

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dick Blick Holding, Inc.		12/23/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSN Improvements, LLC		
<b>Street Address:</b>	1 HSN Drive		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33729		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2499632	ALSTO'S	
Registration Number:	1903150	ALSTO'S HANDY HELPERS	
Registration Number:	2706884	ALL OUR BEST IDEAS ALL AROUND THE HOUSE	
Registration Number:	2158663		
Serial Number:	78468014	ALSTO'S	
Serial Number:	78468039	REAL VALUES FOR REAL LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(727)872-6455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	727-872-7455		
<b>Email:</b>	susan.weis@hsn.net		
<b>Correspondent Name:</b>	Susan D. Weis		
<b>Address Line 1:</b>	1 HSN Drive		
<b>Address Line 4:</b>	St. Petersburg, FLORIDA 33729		
<b>ATTORNEY DOCKET NUMBER:</b>	ALSTOSASSGNMENT		

CH \$165.00 2499632

NAME OF SUBMITTER:	Susan D. Weis
Signature:	/susanweis/
Date:	12/01/2005
Total Attachments: 4 source=Document0003#page1.tif source=Document0003#page2.tif source=Document0003#page3.tif source=Document0003#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by and among Dieck Büick Holdings, Inc., a Delaware corporation, and Alsto, Inc., a Delaware corporation (collectively, the "Assignors"), and HSN Improvements, LLC, a Delaware limited liability company (the "Assignee"), as of the 23<sup>rd</sup> day of December, 2004. Assignors and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Assignors are the owners of all right, title and interest in, to and under the Company Marks (capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement); and

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated November 15, 2004 (the "Purchase Agreement"), which provides for the sale by Assignors to, and the purchase by, Assignee of the Transferred Assets, including without limitation the Company Marks;

WHEREAS, Assignors have, pursuant to the terms and subject to the conditions of the Purchase Agreement, agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in, to and under the Company Marks, together with the goodwill of the business associated therewith; and



WHEREAS, Assignee has, pursuant to the terms and subject to the conditions of the Purchase Agreement, agreed to purchase all of Assignors' right, title and interest in, to and under the Company Marks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including without limitation the consideration referred to in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the date hereof, Assignors hereby sell, assign, transfer, convey and deliver unto Assignee all of their respective right, title and interest in, to and under the following Company Marks and all goodwill of the business associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Company Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives:

Company Mark	Registration/Application Number
Alsto's (Word Mark)	United States Patent and Trademark Office ("USPTO") Reg. No. 2,499,632
Alsto's (Word Mark)	USPTO Serial No. 78,468,014
Alsto's Handy Helpers (Word Mark)	USPTO Reg. No. 1,903,150
Real Values For Real Life (Word Mark)	USPTO Serial No. 78,468,039
All Our Best Ideas All Around The	USPTO Reg. No. 2,706,884

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Company Mark	Registration Application Number
House (Word Mark) Ben A. M. S. Character	TM Reg. No. 11222650
 Ben A. M. S. Character	Canadian Intellectual Property Office (CIPIC) Reg. No. TM X/96,341
 M. S. Handy Helpers (Word Mark)	CIPIC Reg. No. TM X/96,341

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any offices of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications thereof, to issue the same to Assignee and its successors, assigns and other legal representative, in accordance with the terms of this instrument. At any time, and from time to time hereafter, Assignors shall faithfully upon Assignee's written request and sole expense make any and all reasonable and necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assignments necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

2. Terms of the Purchase Agreement The terms of the Purchase Agreement, including but not limited to Sellers' representations, warranties, covenants, agreements and indemnities relating to the Company Marks, are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page to follow.]

0303020141: 5

IN WITNESS WHEREOF, as of the date first set forth above, this Assignment is executed below by an authorized representative of each Party.

ASSIGNORS:

DICK BLICK HOLDINGS, INC.

By: Robert Brachbaum  
Name: Robert Brachbaum  
Title: Chief Executive Officer

ALSTO, INC.

By: Robert Brachbaum  
Name: Robert Brachbaum  
Title: Chief Executive Officer

ASSIGNEE:

HSN IMPROVEMENTS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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TRADEMARK

REEL: 003202 FRAME: 0164

IN WITNESS WHEREOF, as of the date first set forth above, this Assignment is executed below by an authorized representative of each Party.

ASSIGNORS:

DICK BLICK HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Robert Buchsbaum  
Title: Chief Executive Officer

ALSTO, INC.

By: \_\_\_\_\_  
Name: Robert Buchsbaum  
Title: Chief Executive Officer

ASSIGNEE:

HISN IMPROVEMENTS, LLC

By: *Karen M. Williams*  
Name: Karen M. Williams  
Title: President

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