

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/24/2012	national banking association:
RECEIVING PARTY DATA			
Name:	Lisa Frank, Inc.		
Street Address:	6760 S. Lisa Frank Avenue		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85706		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2757433	ROXI & ROLLIE	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-223-7000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	William Giltinan, Carlton Fields, P.A.		
Address Line 1:	P.O. Box 3239		
Address Line 2:	Attn: IP Dept.		
Address Line 4:	Tampa, FLORIDA 33601-3239		
ATTORNEY DOCKET NUMBER:	55270/00850 - ROXI & ROLL		
NAME OF SUBMITTER:	William Giltinan		
Signature:	/William Giltinan/		

CH \$40.00 2757433

Date:

04/26/2012

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST

This Release of Security Interest ("Release Agreement") is made and entered into as of the 27<sup>th</sup> day of April, 2012 (the "Effective Date") by and between HSN, Inc. ("HSN") and Bank of America, N.A. (the "Collateral Agent").

WHEREAS, HSN and certain affiliates of HSN conveyed a security interest in and to their registered and unregistered intellectual property (the "Intellectual Property") to the Collateral Agent on August 20, 2008 pursuant to three security agreements (collectively, the "Security Agreements");

WHEREAS, in connection with the recording of the security interest that arose from the Security Agreements with respect to certain of the Intellectual Property, errors in the registration numbers caused the security interest to also be filed against certain intellectual property purportedly owned by third parties, including the registered intellectual property listed on Exhibit A ("Trademarks") and Exhibit B ("Patents") (collectively, the "Registered IP");

WHEREAS, the parties wish to confirm that the security interests filed against the Registered IP were filed erroneously and desire to correct such filings; and

WHEREAS, as the payment and performance of all obligations under the Security Agreements have been met and satisfied, Collateral Agent now otherwise desires to release its security interests in full, including any security interest in and to the Intellectual Property, and any security interest that may have arisen with respect to the Registered IP as a result of erroneous filings;

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits to be received by the parties hereto, and the covenants and agreements contained herein, the parties agree to the following:

1. Release of Collateral Agent's Security Interests. Collateral Agent hereby acknowledges that the security interests in the Registered IP that was recorded in favor of Collateral Agent was recorded in error and no such security interest exists. To the extent any such security interests

arose in favor of Collateral Agent with respect to the Registered IP as a result of an erroneous filing, Collateral Agent hereby releases and discharges such security interest.

2. Representation and Warranty. Collateral Agent represents and warrants that it has the power and authority to execute and perform under this Release Agreement.

3. Miscellaneous. This Release Agreement represents the complete understanding of the parties with respect to the Registered IP and supersedes any prior or contemporaneous agreement regarding the Registered IP.

AGREED:

Dated as of the Effective Date:

**Bank of America, N.A.**

By: \_\_\_\_\_

Name:

Title:

  
**Jay D. Marquis**  
**Director**

**HSN, Inc.**

By: \_\_\_\_\_

Name:

Title:

arose in favor of Collateral Agent with respect to the Registered IP as a result of an erroneous filing, Collateral Agent hereby releases and discharges such security interest.

2. Representation and Warranty. Collateral Agent represents and warrants that it has the power and authority to execute and perform under this Release Agreement.

3. Miscellaneous. This Release Agreement represents the complete understanding of the parties with respect to the Registered IP and supersedes any prior or contemporaneous agreement regarding the Registered IP.

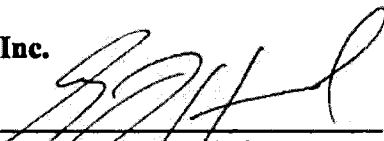
AGREED:

Dated as of the Effective Date.

**Bank of America, N.A.**

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

**HSN, Inc.**

By:   
Name: Gregory J. Henchel  
Title: Executive Vice President, General  
Counsel and Secretary

**Exhibit A**  
**Trademarks**  
Security Interest recorded on September 9, 2008,  
at Reel 3849 Frame 0119

<b>Registration Number</b>	<b>Owner</b>	<b>Trademark</b>
3620743	Buckaroo Technolgoy Group, Inc.	BUCKAROO
2757433	Lisa Frank, Inc.	ROXI & ROLLIE
2144590	Vela Research, LP	ARGUS
0678688	CCL Custom Manufacturing, Inc.	BELTRACTION
2504107	QVC, Inc.	CHRISTMAS IN JULY

**Exhibit B**  
**Patents**  
Security Interest recorded on September 12, 2008,  
at Reel 021511, Frame 0679

<b>Patent No.</b>	<b>Owner</b>	<b>Title</b>
7737771	Oki Semiconductor, Ltd.	SEMICONDUCTOR INTEGRATED CIRCUIT
D443785	Barbara Barron Designs, Inc. d/b/a Creative Cornices	Decorative valance
D543819	Cheng-Ho Lee	POWDER ACTUATED TOOL
D386357	Applica Consumer Products, Inc	BLENDER JAR
D383366	Philip Heck	CHAMFER CUTTING TOOL