

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Bank of California, N.A.		10/30/2000	National Association:
RECEIVING PARTY DATA			
Name:	Shop At Home, Inc.		
Street Address:	5388 Hickory Hollow Parkway		
City:	Antioch		
State/Country:	TENNESSEE		
Postal Code:	37013-3128		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	74669830	BELLA LUCE	
Serial Number:	75683348	COLLECTIBLES.COM	
Serial Number:	75683349	SHOP AT HOME NETWORK	
Serial Number:	75758579	BELLA ARGENTO	
Serial Number:	75811040	MAKING COLLECTIBLES CLICK	
CORRESPONDENCE DATA			
Fax Number:	(615)687-6993		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-238-6304		
Email:	trademarks@bonelaw.com		
Correspondent Name:	Paul W. Kruse		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 1600		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	001317-050181		

OP \$140.00 74669830

NAME OF SUBMITTER:	Paul W. Kruse
Signature:	/Paul W. Kruse/
Date:	06/22/2006

Total Attachments: 13
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as of October 30, 2000

Shop At Home, Inc.
5388 Hickory Hollow Parkway
Antioch, Tennessee 37013-3128

Ladies and Gentlemen:

Reference is made to the financing agreements (the "Financing Documents") between Shop At Home, Inc. ("Borrower") and Union Bank of California, N.A. ("Lender"). We understand that, on the Payoff Date (as hereinafter defined), Borrower expects to obtain refinancing (the "Refinancing") from Foothill Capital Corporation for the purpose of repaying in full all of the obligations and liabilities of Borrower to Lender under or in respect of the Financing Documents (the "Lender Obligations").

1. This letter will confirm that, upon receipt by Lender of:

(a) no later than 12:00 p.m., California time, on October 30, 2000, a wire transfer of immediately available funds to Lender in the aggregate amount of \$14,000,000, subject to adjustment as set forth in this paragraph 1 (as so adjusted the "Payout Amount"), in respect of unpaid principal outstanding under the Financing Documents (assuming no further loans or repayments are made); on the Payoff Date, Lender shall debit the Interest Reserve Account maintained with Lender in the amount of \$120,502.51 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being \$3,877.18 per day); and

(b) a fully-executed counterpart of this letter agreement signed by
Borrower,

(the date on which all of the foregoing conditions shall first be satisfied herein called the "Payoff Date"), all of the Lender Obligations shall be terminated and satisfied in full. If the assumptions set forth above with respect to the calculation of the principal and interest components of the Payout Amount are not correct, we will so advise Borrower and notify each of them in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal and interest. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Lender agrees to release, on and with effect from the Payoff Date, all of its security interests and liens created as security for the Lender Obligations.

2. Please transfer the Payout Amount to Union Bank of California, N.A., ABA No. 122000496, Account No. 070-196-431 (Re: Shop At Home), by wire transfer of immediately available funds, for receipt no later than 12:00 p.m., California time, on the Payoff Date.

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3. Borrower hereby confirms that the commitments of Lender to make loans under the Financing Documents are terminated as of the Payoff Date.

4. Lender will, concurrently with the satisfaction of the conditions referred to in Paragraph 1 above, execute and deliver any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary, and are presented to Lender for signature, to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Lender with respect to the Lender Obligations.

5. Lender will, as promptly as practicable upon the satisfaction of the conditions referred to in Paragraph 1 above, return to Borrower the originals of any and all promissory notes and stock certificates previously delivered to Lender in connection with the Financing Documents, such promissory notes to be duly marked "paid in full" or "cancelled" (or with written authorizations to so mark such documents after the Payoff Date actually occurs) as may be appropriate.

6. Lender shall execute and deliver to or for Borrower such additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this letter agreement, but at the sole cost and expense of Borrower.

7. Borrower acknowledges that the amounts referred to in Paragraph 1 above are enforceable obligations of it owed to Lender pursuant to the provisions of the Financing Documents and confirms its agreement to the terms and provisions of this letter by returning to Lender a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

Very truly yours,

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: LENA M. BRYANT
Title: VICE PRESIDENT

Agreed to by the undersigned:

SHOP AT HOME, INC.

By: _____
Name:
Title:

7. Borrower acknowledges that the amounts referred to in Paragraph 1 above are enforceable obligations of it owed to Lender pursuant to the provisions of the Financing Documents and confirms its agreement to the terms and provisions of this letter by returning to Lender a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

Very truly yours,

UNION BANK OF CALIFORNIA, N.A.

By: _____
Name:
Title:

Agreed to by the undersigned:

SHOP AT HOME, INC.

By: Arthur D. Tek
Name: ARTHUR D. TEK
Title: E VP, CFO

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TRANSACTION: FOOTHILL CAPITAL CORPORATION/SHOP AT HOME, INC.
(025983/0040)
UCC-3 TERMINATIONS
OCTOBER 27, 2000

Debtor	Secured Party	Filing Jurisdiction	Original File Date and Number	Termination Date and Number
COLLECTOR'S EDGE OF TENNESSEE, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Colorado	6/11/1999 19992033377	11/3/2000 20002095936
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Colorado	6/11/1999 19992033378	11/3/2000 20002095937
MFP, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Connecticut	6/11/1999 1930426	11/3/2000 2032318
SAH-NEW YORK LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Connecticut	12/22/1999 1968545	11/3/2000 2032319
SAH-NORTHEAST CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Connecticut	12/22/1999 1968546	11/3/2000 2032320

Debtor	Secured Party	Filing Jurisdiction	Original File Date and Number	Termination Date and Number
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Connecticut	12/22/1999 1930411	11/3/2000 2032321
MFP, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of the Commonwealth Massachusetts	6/11/1999 638618	11/3/2000 011385
SAH-BOSTON LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of the Commonwealth Massachusetts	12/22/1999 683099	11/3/2000 011382
SAH-NORTHEAST CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of the Commonwealth Massachusetts	12/22/1999 683101	11/3/2000 011384
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of the Commonwealth Massachusetts	6/11/1999 638619	11/3/2000 011385
MFP, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Boston City, Massachusetts	6/11/1999 417468	11/3/2000 417468
SAH-BOSTON LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Boston City, Massachusetts	12/22/1999 422222	11/3/2000 422222

Debtor	Secured Party	Filing Jurisdiction	Original File Date and Number	Termination Date and Number
SAH-NORTHEAST CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Boston City, Massachusetts	12/22/1999 422223	11/3/2000 422223
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Boston City, Massachusetts	6/11/1999 417469	11/3/2000 417469
BROADCAST, CABLE & SATELLITE TECHNOLOGIES, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	6/11/1999 992027023	11/3/2000 200-040516
COLLECTOR'S EDGE OF TENNESSEE, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	6/11/1999 992027021	11/3/2000 200-040515
MFP, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	6/11/99 992027020	11/3/2000 200-040514
SAH-BOSTON LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	12/28/1999 992058265	11/3/2000 200-040513

Debtor	Secured Party	Filing Jurisdiction	Original File Date and Number	Termination Date and Number
SAH-HOUSTON CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	12/28/1999 992058262	11/3/2000 200-040512
SAH-HOUSTON LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	12/28/1999 992058263	11/3/2000 200-040511
SAH-NEW YORK LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	12/28/1999 992058266	11/3/2000 200-040510
SAH-NORTHEAST CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	12/28/1999 992058264	11/3/2000 200-040509
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	6/15/1999 993032765	11/3/2000 200-040508
URBAN BROADCASTING SYSTEMS, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Tennessee	6/11/1999 992027022	11/3/2000 200-040507

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Debtor	Secured Party	Filing Jurisdiction	Original File Date and Number	Termination Date and Number
BROADCAST,CABLE & SATELLITE TECHNOLOGIES, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Texas	6/11/99 99-0018008	11/3/2000 00-875185
SAH-HOUSTON CORPORATION c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Texas	12/22/1999 99-00251928	11/3/2000 00-875186
SAH-HOUSTON LICENSE CORP. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Texas	12/22/1999 99-00251930	11/3/2000 00-875187
SHOP AT HOME, INC. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Texas	6/11/1999 99-00118009	11/3/2000 00-875188
URBAN BROADCASTING SYSTEMS, INC. c/o Shop At Home, Inc. 5388 Hickory Hollow Parkway Antioch, TX 37013	Union Bank of California, N.A., As Administrative Agent 445 South Figueroa Street, 16 th Floor Los Angeles, CA 90071	Secretary of State Texas	6/11/1999 99-00118010	11/3/2000 00-875189

SHOP AT HOME, INC.
5388 Hickory Hollow Parkway
Antioch, Tennessee 37013

DISBURSEMENT LETTER

October 30, 2000

Foothill Capital Corporation
2450 Colorado Avenue
Suite 3000 West
Santa Monica, California 90404

Attention: Structured Finance Manager

Ladies and Gentlemen:

The undersigned, Shop At Home, Inc., a Tennessee corporation, (the "Borrower"), refers to the Loan and Security Agreement, dated as of October 30, 2000 (as amended or otherwise modified from time to time, the "Loan Agreement"), entered into by and among the Borrower and Foothill Capital Corporation (the "Lender"), and hereby give you notice pursuant to Section 2.3(a) of the Loan Agreement that the undersigned hereby requests an Advance under the Loan Agreement, and in that connection sets forth below the information relating to such Borrowing as required by Section 2.3(a) of the Loan Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Loan Agreement.

- (i) The requested Funding Date is October 30, 2000.
- (ii) The amount of the Borrowing is \$20,000,000.00.
- (iii) The proceeds of the Advance should be made available to the undersigned by transferring such proceeds in accordance with the instructions attached hereto as Schedule A.

The undersigned certifies that (i) the representations and warranties contained in Section 5 of the Loan Agreement and in each other Loan Document and certificate or other writing delivered to the Lender pursuant thereto on or prior to the date hereof are true and correct on and as of the date hereof as though made on and as of the date hereof, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall be true and correct on and as of such date), (ii) no Default or Event of Default has occurred and is continuing or will result from the making of the Advance or will occur or will be continuing on the date of the Advance and (iii) all applicable conditions set forth in Section 3 of the Loan Agreement have been satisfied as of the date hereof.

Very truly yours,

Shop At Home, Inc.

By: Arthur D. Telle

Name:

Title:

**SCHEDULE A
TO
DISBURSEMENT LETTER**

Payment Instructions

1. Pay off to Union Bank of California, N.A.: \$14,000,000.00

Union Bank of California, N.A.
ABA No. 122000496
Account No. 070-196-431
Reference: Shop At Home

2. Fees and charges of Lender: \$ 300,000.00

3. Legal Fees and Charges of Schulte Roth & Zabel LLP: \$ 117,672.12

Citibank N.A.
ABA No. 021000089
For Credit to Schulte Roth & Zabel LLP
Account No. 43346802
Reference: 025983/0040 LSG

4. Legal Fees and Charges of Leventhal, Senter & Lerman, P.L.L.C. \$ 5,000.00

Bank of America
ABA No. 054001204
For Credit to Leventhal Senter & Lerman, P.L.L.C.
Account No. 0019 1421 1159
Attention: Jay E. Chang (202) 624-5137
 Chyla D. Evans (202) 624-5136

5. Borrower's Designated Account \$ 5,577,327.88

Union Bank of California, N.A.
ABA No. 122000496
Account No. 200125490-01
Account Name: Shop At Home, Inc.
Attention: Bonnie Mullen