

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shop at Home Holdings, Inc.		09/09/2008	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1525 West W.T. Harris Boulevard
<b>Internal Address:</b>	3 Central 6B
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2920170	AUTO RECEIVE
Registration Number:	2610800	BELLA ARGENTO
Registration Number:	1979532	BELLA LUCE
Registration Number:	3015898	CHEF'S SIGNATURE
Registration Number:	2799980	CHEF'S SIGNATURE
Registration Number:	3015897	CHEF'S SIGNATURE
Registration Number:	2808099	CHEF'S SIGNATURE
Registration Number:	2849363	CULINARY INTEGRITY
Registration Number:	2923874	CULINARY INTEGRITY
Registration Number:	2513268	GET REAL
Registration Number:	2472296	MAKING COLLECTIBLES CLICK
Registration Number:	3014759	SHOP AT HOME
Registration Number:	2679341	SHOP AT HOME NETWORK

**OP \$515.00 2920170**

Registration Number:	3014649	SHOP AT HOME NETWORK
Registration Number:	2614799	SHOPATHOMETV.COM
Registration Number:	2614800	SHOPATHOMETV.COM
Registration Number:	2670640	SHOP NEW YORK
Registration Number:	3225418	212
Serial Number:	76681746	JRT EXOTICS
Serial Number:	76628291	TWOTWELVE 212

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704 331 5792  
Email: donna.millard@klgates.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor  
Address Line 2: K & L Gates LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	17366.210 WACHOVIAMULTIME
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	09/09/2008

**Total Attachments: 6**

source=ShoptAtHomeHoldingsInc#page1.tif  
source=ShoptAtHomeHoldingsInc#page2.tif  
source=ShoptAtHomeHoldingsInc#page3.tif  
source=ShoptAtHomeHoldingsInc#page4.tif  
source=ShoptAtHomeHoldingsInc#page5.tif  
source=ShoptAtHomeHoldingsInc#page6.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 9, 2008 by and between SHOP AT HOME HOLDINGS, INC., a Tennessee corporation (the "Grantor"), having its chief executive office at 10001 Kingston Pike, Knoxville, Tennessee 37922, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, 3 Central 6B, Charlotte, North Carolina 28262, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Multimedia Commerce Group, Inc. ("MCG"), America's Collectibles Network, Inc. ("ACN") (MCG and ACN together, the "Borrowers"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among the Borrowers, certain of their Subsidiaries party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SHOP AT HOME HOLDINGS, INC., as Grantor

By: *F. Robert Hall*  
Name: F. Robert Hall  
Title: Chairman and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF KNOX

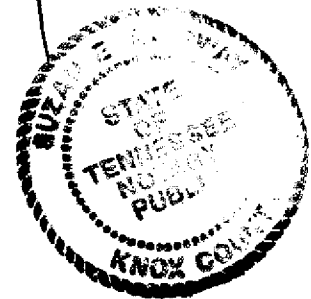
I, *Suzan E. Ridgway*, a Notary Public for said County and State, do hereby certify that F. Robert Hall personally appeared before me this day and stated that (s)he is Chairman & CEO of Shop at Home Holdings, Inc. and acknowledged, on behalf of Shop at Home Holdings, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 4<sup>th</sup> day of Sept., 2008

*Suzan E. Ridgway*  
Notary Public

My commission expires:

July 26, 2011




[Signature Pages Continue]

[Trademark Security Agreement – Shop at Home Holdings, Inc.]

TRADEMARK  
REEL: 003849 FRAME: 0253

Agreed and Accepted as of the  
date first written above.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

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

**Patrick A. McGovern**  
Senior Vice President

## SCHEDULE A

### Trademarks

#### Registered Trademarks:

Owner	Mark	Registration Number	Registration Date	Affidavit of Use/Renewal Due	Affidavit of Use/Renewal Filed
Shop at Home Holdings, Inc.	Auto Receive® (Supplemental Register)	2,920,170	1/18/2005	1/18/2011	Not yet due
	Bella Argento® (Supplemental Register)	2,610,800	8/20/2002	02/20/2009	Not yet due
	Bella Luce®	1,979,532	6/11/1996	N/A	Filed
	Chef's Signature®	3,015,898	11/15/2005	11/15/2011	Not yet due
	Chef's Signature®	2,799,980	12/30/03	12/30/2009	Not yet due
	Chef's Signature and Design ®	3,015,897	11/15/2005	11/15/2011	Not yet due
	Chef's Signature and Design ®	2,808,099	1/27/04	1/27/2010	Not yet due
	Culinary Integrity®	2,849,363	6/1/04	06/01/2010	Not yet due
	Culinary Integrity®	2,923,874	2/1/2005	02/01/2011	Not yet due
	Get Real®	2,513,268	11/27/01	N/A	Filed
	Making Collectibles Click®	2,472,296	7/24/2001	N/A	Filed
	Shop at Home and Design ®	3,014,759	11/15/2005	11/15/2011	Not yet due
	Shop At Home Network & Design ®	2,679,341	1/28/2003	01/28/2009	To expire
	Shop At Home Network ®	3,014,649	11/15/2005	11/15/2011	Not yet due
	Shopathometv.com® (stylized)	2,614,799	9/3/2002	Due 9/3/08	To expire
	Shopathometv.com®	2,614,800	9/3/2002	N/A	Filed
	Shop New York and Design ® (Supplemental Register)	2,670,640	12/31/2002	12/31/08	Not yet due
212		3,225,418	4/3/2007	4/3/2013	Not yet due

#### Pending Trademarks:

Owner	Mark	Serial Number	Application Date
Shop at Home Holdings, Inc.	JRT Exotics*	76681746	9/11/2007
	TwoTwelve 212†	76628291	1/19/2005

\* Applicant was Shop At Home LLC. The United States Patent and Trademark Office issued a rejection of this application. It will not be pursued. Shop at Home Holdings, Inc. has a limited inventory of watch bands to sell under this mark. They will be sold and a new mark selected.

† The time for filing a statement of use has expired. This application has therefore it has been abandoned.

**SCHEDULE B**

**Trademark Licenses**

Licensed Trademarks (Licensed to Shop at Home LLC) (Registrations to lapse):

Owner	Licensee	Date	Mark	Registration Number	Registration Date	Products
Shop at Home Holdings, Inc.	Shop at Home LLC	03/18/2008	Shop at Home and Design ®	3,014,759	11/15/2005	coins, cutlery, (e.g., knives, swords), sports memorabilia and electronic products
			Shop At Home Network & Design ®	2,679,341 <sup>3</sup>	1/28/2003	
			Shop At Home Network ®	3,014,649	11/15/2005	
			Shopathometv.com® (stylized)	2,614,799*	9/3/2002	
			Shopathometv.com®	2,614,800	9/3/2002	

<sup>3</sup> Applicant was Shop At Home LLC. The United States Patent and Trademark Office issued a rejection of this application. It will not be pursued. Shop at Home Holdings, Inc. has a limited inventory of watch bands to sell under this mark. They will be sold and a new mark selected.