

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
Foothill Capital Corporation		10/30/2002	CORPORATION: COLORADO

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: 12

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:	75811039	GET REAL
Serial Number:	75811040	MAKING COLLECTIBLES CLICK
Serial Number:	76026662	WE'RE NOT.COMMON
Serial Number:	76026663	PEACE OF MIND GUARANTEE
Serial Number:	76258995	SHOPATHOMETV.COM
Serial Number:	76258996	SHOPATHOMETV.COM
Serial Number:	76258997	SHOPATHOMETV.COM
Serial Number:	76258998	SHOPATHOMETV.COM

CORRESPONDENCE DATA

OP \$315.00 74669830

Fax Number: (615)687-6993
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
NAME OF SUBMITTER:	Paul W. Kruse
Signature:	/Paul W. Kruse/
Date:	06/22/2006

Total Attachments: 8
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CLOSING STATEMENT AND DISBURSEMENT SCHEDULE

This references the Share Purchase Agreement dated August 14, 2002, between Scripps Networks, Inc. ("SNI") and Summit America Television, Inc. (formerly known as Shop At Home, Inc.) ("SATH"), as amended October 31, 2002 (the "Purchase Agreement"); and also references the Loan and Security Agreement dated October 231, 2002 between The E.W. Scripps Company ("EWSC") and SATH (the "Loan Agreement"). SNI and EWS are sometimes referred to herein collectively as "Scripps."

The following sets out the disbursements made and use of funds so disbursed pursuant to the closing of the transactions contemplated in the Purchase Agreement and the Loan Agreement:

Payments Due to SATH From Scripps

Purchase Price payable by SNI to SATH under the Purchase Agreement	\$49,500,000.00
Loan Proceeds payable from EWSC to SATH under the Loan Agreement	47,500,000.00
Less amount payable to SNI from SATH for due diligence investigation	(100,000.00)
Plus reimbursement from Scripps of one-half of fee paid by SATH to Foothill Capital for amendment to senior loan facility	<u>75,000.00</u>
Total amount due to SATH from Scripps	<u>\$96,975,000.00</u>

Use of Funds

Amount payable to J.P. Morgan Trust Company, as Trustee, in order to redeem SATH's 11% Senior Secured Notes due 2005 (payoff letter attached)	\$80,500,318.00
Amount payable to Foothill Capital to be applied to payment of senior credit facility (payoff letter attached) (see Item 1 below)	<u>16,474,682.00</u>
Total Amount Disbursed	<u>\$96,975,000.00</u>

1. The total amount due to Foothill Capital to pay senior credit facility in full is \$17,710,364.64 (see payoff letter attached). A total of \$1,235,682.64, representing the difference between the amount disbursed out of payments made by Scripps and the total amount due, has been paid by SATH to Foothill Capital on this date by wire transfer

2. SATH has paid or will pay the recording fees and taxes associated with the perfection of security interests in collateral for the loan made under the Loan Agreement.

The undersigned acknowledge the receipt of this Disbursement Schedule and Closing Statement, agree to the correctness thereof, and hereby authorizes and ratify the disbursement of all funds as set forth herein.

SCRIPPS NETWORKS, INC.

By: _____

Name: _____

Title: _____

THE E. W. SCRIPPS COMPANY

By: _____

Name: _____

Title: _____

SUMMIT AMERICA TELEVISION, INC.

By: *George Ditomassi*

Name: _____

Title: *President*

The undersigned acknowledge the receipt of this Disbursement Schedule and Closing Statement, agree to the correctness thereof, and hereby authorizes and ratify the disbursement of all funds as set forth herein.

SCRIPPS NETWORKS, INC.

By: 

Name: _____

Title: _____

THE E.W. SCRIPPS COMPANY

By: 

Name: _____

Title: _____

SUMMIT AMERICA TELEVISION, INC.

By: _____

Name: _____

Title: _____

October 30, 2002

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

RE: Loan and Security Agreement dated as of August 1, 2001, as amended, (the "Loan Agreement"), between Shop At Home, Inc. (the "Borrower") and Foothill Capital Corporation (the "Lender")

Ladies and Gentlemen:

We understand that, on October 31, 2002 (the "Payoff Date"), Borrower expects to obtain the proceeds of an investment from The E.W. Scripps Company, a portion of which will be used for the purpose of repaying in full all of the outstanding principal and accrued interest, fees and expenses owing in respect of the obligations or indebtedness of the Borrower to the Lender under the Loan Agreement (collectively, the "Obligations").

This letter shall confirm that as of the close of business on October 30, 2002 (the "Determination Date"), the amounts necessary to pay in full the Obligations owing under the Loan Agreement and the other loan, guaranty and collateral documents executed or delivered in connection with the Loan Agreement (collectively, the "Loan Documents") are as follows:

Outstanding Principal Balance as of the Determination Date	\$17,500,062.00
Accrued and Unpaid Interest through and including the Determination Date	\$100,302.64
Monthly Service Fee	\$5,000.00
Prepayment Fee	\$175,000.00
Unused Line Fee	\$00.00
Expense Reserve ¹	\$30,000.00
<i>less</i> the refund owed to the Borrower pursuant to Section 3 of the Third Amendment to the Loan Agreement dated September 3, 2002	(\$100,000.00)
Total:	\$17,710,364.64

(such total amount is hereinafter referred to as the "Payoff Amount").

¹ To the extent that the actual expenses incurred are less than the Expense Reserve Amount, such balance will be refunded to the Borrower within 90 days of the Payoff Date. The Expense Reserve will be held by the Lender to pay for any costs and expenses incurred by the Lender in connection with the Payoff or otherwise incurred by the Lender in connection with the Loan Agreement and not reflected in the Payoff Amount or the Current Legal Expenses (as defined herein).

Shop At Home, Inc.
October 30, 2002
Page 2

In addition, the Borrower agrees to pay the legal fees and costs of the Lender incurred through the date hereof in the amount of \$31,000 ("Current Legal Expenses"), which amount shall be paid by the Borrower directly to Schulte Roth & Zabel LLP, counsel to the Lender and prior to the Payoff Date.

The Lender reserves the right to revise the Payoff Amount from time to time to the extent that, prior to the Payoff Date, (i) additional borrowings are made or outstanding Advances are repaid, (ii) additional expenses are incurred by the Lender under the Loan Documents, or (iii) default interest becomes payable under the Loan Agreement. If payment of the full amount of the Payoff Amount is not received by the Lender on or before 11:00 a.m. California time on the Payoff Date, additional interest (the "Additional Interest") shall accrue in the amount of \$ 3,342.03 per diem (assuming that no change in the principal balance has occurred), provided, that the Payoff Amount set forth herein shall cease to be effective, and this letter shall expire, if the Payoff Amount is not received prior to 11:00 a.m. California time November 1, 2002.

The Payoff Amount and the Additional Interest or additional Unused Line Fee, if any, must be paid by transfer of immediately available funds directed as follows:

Bank Name:	JPMorgan Chase Bank
ABA #:	021000021
Account #:	323-266193
Account Name:	Foothill Capital Corporation
Reference:	Shop At Home, Inc.

The Lender hereby further agrees that, upon receipt by the Lender of the Payoff Amount and the Additional Interest or additional Unused Line Fee, if any, and payment of the Current Legal Expenses, (i) all security interests in all real and personal property assets of the Borrower and the Guarantors granted in favor of the Lender as security for the Borrower's Obligations under the Loan Agreement and the other Loan Documents shall be deemed released, (ii) the Lender hereby authorizes the Borrower to file Uniform Commercial Code termination statements for each Uniform Commercial Code financing statement set forth in Schedule I hereto, (iii) the Lender shall execute and deliver to the Borrower such other termination statements, lien releases, mortgage releases, and other similar discharge or release documents (and if applicable, in recordable form) as the Borrower may reasonably request and as are reasonably necessary to release, as of record, the security interests, financing statements, and other notices of security interests and liens previously filed by Lender with respect to the Obligations, in each case without representation, recourse or warranty whatsoever and at the sole cost and expense of the Borrower, and (iv) the Lender agrees to deliver to the Borrower the stock certificates described in Schedule II hereto.

Shop At Home, Inc.

October 30, 2002

Page 3

The Borrower acknowledges that the Payoff Amount and the Current Legal Expenses referred to above are enforceable obligations of it owed to the Lender pursuant to the provisions of the Loan Documents.

The Borrower confirms its agreement to the terms and provisions of this letter by returning to the Lender a signed counterpart of this letter. This letter may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same letter. In making proof of this letter, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

Except as otherwise expressly defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

This letter agreement shall be governed by the laws of the State of New York.

[The remainder of this page is intentionally left blank]

Very truly yours,

**FOOTHILL CAPITAL CORPORATION, as
Lender**

By: Xavier Gannon
Name: Xavier Gannon
Title: Vice President

Agreed to this 30 day
of October, 2002:

SHOP AT HOME, INC.

By: _____
Name: George J. Phillips
Title: Secretary

Shop At Home, Inc.
October 30, 2002
Page 4

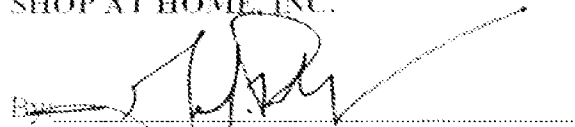
Very truly yours,

**FOOTHILL CAPITAL CORPORATION, as
Lender**

By:
Name:
Title:

Agreed to this 30 day
of October, 2002:

SHOP AT HOME, INC.


Name: George J. Phillips
Title: Secretary