O MOP	Reg. Nr. 2470005	Registered
3	SLIM'N LIFT, (Cl. 9 and 41)	Reg. Nr. 2441612	Registered
4	SUDDEN GLOW	Reg. Nr. 2441610	Registered
5	SWIVEL SWEEPER (figurative)	Reg. Nr. 2417363A	Registered
6	SWIVEL SWEEPER (figurative)	Reg. Nr. 2417363B	Registered
7	TRUE COVER	Reg. Nr. 2441142	Registered

*See also, International Trademarks section below.

Ukraine*

Thane International, Inc.

*See International Trademarks section below.

Vietnam*

Thane International, Inc.

	Mark	Trademark Nr.	Status
1	ORBITREK	Reg. Nr. 172502	Registered
2	TOBI	Reg. Nr. 159590	Registered
3	TOBI (figurative)	Reg. Nr. 159591	Registered

*See also, International Trademarks section below.

Trademark Registrations and Applications
Held by Thane International, Inc., Thane Direct Company and/or
Thane Direct Canada Inc.
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International Trademarks (listed below numerically, in ascending order)
(Various International Trademark Registrations ("IR") / Applications filed in a single application designating separate countries, through the Madrid Protocol process).

• **Thane International, Inc.**

	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
1	SLIM 'N LIFT	0954555	Australia: Protected as Australia TM 1230702. Vietnam: <i>Refused; response filed.</i>
2	H2O MOP	0954756	Australia: Protected as Australia TM 1230756. China: Refusal period has expired; protected as Reg. Nr. G954756. Germany: Protected (refusal period has expired). Japan: Protection granted. Vietnam: <i>Refused; response filed.</i> Mexico: Protection granted. EU: Protected (GOP process completed). Switzerland: Protected (refusal period has expired).
3	H2O VAC	0954757	Australia: Protected as Australia TM#1230757. China: Refusal period has expired; protected as Reg. Nr. G954757. U.K.: Protected as U.K. TM #M954757.
4	H2O V O (figurative)	0954973	Australia: Protected as Australia TM 1231536 China: Refusal period has expired; protected as Reg. Nr. G954973. U.K.: Protected as U.K. TM #M954973.
5	H2O M O (figurative)	0955126	Australia: Protected as Australia TM 1231571. Germany: Protected (refusal period has expired).
6	TOTAL VIBES	0958618	Australia: Protected as Australia TM 1237739. China: Protected (refusal period has expired). EU: Protected (GOP process completed). Germany: Protected (refusal period has expired). Japan: Protection granted. U.K.: Protected as U.K. TM #M958618.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
7	SLIM 'N LIFT SUPREME COMFORT (figurative)	0959293	Australia: Protected as Australia TM 1239040.
			EU: Protected (GOP process completed).
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			U.K.: Protected as U.K. TM #M959293.
8	H2O MOP ULTRA (figurative)	0960892	Australia: Protected as Australia TM 1241790.
			China: Ref. #200810727; protection granted following successful response to refusal; Reg. Nr. G960892.
			EU: Ref# 44446001; protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			U.K.: Protected as U.K. TM #M960892.
			<i>Vietnam: Refused; response filed.</i>
			Albania: Protected (refusal period has expired).
			Bosnia: Protection granted.
			Croatia: Protection granted.
			Macedonia: Protected (refusal period has expired).
			Moldova: Protection granted.
			Montenegro: Protected granted.
			Russia: Protection granted after initial refusal.
			Serbia: Protection granted.
Ukraine: Protection granted.			
Norway: Protection granted.			
9	SILHOUETTE SLIM 'N LIFT (figurative)	0961978	Australia: Protected as Australia TM 1243217.
			China: Refusal period has expired; protected as Reg. No. G961978.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted after overcoming opposition.
10	V H2O TURBO (figurative)	0962013	Australia: Protected as Australia TM #1243225.
			China: Refusal period has expired; protected as Reg. Nr. G962013.
			EU: Protected (GOP process completed).
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)	
11	TRUE COVER	0963787	Japan:	Protection granted.
12	THANE FITNESS	0964191	Japan:	Protection granted.
13	(Thane logo)	0970835	China:	Protected as Reg. Nr. G970835.
14	3 MINUTE LEGS	0985917	U.K.:	Protected as U.K. TM #M985917.
			Switzerland:	Protected (refusal period has expired).
15	FLAVORWAVE OVEN	0987308	Australia:	Protected as Australia TM 1279114.
			China:	Refusal period has expired; protected as Reg. Nr. G987308.
			EU:	Protected (GOP process completed).
			Germany:	Protected (GOP process completed).
			Japan:	Protection granted.
			U.K.:	Protected as U.K. TM #M987308.
			Vietnam:	Protected (refusal period has expired).
Norway:	Protection granted.			
16	3 MINUTE LEGS	0988180	Australia:	Protected as Australia TM 1280115.
			EU:	Protected (GOP process completed).
			Germany:	Protected (GOP process completed).
			Japan:	Protection granted.
17	FLAVORWAVE OVEN TURBO (figurative)	0988594	Australia:	Protected as Australia TM 1280894.
			EU:	Protected (GOP process completed).
			Germany:	Protected (refusal period has expired).
			Japan:	Protection granted.
			U.K.:	Protected as U.K. TM #988594.
			Vietnam:	Protected (refusal period has expired).
			Turkey:	Protection granted.
Norway:	Protection granted.			
18	3 MINUTE LEGS (figurative)	0995240	Australia:	Protected as Australia TM 1291273.
			EU:	Protected.
			Germany:	Protected (refusal period has expired).
			Japan:	Protection granted.
			U.K.:	Protected as U.K. TM #M995240.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
19	TRUE SLEEPER	0995757	China: Protected (refusal period has expired). South Korea: Protected granted.
20	AB DOER TWIST (figurative)	0996687	Australia: Protected as Australia TM 1293659. China: Protected granted, following initial refusal. EU: Protected (GOP completed). Germany: Protected (refusal period has expired). Japan: Protection granted, following initial refusal. U.K.: Protected as U.K. TM #M996687. Switzerland: Protected (refusal period has expired). So. Korea: Protection granted, following initial refusal. Norway: Protection granted.
21	H2O MOP ULTRA	1014421	Australia: Protected as Australia TM 1325892. China: Protected (refusal period has expired). EU: Protected (GOP process completed). Germany: Protected (refusal period has expired). Japan: Protection granted. Switzerland: Protected (refusal period has expired). U.K.: Protected as U.K. TM #M1014421. <i>Vietnam: Refused; response filed.</i> Albania: Protected (refusal period has expired). Bosnia: Protection granted. Croatia: Protected (GOP process completed). Macedonia: Protected (refusal period has expired). Montenegro: Protection granted. Serbia: Protection granted. Ukraine: Protection granted.
22	AB-DOER	1019038	Australia: Protected as Australia TM 1334432. Switzerland: Protected (refusal period has expired). U.K.: Protected as UK TM #M1019038. So. Korea: Refused; response filed; protection granted.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
23	DERMA SETA	1039242	Australia: Protected as Australia TM 1365954.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Switzerland: Protection granted.
			Turkey: Protected as Grant No. 2010/55217.
			U.K.: Protected as U.K. TM #M1039342.
			Albania: Protected (refusal period has expired).
			Bosnia: Protection granted.
			Croatia: Protected (GOP process completed).
			Macedonia: Protected (refusal period has expired).
			Moldova: Protected (GOP process completed).
			Montenegro: Protection granted.
			Serbia: Protection granted.
Ukraine: Protection granted.			
Norway: Protection granted.			

24	TOTAL FLEX	1045571	Australia: Protected as Australia TM 1378261.
			EU: Protected (GOP completed).
			Japan: Protection granted.
			Russia: Protected (GOP completed).
			Turkey: Protected as Grant No. 2010/58417.
			U.K.: Protected as U.K. TM #M1045571.
			Vietnam: <i>Refused; response filed.</i>

25	DERMA SETA (figurative)	1054140	Australia: Protected as Australia TM 1392241.
			EU: Protection granted.
			Germany: Protected as DE 85 099 821.
			Japan: Protection granted.
			Switzerland: Protection granted.
			Turkey: Protected as Grant No. 2010/74292.
			U.K.: Protected as U.K. TM #M1054140.
			Albania: Protected (refusal period has expired).
			Bosnia: Protection granted.
			Croatia: Protection granted.
			Macedonia: Protected (refusal period has expired).
			Moldova: Protection granted.
			Montenegro: Protection granted.
			Serbia: Protection granted.
Ukraine: Protection granted.			
Norway: Protection granted.			

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
26	SLIM 'N LIFT AIRE (figurative)	1059408	Australia: Protected as Australia TM 1401189.
			EU: Protection granted.
			Germany: Protected as DE 85 171 994.
			Japan: Protection granted.
			Russia: Protected (consent agreement finalized & entered).
			Switzerland: Protection granted.
			Turkey: Protected as Grant No. 2011/84792.
			U.K.: Protected as U.K. TM #M1059408.
Norway: Protected (consent agreement finalized & entered).			

27	H2O MOP X5 (figurative)	1063367	Australia: Protected as Australia TM 1405459.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected as DE 85 168 642.
			Japan: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as U.K. TM #M1063367.
			Norway: Protected.
			<i>Vietnam: Refused; response filed.</i>
			Albania: Protected (refusal period has expired).
			Bosnia: Protected (refusal period has expired).
			Croatia: Protected (refusal period has expired).
			Macedonia: Protected (refusal period has expired).
			Moldova: Protection granted.
Montenegro: Protected (refusal period has expired).			
Serbia: Protected (refusal period has expired).			
Ukraine: Protection granted.			

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
28	AGELESS WONDER	1079052	Australia: Protected as Australia TM 1419684.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected as DE 85 258 177.
			Japan: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protected as U.K. TM #M1070952.			
29	THUNDERSTICK	1074021	Australia: Protected as Australia TM 1423407.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected as DE 85 241 549.
			Japan: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protected as U.K. TM #M1074021.			
30	FLAVORSTONE	1074551	Australia: Protected as Australia TM 1424418.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected as DE 85 287 138.
			Japan: Protection granted.
			Norway: <i>Pending.</i>
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protected as U.K. TM #M1074551.			
31	ROCKIN' ABS	1076848	Australia: Protected as Australia TM 1429886.
			China: Protection granted.
			EU: Protected (opposition by 3rd party withdrawn)
			Germany: Protected (opposition by 3rd party withdrawn).
			Japan: Protection granted following initial refusal.
			Norway: Protection granted.
			Russia: Protected.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protected as U.K. TM #M1076848.			

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
32	TOTAL FLEX (figurative)	1082663	Australia: Protected as Australia TM 1437922.
			EU: Protection granted.
			Germany: Protected as DE 85 343 404.
			Japan: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as U.K. TM #M1082663.
Vietnam: Protected (refusal period has expired).			

	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
33	H2O X5	1096604	Australia: Protected as Australia TM 1461026.
			China: Protection granted.
			EU: Protected granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Mexico: Protection granted.
			Norway: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as UK TM #M1096604.
Vietnam: <i>Refused; response filed.</i>			

34	STEAM LAZER	1120928	Australia: Protected as Australia TM 1503177.
			EU: Protection granted.
			Switzerland: Protected (refusal period has expired).

35	RED FUSION	1126000	Australia: Protected as Australia TM 1512707.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protection granted.
			Turkey: Protection granted.
U.K.: Protected as U.K. TM #M1126000.			
Vietnam: Protection granted.			

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
36	SLIM 'N LIFT AIRE	1147337	EU: Protection granted.
			Mexico: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
U.K.: Protected as WO0000001147337.			
37	FLAVORCHEF	1149798	Australia: Protected as Australia TM 1544828.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protection granted.			
Vietnam: Protected (refusal period has expired).			
38	SLIM 'N LIFT CARESSE	1150921	Australia: Protected as Australia TM 1150921.
			EU: Protection granted.
			Japan: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as WO0000001150921.
<i>Vietnam: Refused; response filed.</i>			
39	SLIM 'N LIFT SHEER SECRET	1152347	Australia: Protected as Australia TM 1548673.
			China: Protection granted.
			EU: Protection granted.
			Japan: Protection granted.
			Norway: Protected.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as WO0000001152347.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
40	H2O SteamFX	1159899	Australia: Protected as Australia TM 1559980.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Mexico: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protected as WO0000001159899.

41	H2O	1162687	Australia: Protected as Australia TM 1563820
			Switzerland: Protection granted in 2 of 3 applied classes.
			U.K.: Protection granted.

42	VAC ATTACK	1170645*	Australia: Protected as Australia TM 1574666.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Cancelled for non-payment of registration fee; to be abandoned.
			Mexico: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
			U.K.: Protection granted.
Vietnam: Protection granted.			

*This IR will eventually be cancelled due the abandonment of the base U.S. application.

43	SLIM 'N LIFT INFUSED	1172091	Australia: Protected as Australia TM 1576074.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Mexico: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Switzerland: Protected (refusal period has expired).
			Turkey: Protection granted.
U.K.: Protection granted.			

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
44	FLAVORFULL	1183383*	Australia: Protected as Australia TM 1594084.
			China: Protection granted.
			EU: Protection granted.
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Mexico: Protection granted.
			Norway: Protection granted.
			Russia: Pending.
			Switzerland: Protected (refusal period has expired).
			Turkey: <i>Pending.</i>
			U.K.: Protection granted.
Vietnam: Protected (refusal period has expired).			
45	THANE (rebrand logo)	1202757	Australia: Protected as Australia TM 1622976.
			China: <i>Pending.</i>
			EU: Protection granted.
			Germany: Protection granted.
			Japan: <i>Pending.</i>
			Mexico: <i>Pending.</i>
			New Zealand: Protection granted.
			Norway: Protection granted.
			Russia: Protection granted.
			Turkey: Protection granted.
			U.K.: Protection granted.
Vietnam: Protected (refusal period has expired).			
46	AB COMMAND	IR 1226346	Australia: <i>Pending.</i>
			China: <i>Pending.</i>
			EU: <i>Pending.</i>
			Germany: Protected (refusal period has expired).
			Japan: Protection granted.
			Mexico: <i>Pending.</i>
			Russia: <i>Pending.</i>
			Switzerland: <i>Pending.</i>
			Turkey: <i>Pending.</i>
			U.K.: Protection granted.
			Vietnam: <i>Pending.</i>

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
47	IX2	1244811*	Australia: Protected as Australia TM 1690636.
			China: Pending.
			EU: Pending.
			Germany: Protected (refusal period has expired).
			Japan: Pending.
			Mexico: Pending
			Norway: Pending.
			Russia: Pending.
			Switzerland: Pending.
			Turkey: Pending.
			U.K.: Protection granted
Vietnam: Pending.			

*Protection under this IR, as shown above, is provisional at this time, as it is dependent on the U.S. application proceeding to registration within the first five years of the life of the IR.

48	ROBOPAL	1252601*	Australia: Pending.
			China: Pending.
			EU: Pending.
			Germany: Pending.
			Japan: Pending.
			Mexico: Pending
			Norway: Pending.
			Russia: Pending.
			Switzerland: Pending.
			Turkey: Pending.
U.K.: Protection granted.			

*Protection under this IR, as shown above, is provisional at this time, as it is dependent on the U.S. application proceeding to registration within the first five years of the life of the IR.

49	POWERX	1252993*	Australia: Protected as Australia TM 1702740.
			China: Pending.
			EU: Pending.
			Germany: Pending.
			Japan: Pending.
			Mexico: Pending
			Norway: Pending.
			Russia: Pending.
			Switzerland: Pending.
			Turkey: Pending.
U.K.: Protection granted.			

*Protection under this IR, as shown above, is provisional at this time, as it is dependent on the U.S. application proceeding to registration within the first five years of the life of the IR.

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	Mark	IR	Designated Countries & Status of Grant of Protection ("GOP" under IR)
50	H2O HD	A0052834	<i>Australia: Pending.</i>
			<i>China: Pending.</i>
			<i>EU: Pending.</i>
			<i>Germany: Pending.</i>
			<i>Japan: Pending.</i>
			<i>Mexico: Pending.</i>
			<i>Norway: Pending.</i>
			<i>Russia: Pending.</i>
			<i>Switzerland: Pending.</i>
			<i>Turkey: Pending.</i>
			<i>U.K.: Pending.</i>

DOMAIN NAME REGISTRATIONS HELD BY THANE INTERNATIONAL, INC. AS OF OCTOBER 9, 2015

DomainName	ExpirationDate
3MINLEGS.CA	9/1/2016
3MINLEGS.COM	12/25/2015
3MINUTELEGS.CA	10/28/2015
3MINUTELEGS.COM	10/28/2015
3MINUTES.CA	9/1/2016
3MINUTESLEG.CA	5/7/2016
3MINUTESLEG.COM	5/7/2016
3MINUTESLEGS.CA	5/7/2016
3MINUTESLEGS.COM	5/7/2016
3MLTOTALTRANSFORMATIONS.COM	05/19/2016
9MINUTEMARINATOR.COM	2/8/2016
ABDOER.ASIA	05/29/2016
ABDOER.CA	9/1/2016
ABDOER.COM	12/2/2016
ABDOER01.COM	11/11/2015
ABDOER02.COM	11/11/2015
ABDOER03.COM	11/11/2015
ABDOER04.COM	11/11/2015
ABDOER05.COM	11/11/2015
ABDOER06.COM	11/11/2015
ABDOER07.COM	11/11/2015
ABDOER08.COM	11/11/2015
ABDOER09.COM	11/11/2015
ABDOER10.COM	11/11/2015
ABDOER11.COM	11/11/2015
ABDOER12.COM	11/11/2015
ABDOER13.COM	11/11/2015
ABDOER14.COM	11/11/2015
ABDOER15.COM	11/11/2015
ABDOER16.COM	11/11/2015
ABDOERPRODUCTS.COM	07/26/2016
ABDOERTWIST.CA	9/1/2016
ABDOERTWIST.COM	12/25/2015
ABLIGHTNING.COM	9/5/2016
ABSHARK.COM	12/17/2015
ABTRONIC2.CA	9/1/2016
ABTRONIC2.COM	12/25/2015
ABTRONICX2.CA	9/1/2016
ABTRONICX2.COM	12/25/2015
BOBDELMONTIQUE.COM	01/16/2016
BODYBLASTCARDIO.CA	6/3/2016
BODYBLASTCARDIO.COM	6/3/2016
BODYVIBESONLINE.COM	01/30/2016
BUYABTRONIC.COM	3/7/2016
BUYBODYVIBES.COM	01/30/2016

BUYH20MOP.CA	08/25/2016
BUYH20MOP.COM	08/25/2016
BUYH20MOPULTRA.COM	3/7/2016
BUYH20MOP.CA	08/25/2016
BUYH20MOP.COM	08/25/2016
BUYH2OVAC.COM	2/9/2016
BUYSLIMANDLIFT.CA	07/24/2016
BUYSLIMANDLIFT.COM	07/24/2016
BUYSLIMNLIFT.CA	07/24/2016
BUYSLIMNLIFT.COM	3/7/2016
BUYSONICPEELER.COM	3/7/2016
CALIFORNIABEAUTY.COM	03/22/2016
CARDIOBODYBLAST.CA	6/3/2016
CARDIOBODYBLAST.COM	6/3/2016
CLEVERFABRICS.COM	6/10/2016
CONTACTBODYBLAST.CA	2/3/2016
CONTACTBODYBLAST.COM	2/3/2016
FLAVORWAVE.CA	06/27/2016
FLAVORWAVETURBO.CA	04/22/2016
FLAVORWAVETURBO.COM	04/22/2016
FLAVORWAVETURBOOVEN.COM	05/30/2016
FOREVERBOND.CA	12/8/2016
FOREVERBOND.COM	12/8/2016
GUITAROVERNIGHT.COM	03/22/2016
H20MOP.CA	07/23/2016
H20MOPSERVICE.CA	07/31/2016
H20MOPULTRA.COM	3/7/2016
H20TURBO.COM	10/22/2015
H20TURBOVAC.COM	2/1/2016
H20ULTRA.CA	07/23/2016
H20ULTRA.COM	07/23/2016
H20VAC.CA	07/23/2016
H20VACTURBO.CA	07/23/2016
H20VACTURBO.COM	10/22/2015
H20MOP.CA	10/18/2015
H20MOPSERVICE.CA	05/14/2016
H20MOPSERVICE.COM	05/14/2016
H20MOPULTRA.CA	07/23/2016
H20MOPULTRA.COM	07/23/2016
H20TURBO.COM	2/1/2016
H20TURBOVAC.CA	10/21/2015
H20ULTRA.CA	07/23/2016
H20VAC.CA	05/31/2016
H20VAC.COM	05/31/2016
H20VACTURBO.CA	07/23/2016
H20VACTURBO.COM	3/1/2016
HANGWELLS.CA	07/14/2016

HANGWELLS.COM	07/14/2016
HAPPYCHOP.CA	07/22/2016
HAPPYCHOP.COM	04/15/2016
JUMPSNAP.CA	6/10/2016
KLEARACTION.COM	4/9/2016
KLEARACTIV.CA	2/4/2016
KLEARACTIV.COM	2/4/2016
LEGSXPRESS.CA	10/28/2015
LEGSXPRESS.COM	10/28/2015
LIGHTNINGABS.COM	9/5/2016
MEDIALATINOSOURCE.COM	05/30/2016
MICROGYM.CA	7/6/2016
MICROGYM.COM	09/26/2016
MINUTELEGS.CA	9/1/2016
MINUTELEGS.COM	12/25/2015
MINUTEMARINATOR.CA	05/20/2016
MRTOVEN.CA	07/30/2016
NEWBODYVIBES.COM	01/30/2016
ORBITREK.CA	01/14/2016
ORBITREK.COM	6/3/2016
ORBITREKELITE.CA	3/8/2016
ORBITREKELITE.COM	2/8/2016
ORBITREKTESTIMONIALS.COM	04/22/2016
PANLATINO.COM	4/3/2016
PERFECTDOG.CA	1/4/2016
QGRILL.COM	03/14/2016
ROLLERGLIDE.CA	12/27/2015
ROLLERGLIDER.CA	12/14/2015
RUSHITNOW.COM	02/14/2016
SLIMANDLIFT.CA	07/23/2016
SLIMANDLIFTSUPREME.CA	07/23/2016
SLIMNLIFT.CA	07/23/2016
SONICPEELER.CA	12/19/2015
SSG2.CA	10/16/2015
STEAMSTYLER.CA	06/13/2016
STEAMSTYLER.COM	06/13/2016
SUDDEN-GLOW.COM	03/31/2016
SUDDENGLOW.CA	03/31/2016
SUDDENLIFT.COM	9/7/2016
SUPREMESHAPER.CA	12/10/2015
TEVEBESTSELLERS.COM	2/1/2016
THANE-SHOPPING.COM	10/11/2015
THANE.CA	3/12/2015
THANE.COM	8/1/2016
THANE1.COM	03/30/2016
THANE10.COM	03/30/2016
THANE11.COM	03/30/2016

THANE12.COM	03/30/2016
THANE13.COM	03/30/2016
THANE14.COM	03/30/2016
THANE15.COM	03/30/2016
THANE16.COM	03/30/2016
THANE17.COM	07/30/2016
THANE18.COM	07/30/2016
THANE19.COM	07/30/2016
THANE2.COM	03/30/2016
THANE20.COM	07/30/2016
THANE21.COM	07/30/2016
THANE22.COM	07/30/2016
THANE23.COM	07/30/2016
THANE24.COM	07/30/2016
THANE25.COM	07/30/2016
THANE26.COM	07/30/2016
THANE27.COM	07/30/2016
THANE28.COM	07/30/2016
THANE29.COM	07/30/2016
THANE3.COM	03/30/2016
THANE30.COM	07/30/2016
THANE31.COM	07/30/2016
THANE32.COM	07/30/2016
THANE33.COM	07/30/2016
THANE34.COM	07/30/2016
THANE35.COM	07/30/2016
THANE36.COM	07/30/2016
THANE37.COM	07/30/2016
THANE38.COM	07/30/2016
THANE39.COM	07/30/2016
THANE4.COM	03/30/2016
THANE40.COM	07/30/2016
THANE41.COM	07/30/2016
THANE42.COM	07/30/2016
THANE43.COM	07/30/2016
THANE44.COM	07/30/2016
THANE45.COM	07/30/2016
THANE46.COM	07/30/2016
THANE47.COM	07/30/2016
THANE48.COM	07/30/2016
THANE49.COM	07/30/2016
THANE5.COM	03/30/2016
THANE50.COM	07/30/2016
THANE51.COM	07/30/2016
THANE52.COM	07/30/2016
THANE53.COM	07/30/2016
THANE54.COM	07/30/2016

THANE55.COM	07/30/2016
THANE56.COM	07/30/2016
THANE57.COM	07/30/2016
THANE58.COM	07/30/2016
THANE59.COM	07/30/2016
THANE6.COM	03/30/2016
THANE60.COM	07/30/2016
THANE61.COM	07/30/2016
THANE62.COM	07/30/2016
THANE63.COM	07/30/2016
THANE64.COM	07/30/2016
THANE65.COM	2/8/2016
THANE66.COM	1/8/2016
THANE67.COM	1/8/2016
THANE68.COM	1/8/2016
THANE69.COM	1/8/2016
THANE7.COM	03/30/2016
THANE70.COM	1/8/2016
THANE71.COM	8/1/2016
THANE72.COM	8/1/2016
THANE73.COM	8/1/2016
THANE74.COM	8/1/2016
THANE75.COM	8/1/2016
THANE76.COM	8/1/2016
THANE77.COM	8/1/2016
THANE78.COM	8/1/2016
THANE79.COM	8/1/2016
THANE8.COM	03/30/2016
THANE80.COM	8/1/2016
THANE81.COM	8/1/2016
THANE82.COM	8/1/2016
THANE83.COM	8/1/2016
THANE84.COM	8/1/2016
THANE85.COM	8/1/2016
THANE86.COM	8/1/2016
THANE87.COM	8/1/2016
THANE88.COM	8/1/2016
THANE89.COM	8/1/2016
THANE9.COM	03/30/2016
THANE90.COM	8/1/2016
THANE91.COM	8/1/2016
THANE92.COM	8/1/2016
THANE93.COM	8/1/2016
THANE94.COM	8/1/2016
THANE95.COM	8/1/2016
THANE96.COM	8/1/2016
THANE97.COM	8/1/2016

THANE98.COM	8/1/2016
THANE99.COM	8/1/2016
THANEDIRECT.BIZ	01/22/2016
THANEDIRECT.CA	5/12/2015
THANEDIRECT.COM	09/30/2016
THANEESPANOL.COM	7/5/2016
THANEHEALTH.COM	4/2/2016
THANEINTERNATIONAL.COM	03/22/2016
THANEWARRANTY.CA	7/4/2016
THEPERFECTDOG.CA	1/4/2016
TOTALVIBE.CA	07/23/2016
TOTALVIBES.CA	11/3/2016
TRUECOVER.CA	04/26/2016
TRUESLEEPER.CA	09/13/2016
TVINSWORKS.COM	10/5/2016
VACQUA.COM	03/17/2016
WHITENINGLIGHT.COM	08/20/2016
3MINUTELEGS.IT	09/13/2016
3MINUTELEGS.NL	10/6/2016
ABCURLDIRECT.COM	1/10/2016
ABDOERTWIST.IT	09/13/2016
ABDOERTWIST.NL	10/6/2016
ACHATDIRECT.TV	9/6/2016
AIRBRA.CA	11/7/2016
AIREBRA.CA	11/7/2016
AIREBRA.COM	6/7/2016
BUYABCURL.COM	1/10/2016
BUYABSNOW.CA	04/29/2016
BUYABSNOW.CO.UK	04/29/2018
BUYABSNOW.COM	04/29/2016
BUYAIRBRA.COM	6/7/2016
BUYAIREBRA.COM	6/7/2016
BUYBOUNCE.CA	9/2/2016
BUYFLAVORSTICK.COM	02/23/2016
BUYFLAVORWAVE.COM	7/10/2016
BUYGOGONAILS.CA	10/25/2015
BUYGOGONAILS.COM	10/15/2015
BUYLASHER.CA	03/21/2016
BUYROCKINABS.CA	11/22/2015
BUYROCKINABS.COM	11/22/2015
BUYROCKINGABS.CA	11/22/2015
BUYROCKINGABS.COM	11/22/2015
BUYSONA.COM	02/17/2016
BUYSONAPILLOW.CA	04/26/2016
BUYSONAPILLOW.CO.UK	04/26/2017
BUYSTEAMZONE.COM	11/10/2015
BUYSTEELABS.COM	04/29/2016

BUYSTICKTILES.COM	12/15/2015
BUYSTIKTILE.COM	12/15/2015
BUYSWIVELSWEEPER.CO.UK	5/5/2016
BUYTOTALFLEX.COM	02/17/2016
DERMASET.CA	12/2/2016
DERMASET.CO.UK	12/2/2017
DERMASET.COM	12/2/2016
DERMASETA.CA	10/2/2016
DERMASETA.CO.UK	10/2/2017
DERMASETA.COM	10/2/2016
DERMASETA.IT	09/13/2016
DERMASOFT.COM.BR	07/14/2016
DIRECTSHOPPING.TV	9/6/2016
FLAVORSTONE.COM	08/17/2016
FLAVORWAVECOOKING.COM	11/17/2015
FLAVORWAVEEXPRESS.CA	11/22/2015
FLAVORWAVEEXPRESS.COM	10/20/2015
FLAVOURSTICK.CA	1/12/2015
FLAVOURSTICK.CO.UK	1/12/2016
FLAVOURSTICK.COM	1/12/2015
FLAVOURWAVEEXPRESS.CA	10/20/2015
FLAVOURWAVEEXPRESS.CO.UK	10/20/2016
FOREVERBACK.CA	05/13/2016
GASLOOP.COM	6/6/2016
GETABCURL.COM	1/10/2016
GETBACK2LIFE.CO.UK	04/15/2017
GETFLAVORWAVE.COM	10/20/2015
GETROCKINABS.CA	11/22/2015
GETROCKINABS.COM	11/22/2015
GETROCKINGABS.CA	11/22/2015
GETROCKINGABS.COM	11/22/2015
GETSONAPILLOW.CA	04/26/2016
GETSONAPILLOW.CO.UK	04/26/2017
GETSONAPILLOW.COM	04/26/2016
GETSTEAMZONE.COM	11/10/2015
GETSTEELABSNOW.COM	03/20/2016
GETSWIVELSWEEPER.CO.UK	5/5/2016
GETTOBI.CA	07/14/2016
GETTOBI.COM	06/25/2016
GETTOTALFELX.COM	10/27/2015
GOGOSLIPPERS.CA	11/18/2015
GOGOSLIPPERS.COM	07/13/2016
H20MOP.IT	09/13/2016
H20X5.COM	6/10/2016
H20X5STEAM.COM	6/10/2016
H20MOPX5.CA	11/16/2015
H20MOPX5.COM	11/16/2015

H2OTURBOVAC.COM	10/21/2015
H2OX5STEAM.COM	6/10/2016
KLEAR-ACTION.COM	02/26/2016
KLEARACTIV.TV	2/4/2016
MARIWINDSOR.CA	03/17/2016
MARIWINSOR.CA	03/17/2016
MARYWINDSOR.CA	03/17/2016
MARYWINSOR.CA	03/17/2016
MEJORCOMPRA.TV	11/10/2015
MICROGYM.TV	7/6/2016
MIGHTYFLEX.CA	7/1/2016
MIGHTYFLEX.CO.UK	7/1/2016
MIGHTYFLEX.COM	7/1/2016
MINUTEMARINATOR.COM	05/20/2016
MOPX5.CA	11/16/2015
MOPX5.COM	11/16/2015
OFFICIALBODYVIBES.COM	01/30/2016
OVERNIGHTMUSIC.COM	8/1/2016
PANLATINO.TV	4/3/2016
ROCKINABSDIRECT.CA	11/22/2015
ROCKINABSDIRECT.COM	11/22/2015
ROCKINABSPARTS.CA	11/22/2015
ROCKINABSPARTS.COM	11/22/2015
ROCKINABSPRODUCT.CA	11/22/2015
ROCKINABSPRODUCT.COM	11/22/2015
ROCKINABSSERVICE.CA	11/22/2015
ROCKINABSSERVICE.COM	11/22/2015
ROCKINABSWORKOUT.CA	11/22/2015
ROCKINABSWORKOUT.COM	11/22/2015
ROCKINGABSDIRECT.CA	11/22/2015
ROCKINGABSDIRECT.COM	11/22/2015
ROLLERGLIDE.TV	12/27/2015
ROLLERGLIDER.TV	12/14/2015
SALADCHEF.CA	03/19/2016
SHOPPINGONTV.COM	12/8/2016
SLIMANDLIFTAIR.COM	07/27/2016
SLIMANDLIFTAIRE.COM	07/27/2016
SLIMNLIFTAIR.COM	07/27/2016
SLIMNLIFTAIRE.CA	07/29/2016
SLIMNLIFTAIRE.COM	07/27/2016
SLIMPILATES.CA	03/17/2016
SOLAMENTENTV.COM	05/30/2016
SOLEKEEPER.CA	8/1/2016
SOLEKEEPER.CO.UK	8/1/2016
SOLEKEEPERS.CA	8/1/2016
SOLEKEEPERS.CO.UK	8/1/2016
SOLEKEEPERS.COM	8/1/2016

SONAPILLOW.CA	9/5/2016
SONICPEELER.COM	12/19/2015
STEELABS.CA	04/28/2016
STEELABS.CO.UK	04/29/2018
STEELABSMACHINE.COM	03/20/2016
STEELABSREVIEWS.COM	10/3/2016
STEELABSWORKOUTS.COM	03/20/2016
STICKTILES.CA	12/15/2015
STICKTILES.CO.UK	12/15/2016
STIKTILE.CA	12/15/2015
STIKTILE.CO.UK	12/15/2016
STIKTILE.COM	12/15/2015
SUDDENGLOW.COM	03/31/2016
SUPREMESHAPER.COM	12/10/2015
SWIVELSWEEPERG2.IT	09/13/2016
TEVEGALLERY.COM	12/20/2015
THANE-AUSTRIA.AT	3/10/2016
THANE-BELGIQUE.COM	04/16/2016
THANE-DEUTSCHLAND.DE	08/17/2016
THANE-DIRECT.COM	05/13/2016
THANE-ESPANA.COM	04/14/2016
THANE-EUROPE.COM	04/14/2016
THANE-FITNESS.COM	10/11/2015
THANE-FRANCE.COM	04/14/2016
THANE-HOUSEWARES.COM	10/11/2015
THANE-INTERNATIONAL.COM	10/11/2015
THANE-ITALIA.COM	04/14/2016
THANE-OESTERREICH.AT	08/17/2016
THANE201.COM	11/12/2015
THANE202.COM	11/12/2015
THANE203.COM	11/12/2015
THANE204.COM	11/12/2015
THANE205.COM	11/12/2015
THANE206.COM	11/12/2015
THANE207.COM	11/12/2015
THANE208.COM	11/12/2015
THANE209.COM	11/12/2015
THANE210.COM	11/12/2015
THANE211.COM	11/12/2015
THANE212.COM	11/12/2015
THANE213.COM	11/12/2015
THANE214.COM	11/12/2015
THANE215.COM	11/12/2015
THANE216.COM	11/12/2015
THANE217.COM	11/12/2015
THANE218.COM	11/12/2015
THANE219.COM	11/12/2015

TOBISTEAMER.CA	11/27/2015
TOBIWAND.CA	08/20/2016
TOBIWAND.COM	07/30/2016
TOTALFLEX.CA	7/1/2016
TOTALFLEX.CO.UK	7/1/2016
TOTALFLEXDIRECT.COM	10/27/2015
TOTALFLEXGYM.COM	10/27/2015
TOTALFLEXHOMEGYM.COM	10/27/2015
TOTALVIBES.COM	11/3/2016
TREND-PRO.TV	1/11/2015
TRENDPRO.TV	1/11/2015
TRIMFLEXBODY.COM	6/10/2016
TRUE-COVER.COM	04/26/2016
TRUE-SLEEPER.COM	11/15/2015
TRUEBACK.CA	05/25/2016
TRUESLUMBER.COM	7/3/2016
TRYBOUNCE.CA	9/2/2016
TVAIRBRA.COM	6/7/2016
TVAIREBRA.COM	6/7/2016
TVINS.COM	11/21/2015
TVSHOPUSA.COM	11/22/2015
ULTIMATECRUNCH.CA	6/1/2016
VACQUA.TV	03/17/2016
VENTASPORTV.COM	05/18/2016
WINDSORSLIM.CA	03/17/2016
WINSORPILATES.CA	03/15/2016
WINSORSLIM.CA	03/16/2016
X5MOP.CA	11/16/2015
X5MOP.COM	11/16/2015
X5STEAM.COM	6/10/2016
X5STEAMER.COM	6/10/2016
YOUTHCOCKTAIL.COM	03/22/2016
ABCOMMAND.CA	9/1/2016
ABCOMMAND.COM	2/1/2016
ABCOMMAND.MX	01/29/2016
ABCOMMAND.TV	8/4/2016
ABCOMMANDIX2.CA	9/1/2016
ABCOMMANDIX2.COM	9/1/2016
ABDOER.TV	8/5/2016
ABTRONIC.CA	9/1/2016
AGELESSWONDER.CA	2/12/2015
BACKBUBBLE.CA	03/23/2016
BAMBOOPILLOW.TV	8/4/2016
BOUTIQUEDEALS.TV	06/19/2016
BULLWORKER.CA	8/10/2015
BUYABCOMMAND.MX	01/29/2016
BUYAGELESSWONDER.COM	2/12/2015

BUYBACKBUBBLE.CA	03/24/2016
BUYBAMBOOPILLOW.CA	12/15/2015
BUYCARESSE.COM	03/19/2016
BUYCOPERX.COM	9/3/2016
BUYCOPPERX.CA	12/8/2016
BUYCOPPERX.COM	9/3/2016
BUYCURLSECRET.CA	08/30/2016
BUYFLAVORCHEF.COM	11/28/2015
BUYFLAVORFRESH.COM	07/22/2016
BUYFLAVORFRESHEXPRESS.COM	03/19/2016
BUYFLAVORFUL.COM	5/3/2016
BUYFLAVORFULL.COM	6/12/2015
BUYFLAVORGOURMET.COM	04/30/2016
BUYFLAVORMASTER.COM	10/22/2015
BUYFLAVORSTONE.COM	10/26/2015
BUYFUSIONGRILL.COM	2/4/2016
BUYH2OX5.CA	10/13/2015
BUYH2OX5.COM	10/13/2015
BUYINFUSED.CA	8/10/2015
BUYINFUSED.COM	11/13/2015
BUYINFUSIONGRILL.COM	04/17/2016
BUYMAKEMEBEAUTIFUL.COM	10/1/2016
BUYMAXIMIZER.CA	4/3/2016
BUYMOPHD.CA	8/10/2015
BUYMOPHD.COM	10/22/2015
BUYNANOGYM.CA	11/9/2016
BUYNANOGYM.COM	05/24/2016
BUYORBITREKX2.COM	01/27/2016
BUYPERFECTDOG.COM	09/16/2016
BUYPOWERX.CA	8/10/2015
BUYREDFUSION.COM	03/13/2016
BUYSMOOTHIEMAKER.CA	12/3/2016
BUYSTEAMFX.CA	04/23/2016
BUYSTEAMFX.COM	04/15/2016
BUYSTEAMLASER.COM	10/24/2015
BUYSTEAMLAZER.COM	10/24/2015
BUYSTEELABS.CA	11/11/2015
BUYSTREETSTRIDER.CA	03/25/2016
BUYSVELTE.CA	11/11/2015
BUYTHUNDERSTICK.CA	10/27/2015
BUYTHUNDERSTICK.COM	10/11/2015
BUYTOBI.COM	01/16/2016
BUYTOUCHOFGLAM.COM	11/26/2015
BUYTRUECOVER.COM	09/19/2016
BUYURBANSECRET.COM	07/30/2016
BUYVACATTACK.COM	10/26/2015
BUYWONDERCORE.CA	04/14/2016

BUYX5MOP.COM	9/7/2016
BUYX5PLUS.COM	11/13/2015
BUYX5VAC.COM	03/17/2016
CARESSE-SHAPEWEAR.COM	11/29/2015
CARESSEJEANS.CA	3/7/2016
CARESSESHAPEWEAR.COM	11/29/2015
CAROLBURNETT.CA	10/19/2015
COPPERXCOMPRESSIONWEAR.COM	9/3/2016
COPPERXDIRECT.COM	08/18/2016
DAMPFMOP.TV	07/20/2016
DOGTRAININGPLEDGESPECIAL.COM	09/17/2016
ELITEMOP.TV	08/29/2016
EMBRACE-BRA.COM	11/29/2015
FLAVORCHEF.CA	11/2/2016
FLAVORCHEFCOOKING.COM	11/28/2015
FLAVORCHEFCOOKS.COM	11/28/2015
FLAVORCHEFRECIPIES.COM	11/28/2015
FLAVORFRESHEXPRESS.COM	03/19/2016
FLAVORFULL.CA	01/23/2016
FLAVORMASTER.CA	8/10/2015
FLAVORMASTER.TV	8/4/2016
FLAVORQUIK.CA	06/26/2016
FLAVORSTONE.CA	10/27/2015
FLAVORSTONERED.CA	8/10/2015
FLAVOURCHEF.CA	11/2/2016
FLAVOURMASTER.TV	8/4/2020
FREEPADSFORLIFE.COM	08/31/2016
GETABCOMMAND.COM	8/4/2016
GETAIRFLOW.CA	12/8/2016
GETBODYSHRED.CA	12/8/2016
GETCOPPERX.COM	9/3/2016
GETFLAVORCHEF.COM	11/28/2015
GETFLAVORFRESH.COM	07/22/2016
GETFLAVORFRESHEXPRESS.COM	03/19/2016
GETFLAVORGOURMET.COM	04/30/2016
GETFLAVORSTONE.COM	10/26/2015
GETFUSIONGRILL.COM	2/4/2016
GETH2OX5.CA	10/13/2015
GETH2OX5.COM	10/13/2015
GETINFUSIONGRILL.COM	04/17/2016
GETNANOGYM.COM	05/24/2016
GETORBITREKX2.COM	01/27/2016
GETPERFECTDOG.COM	09/16/2016
GETSTEAMFX.COM	04/15/2016
GETSTEAMLASER.COM	10/24/2015
GETSTEAMLAZER.COM	10/24/2015
GETTHUNDERSTICK.CA	10/27/2015

GETTHUNDERSTICK.COM	10/11/2015
GETTRUECOVER.COM	09/19/2016
GETTVBRACE.COM	6/5/2016
GETURBANSECRET.COM	07/30/2016
GETVACATTACK.COM	10/26/2015
GETX5VAC.COM	03/17/2016
H20MOPX5.CA	5/9/2016
H20X5.CA	5/9/2016
H20MOPSPRINGCLEAN.COM	10/4/2016
H20MOPX5.CO.UK	04/17/2017
H2OX5.CA	10/13/2015
H2OX5MOP.COM	9/7/2016
HDMOP.TV	8/4/2016
HYDROMOUSSE.FR	09/24/2016
JILLIANBODYREVOLUTION.CA	2/5/2016
LIVEASUPERLIFE.COM	6/12/2015
MEJORCOMPRATV.COM	12/25/2017
minimaxcharger.ca	09/18/2016
minimaxchargers.ca	09/18/2016
MOPX5PLUS.COM	11/13/2015
MYABCOMMAND.COM	09/24/2016
MYSMARTDIFFERENCE.COM	1/10/2016
NICERDICER.CA	11/9/2016
ORBITREKX2.CA	01/31/2016
ORBITREKX2.COM	01/27/2016
PERFECTCOLAR.COM	10/1/2016
PERFECTDOGCOLAR.COM	10/1/2016
PERFECTDOGCOLLAR.COM	10/1/2016
PERFECTDOGDIRECT.COM	01/23/2016
POWERX.TV	8/4/2016
PRESSUREPRO.TV	8/4/2016
REDFUSION.CA	03/13/2016
ROCKINABS.CA	8/10/2015
SAVEX5MOP.COM	11/7/2016
SEASONAIRE.CA	11/14/2015
SHEER-SECRET.COM	11/29/2015
SHOPTHANE.CA	4/2/2016
SHOPTHANE.CO.UK	4/2/2016
SHOPTHANE.DE	4/2/2016
SHOPTHANE.TV	4/2/2016
SLIMANDLIFTCARESSE.COM	11/28/2015
SLIMANDLIFTEMBRACE.COM	11/28/2015
SLIMANDLIFTSHEERSECRET.COM	11/28/2015
SLIMMINGJEANS.CA	8/12/2015
SNLJEANS.COM	12/19/2015
STEAM-ZONE.COM	11/10/2015
STEAMINGZONE.COM	11/10/2015

STEAMLASER.CA	10/24/2015
STEAMLASER.COM	10/24/2015
STEAMLAZER.CA	10/24/2015
STEAMLAZER.COM	10/24/2015
STEINPFANNE.TV	03/26/2016
SWIVELSWEEPERMAX.CA	4/12/2015
TAPOUTXT.CA	09/18/2016
TAPOUTXT.CO.UK	09/18/2016
TAPOUTXT.DE	09/17/2016
TAPOUTXT.MX	09/18/2016
TBMSWS.COM	8/2/2016
TELESHOPPING-CLUB.TV	4/7/2016
THANE.FR	9/4/2016
THANEMEDIA.COM	10/20/2015
THANERETAIL.CA	11/20/2016
THANETVILIGHT.COM	2/12/2015
THEDIRTDRONE.COM	07/24/2016
THEFLAVORSTONE.COM	10/26/2015
THEH2OX5.CA	10/13/2015
THEH2OX5.COM	10/13/2015
THEPERFECTCOLAR.COM	10/1/2016
THEPERFECTDOGCOLLAR.COM	10/1/2016
THEROBOPAL.COM	12/8/2016
THESTEAMLASER.COM	10/24/2015
THESTEAMLAZER.COM	10/24/2015
THESTEAMZONE.COM	11/10/2015
THETHUNDERSTICK.COM	2/10/2016
THEULTIMATEJUICER.COM	10/6/2016
THEX5MOP.COM	09/24/2016
THUNDERSTICKNOW.COM	10/11/2015
TOTALFLEX.TV	5/10/2016
TOUCHOFGLAM.CA	12/15/2015
TOUCHOFGLAM.COM	11/12/2015
TRACYANDERSONMETHOD.CA	4/6/2016
TRAINYOURDOGPLEDGESPECIAL.COM	09/17/2016
TRAINYOURDOGSHOW.COM	09/17/2016
TRAINYOURDOGSPECIAL.COM	09/17/2016
TRENDPRO-OUTLET.TV	11/29/2015
TRYABCOMMAND.COM	8/4/2016
TRYAGELESSWONDER.COM	2/12/2015
TRYCARESSE.CA	4/12/2015
TRYCARESSE.COM	03/19/2016
TRYPOLPERX.COM	08/18/2016
TRYFLAVORCHEF.COM	01/31/2016
TRYFLAVORFULL.COM	6/12/2015
TRYFLAVORGOURMET.COM	04/30/2016
TRYMAKEMEBEAUTIFUL.COM	10/1/2016

TRYNANOGYM.COM	08/28/2016
TRYTEAMFX.COM	04/15/2016
TRYTRUECOVER.COM	09/19/2016
TVBACKBRACE.COM	6/5/2016
TVBRACE.COM	6/5/2016
TWISTHEADPHONES.COM	10/23/2015
TXBUDDY.COM	3/6/2016
TYDPLEDGESPECIAL.COM	09/17/2016
URBAN-SECRET.CA	07/30/2016
URBAN-SECRET.COM	07/30/2016
urbanrebounder.ca	8/7/2016
VACATTACKNOW.COM	10/26/2015
VERIPAIN.TV	3/9/2016
WASCHBRETT.TV	02/20/2016
WONDERCORE.TV	8/4/2016
X5MOP.CO.UK	04/17/2017
X5MOP.TV	04/17/2016
X5PLUS.CA	10/29/2015
X5VAC.CA	04/22/2016
X5VAC.COM	03/17/2016
YOURROBOPAL.COM	12/8/2016

Domain Name	Registered Date	Renewal Date
3minlegs.co.uk	25/12/2008	25/12/2016
3minutelegs.co.uk	28/10/2008	28/10/2016
3minutesleg.co.uk	05/07/2009	05/07/2017
3minuteslegs.co.uk	05/07/2009	05/07/2017
9minutemarinator.co.uk	03/08/2006	03/08/2016
abcommand.dk	30/01/2015	30/01/2016
abcommand.no	30/01/2015	30/01/2016
abcommand.se	29/01/2015	29/01/2016
abcommand.uk	29/01/2015	29/01/2016
abdoertwist.co.uk	25/12/2008	25/12/2016
abdoer-twist.co.uk	14/04/2011	14/04/2017
ablighning.co.uk	11/05/2007	11/05/2017
abtronic2.co.uk	25/12/2008	25/12/2016
abtronicx2.co.uk	25/12/2008	25/12/2016
flavorwaveturbo.co.uk	22/04/2008	22/04/2016
h2omop.co.uk	21/10/2007	21/10/2017
h2oturbovac.co.uk	22/10/2007	22/10/2017
h2ovac.co.uk	31/05/2005	31/05/2017
klearactiv.co.uk	03/04/2004	03/04/2016
legsexpress.co.uk	28/10/2008	28/10/2016
lightningabs.co.uk	11/05/2007	11/05/2017
minutelegs.co.uk	25/12/2008	25/12/2016
orbitrekelite.co.uk	03/08/2006	03/08/2016
qvcsweden.se	22/02/2013	22/02/2016
rollerglide.co.uk	28/12/2006	28/12/2016
rollerglider.co.uk	14/12/2006	14/12/2016
sonicpeeler.co.uk	20/12/2006	20/12/2016
steamstyler.co.uk	13/06/2006	13/06/2016
stiktiles.co.uk	19/09/2013	19/09/2017
suddenglow.co.uk	31/03/2006	31/03/2016
swivelsweeper.nl	08/06/2010	08/06/2016
tevegallery.be	20/12/2007	20/12/2015
tevegallery.eu	07/07/2011	07/07/2016
tevegallery.fr	31/12/2007	21/01/2016
thane.de	06/10/2010	06/10/2016
thanedirect.co.uk	06/12/2001	06/12/2015
thanedirect.eu	23/01/2013	23/01/2016
thanenewsletter.co.uk	22/09/2009	22/09/2017
thane-schweiz.ch	19/08/2011	19/08/2016
thepfectdog.co.uk	01/04/2008	01/04/2016
totalvibes.co.uk	12/03/2008	12/03/2016
truecover.co.uk	26/04/2006	26/04/2016
truesleeper.co.uk	31/10/2002	31/10/2016

Domain Name

thane.tv

tvins.se

tvins.dk

abcommand.fi

danoz.com.au

danozdirect.com.au

danoz.co.nz

danozdirect.co.nz

abcommand.com.au

abcommand.co.nz

thanedirect.ie

EXHIBIT A
FORM OF BILL OF SALE AND ASSIGNMENT
[SECTION 1.1.13]

BILL OF SALE AND

ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, Richter Advisory Group Inc., solely in its capacity as Court Appointed Receiver of [insert name of applicable Debtor], (the “Seller”), has entered into an Offer to Purchase, dated [●] with [insert name of applicable Buyer] (the “Buyer”) and affiliates of Buyer (the “Offer to Purchase”); and

WHEREAS, the Offer to Purchase contemplates that the Seller and Buyer will execute a bill of sale and assignment in the form of this Bill of Sale and Assignment and Assumption Agreement with respect to Assets listed on Exhibit A attached hereto;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Offer to Purchase;

NOW, THEREFORE, in consideration of the sale of the Assets and in accordance with the terms of the Offer to Purchase and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms of the Offer to Purchase, the Seller does hereby sell, transfer, assign and deliver to Buyer, its successors and assigns, forever, all of the right, title and interest of Seller in, to and under the Assets, including without limitation the Assets listed on Schedule A.
2. Subject to the terms of the Offer to Purchase, the Buyer does hereby assume and agree to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities that are liabilities and obligations of the Seller.
3. For certainty, the Assets sold, transferred, assigned and delivered under this Bill of Sale and Assignment and Assumption Agreement are so sold, transferred, assigned and delivered on an “as is, where is” basis. Neither party makes any representations, warranties, or conditions to the other party, whether express, implied, statutory or otherwise, regarding any matter, including without limitation any implied warranties or

conditions of merchantable quality and fitness for a particular purpose and the provisions of Section 2.4 of the Offer to Purchase shall apply *mutatis mutandis*.

4. This Bill of Sale and Assignment and Assumption Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

5. The Buyer acknowledges that the persons signing this Bill of Sale and Assignment and Assumption Agreement on behalf of the Seller is acting solely in his/her capacity as an authorized signatory of the Seller, and the Seller is acting solely in its capacity as court appointed Receiver of the Debtor, and such persons and the Seller shall have no personal or corporate liability of any kind, whether in contract, in tort or otherwise.

6. This Bill of Sale and Assignment and Assumption Agreement may be executed and delivered by the parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. To evidence the fact that a party has executed this Agreement, such party may send a copy of its executed counterpart to the other party by Electronic Transmission and, if sent by email, in Portable Document File (PDF) format. That Party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

IN WITNESS WHEREOF, each of the parties has executed this Bill of Sale and Assignment and Assumption Agreement as of _____.

**RICHTER ADVISORY GROUP INC., solely in its capacity as COURT APPOINTED RECEIVER OF [INSERT NAME OF APPLICABLE DEBTOR], and not in its personal capacity
Seller**

By: _____

[insert name of Buyer]
Buyer

By: _____

EXHIBIT A

EXHIBIT B
FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
[SECTION 1.1.35]

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Richter Advisory Group Inc., solely in its capacity as Court Appointed Receiver of [insert name of applicable IP owner], (the “Assignor”), has entered into an Offer to Purchase, dated [●] with [UK Thane IP Co.] (the “Assignee”) and affiliates of Assignee (the “Offer to Purchase”); and

WHEREAS, the Offer to Purchase contemplates that the Assignor and Assignee will execute an assignment of intellectual property in the form of this Intellectual Property Assignment with respect to all Intellectual Property of the Assignor listed on Exhibit A attached hereto (“IP”);

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Offer to Purchase;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms of the Offer to Purchase, the Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the IP, including, without limitation, any registration therefor as set forth on Exhibit A; all of Assignor’s goodwill, if any, associated with the IP; and all of Assignor’s rights, if any, to sue for or make claims with respect to any past, present or future infringement or misappropriation of the IP.

2. For certainty, the IP is assigned on an “as is, where is” basis. Neither party makes any representations, warranties, or conditions to the other party, whether express, implied, statutory or otherwise, regarding any matter, including without limitation any implied warranties or conditions of merchantable quality, non-infringement of third party rights and fitness for a

particular purpose and the provisions of Section 2.4 of the Offer to Purchase shall apply *mutatis mutandis*.

3. Subject to Section 3, Assignor covenants and agrees to execute and deliver, without further consideration, any instruments or other documents, and to cooperate with Assignee in any manner, as may reasonably be required by Assignee to effectuate the terms of this Intellectual Property Assignment, including, without limitation, delivering or providing to Assignee such other instruments or documents as may be necessary to effectuate the recordation of this Intellectual Property Assignment with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or other applicable intellectual property registries worldwide as set forth on the annexed Exhibit A.

4. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns, solely to give effect to the foregoing Section 3, and for no other purpose.

IN WITNESS WHEREOF, each of the parties has executed this Intellectual Property Assignment as of _____.

**RICHTER ADVISORY GROUP INC., , solely
in its capacity as COURT APPOINTED
RECEIVER OF [INSERT NAME OF
APPLICABLE IP OWNER], and not in its
personal capacity
Assignor**

By: _____

**[UK THANE IP CO.]
Assignee**

By: _____

EXHIBIT A

Description of IP	Country	Reg. #	Reg. Date	App. #	App. Date	Status	Renewal
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EXHIBIT C
FORM OF INTELLECTUAL PROPERTY LICENSE AGREEMENT
[SECTION 1.1.36]

LICENCE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2015, between:

<*>
<ADDRESS>
(hereinafter called the “**Licensor**”)

- and -

<*>
<ADDRESS>
(hereinafter called the “**Licensee**”)

WHEREAS the Licensor has rights to Canadian trademarks, patents and other intellectual property as set out on Schedule “A” hereto. (collectively, subject to s. 2, below, the “**Licensed Intellectual Property**”);

AND WHEREAS the Licensor wishes to licence the Licensed Intellectual Property on the terms set forth herein in respect of the products associated with the Licensed Intellectual Property (“**Licensed Products**”);

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The Licensor hereby grants to the Licensee an exclusive, sublicensable, transferable licence <*> to use the Licensed Intellectual Property in the territory of <*> in association with the Licensed Products or as may be agreed upon at any time and from time to time by the Licensor and the Licensee.
2. The Licensor shall be entitled to add or delete intellectual property to Schedule “A” from time to time and at any time upon notice to the Licensee.
3. The Licensee shall clearly identify its use of the Licensed Intellectual Property as licensed use and identify the Licensor as the owner of the Licensed Intellectual Property. Subject to and without limiting the generality of the foregoing, such identification in printed materials shall be sufficient if it is in a small size but reasonably legible font and appears on the same page as the Licensed Intellectual Property.
4. The Licensee agrees to abide by standards for all of the Licensed Products as communicated from Licensor to Licensee from time to time, acting reasonably, and further agrees that the Licensor shall be entitled to conduct the necessary inspections of inventory, customer lists, marketing and other sales support material upon reasonable notice, and take all other actions appropriate for the purpose of determining that the

quality standards set forth in this Agreement are being maintained, or as otherwise necessary.

5. Financial Terms:

Reporting: The Licensee shall provide to the Licensor within 30 days following the end of each calendar quarter, gross sales and Net Sales (as defined in Schedule "B" hereto) of Licensed Products on a customer by customer basis for the prior quarter.

Royalty: The Licensee shall pay to the Licensor with respect to each calendar year during which this Agreement is in effect, any royalties or payments as set out in Schedule "B" hereto. The relevant royalty payment for a calendar quarter shall be made by Licensee within 20 days of the end of such calendar quarter.

6. The Licensee shall be wholly responsible for complying with all local regulations and laws relating to the advertising and sales promotions and shall keep the Licensor indemnified in the event of any infringement of such local regulations and laws.
7. The Licensee acknowledges the Licensor's exclusive right, title and interest in and to the Licenced Intellectual Property and the validity of any future registrations thereof and agrees that the Licenced Intellectual Property are and shall remain the sole and exclusive property of the Licensor in Canada and that, except for the licensed rights to use as provided by this Agreement, the Licensee has and will hereby acquire no rights in any of the Licenced Intellectual Property.
8. It is hereby acknowledged by the Licensee that the Licensor does not represent or warrant to the Licensee, and there is no condition that, any of the Licenced Intellectual Property is valid or enforceable or that use thereof or the provision of any Licensed Products under any of the Licenced Intellectual Property will not infringe or otherwise violate any rights of any other person.
9. The Licensee agrees that it shall not at any time during or after the term of this Agreement contest or do or cause to be done any act or thing, directly or indirectly, which would in any way impair, ridicule or depreciate any of the Licensor's right, title or interest in, or the validity of, any of the Licenced Intellectual Property.

The Licensee agrees that it shall not at any time during or after the term of this Agreement, directly or indirectly, in any manner represent that it has any ownership, beneficial or proprietary interest in any of the Licenced Intellectual Property or registrations thereof, other than the licensed rights to use as provided by this Agreement.

10. The initial term of this Agreement shall begin as at <*>. This Agreement shall terminate on <*>. This Agreement shall automatically renew for <*> unless either party provides at least 90 days notice prior to the date of termination of this Agreement or any prior renewal termination date thereof, as the case may be.
11. The Licensor shall be entitled to terminate this Agreement on the following terms:
 - (a) immediately upon notice to the Licensee if any of the following shall occur (each of which is separate and independent):

- (i) the Licensee is adjudged bankrupt, becomes insolvent or is unable or is deemed to be unable or admits its inability to pay its debts and stops or threatens to stop payments generally or ceases or threatens to cease to carry on its business or major part thereof;
 - (ii) any action is taken for, or with a view to, liquidation, dissolution, winding-up, official management, bankruptcy or insolvency of the Licensee;
 - (iii) the Licensee ceases use of the Licenced Intellectual Property for a period of three months or greater.
 - (b) Upon termination or expiry of this Agreement, the Licensee shall cease to use in any manner all of the Licenced Intellectual Property except as expressly permitted by the Licensor.
 - (c) Any fees or royalties due as at the date of Termination shall remain due and payable.
12. The Licensee shall keep and maintain records sufficient to permit the Licensor to determine the Licensee's compliance with the terms and conditions of this Agreement.
 13. The rights and privileges hereby conferred on the Licensee under this Agreement are strictly personal to the Licensee and the Licensee shall not be entitled to assign, sell, encumber, give, convey, lend or otherwise transfer or license any of the rights granted hereunder or grant any sub-license of, or any other rights to, any of the licences granted to the Licensee hereunder without the prior written consent of the Licensor, which consent may be withheld for any reason whatsoever. Notwithstanding the previous sentence, the Licensee may assign its rights and obligations under this Agreement to an affiliate of 9472541 Canada Inc., provided such affiliate agrees to be bound to the terms of this Agreement.
 14. If any provision of this Agreement for any reason shall be declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions herein and shall not affect or impair the validity or enforceability of any other provision of this Agreement.
 15. The parties hereby agree to do all acts and things that at any time and from time to time as may be required for the better carrying out and performance of the intention and terms of this Agreement.
 16. This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
 17. Any notice, designation, communication, demand or other document (in this section a "**Notice**") required or permitted to be given hereunder to any party hereto shall be in writing and shall be sufficiently given or sent if it is delivered personally to an officer or a director of the party receiving the Notice, or it is delivered by regular mail to such party at its usual business address, or to such other address as such party receiving such Notice shall have communicated to the other party hereto.

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
19. The failure of a party hereto to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or time thereafter.
20. This Agreement supersedes any prior agreements, whether written or oral and all communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. No modification or variation of this Agreement shall be valid unless made in writing, clearly expressed to be a modification or variation, and executed by the Parties in the same manner as this Agreement.
21. Time is of the essence herein.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date written above.

[LICENSOR]

[LICENSEE]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A" - LICENSED TRADEMARKS

Trademarks

<*>

Patents

<*>

Other Intellectual Property

<*>

SCHEDULE “B” – FINANCIAL TERMS

Licensee agrees to pay Licensor <*>% of Net Sales as a royalty, once Net Sales have reached or exceeded \$<*>. For clarity, no royalty payment shall be due on such first \$<*>

“Net Sales” means all gross revenues booked in respect of the Licensed Products in the relevant calendar quarter, minus all directly attributable costs, inclusive of industry standard rebates and discounts.

24039001.3

EXHIBIT E-1
FORM OF APPOINTMENT ORDER
[SECTION 4.3]

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) FRIDAY, THE 23rd DAY
)
JUSTICE) OF OCTOBER , 2015

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT
COMPANY, THANE DIRECT MARKETING INC., WEST COAST DIRECT
MARKETING, INC., THANE DIRECT CANADA INC. AND TDG, INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43**

APPOINTMENT ORDER

THIS APPLICATION made by Bank of Montreal (“BMO” or the “Applicant”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Richter Advisory Group Inc. as receiver (the "Receiver"), without security, to exercise the powers and duties specifically set out in this Order with respect to the assets, undertakings and properties of the Respondents (collectively, the "Debtors") held

for, or used in relation to, a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Paul Findlay sworn October 16, 2015, and the Exhibits thereto, and the Report of Richter Advisory Group Inc. (“Richter”) dated October ●, 2015 in its capacity as proposed Receiver (the “Pre-Appointment Report”) and on hearing the submissions of counsel for the Applicant, counsel for the Receiver and counsel for New Thane Holdco, no one appearing for any other party although duly served as appears from the Affidavits of Service of Alma Cano and on reading the Consent of Richter Advisory Group Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application, the Application Record herein and the Pre-Appointment Report is hereby abridged, if necessary, and that this application is properly returnable today and that service, including the form, manner and time that such service was actually effected on all parties, is hereby validated, and where such service was not effected such service is hereby dispensed with.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA Richter is hereby appointed Receiver, without security, to exercise the powers and duties specifically set out in this Order with respect to the assets, undertakings and properties of the Debtors held for, and used in relation to, a business carried on by the Debtors (the “Property”) and all proceeds thereof.

3. **THIS COURT ORDERS** that subject to further Order of this Court, the Debtors shall remain in possession and control of the Property and the Receiver shall not be or be deemed to be in possession and control of the Property.

4. **THIS COURT ORDERS** that subject to further Order of this Court, the Debtors shall carry on their business in the normal course and shall pay the expenses arising from their business as they fall due and except to the extent that the Receiver exercises the powers granted

pursuant to paragraph 5 hereof the Receiver shall not interfere with the carrying on of the business of the Debtors.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over any and all proceeds or receipts arising out of or from the Property;
- (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (c) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (d) to sell, convey, transfer or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Court and in such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;
- (e) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (f) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (g) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

NO PROCEEDINGS AGAINST THE RECEIVER

6. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “Proceeding”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

7. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or any one of them or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or any one of them or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH CONTRACTS

9. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors or any one of them, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

10. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or any one of them, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors or any one of them, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors or any one of them, and that the Debtors shall be entitled to the continued use of their current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, or as may be ordered by this Court.

EMPLOYEES

11. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Debtors may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release

or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

13. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment, the carrying out of the provisions of this Order, or arising from the business carried on by the Debtors, including liabilities or obligations in respect of taxes, withholdings, interest, penalties or other like claims, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

14. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “Receiver’s Charge”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

SERVICE AND NOTICE

16. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.richter.ca/en/folder/insolvency-cases/t/thane-direct-company-et-al>.

17. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

BANKRUPTCY OF THE DEBTORS

18. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

19. THIS COURT ORDERS that the Receiver is hereby authorized and empowered but not obligated to make assignments in bankruptcy and act as trustee in bankruptcy (in such capacity

the “Trustee”) in respect of those Debtors that reside, carry on business or have property in Canada. In respect of any of the Debtors that do not reside, carry on business or have property in Canada, the Receiver is authorized and empowered but not obligated to take like steps under the laws of the United States, to the extent permitted by applicable law.

GENERAL

20. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

21. THIS COURT ORDERS that the Receiver is hereby appointed as the authorized foreign representative of the Debtors for the purposes of taking proceedings pursuant to Chapter 15 of the United States Bankruptcy Code in respect of the Debtors and is authorized to take such proceedings.

22. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

23. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

24. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days’ notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Court File No.: ●

BANK OF MONTREAL - and - **THANE INTERNATIONAL, INC., et. al.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

APPOINTMENT ORDER

Gowling Lafleur Henderson LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario M5X 1G5

Clifton P. Prophet (LSUC No.: 34845K)
Telephone: (416) 862-3509
Facsimile: (416) 862-7661

Solicitors for Bank of Montreal

EXHIBIT E-2
FORM OF CANADIAN APPROVAL AND VESTING ORDER
[SECTION 4.3]

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) FRIDAY, THE 23rd DAY
)
JUSTICE) OF OCTOBER , 2015

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT
COMPANY, THANE DIRECT MARKETING INC., WEST COAST DIRECT
MARKETING, INC., THANE DIRECT CANADA INC. AND TDG, INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43**

APPROVAL, VESTING AND DISTRIBUTION ORDER

THIS APPLICATION made by Bank of Montreal, in its capacity as agent (“**BMO**” or the “**Applicant**”) for certain lenders, including Bank of Montreal, forming a syndicate (the “**Lenders**”) pursuant to a Credit Agreement dated September 28, 2012 between BMO and the Lenders and the Respondents and certain other related entities, as amended from time to time (the “**Credit Agreement**”), for an Order:

- (a) approving the sale transaction (the “**Transaction**”) contemplated by an offer to purchase (the “**Sale Agreement**”) made to Richter Advisory Group Inc. in its capacity as receiver of the Respondents (the “**Receiver**” or the “**Seller**”) by 9472541 Canada Inc., 9472550 Canada Inc., 635427, Inc. and 652134 Limited as purchasers. (together, the “**New Thane Purchasers**”) dated October 16, 2015 and appended to the Affidavit of Paul Findlay sworn October 16, 2015 (the “**Findlay Affidavit**”);
- (b) authorizing and directing the Receiver to enter into the Sale Agreement and vesting in the New Thane Purchasers the right, title and interest in and to the assets of the Debtors (defined below) to be sold pursuant to and as described in the Sale Agreement (the “**Assets**”);
- (c) providing for distribution to the Lenders of the cash purchase price for the Assets; and,
- (d) for related relief,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Findlay Affidavit and the Exhibits thereto, and the Report of Richter Advisory Group Inc. (“**Richter**”) dated October ●, 2015 in its capacity as proposed Receiver (the “**Pre-Appointment Report**”) and the Supplementary Report of Richter dated October ●, 2015 (the “**Supplementary Report**”) and on hearing the submissions of counsel for BMO, counsel for the Receiver, counsel for the Respondents Thane International, Inc., Thane Direct, Inc., Thane Direct Company, Thane Direct Marketing Inc., West Coast Direct Marketing, Inc., Thane Direct Canada Inc. and TDG, Inc. (together, the “**Debtors**”) and counsel for the New Thane Purchasers, no one appearing for any other party although duly served as appears from the Affidavits of Service of Alma Cano,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application, the Application Record herein and the Pre-Appointment Report is hereby abridged, if necessary, and

that this application is properly returnable today and that service, including the form, manner and time that such service was actually effected on all parties, is hereby validated, and where such service was not effected such service is hereby dispensed with.

APPROVAL

2. **THIS COURT ORDERS AND DECLARES** that the Transaction and the Sale Agreement are hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtors and their stakeholders. The Receiver is hereby authorized and directed to execute the Sale Agreement, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby further authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Assets to the New Thane Purchasers, including, without limitation, taking proceedings pursuant to Chapter 15 of the United States Bankruptcy Code in respect of the Transaction and the Sale Agreement.

3. **THIS COURT ORDERS** that the Pre-Appointment Report, the Supplementary Report and the activities and conduct of Richter described therein be and the same are hereby approved.

VESTING AND DISTRIBUTION

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the New Thane Purchasers substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Assets described in the Sale Agreement and described in summary form in **Schedule "B"** hereto shall vest absolutely in each of the New Thane Purchasers as set out in **Schedule "B"**, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ● dated ●, 20●; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal*

Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**") which term shall not include the permitted encumbrances listed on **Schedule "D"** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that all cash proceeds of sale of the Assets as provided for under the Sale Agreement shall, as part of the closing of the Transactions, be immediately paid or caused to be paid by the Receiver to the Agent for the benefit of the Lenders (the "**Distribution**") to be applied on account of and in partial payment of the obligations due and owing by the Debtors or any of them to the Lenders pursuant to the Credit Agreement and the Distribution may be effected by way of direction.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver and the Debtors are authorized and permitted to disclose and transfer to the New Thane Purchasers all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees to be hired by the New Thane Purchasers pursuant to the Sale Agreement. The New Thane Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Assets in the New Thane Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

SEALING

10. **THIS COURT ORDERS AND DECLARES** that Appendix “●” to the ●, being the Report on Valuation of the Debtors dated October 16, 2015 prepared by Ernst & Young LLP (the “**Valuation Report**”), and paragraphs ● of the ● and paragraph ● of the Findlay Affidavit, being summaries of or references to the Valuation Report, shall be treated as confidential and shall be sealed and segregated from the public record, pending the closing of the Transaction contemplated by the Sale Agreement.

GENERAL

11. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

SCHEDULE “A”

Form of Receiver’s Certificate

Court File No.: CV-15- ●

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT
COMPANY, THANE DIRECT MARKETING INC., WEST COAST DIRECT
MARKETING, INC., THANE DIRECT CANADA INC. AND TDG, INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43**

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ● of the Ontario Superior Court of Justice (the “Court”) dated ●, Richter Advisory Group Inc. was appointed as the receiver (the “Receiver”) of the assets, undertakings and properties of the Respondents (the “Debtors”).

B. Pursuant to an Order of the Court dated ●, the Court approved the sale transaction (the “**Transaction**”) contemplated by an offer to purchase made to the Receiver by 9472541 Canada Inc., 9472550 Canada Inc., 635427, Inc. and 652134 Limited (together, the “**New Thane Purchasers**”) made as of October 16, 2015 (the “**Sale Agreement**”) and provided for the vesting in the New Thane Purchasers of the Debtors’ right, title and interest in and to the assets of the Debtors to be sold pursuant to and as described in the Sale Agreement, (the “**Assets**”), which vesting is to be effective with respect to the Assets upon the delivery by the Receiver to the New Thane Purchasers of a certificate confirming (i) the payment by the New Thane Purchasers of the Purchase Price (as defined in the Sale Agreement) for the Assets; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the New Thane Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

2. The New Thane Purchasers have paid and the Receiver has received the Purchase Price for the Assets payable on the Closing Date pursuant to the Sale Agreement;
3. The conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the New Thane Purchasers; and
4. The Transaction has been completed to the satisfaction of the Receiver.
5. This Certificate was delivered by the Receiver at ● on ●.

Richter Advisory Group Inc., in its capacity as
Receiver of the assets, undertakings and properties
of the Debtors, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE “B”

Vesting of Assets

<u>Thane Receivership Company</u>	<u>Assets/Shares Being Sold</u>	<u>Purchaser</u>
Thane International, Inc.	IP Assets	652134 Limited (“ New Thane IPCO (UK) ”)
	Other Assets	635427, Inc. (“ New Thane US ”)
Thane Direct, Inc.	Shares – 80% equity interest in Grupo Mejor Compra SAPI de CV	9472541 Canada Inc. (“ New Thane Holdco ”)
	Other Assets	New Thane Holdco
Thane Direct Company	Shares: <ul style="list-style-type: none"> • Danoz Direct Pty Ltd. • TVNS Scandanavia AB • Thane Direct UK Ltd. 	New Thane Holdco
	IP Assets	New Thane IPCO (UK)
	Other Assets	9472550 Canada Inc. (“ New Thane Canada ”)
	IP Licence with New Thane IPCO(UK)	New Thane Canada
Thane Direct Marketing Inc.	Shares: <ul style="list-style-type: none"> • Medio Latino Inc. • Thane USA, Inc. 	New Thane U.S.
	Other Assets	New Thane Canada
West Coast Direct Marketing, Inc.	Other Assets	New Thane U.S.
TDG, Inc.	Other Assets	New Thane U.S.
Thane Direct Canada Inc.	IP Assets	New Thane IPCO (UK)
	IP Licence with New Thane IPCO (UK)	New Thane Canada
	Other Assets	New Thane Canada

Note that in the foregoing chart “Other Assets” refers to any asset owned by a Thane Receivership Company except intellectual property assets, intellectual property licence rights pursuant to licences given to certain of the Thane Receivership Companies by New Thane IPCO (UK) as a closing step and Excluded Assets described in the Offer. Other Assets can include Thane Group contractual rights, equipment, inventory and accounts receivable, as applicable.

SCHEDULE "C"

Encumbrances

Personal Property Security Act						
	Bank of Montreal, as Agent	666420336	20101207 1700 1590 3006 (6 years)	December 7, 2010	Thane Direct Company	I, E, A, O, MV
	Bank of Montreal, as Agent	666420327	20101207 1659 1590 3005 (6 years)	December 7, 2010	Thane Direct Canada Inc.	I, E, A, O, MV
	Bank of Montreal, as Agent	710681778	20151007 1623 1862 9770 (2 years)	October 7, 2015	Thane Direct Marketing Inc.	I, E, A, O, MV
	Bank of Montreal, as Agent	666420354	20101207 1700 1590 3007 (6 years)	December 7, 2010	Thane Direct, Inc.	I, E, A, O, MV
Uniform Commercial Code						

SCHEDULE "D"

Permitted Encumbrances

BMW Canada Inc.	703790991	20150224 1039 1529 9581 (4 years)	February 24, 2015	Thane Direct Canada Inc.	E, O, MV Amount: \$75149 2015 BMW Model X6 xDrive 35I
BMW Canada Inc.	701504037	20141112 1442 1530 2922 (5 years)	November 12, 2014	Thane Direct Canada Inc.	CG, E, O, MV Amount: \$69169 2015 BMW, Model X4 xDrive 35I
Mercedes-Benz Financial Services Canada Corporation and Mercedes-Benz Financial	692119602	20131125 1942 1531 4299 (3 years)	November 25, 2013	Thane Direct Canada Inc.	E, O, MV 2014 Mercedes-Benz, Model GLK3504M
Mercedes-Benz Financial Services Canada Corporation and Mercedes-Benz Financial	691288407	20131023 1937 1531 9932 (3 years)	October 23, 2013	Thane Direct Canada Inc.	CG, E, O, MV Amount: \$73612 2014 Mercedes-Benz, Model E350C4M
Mercedes-Benz Financial Services Canada Corporation and	687481461	20130604 1937 1531 9933 (3 years)	June 4, 2013	Thane Direct Canada Inc.	E, O, MV 2014 Mercedes-Benz Model E550W4M

Mercedes-Benz Financial					
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BANK OF MONTREAL

- and -

THANE INTERNATIONAL, INC., THANE DIRECT, INC., THANE DIRECT COMPANY, THANE DIRECT MARKETING INC., WEST COAST DIRECT MARKETING, INC., THANE DIRECT CANADA INC. AND TDG, INC.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

**APPROVAL, VESTING AND DISTRIBUTION
ORDER**

Gowling Lafleur Henderson LLP
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1 First Canadian Place
100 King Street West, Suite 1600
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Clifton P. Prophet (LSUC No.: 34845K)
Telephone: (416) 862-3509
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Solicitors for Bank of Montreal

EXHIBIT E-3
FORM OF U.S. RECOGNITION ORDER
[SECTION 4.3]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<i>In re</i>)	Chapter 15
)	
THANE INTERNATIONAL, INC., <i>et al.</i> , ¹)	Case No. 15-____ (____)
)	
Debtors in a Foreign Proceeding.)	(Jointly Administered)
)	

ORDER GRANTING RECOGNITION AND RELATED RELIEF

THIS MATTER was brought before the Court by Richter Advisory Group Inc., the duly appointed and acting receiver (the “*Receiver*”) and foreign representative of Thane International, Inc., Thane Direct, Inc., Thane Direct Company, West Coast Direct Marketing, Inc., TDG, Inc., Thane Direct Canada Inc. and Thane Direct Marketing, Inc. (collectively, the “*Thane Debtors*”) in Canadian receivership proceedings pending in Toronto, Ontario (together, the “*Canadian Proceeding*”) under Canada’s *Bankruptcy and Insolvency Act* and Ontario’s *Courts of Justice Act*, subject to the supervision of the Ontario Superior Court of Justice (Commercial List).

The Receiver filed Verified Petitions for Recognition of Canadian Receivership Proceedings and Related Relief on October __, 2015 (the “*Chapter 15 Petitions*”), commencing the above-captioned cases under chapter 15 of title 11 of the United States Code (as amended, the “*Bankruptcy Code*”) and seeking the entry of an order recognizing the Canadian Proceeding as a “foreign main proceeding” under section 1517 of the Bankruptcy Code and granting such other relief as is appropriate in the circumstances.

The Court has considered and reviewed the Chapter 15 Petitions and the other pleadings and exhibits submitted by the Receiver in support thereof.

¹ The last four digits of the Employer Identification Number for each debtor follow in parentheses: Thane International, Inc. (____), Thane Direct, Inc. (____), Thane Direct Company (____), West Coast Direct Marketing, Inc. (____), TDG, Inc. (____), Thane Direct Canada Inc. (____) and Thane Direct Marketing, Inc. (____).

Due and timely notice of the filing of Chapter 15 Petitions was given pursuant to Rule 2002(q) of the Federal Rules of Bankruptcy Procedure.

No objections were filed to the Chapter 15 Petitions.

After due deliberation and sufficient cause appearing therefor, the Court finds and concludes as follows:

(A) this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. § 1501;

(B) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P);

(C) venue is proper in this District pursuant to 28 U.S.C. § 1410;

(D) the Receiver is a “person” within the meaning of 11 U.S.C. § 101(41) and is the duly appointed “foreign representative” of the Thane Debtors within the meaning of 11 U.S.C. § 101(24);

(E) the cases were properly commenced pursuant to 11 U.S.C. §§ 1504 and 1509, and the Chapter 15 Petitions meet the requirements of 11 U.S.C. §§ 1504 and 1515;

(F) the Canadian Proceeding is a foreign proceeding within the meaning of 11 U.S.C. § 101(23);

(G) the Canadian Proceeding is entitled to recognition by this Court pursuant to 11 U.S.C. § 1517;

(H) the Canadian Proceeding is pending in Toronto, Ontario, Canada, where each of the Thane Debtors has its center of main interests within the meaning of 11 U.S.C. § 1502(4), and as such constitutes a “foreign main proceeding” pursuant to 11 U.S.C. § 1502(4) and is entitled to recognition as a foreign main proceeding pursuant to 11 U.S.C. § 1517(b)(1);

(I) the Receiver is entitled to additional relief pursuant to 11 U.S.C. § 1521(a)(7) including the application of 11 U.S.C. § 365 in these chapter 15 cases, and all relief afforded foreign main proceedings automatically upon recognition pursuant to 11 U.S.C. § 1520, including, without limitation, 11 U.S.C. §§ 362 and 363; and

(J) the relief granted herein is necessary and appropriate, in the interest of the public and international comity, and consistent with the public policy of the United States.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Canadian Proceeding is hereby recognized as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code, and all automatic relief under section 1520 of the Bankruptcy Code shall apply in these cases, including without limitation, sections 362(a) and 363 of the Bankruptcy Code.

2. The following additional relief is granted pursuant to section 1521 of the Bankruptcy Code:

(a) The commencement or continuation of any action or proceeding concerning the assets, rights, obligations or liabilities of the Thane Debtor including any action or proceeding against Richter Advisory Group Inc. in its capacity as Receiver, to the extent not stayed under section 1520(a) of the Bankruptcy Code, is hereby stayed;

(b) Execution against the assets of the Thane Debtors, located in the United States to the extent not stayed under section 1520(a) of the Bankruptcy Code is hereby stayed;

(c) Application of section 365 of the Bankruptcy Code in these chapter 15 cases is hereby granted;

(d) The administration or realization of all or part of the assets of the Thane Debtors the United States is hereby entrusted to the Receiver, and the terms of the order appointing the Receiver in the Canadian Proceeding shall apply to the Thane Debtors, its creditors, the Receiver, and any other parties-in-interest; and

(e) The right of any person or entity, other than the Receiver, to transfer or otherwise dispose of any assets of the Thane Debtors located in the United States, to the extent not suspended under section 1520(a) of the Bankruptcy Code, is hereby suspended unless authorized in writing by Order of this Court.

3. The provisional relief provided by this Court's order entered on October __, 2015 (D.I. __) is hereby extended pursuant to section 1521(a)(6) of the Bankruptcy Code.

4. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief or any adversary proceeding brought in and through these cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

5. Notwithstanding Bankruptcy Rule 7062, made applicable to these cases by Bankruptcy Rule 1018, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and upon its entry, this Order shall become final and appealable.

Dated: Wilmington, Delaware
_____, 2015

United States Bankruptcy Judge

EXHIBIT E-4
FORM OF U.S. FINAL SALE APPROVAL ORDER
[SECTION 4.3]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<i>In re</i>)	Chapter 15
)	
THANE INTERNATIONAL, INC., <i>et al.</i> , ²)	Case No. 15-____ (____)
)	
Debtors in a Foreign Proceeding.)	(Jointly Administered)
)	

**ORDER PURSUANT TO SECTIONS 105(A), 363, 1501, AND 1521 OF THE
BANKRUPTCY CODE, AND BANKRUPTCY RULES 2002, 6004, AND 9014, FOR ENTRY OF AN
ORDER (I) RECOGNIZING AND ENFORCING THE APPROVAL ORDER AND VESTING ORDER,
(II) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS’ ASSETS FREE AND
CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS,
(III) AUTHORIZING ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the Motion (the “*Motion*”)³ of Richter Advisory Group, Inc., in its capacity as the court-appointed receiver and authorized foreign representative (the “*Receiver*”) for the above-captioned debtors (collectively, the “*Thane Debtors*”) in the proceeding (the “*Canadian Proceeding*”) commenced under Canada’s *Bankruptcy and Insolvency Act* (Canada) and pending before the Ontario Superior Court of Justice, Commercial List (the “*Canadian Court*”), for the entry of an order, pursuant to sections 105(a), 363(b), (f), (m), and (n), 1501, and 1521 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”): (a) recognizing and enforcing paragraphs __ of the Receivership Order (as defined below) (such paragraphs in the Receivership Order, the “*Approval Order*”) and the Vesting Order, pursuant to which the Canadian Court has authorized the sale and transfer (the “*Sale*”) by the Receiver of the Debtors’ right, title, and interest in and

² The last four digits of the Employer Identification Number for each Thane Debtor follow in parentheses: Thane International, Inc. (____), Thane Direct, Inc. (____), Thane Direct Company (____), West Coast Direct Marketing, Inc. (____), TDG, Inc. (____), Thane Direct Canada Inc. and Thane Direct Marketing, Inc. (____).

³ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

to substantially all of the Thane Debtors' assets (collectively, the "*Purchased Assets*") a newly incorporated Canadian entity ("*New Thane Holdco*") and certain subsidiaries (together with New Thane Holdco, the "*New Thane Purchasers*"), pursuant to that certain Offer to Purchase (the "*Purchase Agreement*"), by and between the Receiver and the New Thane Purchasers, dated October __, 2015, free and clear of all claims, liabilities and encumbrances, except as set forth in the Purchase Agreement; (b) authorizing, pursuant to section 363 of the Bankruptcy Code, the Sale of the Thane Debtors' right, title, and interest in and to the Purchased Assets to the New Thane Purchasers, free and clear of all Interests (as defined herein), except as otherwise provided in the Purchase Agreement; (c) authorizing and approving, to the extent provided for in the Vesting Order, the assignment of the Contracts to be assigned to the New Thane Purchasers pursuant to the Purchase Agreement (the "*Assumed Contracts*"); and (d) granting certain related relief; and this Court having entered the Order Granting Recognition and Related Relief (D.I. __, the "*Recognition Order*"); and upon the Report of Richter Advisory Group, Inc. dated October __, 2015 (the "*Receiver Report*") and the Affidavit of Paul Findlay (the "*Findlay Affidavit*") attached to the Motion; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the recognition and enforcement of the Approval Order and the Vesting Order and the approval of the Purchase Agreement and transactions contemplated thereby; and the Canadian Court having entered the Approval Order and Vesting Order; and this Court having reviewed and considered the Motion, the arguments of counsel made, and the evidence adduced, at a hearing before this Court (the "*Sale Hearing*"); and upon the record of the Sale Hearing and these chapter 15 cases, and after due deliberation thereon, and good cause appearing therefor, and in accordance with Rule 7052 of the Bankruptcy Rules, it is hereby

FOUND AND DETERMINED THAT:

A. The Canadian Court has duly entered the Approval Order and the Vesting Order: (i) approving and authorizing the Thane Debtors' execution of the Purchase Agreement and consummation of the sale of the Purchased Assets and the assignment of the Assumed Contracts free and clear of all Interests; and (ii) requesting aid and recognition from this Court to give effect to the Approval Order and the Vesting Order.

B. This Court has jurisdiction and authority to hear and determine the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). Venue of these chapter 15 cases and the Motion in this Court and this District is proper under 28 U.S.C. § 1410.

C. Based on the affidavits of service filed with, and representations made to, this Court: (i) notice of the Motion, the Sale Hearing, and the Sale were proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code and the Bankruptcy Rules; and (ii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the entry of this Order is necessary or shall be required.

D. The Receiver provided a reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein to the necessary parties in interest, including the following: (i) all known creditors of the Thane Debtors or holders of Interests; (ii) all parties to litigation pending in the United States in which the Thane Debtors are a party as of the Petition Date; (iii) the Office of the United States Trustee for the District of Delaware; (iv) the United States Attorney's Office for the District of Delaware; (v) the Internal Revenue Service; (vi) the United States Department of Justice; (vii) counsel for the Purchaser; (viii) counsel to the Senior Lenders; (ix) all persons or entities known to have liens on the Purchased Assets; and (x) all counterparties to the Assumed Contracts.

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

F. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105(a), 363(b), (f), (m), and (n), 1501, and 1521 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

G. The Vesting Order provides for the assignment of the Assumed Contracts, as permitted under the *Bankruptcy and Insolvency Act*, and such provisions of the *Bankruptcy and Insolvency Act* are consistent with section 365(f) of the Bankruptcy Code. As such, enforcement in the United States of the assignment of the Assumed Contracts to the Purchaser does not present any public policy conflict or any issue concerning protection of the interests of the parties to the Assumed Contracts that would prevent this Court from entering this Order.

H. Based on information contained in the Receiver Report and the Findlay Affidavit, the Thane Debtors, through SSG, conducted a prepetition marketing process for the sale of the Thane Debtors' assets. The Canadian Court found that the prepetition marketing process was sufficient and appropriate under the circumstances to support approval of the Sale pursuant to the terms of the Purchase Agreement and entered the Approval Order.

I. The Receiver has recommended the Sale in accordance with the Purchase Agreement, including the assignment of the Assumed Contracts. The New Thane Purchasers are able and have agreed to assume and perform the obligations of the Thane Debtors under the Assumed Contracts in accordance with their terms, including the payment of arrears in accordance with the Purchase Agreement, and it is appropriate that the Purchased Assets,

including the Assumed Contracts, be transferred, assigned, and vested in the New Thane Purchasers.

J. The consideration provided by the New Thane Purchasers for the Purchased Assets is the highest or otherwise best offer.

K. The Purchase Price constitutes fair consideration and reasonably equivalent value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

L. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

M. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the Sale occur promptly. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rule 6004.

N. Based upon information contained in the Receiver Report and the Findlay Affidavit, the negotiations over the terms of the Purchase Agreement were conducted fairly, in good faith, and without collusion, and thus the New Thane Purchasers have acted in good faith within the meaning of section 363(m) of the Bankruptcy Code, and neither the Receiver nor the New Thane Purchasers engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

O. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding present or future creditors of the Thane Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

P. The Receiver may sell the Purchased Assets free and clear of all Interests, to the extent provided in the Purchase Agreement, the Approval Order, the Vesting Order, and this Order, because, with respect to each creditor asserting an Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented to the Motion and Sale pursuant to Bankruptcy Code section 363(f)(2).

Q. The New Thane Purchasers would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Thane Debtors, their creditors, and other parties in interest if either: (i) the sale of the Purchased Assets to the New Thane Purchasers was not free and clear of all Interests, except as otherwise provided in the Purchase Agreement; or (ii) the New Thane Purchasers would, or in the future could, be liable for any of such Interests or any claims against the Debtors based upon successor or vicarious liability or otherwise, except as provided in Purchase Agreement.

R. A sale of the Purchased Assets other than one free and clear of all Interests, except as otherwise provided in the Purchase Agreement, would yield substantially less value than the Sale; thus, the Sale free and clear of all Interests, in addition to all of the relief provided herein, is in the best interests of the Thane Debtors, their creditors, and other parties in interest.

S. All findings of fact and conclusions of law announced by this Court at the Sale Hearing are incorporated herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted.

2. The Approval Order and the Vesting Order, copies of which are attached hereto as Exhibit 1 and Exhibit 2, respectively, are recognized in full and given full force and effect in the United States.

3. The Sale pursuant to the terms of the Purchase Agreement and the transfer and assignment of the Purchased Assets located within the United States is approved and authorized pursuant to sections 363 and 1521 of the Bankruptcy Code.

4. All objections to the entry of the this Order that have not been withdrawn, waived, or settled, or otherwise resolved pursuant to the terms hereof, are denied and overruled on the merits, with prejudice.

5. Pursuant to sections 105, 363, and 1521 of the Bankruptcy Code, and to the extent permitted by the Approval Order and the Vesting Order, each of the Thane Debtors, the New Thane Purchasers, and the Receiver are authorized to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Purchased Assets to the New Thane Purchasers in accordance with the Purchase Agreement, the Approval Order, the Vesting Order, and this Order; and (b) perform, consummate, implement, and close fully the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale.

TRANSFER OF THE PURCHASED ASSETS

6. Pursuant to sections 105(a), 363(f), and 1521 of the Bankruptcy Code, and as provided for in the Approval Order, and the Vesting Order, upon delivery of the Receiver's Certificate to the New Thane Purchasers in accordance with the Vesting Order, the Purchased Assets shall absolutely vest, without further instrument of transfer or assignment, in the New Thane Purchasers and shall be a legal, valid, and effective transfer of the Purchased Assets free and clear any and all security interests (whether contractual, statutory, or otherwise), mortgages,

pledges, options, warrants, trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sales provisions exercisable as a consequence of or arising from the closing of the Sale, whether arising prior to or subsequent to the commencement of the Canadian Proceeding and these Chapter 15 Cases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or person at law or in equity whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Receivership Order and/or any subsequent charges created by the Canadian Court; (b) all charges, security interests, or claims evidenced by any personal property registry system in the United States; and (c) excluded liabilities as set forth in ___ of the Purchase Agreement (all the foregoing in this paragraph ___, collectively, the “*Interests*”); *provided, however*, that nothing contained herein shall derogate from the obligations of the New Thane Purchasers to assume the Assumed Obligations (as defined in the Purchase Agreement), and to perform its obligations under the Assumed Contracts.

7. Except as expressly provided in the Purchase Agreement, the Approval Order, the Vesting Order, and/or this Order, pursuant to sections 105(a), 363(f), and 1521 of the Bankruptcy Code, upon the time of closing of the Sale (the “*Time of Closing*”): (a) the Purchased Assets shall be sold, transferred, or otherwise conveyed to the New Thane Purchasers free and clear of

all Interests; (b) no holder of an Interest against the Thane Debtors shall interfere with the New Thane Purchasers' title to or use and enjoyment of the Purchased Assets based on or related to such Interests; and (c) the Purchase Agreement, the Sale, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Thane Debtors or any successor thereof. All persons or entities holding Interests in, to or against the Purchased Assets are forever barred from asserting such Interests against the New Thane Purchasers, their affiliates, successors and assigns, and current affiliates, officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives (collectively, the "*Purchaser Releasees*") or such Purchased Assets after the Time of Closing.

8. None of the Purchaser Releasees shall have or incur any liability to, or be subject to any action by any Thane Debtor, or any of the Thane Debtors' predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the Purchase Agreement, or the entry into and consummation of the Sale, except as expressly provided in the Purchase Agreement, the Approval Order, the Vesting Order, and/or this Order.

9. Except as otherwise provided in the Purchase Agreement, any and all Purchased Assets in the possession or control of any person or entity, including, without limitation, any vendor, supplier, or employee of the Thane Debtors shall be transferred to the New Thane Purchasers free and clear of all Interests, and, upon reasonable request of the New Thane Purchasers, all such persons or entities are directed to surrender possession of the Purchased Assets to the New Thane Purchasers at the Time of Closing.

10. To the extent permissible under the Approval Order and the Vesting Order, the New Thane Purchasers, or their affiliates, members, and shareholders, shall not be deemed, as a result of any action taken in connection with the Sale or the New Thane Purchasers' post-closing use or

operation of the Purchased Assets, to: (a) be a successor to the Thane Debtors; (b) have, *de facto* or otherwise, merged or consolidated with or into the Thane Debtors; or (c) be a continuation or substantial continuation of the Thane Debtors or any enterprise of the Thane Debtors. Except for the Assumed Obligations, the transfer of the Purchased Assets to the New Thane Purchasers under the Purchase Agreement, the Approval Order, the Vesting Order, and this Order shall not result in the Purchaser Releasees having any liability or responsibility whatsoever: (y) for any Interest against the Thane Debtors or against an insider of the Thane Debtors; or (z) to the Thane Debtors, except as is expressly set forth in the Purchase Agreement, the Approval Order, the Vesting Order, the U.S. Sale Order, and/or any other order of the Canadian Court. Without limiting the generality of the foregoing, except as otherwise provided in the Purchase Agreement, the Approval Order, this Order, or any other order of the Canadian Court, the conveyance of the Thane Debtors' rights, title, and interest in the Purchased Assets to Purchaser under the Purchase Agreement shall not result in any Purchaser Releasee having any liability or responsibility whatsoever for any: (a) Interest, whether at law or in equity, whether by payment, setoff, or otherwise, directly or indirectly; (b) obligation under any of the Thane Debtors' labor or employment agreements; (c) of the Thane Debtors' mortgages, deeds of trust, and security interests; (d) intercompany loans and receivables between the Thane Debtors and any non-debtor subsidiary or affiliate; (e) of the Thane Debtors' pension, welfare, compensation or other employee benefit plans, agreements, practices and programs; (f) any of the Thane Debtors' other employee, worker's compensation, occupational disease, unemployment, or temporary disability related claim, including without limitation, claims that might arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988,

(vii) the Age Discrimination and Employee Act of 1976 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) state discrimination laws, (xi) state unemployment compensation laws or any other similar state laws, (xii) any other state or federal benefits or claims relating to any employment with the Thane Debtors or any of their predecessors; or (g) successor or vicarious liabilities of any kind or character, including, but not limited to, federal, state or other tax liabilities, U.S. or foreign pension liabilities, or liabilities based on any theory of antitrust, environmental, labor law, alter ego, veil piercing, continuity of enterprise, mere continuation, product line, *de facto* merger or substantial continuity, whether known or unknown, whether legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 15 Cases, whether imposed by agreement, understanding, law, equity or otherwise with respect to any of the Thane Debtors or any obligations of the Thane Debtors, including, but not limited to, in the case of liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Thane Debtors' business prior to the Time of Closing or any taxes in connection with, or in any way relating to the cancellation of debt of the Thane Debtors or their affiliates.

11. The entry of this Order: (a) is and shall be effective as a determination that, upon the Time of Closing, except as expressly provided in the Purchase Agreement, the Approval Order, the Vesting Order, and/or the U.S. Sale Order, all Interests existing as to the Purchased Assets prior to the Time of Closing, have been released, extinguished, expunged, and discharged as against the Purchased Assets; and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title

companies, recorders of mortgages, recorders of deeds, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the New Thane Purchasers are the assignee of the Purchased Assets free and clear of all Interests, except as expressly provided in the Purchase Agreement, the Approval Order, the Vesting Order, and/or this Order.

12. Each and every federal, state, and local governmental agency or department is authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Purchase Agreement.

13. Except with respect to enforcing the terms of the Purchase Order, the Approval Order, the Vesting Order, or this Order, absent a stay pending appeal, no person shall take any action to prevent or enjoin or otherwise interfere with consummation of the transaction contemplated in or by the Purchase Agreement.

14. Effective as of the Time of Closing, the Approval Order, the Vesting Order and this Order shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Thane Debtors' interests in the Purchased Assets.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

15. As provided in the Purchase Agreement, the Approval Order and the Vesting Order, upon delivery of the Receiver's Certificate, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the New Thane Purchasers in accordance with their respective terms. The transfer and assignment of the Assumed Contracts shall be valid notwithstanding any restriction, condition, or prohibition contained in any such Assumed Contract relating to the assignment thereof (including those of the type described in

sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer or requires the consent of any party to such assignment or transfer.

16. As provided in paragraph ___ of the Vesting Order, the assignment of the rights and obligations of the Thane Debtors under the Assumed Contracts to the New Thane Purchasers, pursuant to section ___ of the Purchase Agreement, is valid and binding upon all of the counterparties to the Assumed Contracts, without further documentation, as if the New Thane Purchasers were a party to the Assumed Contracts, notwithstanding any restriction or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to an Assigned Contract.

17. Each counterparty to the Assumed Contracts is prohibited from exercising any right or remedy under the Assumed Contracts by reason of any defaults thereunder arising from the commencement or pendency of the Canadian Proceeding or these Chapter 15 Cases or the solvency or financial condition of the Thane Debtors.

18. To the extent there may be any dispute arising from this Order's treatment of any Assumed Contract, including, but not limited to, disputes related to an attempted post-Sale modification or termination of any Assumed Contract subject to this Court's jurisdiction, regardless of whether such modification or termination is based upon restrictions or prohibitions contained in any Assumed Contract relating to the assignment thereof, this Court shall retain jurisdiction to enforce any and all terms and provisions of the Purchase Agreement, the Approval Order, the Vesting Order, and/or this Order with respect to any such Assigned Contract.

ADDITIONAL PROVISIONS

19. The New Thane Purchasers, as purchasers in good faith within the meaning of section 363(m) of the Bankruptcy Code, shall be entitled to all of the protections of section 363(m) of the Bankruptcy Code. The reversal or modification on appeal of the

authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless, prior to the Time of Closing, such authorization is duly stayed pending appeal.

20. The terms and provisions of the Purchase Agreement and this Order shall be binding on and inure to the benefit of the Thane Debtors, the New Thane Purchasers, the Thane Debtors' creditors, and all other parties in interest, and any successors of the Thane Debtors, the New Thane Purchasers and the Thane Debtors' creditors, including any trustee(s), examiner(s), or receiver(s) appointed in these cases or under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions shall likewise be binding on such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Thane Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

21. Subject to the terms and conditions of the Approval Order, the Vesting Order and the Purchase Agreement, provisions of the Purchase Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement among the Receiver and the New Thane Purchasers in a writing signed by the Receiver and the New Thane Purchasers without further action or order of this Court.

22. The failure to include any particular provision of the Approval Order, the Vesting Order, the Purchase Agreement, or any related agreements in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of this Court that the Approval Order, the Vesting Order, the Purchase Agreement, and any related agreements, with such amendments thereto as may be made by the parties in accordance with the Approval Order, the Vesting Order and the Purchase Agreement be approved and authorized in their entirety.

23. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Thane Debtors, the New Thane Purchasers, and the Receiver are not subject to any stay in the

implementation, enforcement or realization of the relief granted in this Order; and (c) the Thane Debtors, the New Thane Purchasers, and the Receiver may, in their discretion and without further delay, take any action and perform any act authorized under the Approval Order, the Vesting Order and/or this Order.

24. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the New Thane Purchasers on account of the filing or pendency of these Chapter 15 Cases or the consummation of the Sale.

25. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Thane Debtors or the Receiver from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

26. The provisions of the U.S. Sale Order are nonseverable and mutually dependent.

27. Other than as explicitly set forth herein, this Court shall retain jurisdiction with respect to any and all matters, claims, rights, or disputes arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
_____, 2015

United States Bankruptcy Judge

APPENDIX C

APPENDIX C
MONTHLY MARGIN REPORT FOR PERIOD ENDING SEPTEMBER 30, 2015

Thane International, Inc.

Borrowing Base A/R and Inventory Summary

At September 30, 2015

ACCOUNTS RECEIVABLE (A/R)

Total insured A/R	\$	2,394,430
A/R borrowing base limit		90%
A/R in borrowing base	\$	<u>2,154,987</u>

Total insured A/R under L/C's	\$	32,748
A/R borrowing base limit		100%
A/R in borrowing base	\$	<u>32,748</u>

Total A/R in borrowing base \$ 2,187,735

INVENTORY

Total eligible inventory on hand	\$	2,084,778
Inventory Borrowing Base Limit		50%
Inventory in borrowing base	\$	<u>1,042,389</u>

In-transit inventory in borrowing base	\$	685,527
Inventory borrowing base limit		50%
In-transit Inventory borrowing base limit 50%	\$	<u>342,763.50</u>

Total inventory in borrowing base \$ 1,385,153

Total borrowing base \$ 3,572,888

Total advances \$ 6,564,598

Margin surplus/(deficit) \$ (2,991,711)

APPENDIX D

APPENDIX D
WEEKLY CASH FLOW AND MARGIN FORECAST TO DECEMBER 21, 2015

Cash Flow Rolling Forecast: Thane International, Inc.

Week beginning	5-Oct-15	12-Oct-15	19-Oct-15	26-Oct-15	2-Nov-15	9-Nov-15	16-Nov-15	23-Nov-15	30-Nov-15	7-Dec-15	14-Dec-15	21-Dec-15
CALENDAR MONTH	1	2	3	4	5	6	7	8	9	10	11	12
INFLOW												
Receipts wholesales/retailers	\$ 273,678	\$ 233,628	\$ 144,415	\$ 587,722	\$ 278,469	\$ 326,558	\$ 442,772	\$ 465,968	\$ 464,862	\$ 200,000	\$ 200,000	\$ 200,000
Other receipts - Intercompany	\$ 627,448	\$ 330,924	\$ 352,925	\$ 290,458	\$ 883,844	\$ 661,358	\$ 340,002	\$ 630,250	\$ 619,146	\$ 168,000	\$ 719,144	\$ 129,231
Prepaid orders	\$ 164,016	\$ 805,034	\$ 733,117	\$ 366,728	\$ -	\$ -	\$ 373,056	\$ 1,821,440	\$ -	\$ -	\$ -	\$ -
Total Receipts	\$ 1,065,142	\$ 1,369,586	\$ 1,230,457	\$ 1,244,908	\$ 1,162,313	\$ 987,916	\$ 1,155,830	\$ 2,917,658	\$ 1,084,008	\$ 368,000	\$ 919,144	\$ 329,231
OUTFLOW												
Payment to product suppliers	\$ 1,556,381	\$ 727,243	\$ 802,913	\$ 1,037,088	\$ 1,290,997	\$ 846,125	\$ 724,764	\$ 1,795,354	\$ 353,303	\$ -	\$ 11,882	\$ 242,124
Transfers to subsidiaries	\$ 42,500	\$ 100,000	\$ 27,500	\$ 100,000	\$ 42,500	\$ -	\$ 127,500	\$ -	\$ 112,500	\$ -	\$ (32,500)	\$ -
Trade payables	\$ 65,000	\$ 65,000	\$ 65,000	\$ 415,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 415,000	\$ 65,000	\$ 65,000	\$ 65,000
Selling, general & administration	\$ 171,000	\$ 378,000	\$ 91,000	\$ 260,000	\$ 91,000	\$ 398,000	\$ 91,000	\$ 260,000	\$ 91,000	\$ 288,000	\$ 91,000	\$ 91,000
Total Disbursements	\$ 1,834,881	\$ 1,270,243	\$ 986,413	\$ 1,812,088	\$ 1,489,497	\$ 1,309,125	\$ 1,008,264	\$ 2,120,354	\$ 971,803	\$ 353,000	\$ 135,382	\$ 398,124
Net cash flow	\$ (769,739)	\$ 99,343	\$ 244,044	\$ (567,180)	\$ (327,184)	\$ (321,209)	\$ 147,566	\$ 797,304	\$ 112,205	\$ 15,000	\$ 783,762	\$ (68,893)
Closing revolver balance	\$ (8,109,822)	\$ (8,010,479)	\$ (7,799,059)	\$ (8,441,840)	\$ (8,865,215)	\$ (9,286,424)	\$ (9,350,656)	\$ (8,653,352)	\$ (8,641,147)	\$ (8,726,147)	\$ (8,042,384)	\$ (8,211,277)
Borrowing base (forecast)	\$ 3,438,090	\$ 3,434,000	\$ 3,434,000									
Margin surplus/(deficit)	\$ (4,671,731)	\$ (4,572,389)	\$ (4,360,969)	\$ (5,003,749)	\$ (5,427,125)	\$ (5,848,334)	\$ (5,912,565)	\$ (5,215,261)	\$ (5,203,056)	\$ (5,288,056)	\$ (4,608,384)	\$ (4,777,277)

B E T W E E N:

BANK OF MONTREAL
Plaintiff

- and -

THANE INTERNATIONAL INC., et. al.
Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**REPORT OF THE PROPOSED
RECEIVER, RICHTER ADVISORY
GROUP INC.**

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
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