

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ValueVision Media, Inc.		11/25/2009	CORPORATION: MINNESOTA
ValueVision Interactive, Inc.		11/25/2009	CORPORATION: MINNESOTA
VVI Fulfillment Center, Inc.		11/25/2009	CORPORATION: MINNESOTA
ValueVision Media Acquisitions, Inc.		11/25/2009	CORPORATION: DELAWARE
ValueVision Retail, Inc.		11/25/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Services Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	Association: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3040262	18 KARAT ELEGANCE
Registration Number:	3529022	BE GOOD TO YOURSELF
Registration Number:	3584511	BEVERLY HILLS ELEGANCE
Registration Number:	3365166	BRILLIANTE
Registration Number:	3506379	GALERIE DE BIJOUX
Registration Number:	3588909	GEM TREASURES
Registration Number:	3206874	
Registration Number:	3244187	NEW YORK COLLECTION
Registration Number:	3428030	OUR TOP VALUE

**900148989**

**TRADEMARK  
 REEL: 004106 FRAME: 0843**

**CH \$515.00 3040262**

Registration Number:	2994975	PAMELA MCCOY
Registration Number:	3587971	QUICKBUY
Registration Number:	2929420	REAL CHEF
Registration Number:	2960383	REAL CHEF
Registration Number:	3363066	RED CARPET CARE
Registration Number:	2247569	VALUEPAY
Registration Number:	2348529	VALUEVISION
Registration Number:	2989924	VAN BELINGER COLLECTION
Serial Number:	77827786	DREAM OAKS
Serial Number:	78856803	PAMELA MCCOY REVE
Registration Number:	3246507	WEEK IN REVIEW

**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:	201385
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/02/2009

**Total Attachments: 10**  
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**EXECUTION VERSION**

**TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 25th day of November, 2009 by VALUEVISION MEDIA, INC., a Minnesota corporation; VALUEVISION INTERACTIVE, INC., a Minnesota corporation; VVI FULFILLMENT CENTER, INC., a Minnesota corporation; VALUEVISION MEDIA ACQUISITIONS, INC., a Delaware corporation; and VALUEVISION RETAIL, INC., a Delaware corporation (each a "Grantor," and collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantors have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as amended, restated, supplemented or replaced from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the same meanings assigned to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all

of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantors as of the date of this Agreement.

**[signatures to appear on following page]**

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

**VALUEVISION MEDIA, INC.**

By: F. Eisenbast  
Name: Frank Eisenbast  
Title: CEO

**VALUEVISION INTERACTIVE, INC.**

By: F. Eisenbast  
Name: Frank Eisenbast  
Title: CEO

**VVI FULFILLMENT CENTER, INC.**

By: F. Eisenbast  
Name: Frank Eisenbast  
Title: CEO

**VALUEVISION MEDIA ACQUISITIONS, INC.**

By: F. Eisenbast  
Name: Frank Eisenbast  
Title: CEO

**VALUEVISION RETAIL, INC.**

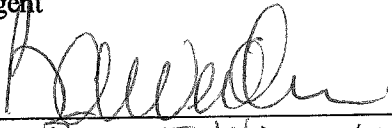
By: F. Eisenbast  
Name: Frank Eisenbast  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

S-1

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: BRUCE WETMORE  
Title: VICE PRESIDENT

**SCHEDULE 1**

Trademarks

Mark	Registration No. (Application No.)	Registration Date (Filing Date)	Status
<b>1 8 KARAT ELEGANCE</b>	<b>3,040,262</b>	<b>01/10/2006</b>	<b>REGISTERED</b>
<b>BE GOOD TO YOURSELF</b>	<b>3,529,022</b>	<b>11/04/2008</b>	<b>REGISTERED</b>
<b>BEVERLY HILLS ELEGANCE</b>	<b>3,584,511</b>	<b>03/03/2009</b>	<b>REGISTERED</b>
<b>BRILLIANTE</b>	<b>3,365,166</b>	<b>01/08/2008</b>	<b>REGISTERED</b>
<b>DREAM OAKS</b>	<b>(77/827,786)</b>	<b>(09/19/2009)</b>	<b>PENDING</b>
<b>GALERIE DE BIJOUX and Design</b>  	<b>3,506,379</b>	<b>09/23/2008</b>	<b>REGISTERED</b>
<b>GEM TREASURES</b>	<b>3,588,909</b>	<b>03/10/2009</b>	<b>REGISTERED</b>
<b>Miscellaneous Design</b>  	<b>3,206,874</b>	<b>02/06/2007</b>	<b>REGISTERED</b>
<b>NEW YORK COLLECTION</b>	<b>3,244,187</b>	<b>05/22/2007</b>	<b>REGISTERED</b>
<b>OUR TOP VALUE</b>	<b>3,428,030</b>	<b>05/13/2008</b>	<b>REGISTERED</b>
<b>PAMELA MCCOY</b>	<b>2,994,975</b>	<b>09/13/2005</b>	<b>REGISTERED</b>
<b>PAMELA MCCOY REVE</b>	<b>(78/856,803)</b>	<b>(12/06/2007)</b>	<b>PENDING</b>
<b>QUICKBUY</b>	<b>3,587,971</b>	<b>03/10/2009</b>	<b>REGISTERED</b>
<b>REAL CHEF</b>	<b>2,929,420</b>	<b>03/01/2005</b>	<b>REGISTERED</b> Assignment recorded on 08/10/2009- Alan Segal assigns entire interest to Valuevision Media, Inc.
<b>REAL CHEF</b>	<b>2,960,383</b>	<b>06/07/2005</b>	<b>REGISTERED</b> Assignment recorded on 08/10/2009- Alan Segal assigns entire interest to Valuevision Media, Inc.
<b>RED CARPET CARE</b>	<b>3,363,066</b>	<b>01/01/2008</b>	<b>REGISTERED</b>
<b>VALUEPAY</b>	<b>2,247,569</b>	<b>05/25/1999</b>	<b>REGISTERED</b>

Mark	Registration No. (Application No.)	Registration Date (Filing Date)	Status
			<b>Change of name recorded on 11/28/2003- Valuevision International, Inc. changes name to Valuevision Media, Inc.</b>
<b>VALUEVISION</b>	<b>2,348,529</b>	<b>05/09/2000</b>	<b>REGISTERED</b> <b>Change of name recorded on 11/28/2003- Valuevision International, Inc. changes name to Valuevision Media, Inc.</b>
<b>VAN BELINGER COLLECTION</b>	<b>2,989,924</b>	<b>08/30/2005</b>	<b>REGISTERED</b> <b>Change of name recorded on 11/28/2003- Valuevision International, Inc. changes name to Valuevision Media, Inc.</b>
<b>WEEK IN REVIEW</b>	<b>3,246,507</b>	<b>05/29/2007</b>	<b>REGISTERED</b>

Patents

(None)



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 19<sup>th</sup> of November, 2009, before me personally appeared Frank Elsenbast, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **VALUEVISION MEDIA, INC.**, a Minnesota corporation; **VALUEVISION INTERACTIVE, INC.**, a Minnesota corporation; **VVI FULFILLMENT CENTER, INC.**, a Minnesota corporation; **VALUEVISION MEDIA ACQUISITIONS, INC.**, a Delaware corporation; and **VALUEVISION RETAIL, INC.**, a Delaware corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such companies; and s/he desires the same to be recorded as such.

Karen Flatten  
Notary Public  
My Commission Expires: January 31, 2010



(ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

## POWER OF ATTORNEY

VALUEVISION MEDIA, INC., a Minnesota corporation; VALUEVISION INTERACTIVE, INC., a Minnesota corporation; VVI FULFILLMENT CENTER, INC., a Minnesota corporation; VALUEVISION MEDIA ACQUISITIONS, INC., a Delaware corporation; and VALUEVISION RETAIL, INC., a Delaware corporation (each a "Grantor," and collectively, the "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, dated as of November 25, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record their interests in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.


This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

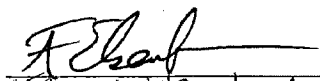
VALUEVISION MEDIA, INC.

By:   
Name: FRANK EISENBAST  
Title: CFO


VALUEVISION INTERACTIVE, INC.

By:   
Name: FRANK EISENBAST  
Title: CFO


VVI FULFILLMENT CENTER, INC.

By:   
Name: FRANK EISENBAST  
Title: CFO

VALUEVISION MEDIA ACQUISITIONS, INC.

By:   
Name: FRANK EISENBAST  
Title: CFO

VALUEVISION RETAIL, INC.

By:   
Name: FRANK EISENBAST  
Title: CFO

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 19<sup>th</sup> of November, 2009, before me personally appeared Frank Elsenbast, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **VALUEVISION MEDIA, INC.**, a Minnesota corporation; **VALUEVISION INTERACTIVE, INC.**, a Minnesota corporation; **VVI FULFILLMENT CENTER, INC.**, a Minnesota corporation; **VALUEVISION MEDIA ACQUISITIONS, INC.**, a Delaware corporation; and **VALUEVISION RETAIL, INC.**, a Delaware corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Karen Flatten

Notary Public

My Commission Expires: January 31, 2010



(ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)