

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ValueVision Media, Inc.		02/09/2012	CORPORATION: MINNESOTA
VVI Fulfillment Center, Inc.		02/09/2012	CORPORATION: MINNESOTA
ValueVision Interactive, Inc.		02/09/2012	CORPORATION: MINNESOTA
ValueVision Media Acquisitions, Inc.		02/09/2012	CORPORATION: DELAWARE
ValueVision Retail, Inc.		02/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2247569	VALUEPAY
Registration Number:	2348529	VALUEVISION
Registration Number:	2929420	REAL CHEF
Registration Number:	2960383	REAL CHEF
Registration Number:	2989924	VAN BELINGER COLLECTION
Registration Number:	3040262	18 KARAT ELEGANCE
Registration Number:	3244187	NEW YORK COLLECTION
Registration Number:	3246507	WEEK IN REVIEW
Registration Number:	3363066	RED CARPET CARE

CH \$1090.00 2247569

Registration Number:	3365166	BRILLIANTE
Registration Number:	3428030	OUR TOP VALUE
Registration Number:	3506379	GALERIE DE BIJOUX
Registration Number:	3529022	BE GOOD TO YOURSELF
Registration Number:	3584511	BEVERLY HILLS ELEGANCE
Registration Number:	3588909	GEM TREASURES
Registration Number:	3587971	QUICKBUY
Registration Number:	3818355	ENCHANTMENT
Registration Number:	3806942	925 FUSION
Registration Number:	3780979	DREAM OAKS
Registration Number:	3963436	VIVANTAGE
Registration Number:	3867689	SICURO
Serial Number:	85074558	BELITA
Serial Number:	85056282	SHOPVVN
Serial Number:	85056266	SHOPYLN
Serial Number:	85056252	SHOPYES
Serial Number:	85056243	SHOPHQ
Serial Number:	85056224	SHOPYSN
Serial Number:	85091434	VVTV
Registration Number:	3867309	VALUESHIPPING
Registration Number:	3967139	TODAY'S TOP VALUE
Registration Number:	4011927	GENEOLOGY FASHION DNA
Serial Number:	85246598	TRINITY
Serial Number:	85246621	COZELLE
Serial Number:	85246653	AMELIA & BLAKE
Serial Number:	85349396	SILICORO
Registration Number:	4090461	SEMPREGOLD
Serial Number:	85326177	CAMBRIDGE DIAMONDS
Serial Number:	85274593	DÉSORO
Serial Number:	85433027	COMFORTTOUCH
Serial Number:	85440147	KATE & MALLORY
Serial Number:	85375395	VIALE18
Serial Number:	85382460	CADEAUX
Registration Number:	4057088	SICURO

Fax Number: (215)557-2049
Phone: (215) 988-6991
Email: tarbox@blankrome.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01302
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	02/16/2012

Total Attachments: 13

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EXECUTION VERSION

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of February 9, 2012 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 (collectively, the "Grantors"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity "Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantors (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") 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, modified or replaced from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors 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:

I. Incorporation of Loan Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Trademark and Patent Security Agreement irreconcilably conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

II. 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 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 any 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, but excluding in each case any Excluded Collateral.

III. Termination. Upon the indefeasible payment and satisfaction in full of the Obligations (other than any contingent or indemnification Obligations), the expiration or termination of Lenders' commitment to make Advances and the termination of the Loan Agreement, this Agreement shall terminate and Agent shall, at the sole cost and expense of Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents and the products and proceeds thereof under this Trademark and Patent Security Agreement and the Loan Agreement.


IV. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

V. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

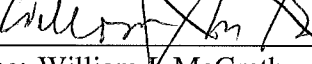
[signatures to appear on following page]

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

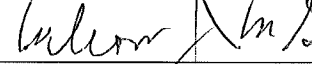
VALUEVISION MEDIA, INC.

By: 
Name: William J. McGrath
Title: Executive Vice President and Chief
Financial Officer

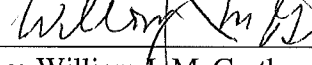
VALUEVISION INTERACTIVE, INC.

By: 
Name: William J. McGrath
Title: Chief Financial Officer and Treasurer


VVI FULFILLMENT CENTER, INC.

By: 
Name: William J. McGrath
Title: Chief Financial Officer and Treasurer

VALUEVISION MEDIA ACQUISITIONS, INC.


By: 
Name: William J. McGrath
Title: Chief Financial Officer and Treasurer

VALUEVISION RETAIL, INC.

By: 
Name: William J. McGrath
Title: Chief Financial Officer and Treasurer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Sherry Winick
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION OR FILING(*) DATE	AFFIDAVIT OF USE OR RENEWAL(^) DATE	OWNER
VALUEPAY	2247569	05/25/1999	05/25/2019^	VALUEVISION MEDIA, INC.
VALUEVISION	2348529	05/09/2000	N/A	VALUEVISION MEDIA, INC.
REAL CHEF	2929420	03/01/2005	N/A	VALUEVISION MEDIA, INC.
REAL CHEF	2960383	06/07/2005	N/A	VALUEVISION MEDIA, INC.
VAN BELLINGER COLLECTION	2989924	08/30/2005	08/30/2011 (2/30/2012)	VALUEVISION MEDIA, INC.
18 KARAT ELEGANCE	3040262	01/10/2006	01/10/2012 (7/10/2012)	VALUEVISION MEDIA, INC.
NEW YORK COLLECTION	3244187	05/22/2007	05/22/2013	VALUEVISION MEDIA, INC.
WEEK IN REVIEW	3246507	05/29/2007	05/29/2013	VALUEVISION MEDIA, INC.
RED CARPET CARE	3363066	01/01/2008	01/01/2014	VALUEVISION MEDIA, INC.
BRILLIANTE	3365166	01/08/2008	01/08/2014	VALUEVISION MEDIA, INC.
OUR TOP VALUE	3428030	05/13/2008	05/13/2014	VALUEVISION MEDIA, INC.
GALERIE DE BIJOUX & DESIGN	3506379	09/23/2008	09/23/2014	VALUEVISION MEDIA, INC.
BE GOOD TO YOURSELF	3529022	11/04/2008	11/04/2014	VALUEVISION MEDIA, INC.
BEVERLY HILLS ELEGANCE	3584511	03/03/2009	03/03/2015	VALUEVISION MEDIA, INC.
GEM TREASURES	3588909	03/10/2009	03/10/2015	VALUEVISION MEDIA, INC.
QUICKBUY	3587971	03/10/2009	03/10/2015	VALUEVISION MEDIA, INC.
ENCHANTMENT	3818355	07/13/2010	07/13/2016	VALUEVISION MEDIA, INC.

MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION OR FILING(*) DATE	AFFIDAVIT OF USE OR RENEWAL(^) DATE	OWNER
925 FUSION	3806942	06/22/2010	06/22/2016	VALUEVISION MEDIA, INC.
DREAM OAKS	3780979	04/27/2010	04/27/2016	VALUEVISION MEDIA, INC.
VIVANTAGE	3963436	05/17/2011	05/17/2017	VALUEVISION MEDIA, INC.
SICURO	3867689	04/09/2010	04/09/2016	VALUEVISION MEDIA, INC.
BELITA	85074558	06/30/2010*	N/A	VALUEVISION MEDIA, INC.
SHOPVVN	85056282	06/07/2010*	N/A	VALUEVISION MEDIA, INC.
SHOPYLN	85056266	06/07/2010*	N/A	VALUEVISION MEDIA, INC.
SHOPYES	85056252	06/07/2010*	N/A	VALUEVISION MEDIA, INC.
SHOPHQ	85056243	06/07/2010*	N/A	VALUEVISION MEDIA, INC.
SHOPYSN	85056224	06/07/2010*	N/A	VALUEVISION MEDIA, INC.
VVTV	85091434	07/23/2010*	N/A	VALUEVISION MEDIA, INC.
VALUESHIPPING	3867309	10/26/2010	10/26/2016	VALUEVISION MEDIA, INC.
TODAY'S TOP VALUE	3967139	05/24/2011	N/A	VALUEVISION MEDIA, INC.
GENEOLOGY FASHION DNA	4011927	08/16/2011	08/16/2017	VALUEVISION MEDIA, INC.
TRINITY	85246598	02/18/2011*	N/A	VALUEVISION MEDIA, INC.
COZELLE	85246621	02/18/2011*	N/A	VALUEVISION MEDIA, INC.
AMELIA & BLAKE	85246653	02/18/2011*	N/A	VALUEVISION MEDIA, INC.
SILICORO	85349396	06/17/2011*	N/A	VALUEVISION MEDIA, INC.
SEMPREGOLD	4090461	01/24/2012	01/24/2018	VALUEVISION MEDIA, INC.
CAMBRIDGE DIAMONDS	85326177	05/20/2011*	N/A	VALUEVISION MEDIA, INC.
DESORO	85274593	03/23/2011*	N/A	VALUEVISION MEDIA, INC.

MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION OR FILING(*) DATE	AFFIDAVIT OF USE OR RENEWAL(^) DATE	OWNER
COMFORTTOUCH	85433027	09/27/2011*	N/A	VALUEVISION MEDIA, INC.
KATE & MALLORY	85440147	10/05/2011*	N/A	VALUEVISION MEDIA, INC.
VIALE18	85375395	07/19/2011*	N/A	VALUEVISION MEDIA, INC.
CADEAUX	85382460	07/27/2011*	N/A	VALUEVISION MEDIA, INC.
SICURO	4057088	11/15/2011	11/15/2017	VALUEVISION MEDIA, INC.

PATENT REGISTRATIONS

None.

COPYRIGHT REGISTRATIONS

Title	Registration No.
Teamwork; pilot episode/(Once upon a tree)	PAu2-122-421
Big ears; pilot episode/(Once upon a tree)	PAu 2-122-419
Count on me; pilot episode/(Once upon a tree)	PAu 2-122-420
Scaredy cat; pilot episode/(Once upon a tree)	PAu 2-122-418
Scaredy cat; pilot teleplay	TXu 752-858
Big ears; pilot teleplay	TXu 753-029
Count on me; pilot teleplay	TXu 752-882
Teamwork; pilot teleplay	TXu 752-881
Oakley the tree; character	VAu 375-662
Rapsody the tree frog; character	VAu 375-055
Amber a female bear cub; character	VAu 368-146
Forest stump (a male beaver) Character	VAu 368-147
Mara (a female beaver) Character	VAu 368-148
Blue cricket/Character	VAu 368-149
Mrs. Peepers (a female owl) Character	VAu 368-150
Jasper (a male rabbit) Character	VAu 368-151
Billy Bob (a male bobcat) Character	VAu 368-152
Once upon a tree; treatment	

POWER OF ATTORNEY

VALUEVISION MEDIA, INC., a Minnesota corporation (“ValueVision”), **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 (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 February 9, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the “Loan Agreement”), 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 as of February 9, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the “Trademark and Patent Security Agreement”), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantors 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 or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, a Trademark or Patent, 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.

Each Grantor hereby unconditionally ratifies 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 duly executed this Agreement as of the date first written above.

VALUEVISION MEDIA, INC.

By: 

Name: William J. McGrath

Title: Executive Vice President and Chief
Financial Officer

VALUEVISION INTERACTIVE, INC.

By: 

Name: William J. McGrath

Title: Chief Financial Officer and Treasurer

VVI FULFILLMENT CENTER, INC.

By: 

Name: William J. McGrath

Title: Chief Financial Officer and Treasurer


VALUEVISION MEDIA ACQUISITIONS, INC.

By: 

Name: William J. McGrath

Title: Chief Financial Officer and Treasurer

VALUEVISION RETAIL, INC.

By: 

Name: William J. McGrath

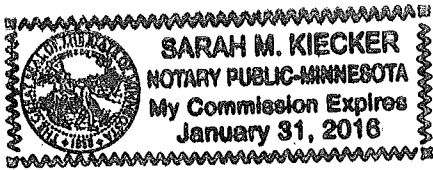
Title: Chief Financial Officer and Treasurer

COMPANY ACKNOWLEDGMENT

State of Minnesota)
 : SS
Wright County)

This instrument was acknowledged before me on the 7 day of February, 2012,
by William McGrath as chief financial officer of The Grantors.

[Seal]



Sarah M. Kiecker
Sarah M. Kiecker
Notary Public, State of Minnesota
My commission expires on 01/31/16

[Trademark and Patent Security Agreement Power of Attorney - Acknowledgement Page]