

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Trademark Rights																																										
CONVEYING PARTY DATA																																											
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900144076

TRADEMARK
REEL: 004069 FRAME: 0476

CH \$915.00 2687259

Registration Number:	2522337	RACE FANS
Registration Number:	2999055	TECHNIQUE
Registration Number:	2692526	TODAY'S SPECIAL VALUE
Registration Number:	3014743	TODAY'S SPECIAL VALUE
Registration Number:	2330450	TODAY'S SPECIAL VALUE
Registration Number:	3075278	TODAY'S SPECIAL VALUE
Registration Number:	1900678	NORTHERN NIGHTS
Registration Number:	2025162	NORTHERN NIGHTS
Registration Number:	1914291	Q
Registration Number:	3394771	Q QVC
Registration Number:	3525384	Q QVC
Registration Number:	1995906	QCARD
Registration Number:	2098066	QVC
Registration Number:	1945357	QVC
Registration Number:	2015779	QVC
Registration Number:	1455889	QVC
Registration Number:	2785413	QVC
Registration Number:	3177645	QVC
Registration Number:	2512386	QVC @ THE MALL
Registration Number:	2509650	QVC @ THE MALL
Registration Number:	2842704	QVC @ THE MALL WELCOME
Registration Number:	1937850	QVC LOCAL
Registration Number:	2738611	QVC.COM
Registration Number:	1930782	QVC

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	138535-5
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NAME OF SUBMITTER:	Jean Paterson
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TRADEMARK
REEL: 004069 FRAME: 0477

Signature:	/jep/
Date:	09/28/2009
Total Attachments: 9 source=9-28-09 QVC-TM#page1.tif source=9-28-09 QVC-TM#page2.tif source=9-28-09 QVC-TM#page3.tif source=9-28-09 QVC-TM#page4.tif source=9-28-09 QVC-TM#page5.tif source=9-28-09 QVC-TM#page6.tif source=9-28-09 QVC-TM#page7.tif source=9-28-09 QVC-TM#page8.tif source=9-28-09 QVC-TM#page9.tif	

AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of June 16, 2009 and amended and restated as of September 25 2009 is made by QVC, Inc., a Delaware corporation, located at Studio Park, 1200 Wilson Drive, MC 203, West Chester, Pennsylvania 19382 (the "Borrower") and ER Marks, Inc., a Delaware corporation, located at 3411 Silverside Rd, Wilmington, DE 19810 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a Delaware corporation, located at 1111 Fannin Street, Houston, Texas 77002, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in that certain amended and restated Security Agreement dated September 25, 2009) in connection with (a) the Credit Agreement, dated as of March 3, 2006, as amended and restated as of June 16, 2009 (as further amended, supplemented or otherwise modified from time to time, the "JPM Credit Agreement"), among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the banks and other financial institutions or entities parties thereto as "Lenders" (the "JPM Lenders"), Mizuho Corporate Bank, Ltd., Calyon New York Branch and Royal Bank of Scotland PLC, as Documentation Agents, and Wachovia Capital Markets, LLC, as Syndication Agent, (b) the Credit Agreement, dated as of October 4, 2006 as amended and restated as of June 16, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Wachovia Credit Agreement"; together with the JPM Credit Agreement, collectively the "Credit Agreements") among the Borrower, Wachovia Bank, N.A., a North Carolina corporation, located at 1525 West W.T. Harris Blvd. Charlotte, North Carolina 28262, as Administrative Agent, the banks and other financial institutions or entities parties thereto as "Lenders" (the "Wachovia Lenders"; together with the JPM Lenders, collectively, the "Lenders"), Royal Bank of Scotland PLC, Fortis Bank SA/NV, New York Branch and Bank of Tokyo-Mitsubishi UFJ, Ltd., as Documentation Agents, and J.P. Morgan Securities Inc. and Bank of America, N.A., as Syndication Agents and (c) the Borrower's 7.50% Senior Secured Notes due 2019 (the "Notes") issued pursuant to the Indenture (the "Indenture") dated as of September 25, 2009, by and among the Borrower, each additional Grantor and US Bank Corporate Trust, as trustee (in such capacity, the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreements, the Lenders have severally agreed to make or maintain Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreements and the Indenture, the Borrower has executed and delivered a Security Agreement, dated as of June 16, 2009 as amended and restated as of September 25, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") and the Grantor has executed and delivered an Assumption Agreement dated as of September 16, 2009 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement") pursuant to which the Grantor became a party to the Subsidiary Guarantee Agreement as a Guarantor thereunder and expressly assumed the obligations of a Guarantor thereunder;

WHEREAS, pursuant to the Credit Agreements, the Borrower and certain affiliates of the Borrower entered into a Grant of Security Interest in Trademark Rights dated of June 16, 2009 (the "Existing Agreement") in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to the Subsidiary Guarantee Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower and Grantor have duly authorized the execution, delivery and performance of this amendment and restatement of the Existing Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make or maintain their respective extensions of credit to the Borrower under the Credit Agreements and to induce the Indenture Trustee to enter into the Indenture and to induce the Noteholders to acquire the Notes, the Borrower, the Grantor, and other affiliates of the Borrower who are parties to the Existing Agreement hereby agree with the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties, that the Existing Agreement is hereby amended and restated in its entirety as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Subsidiary Guarantee Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Borrower and Grantor hereby pledge and grant a continuing security interest in, all of the Borrower and Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower and the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties, in connection with the Security Agreement and Subsidiary Guarantee Agreement, as applicable, and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) and the Subsidiary Guarantee Agreement shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower, the Grantor and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the Subsidiary Guarantee Agreement, the terms and provisions of which (including the remedies provided for therein) are

incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement or the Subsidiary Guarantee Agreement, the terms of the Security Agreement and the Subsidiary Guarantee Agreement, as applicable, shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized to be effective as of the day and year first above written.

QVC, Inc.

By: Laurence R. Hayes

Name: Laurence R. Hayes

Title: Sr. Vice President

ER Marks, Inc.

By: Daniel Feiner

Name: Daniel Feiner

Title: President

JPMorgan Chase Bank, N.A.
as Collateral Agent for the Secured Parties

By: _____

Name: _____

Title: _____

Signature Page to Amended and Restated Security Interest in Trademark Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized to be effective as of the day and year first above written.

QVC, Inc.

By: _____
Name:
Title:

ER Marks, Inc.

By: _____
Name:
Title:

JPMorgan Chase Bank, N.A.
as Collateral Agent for the Secured Parties

By: Peter B. Thauer
Name: Peter B. Thauer
Title: Executive Director

Signature Page to Amended and Restated Security Interest in Trademark Rights

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

<u>Trademark</u>	<u>Registration or Serial Number</u>
<u>OWNER: QVC, INC.</u>	
• AFFINITY	2,687,259
• AFFINITY	2,820,780
• AMADEUS	2,772,408
• AMADEUS (stylized)	3,069,651
• BREEZIES	2,992,379
• CITIKNITS	2,599,199
• COOK'S ESSENTIALS	2,287,592
• COOK'S ESSENTIALS	2,579,762
• DENIM & CO.	1,982,121
• DIALOGUE	2,855,249
• EPIPHANY	2,748,420
• FOR RACE FANS ONLY	2,511,745
• RACE FANS	2,522,337
• TECHNIQUE	2,999,055
• TODAY'S SPECIAL VALUE	2,692,526
• TODAY'S SPECIAL VALUE	3,014,743
• TODAY'S SPECIAL VALUE	2,330,450
• TODAY'S SPECIAL VALUE	3,075,278
<u>OWNER: ER MARKS, INC.</u>	
• NORTHERN NIGHTS	1,900,678
• NORTHERN NIGHTS	2,025,162
• Q	1,914,291
• Q QVC LOGO	3,394,771
• Q QVC LOGO	3,525,384
• QCARD	1,995,906

• QVC	2,098,066
• QVC	1,945,357
• QVC	2,015,779
• QVC	1,455,889
• QVC	2,785,413
• QVC	3,177,645
• QVC @ THE MALL	2,512,386
• QVC @ THE MALL	2,509,650
• QVC @ THE MALL and design	2,842,704
• QVC LOCAL	1,937,850
• QVC.COM	2,738,611
• QVC & Design	1,930,782