



101629877

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

2.10.01

2. Name and address of receiving party(ies)

QVC, Inc. (Delaware Corporation)

Name: ER Marks, Inc.

Internal Address:

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

Street Address: 222 Delaware Avenue
Suite 1448

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

City: Wilmington State: DE Zip: 19801

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date:

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

A) Trademark Application No.(s)

See Attached Schedule A

B) Trademark Registration No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

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

CAESAR, RIVISE, BERNSTEIN,
COHEN & POKOTILOV, LTD.

Attn: Manny D. Pokotilow, Esq.
12th Floor - 7 Penn Center
1635 Market Street; Phila, PA 19103-2212

6. Total number of applications and registrations involved..... 13
1 @ \$40.00 and 12 @ \$25.00

7. Total fee (37 CFR 3.41)..... \$340.00

Authorized to Charge to Deposit Account No.
03-0075 (duplicate attached)

DO NOT USE THIS SPACE

8. 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.

Manny D. Pokotilow

Name of Person Signing

Signature

February 15, 2001

Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

TRADEMARK
REEL: 002248 FRAME: 0992

SCHEDULE A

<u>Trademark/ Service Mark</u>	<u>U. S. Reg./SN No.</u>	<u>Goods/Services</u>
QVC Experience	SN 76/121,423	Home shopping services in the field of general merchandise through the use of television, telephone and the worldwide global network and electronic retailing, CL 35
QVC Explorer	2,150,903	Home shopping services in the field of general merchandise through the use of television, CL 35
QVC Factory Tour & Design	2,067,111	Home shopping services in the field of general merchandise by means of television, CL 42
QVC Local	1,937,850	Home shopping services through the use of television, CL 42
QVC Network & Design	1,512,144	Home shopping services in the field of general merchandise by means of television, CL 42
QVC On Location	2,343,087	Providing home shopping services in the field of general merchandise by means of television; computerized on-line retail services in the field of general merchandise, CL 35
QVC Your Beauty Secret	SN 76/038,735	Home shopping services in the field of general merchandise through the use of television, telephone and the worldwide global network and electronic retailing, CL 35
QVC Product Works	SN 76/057,120	Development of marketing strategies for electronic retailing, product sourcing, manufacturing, videotape and animation productions in CL 41
The QVC Outlet Yard Sale	2,266,295	Retail store services in the field of general merchandise, CL 35
The QVC Vendor Alliance	2,214,119	Periodic newsletter to suppliers who provide goods and services to providers of home television shopping services in the field of retail and wholesale merchandise, CL 16
* iQVC	2,149,535	Interactive retail services provided via computer and television, featuring general merchandise in CL 35
iQVC	2,098,015	Interactive retail services provided via computer and television, featuring general merchandise in CL 42
* IQVC.com	2,272,585	Interactive retail services provided via computer and television, featuring general merchandise in CL 35

TRADEMARK ASSIGNMENT

WHEREAS, QVC, Inc. (the "Assignor"), a corporation organized and existing under the laws of the State of Delaware, having a business address of 1200 Wilson Drive, West Chester, Pennsylvania 19380, has adopted, used, and is using in its business, and is the owner of and/or applicant for the trademarks, service marks, and/or applications listed in Schedule A attached hereto and incorporated herein (collectively referred to as the "Trademarks"), and is the exclusive owner of all of the goodwill of the business appurtenant thereto;

WHEREAS, ER Marks, Inc. (the "Assignee"), a corporation organized and existing under the laws of the State of Delaware, having a business address of 222 Delaware Avenue, Suite 1448, Wilmington, Delaware 19801, is desirous of acquiring all right, title, and interest of the Assignor to the Trademarks in the United States (the "Trademark Rights"), together with the goodwill of the business appurtenant thereto and the registrations thereof and applications therefor, from Assignor; and

WHEREAS, the assignment of the Trademark Rights and registrations thereof and applications therefor, shall be made of record in the United States Patent and Trademark Office.

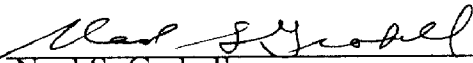
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Assignor hereby sells, assigns, transfers, and quitclaims to Assignee, Assignor's entire right, title and interest in and to the Trademark Rights, together with all of the goodwill of the business appurtenant thereto, and all claims for damages by reason of infringement of the Trademark Rights, with the exclusive right to sue for and collect said damages with respect to the Trademark Rights for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, in the United States where Assignor owns, possesses or controls the rights herein being transferred to Assignee, to the full and complete extent of any and all such Trademark Rights.

AND, Assignor agrees to execute any and all instruments and to perform any and all acts that may be necessary or desirable to fully and expediently effectuate and record this Assignment or perfect the Assignee's rights in the Trademark Rights assigned hereby.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed, by its duly authorized representative, effective this 8th day of January, 2001.

QVC, Inc.

By:


Name: Neal S. Grabell

Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

Commonwealth

I, Deborah J. Ryan, a Notary Public in and for the County of Chester, in the ~~State~~ of Pennsylvania, hereby certify that Neal S. Grabell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation with authority to do so.

8th day of January, 2001. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this

Deborah J. Ryan

Notary Public
Commission Expires: 11/8/03

Notarial Seal
Deborah J. Ryan, Notary Public
West Goshen Twp., Chester County
My Commission Expires Nov. 8, 2003
Member, Pennsylvania Association of Notaries