

05/02/00

05-24-2000

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To the Honorable Commissioner of

101366683

ed original documents or copy thereof.

1. Name of conveying party(ies): **Shop At Home, Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (TN)

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Union Bank of California, N.A., as Administrative Agent

Internal Address: _____

Street Address: 445 South Figueroa Street, 16th Floor

City: Los Angeles State: CA ZIP: 90071

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: April 11, 2000

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Association

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

Additional name(s) & address(es) attached? Yes No

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OPR/FINANCE

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/683,349 : 75/758,579 : 75/683,348 : 75/811,040

B. Trademark Registration No.(s) 1,979,532

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

05/23/2000 JSM/BAZZ 00000121 75683349

01 FC:481 40.00 DP

02 FC:482 100.00 DP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq. *K Ahrend* 5/1/00

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS (this "Conditional Assignment"), dated as of January __, 2000, is made by Shop At Home, Inc., a Tennessee corporation (the "Borrower"), in favor of Union Bank of California, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), from time to time parties to the Revolving Credit Agreement, dated as of December 15, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of December 15, 1999, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to Section 3.1 of the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment pledged and granted to the Agent for the benefit of the Agent and the Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those

items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

SHOP AT HOME, INC.

By: Arthur D. Tek
Name: ARTHUR D. TEK
Title: EVP

UNION BANK OF CALIFORNIA, N.A.
as Administrative Agent for the Lenders

By: Craig R. Cappa
Name: Craig R. Cappa
Title: Assistant Vice President

STATE OF

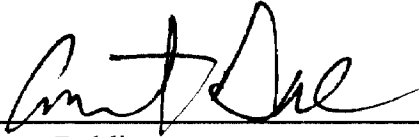
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COUNTY OF

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On the 9th day of March, 2000, before me personally came Arthur TeK, who is personally known to me to be the CFO & EVP of Shop At Home, Inc., a Tennessee corporation; who, being duly sworn, did depose and say that he is the CFO & EVP in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission expires
11-23-2003

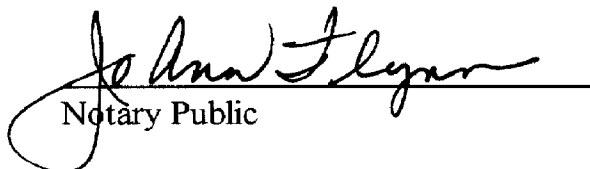
STATE OF)

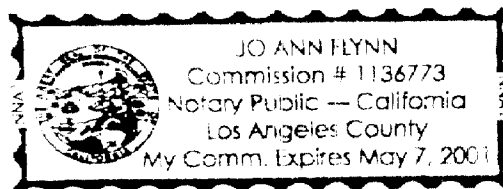
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COUNTY OF)

On the 11 day of April, 2000, before me personally came Craig R. Cappai, who is personally known to me to be the ASSISTANT Vice Pres. of Union Bank of California, N.A.; who, being duly sworn, did depose and say that he is the A.V.P in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



Schedule A

U.S. Trademarks

<u>Name</u>	<u>Registration/Serial Number</u>
SHOP AT HOME NETWORK	75/683349
BELLA LUCE	1,979,532
BELLA ARGENTO	75/758579
COLLECTIBLES.COM	75/683348
MAKING COLLECTIBLES CLICK	75/811040
GET REAL	(not yet assigned)

and necessary