

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shop At Home Network, LLC		06/23/2006	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Shop at Home Holdings, Inc.
<b>Street Address:</b>	5388 Hickory Hollow Parkway
<b>City:</b>	Antioch
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37013
<b>Entity Type:</b>	CORPORATION: TENNESSEE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	76470588	CHEF'S SIGNATURE
Serial Number:	76470589	CHEF'S SIGNATURE
Serial Number:	78152336	CULINARY INTEGRITY
Serial Number:	76433892	COOK'S ELITE
Serial Number:	76397029	SHOP NEW YORK
Serial Number:	76491306	FRENCH COLLECTION BY CULINARY INTEGRITY
Serial Number:	76543622	AUTO RECEIVE
Serial Number:	76503573	CULINARY INTEGRITY
Serial Number:	76605069	212
Serial Number:	76605070	TWOTWELVE
Serial Number:	76491305	CULINARY INTEGRITY
Serial Number:	75758579	BELLA ARGENTO
Serial Number:	74669830	BELLA LUCE

CH \$840.00 76470588

Serial Number:	75811039	GET REAL
Serial Number:	75811040	MAKING COLLECTIBLES CLICK
Serial Number:	76026663	PEACE OF MIND GUARANTEE
Serial Number:	75683348	COLLECTIBLES.COM
Serial Number:	75683349	SHOP AT HOME NETWORK
Serial Number:	76470561	CHEF'S SIGNATURE
Serial Number:	76258998	SHOPATHOMETV.COM
Serial Number:	76470590	CHEF'S SIGNATURE
Serial Number:	76026662	WE'RE NOT.COMMON
Serial Number:	76258995	SHOPATHOMETV.COM
Serial Number:	76258996	SHOPATHOMETV.COM
Serial Number:	76605981	SHOP AT HOME NETWORK
Serial Number:	76575153	BELLA ARGENTO
Serial Number:	76258997	SHOPATHOMETV.COM
Serial Number:	76650563	SHOP AT HOME
Serial Number:	76628291	TWOTWELVE 212
Serial Number:	76628293	212
Serial Number:	76628290	TWOTWELVE
Serial Number:	76637395	CHEF'S GOLD
Serial Number:	76614412	SHOP AT HOME

**CORRESPONDENCE DATA**

Fax Number: (615)742-0410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 615-742-7760  
Email: trademarks@bassberry.com  
Correspondent Name: Robert L. Brewer  
Address Line 1: 315 Deaderick Street  
Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	113587-000
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	11/10/2006

Total Attachments: 4

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## ASSIGNMENT OF SERVICE MARKS AND TRADE MARKS

WHEREAS, Assignor (as defined below) and Assignee (as defined below), together with the other parties named therein, are parties to that certain Asset Sale and Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to sell certain assets to Assignee, and Assignee has agreed to purchase such assets;

WHEREAS, pursuant to the Purchase Agreement, Shop At Home Network, LLC, a Tennessee limited liability company ("Assignor"), has agreed to assign to Assignee (as defined below) all of Assignor's right, title and interest in and to the service marks and trademarks identified on Schedule A attached hereto and made a part hereof; and

WHEREAS, pursuant to the Purchase Agreement, Shop at Home Holdings, Inc., a Tennessee corporation ("Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in and to said service marks and trademarks, including the common law rights related thereto, and all rights in the goodwill of the business appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the validity and receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee all right, title and interest in and to the service marks and trademarks listed on Schedule A attached hereto, including the common law rights related thereto, together with the goodwill of the business symbolized by said service marks and trademarks, registrations and applications, together with all claims for damages by reason of infringement of same, with the right (but not the obligation) to sue and collect for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past, present and future acts of infringement that have occurred or may occur. It is expressly acknowledged that with respect to the service marks and trademarks listed on Schedule A for which registration is being sought under the intent-to-use provision of the Trademark Act (15 U.S.C. §1051(b)), Assignor is assigning such service marks and trademarks as part of the entire business or portion thereof to which those service marks and trademarks pertain.

At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignors further covenant that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the service marks and trademarks listed on Schedule A and all legal equivalents as may be known or accessible to Assignor.



**SCHEDULE A**

	Mark	Serial No.
1.	CHEF'S SIGNATURE & Design	76/470,588
2.	CHEF'S SIGNATURE	76/470,589
3.	CULINARY INTEGRITY	78/152,336
4.	COOK'S ELITE	76/433,892
5.	SHOP NEW YORK & Design	76/397,029
6.	FRENCH COLLECTION BY CULINARY INTEGRITY	76/491,306
7.	AUTO RECEIVE	76/543,622
8.	CULINARY INTEGRITY & Design	76/503,573
9.	212	76/605,069
10.	TWOTWELVE	76/605,070
11.	CULINARY INTEGRITY	76/491,305
12.	BELLA ARGENTO	75/758,579
13.	BELLA LUCE	74/669,830
14.	GET REAL	75/811,039
15.	MAKING COLLECTIBLES CLICK	75/811,040
16.	PEACE OF MIND GUARANTEE	76/026,663
17.	COLLECTIBLES.COM	75/683,348
18.	SHOP AT HOME NETWORK & Design	75/683,349
19.	CHEF'S SIGNATURE & Design	76/470,561
20.	SHOPATHOMETV.COM	76/258,998
21.	CHEF'S SIGNATURE	76/470,590
22.	WE'RE NOT COMMON	76/026,662
23.	SHOPATHOMETV.COM	76/258,995
24.	SHOPATHOMETV.COM	76/258,996
25.	SHOP AT HOME NETWORK	76/605,981
26.	BELLA ARGENTO	76/575,153
27.	SHOPATHOMETV.COM	76/258,997

**SCHEDULE A**

	Mark	Serial No.
28.	SHOP AT HOME	76/650,563
29.	TWOTWELVE 212 & Design	76/628,291
30.	212	76/628,293
31.	TWOTWELVE	76/628,290
32.	CHEF'S GOLD	76/637,395
33.	SHOP AT HOME & Design	76/614,412