

01-22-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102343686

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

1. Name of conveying party(ies): Shop At Home, Inc. 12 27 02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State - Tennessee
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Foothill Capital Corporation
Street Address: 2450 Colorado Avenue
City: Los Angeles State: CA Zip: 90404
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State - California
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: August 1, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/683,349; 75/758,579; 76/258,996; 76/258,998
76/258,995; 76/258,997; 75/683,348; 75/811,040
75/811,039; 76/026,663; 76/026,662
Additional number(s) attached Yes No

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Santo Manna
Internal Address: Schulte Roth & Zabel
Street Address: 919 Third Avenue
City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 11
7. Total fee (37 CFR 3.41) \$ 315.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
500675 - Schulte Roth & Zabel
(Attach 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.
Santo Manna December 23, 2002
Name of Person Signing Signature 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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/21/2003 6TOM11 00000105 500675 75683349

01 FC:8521 40.00 CH
02 FC:8522 275.00 CH
9354392.1

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, SHOP AT HOME, INC., a Tennessee corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of August 1, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of FOOTHILL CAPITAL CORPORATION, a California corporation (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of August __, 2001.

SHOP AT HOME, INC.

By: Arthur D. Tek

Name: Arthur D. Tek

Title: Executive Vice President and
Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York ss.:

On this 1ST day of August 2001, before me, the undersigned, personally appeared Arthur D. Tek, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeanette Ariola
[NOTARY SEAL]

JEANETTE ARIOLA
Notary Public, State of New York
No. 01AR4798015
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Dec. 31, 2001

[Trademark Security Agreement Signature Page]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

Shop At Home, Inc.

MARK

Shop At Home Network (Words Only – Abandoned)
Bella Luce (Words for Jewelry Products)
Bella Argento (Trademark – Abandoned)
shopathometv.com (Service Mark – Pending)
shopathometv.com (Service Mark – Pending)
shopathometv.com (Service Mark – Pending)
shopathometv.com (Service Mark – Pending)

REGISTRATION/SERIAL NUMBER

(PTO Serial #75/683349)
(Registration #1,979,532)
(PTO Serial #75/758579)
(PTO Serial #76/258996)
(PTO Serial #76/258998)
(PTO Serial #76/258995)
(PTO Serial #76/258997)

collectibles.com

MARK

Collectibles.com (Words Only – Pending)
Making Collectibles Click (Words Only – Pending)
Get Real (Words Only – Pending)
Peace of Mind Guarantee (Words Only – Pending)
We're Not .Common (Words Only – Pending)

REGISTRATION/SERIAL NUMBER

(PTO Serial #75/683348)
(PTO Serial #75/811040)
(PTO Serial #75/811039)
(PTO Serial #76/026663)
(PTO Serial #76/026662)