

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shop at Home, LLC		04/28/2008	LIMITED LIABILITY COMPANY: TENNESSEE
Shop at Home Holdings, Inc.		04/28/2008	CORPORATION: TENNESSEE
America's Collectibles Network, Inc. d/b/a Jewelry Television		04/28/2008	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Silver Towne, L.P.		
Street Address:	120 East Union City Pike		
Internal Address:	P.O. Box 424		
City:	Winchester		
State/Country:	INDIANA		
Postal Code:	47394		
Entity Type:	LIMITED PARTNERSHIP: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3296142	THE COIN VAULT	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 237-0300		
Email:	james.saul@bakerd.com, inteas@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	James J. Saul		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	977668.2		

CH \$40.00 3296142

NAME OF SUBMITTER:	James J. Saul
Signature:	/James J. Saul/
Date:	10/09/2008
Total Attachments: 2 source=20081009125952#page1.tif source=20081009125952#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") effective as of April ~~28~~, 2008, is entered into by and between Shop at Home, LLC, a Tennessee limited liability company ("SAH"), Shop at Home Holdings, Inc., a Tennessee corporation ("SAHH") and America's Collectibles Network, Inc. d/b/a Jewelry Television®, a Tennessee corporation ("JTV"). (collectively, "Assignors") and Silver Towne, L.P., a limited partnership organized under the laws of the State of Indiana ("Assignee").

WHEREAS, SAH has adopted and used and is the owner of the trademark THE COIN VAULT (the "Mark"), for which it obtained U.S. Registration No. 3296142 for (1) computerized on-line retail store and home shopping services by means of television featuring a wide variety of consumer goods, including coins and collectible coins and (2) entertainment services in the nature of ongoing television programs in a home-shopping television format (the "Registration"); and

WHEREAS, Assignee wishes to acquire the above Mark and Registration, and the good will of the coin and collectible coins business symbolized by the Mark, along with any and all common law rights Assignors may possess, and as provided below, a license to use the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign, transfer and quitclaim to Assignee any and all right, title and interest of Assignors, individually or jointly, in and to the Mark and the Registration, and the good will of the coin and collectible coins business symbolized by the Mark,, including all other registrations of the Mark and applications to register the Mark, wherever granted or pending, and all common law rights in the Mark. Assignors warrant that this Assignment is authorized, that there has been no prior transfer or assignment of the Mark by any of Assignors to any third party and that the Mark and Registration is assigned free and clear of any lien, security interest or encumbrance created by or through any of Assignors. Assignors disclaim all other warranties, express or implied, regarding the mark or the Registration.

Should this Assignment be deemed invalid or fail for any other reason, for the consideration recited above, Assignors, jointly and severally, hereby grant to Assignee a world-wide, fully paid, irrevocable, exclusive, assignable and sub-licensable license to use the Mark, so long as the quality of goods and services provided under the Mark are of the same general quality as the goods and services provided by SAH prior to the granting of this license. For clarity, Assignors retain no right to use the Mark under this license. Upon the request of any party and at the requesting party's expense, if any out of pocket costs are required, the party receiving the request shall take any actions and sign any documents reasonably necessary to give effect to this license grant.

This Assignment and the rights granted to Assignee herein shall be binding on Assignors' respective successors in interest, assignors, agents, officers, directors, principals and employees.

SHOP AT HOME, LLC

By: Charles Wagner

Title: Vice Chairman & Secretary

AMERICA'S COLLECTIBLES NETWORK, INC.

By: J. Robert Hall

Title: Chairman

SHOP AT HOME HOLDINGS, INC.

By: J. Robert Hall

Title: President