

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
AMERICA'S COLLECTIBLES NETWORK, INC.		06/27/2012	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	909 Wright's Summit Parkway
Internal Address:	Suite 310, Attention: Chris Tully
City:	Fort Wright
State/Country:	KENTUCKY
Postal Code:	41011
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2889155	ACN
Registration Number:	3000813	AMERICA'S COLLECTIBLES NETWORK
Registration Number:	3351928	CHARIZMA AN INSTANT ATTRACTION
Registration Number:	3494217	GEMSTONE ADVENTURE SERIES
Registration Number:	3488575	GIRLFRIEND FRIDAY
Registration Number:	3439142	GIRLFRIEND FRIDAY
Registration Number:	3439141	GIRLFRIEND FRIDAY
Registration Number:	3439148	IMPERIAL HESSONITE
Registration Number:	3044498	JEWELRY TELEVISION BY ACN
Registration Number:	3362390	JEWELRY TELEVISION
Registration Number:	2407096	JEWELRYTV.COM
Registration Number:	2636547	JTV
Registration Number:	3170228	PARAIBA ICE

OP \$915.00 2889155

Registration Number:	2739948	QUANTUM CUT
Registration Number:	3431032	SHANSERES
Registration Number:	2582926	SUNSHINE DIAMOND
Registration Number:	2627771	ZANDRITE
Registration Number:	3768313	DD
Registration Number:	3755447	DONO DELLA
Registration Number:	3601684	DOT MATRIX
Registration Number:	3499774	GEM LOVERS' COLLECTION
Registration Number:	3652067	JEWEL HUNTER JACK
Registration Number:	3652066	JEWEL HUNTER JACK
Registration Number:	3521347	JEWEL SCHOOL
Registration Number:	3621023	JTV
Registration Number:	3755445	KIANGA
Registration Number:	4102672	SOPHISTICATED STEEL
Registration Number:	3803825	SPINFIRE
Registration Number:	3582898	TANZANITE IS TIMELESS SHARE THE EXPERIENCE
Registration Number:	3530969	TERADORA
Registration Number:	4067545	TRADE SHOW TREASURES
Registration Number:	3816082	THE VAULT FROM JEWELRY TELEVISION
Registration Number:	4109131	LAPIDARY LEGENDS
Registration Number:	4102702	INTERNAL TREASURES
Registration Number:	4060345	BERQUEM
Registration Number:	3856202	OCEAN TANZANITE

CORRESPONDENCE DATA

Fax Number: 6144641737
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 614.559.7282
Email: squimby@fbtlaw.com
Correspondent Name: Samantha M. Quimby, Esq.
Address Line 1: FROST BROWN TODD LLC
Address Line 2: 10 West Broad Street - Suite 2300
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Samantha M. Quimby
Signature:	/samantha m quimby/

07/23/2012

Total Attachments: 23

source=Jewelry Television#page1.tif
source=Jewelry Television#page2.tif
source=Jewelry Television#page3.tif
source=Jewelry Television#page4.tif
source=Jewelry Television#page5.tif
source=Jewelry Television#page6.tif
source=Jewelry Television#page7.tif
source=Jewelry Television#page8.tif
source=Jewelry Television#page9.tif
source=Jewelry Television#page10.tif
source=Jewelry Television#page11.tif
source=Jewelry Television#page12.tif
source=Jewelry Television#page13.tif
source=Jewelry Television#page14.tif
source=Jewelry Television#page15.tif
source=Jewelry Television#page16.tif
source=Jewelry Television#page17.tif
source=Jewelry Television#page18.tif
source=Jewelry Television#page19.tif
source=Jewelry Television#page20.tif
source=Jewelry Television#page21.tif
source=Jewelry Television#page22.tif
source=Jewelry Television#page23.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2012, is made by MULTIMEDIA COMMERCE GROUP, INC. ("Holdings"), AMERICA'S COLLECTIBLES NETWORK, INC. ("ACN"), and SHOP AT HOME HOLDINGS, INC. ("Shop At Home"), (Holdings, ACN, and Shop At Home, each individually and collectively, the "Debtor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Secured Party").

RECITALS

A. The Debtor, the other Borrowers party thereto, the Lenders party thereto, and the Secured Party are parties to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Borrowers, and pursuant to which the Debtor has granted to the Secured Party for the benefit of the Lenders security interests in (among other things) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Credit Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's security interests in the trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party, for the benefit of the Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" means any Event of Default under the Credit Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Credit Agreement, and any other Person made a party thereto as a Lender in accordance with the provisions of the Credit Agreement (together with their respective successors and permitted assigns).

"PTO" means the United States Patent and Trademark Office.

"Secured Party" has the meaning set forth in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Ohio.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Lenders (whether under federal law or applicable state law), in

each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Credit Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Obligations in accordance with the terms and conditions of the Credit Agreement and the Other Documents and in order to secure prompt performance by the Borrowers of each of their respective covenants and duties under the Credit Agreement and the Other Documents, the Debtor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Debtor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Incorporation into Credit Agreement. This Agreement shall be fully incorporated into the Credit Agreement and all understandings, agreements and provisions contained in the Credit Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the "Collateral" as defined in the Credit Agreement.

(d) Licenses. Anything in the Credit Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lenders and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its sole discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lenders, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default and the Obligations being payable in full, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Debtor represents and warrants to the Secured Party and each Lender, as follows:

(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Debtor.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, (i) the Debtor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens (other than Permitted Encumbrances), and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. Except as set forth in Schedule 5.8(b) to the Credit Agreement, as of the date hereof, to the Debtor's knowledge, except as would not reasonably be expected to have a Material Adverse Effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, and does not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. As of the date hereof, the Debtor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person (other than contents or approvals that have been obtained).

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in

accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Compliance with Law. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give notice of trademark claims, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Debtor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. Secured Party may, during the continuance of an Event of Default, modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

8. Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio, without regard to conflicts of law principles. Any judicial proceeding brought by or against Debtor with respect hereto or any related agreement may be brought in any court of competent jurisdiction in the County of Hamilton, State of Ohio, United States of America, and, by execution and delivery of this Agreement, Debtor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Debtor at its principal address and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Debtor in the courts of any other jurisdiction. Debtor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Debtor waives the right to remove any judicial proceeding brought against Debtor in any state court to any federal court. Any judicial proceeding by

Debtor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Hamilton, State of Ohio.

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

12. Termination. This Agreement shall remain in effect until all Obligations have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated.

13. Jury Trial Waiver. *The parties each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Other Documents, the Obligations, or the Trademark Collateral, or any actual or proposed transaction or other matter contemplated in or relating to the foregoing.*

[Signature Page Follows]

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Security Agreement as of the date first above written.

MULTIMEDIA COMMERCE GROUP, INC.,
AMERICA'S COLLECTIBLES NETWORK, INC.,
SHOP AT HOME HOLDINGS, INC.

By: Timothy B. Matthews
Timothy B. Matthews
Authorized Signatory

[Signature Page to Trademark Security Agreement]

PNC BANK, NATIONAL ASSOCIATION,

By: 
Gerald R. Kirpes
Senior Vice President

CINLibrary 1030997.0595509 2522892vvv4

SCHEDULE A

Trademarks

Multimedia Commerce Group, Inc.

<u>Mark</u>	<u>Goods and Services</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>U.S. Register</u>
Thaigem.com	IC 014. US 002 027 028 050. G & S: [jewelry;] precious and semi-precious gemstone [; precious and semi-gemstone carvings]	2528741	1/8/2002	Supplemental
Thaigem.com	C 035. US 100 101 102. G & S: on-line retail store services, featuring precious stones [, and jewelry of others]	3039071	1/10/2006	Principal

America's Collectibles Network, Inc.

<u>Mark</u>	<u>Goods and Services</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>U.S. Register</u>
ACN	IC 035. G&S: retail store services available through computer communications and interactive television, featuring jewelry and gemstones	2889155	9/28/2004	Principal
America's Collectibles Network	IC 035. G&S: On-line retail store services featuring jewelry and gemstones.	3000813	9/27/2005	Principal-2(F)
ChariZma An Instant Attraction	IC 014. G&S: cubic zirconia jewelry.	3351928	12/11/2007	Principal

Gemstones Adventure Series	IC 041. G&S: Entertainment services in the nature of on-going television programs in the field of jewelry and gemstones IC 009. G&S: Motion picture films and prerecorded DVDs about jewelry and gemstones	3494217	6/2/2008	Supplemental
Girlfriend Friday (word mark)	1C035. G&S: interactive television and online retail services featuring jewelry, gemstones and watches.	3488575	8/19/2008	Principal
Girlfriend Friday (Design)	IC 035. G&S: retail interactive television store services featuring jewelry, gemstones and watches.	3439142	6/3/2008	Principal
Girlfriend Friday (Design)	IC 035. G&S: interactive television and online retail services featuring jewelry, gemstones and watches.	3439141	6/3/2008	Principal
Imperial Hessonite	IC 014. G&S: Hessonite gemstones	3439148	6/3/2008	Principal
Jewelry Television by ACN	IC 035. G&S: Interactive television retail services and computerized on-line retail services featuring jewelry and gemstones	3044498	1/17/2006	Principal- 2(F)-In Part
Jewelry Television	IC 035. G&S: Interactive television retail store services and computerized on-line retail store services featuring jewelry and gemstones	3362390	1/1/2008	Principal- 2(F)
JewelryTV.com	IC 42. G&S: on-line retail services featuring jewelry, precious stones, watches and clocks accessed via a global computer network.	2407096	11/21/2000	Principal
JTV	1C038.G&S: Television broadcasting services	2636547	10/15/2002	Principal

Paraiba Ice	IC 014. G&S: gemstones	Supplemental 3170228	Supplemental 11/7/2006	Supplemental
Quantum Cut	IC 014. G&S: Precious and semi-precious gemstones cut using a combination of concave and flat facets to scatter and reflect light, thereby enhancing the brilliance of the gemstones.	2739948	7/22/2003	Principal
Shanseres	IC 014. G&S: gemstones	3431032	5/20/2008	Principal
Sunshine Diamond	IC 014. G&S: Gem quality diamonds.	2582926	6/18/2002	Principal
Zandrite	IC 014. G&S: Semi-precious gemstones that change color.	2627771	10/1/2002	Principal
DD	IC 014. US 002 027 028 050. G&S: Pearls.	3768313	3/30/2010	Principal
Dono Della	IC 014. US 002 027 028 050. G&S: Pearls	3755447	3/2/2010	Principal
Dot Matrix	IC 014. US 002 027 028 050. G&S: Gemstones.	3601684	4/7/2009	Principal
Gem Lovers' Collection	IC 009. G&S: series of DVD's on the subject of precious and semiprecious stones.	3499774	9/9/2008	Principal
Jewel Hunter Jack	IC 037. US 100 103 106. G&S: providing information regarding the mining, mounting, cleaning and repair of gemstones via the Internet. IC 041. US 100 101 107. G&S: entertainment in the nature of ongoing programs featuring information on gemstones accessible via television and computer networks; providing information regarding the history of gemstones via the Internet.	3652067	7/7/2009	Principal

Jewel Hunter Jack	IC 037. US 100 103 106. G&S: providing information regarding the mining, mounting, cleaning and repair of gemstones via the Internet.	3652066	7/7/2009	Principal
	IC 041. US 100 101 107. G&S: entertainment in the nature of ongoing programs featuring information on gemstones accessible via television and computer networks; providing information regarding the history of gemstones via the Internet.			
Jewel School	IC 009. G&S: Pre-recorded videocassettes, videodisks, CD-ROMs and audiocassettes, all featuring information about jewelry, jewelry making and gemstone collecting; and jeweler's hand tools, namely, graduated rulers.	3541347	10/21/2008	Principal
	IC 014. G&S: jewelry making kits comprised of jewelry-making supplies, namely, gemstones and semi-precious gems, instructional DVD and jewelry-making tools, namely, cutters, tweezers, pliers, clippers, rulers, rolling pins in the nature of PVC piping and cutting board, all sold as a unit.			
	IC 008. G&S: jeweler's hand tools for making jewelry, namely, pliers, reamers, clippers, cutters, hammers, mallets, tweezers, clamps, scissors, awls and cutting boards.			
	IC 016. G&S: Printed materials and publications, namely, magazines and books on the subjects of jewelry, jewelry making and gemstone collecting.			

	IC 035. G&S: Computerized on-line retail store services in the field of jewelry and gemstones.			
	IC 041. G&S: Entertainment services, namely, an on-going audio and visual program distributed over television, satellite, wireless, audio and video media, fiber optics, cable, and a global computer network in the fields of jewelry, jewelry making and gemstone collecting.			
JTV	IC 035. G&S: Interactive television retail store services and computerized on-line retail store services featuring jewelry and gemstones	3621023	5/12/2009	Principal
Kianga	IC 014. US 002 027 028 050. G&S: Gemstones.	3755445	3/2/2010	Principal
Sophisticated Steel	IC 014. US 002 027 028 050. G&S: Jewelry and watches.	4102672	2/12/2012	Principal
	IC 035. US 100 101 102. G&S: Providing home shopping services in the field of jewelry and watches by means of television; computerized on-line retail store services in the field of jewelry and watches.			
Spin Fire	IC 014. US 002 027 028 050. G&S: Gemstones.	3803825	6/15/2010	Principal
Tanzanite is Timeless Share the Experience	IC 014. G&S Jewelry and gemstones.	3582898	3/3/2009	
	IC 035. G&S: home shopping services featuring jewelry by means of television and the Internet.			
Teradora	IC 014. US 002 027 028 050. G&S: Gemstones.	3530969	11/11/2008	Principal

Trade Show Treasures	IC 014. US 002 027 028 050. G&S: Gemstones; Jewelry	4067545	12/6/2011	Principal
The Vault from Jewelry Television	IC 014. G&S Jewelry and gemstones. IC 035. G&S: home shopping services featuring jewelry by means of television and the Internet.	3816082	7/13/2010	Principal
Lapidary Legends	IC 014. US 002 027 028 050. G & S: Gemstones.	4109131	3/6/2012	Principal
Internal Treasures	IC 014. US 002 027 028 050. G & S: Gemstones	4102702	2/21/2012	Principal
Berquem	IC 014. US 002 027 028 050. G & S: A feature of gemstones in the nature of a particular gemstone cut.	4060345	11/22/2011	Principal
Ocean Tanzanite	IC 014. US 002 027 028 050. G & S: Gemstones	3856202	10/5/2010	Principal

Shop At Home Holdings, Inc.

<u>Mark</u>	<u>Goods and Services</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>U.S. Register</u>
Shop at Home Network	IC 035. US 100 101 102. G & S: computerized on-line and interactive television retail services featuring the goods and services of others in the field of consumer general merchandise, including but not limited to health and beauty products, exercise items, collectible items, autographed memorabilia, jewelry, sports cards and other memorabilia.	3014649	11/15/2005	Principal

IC 041. US 100 101 107.
G & S: entertainment services in the nature of ongoing television programs in a home-shopping television format; and television programming in the field of product information and collectible news which promotes the goods and services of others for retail sale

Shop at Home

IC 035. US 100 101 102.
G & S: computerized on-line and interactive television retail services featuring the goods and services of others in the field of consumer general merchandise, including but not limited to health and beauty products, exercise items, electronics, kitchenware, house wares, coins, and jewelry.

3014759

11/15/2005

Principal

IC 041. US 100 101 107.
G & S: entertainment services in the nature of ongoing television programs in a home-shopping television format; and television programming in the field of product information and collectible news which promotes the goods for retail sale.

212

IC 007. US 013 019 021
023 031 034 035. G & S:
Kitchen electrics, namely,
food blenders, dish
washing machines, food
slicers, vacuum cleaners,
beverage mixers as
kitchen machines, power
operated coffee grinders,
electric food choppers,
electric meat grinders,
electric knife sharpeners,
multi-purpose high
pressure washers, electric
knives.

3225418

4/3/2007

Principal

IC 008. US 023 028 044.
G & S: Cutlery, namely,
forks, spoons, and knives,
knife sharpeners and
flatware

IC 011. US 013 021 023
031 034. G & S: Small
appliances, namely,
barbecue grills,
convection ovens, gas and
electric cookers, electrical
ice cream makers,
induction table top ranges,
electric frying pans,
electric grills, electric
steam grills, electric hot
plates, microwave ovens,
electric pressure cookers,
electric roasters, electric
slow cookers, electric
toaster ovens, and electric
toasters

IC 021. US 002 013 023
029 030 033 040 050. G
& S: Cookware, namely,
pots, pans, non-electric
camping grills, non-
electric frying pans,
bowls, saute pans, multi-
use pots, clam pots,
Windsor pans, lasagna
pans, paella pans, tea
kettles, griddles,
stockpots, saucepans, non-
electric chicken fryers,
non-electric pressure
cookers, cutting boards,
mops, seasonal salt
shakers, bakeware, plates,
drinking glasses,
servingware for serving
food, serving spoons,
mixing spoons, basting
spoons, and rechargeable,
battery-operated wine
cork remover, and hand-
operated coffee grinders

Auto Receive

IC 035. US 100 101 102.
G & S: Mail Order and
On-Line Ordering
Services featuring coins,
home furnishings, cooking
equipment, electronics
and computers, jewelry,
fitness products, and
health and beauty items
featuring a system
whereby ordered items are
automatically shipped to
the purchaser at pre-
determined intervals of
time

2920170

1/18/2005

Supplemental

Chef's Signature

IC 011. US 013 021 023
031 034. G & S: electric
cookware, namely,
broilers, roasters, coffee
makers, frying pans,
electric coffee pots,
electric deep fryers,
electric griddles, barbecue
grills, electric stoves,
electric toaster ovens,
electric toasters, electric
waffle irons.

3015898

11/15/2005

Principal

IC 021. US 002 013 023
029 030 033 040 050. G
& S: Bakeware,
cookware, namely, bread
boxes, bread boards,
butter dishes, cake molds,
cake rests, cake servers,
cake stands, carving
boards, casserole dishes,
cauldrons, caviar coolers,
champagne buckets,
chocolate molds, wood
chopping blocks, wood
chopping boards for
kitchen use, cocktail
picks, cocktail shakers,
coffee cups, hand-
operated coffee grinders,
coffee measures, non-
electric coffee percolators,
non-electric coffee pots
not of precious metal,
coffee servers not of
precious metal, coffee
stirrers, colanders for
household use,
confectioners' molds,
confectioners' decorating
bags, containers for food,
thermal insulated
containers for beverages,
cookery molds, cookie
cutters, coolers for wine,
cooling buckets for wine,
cork holders, cork screws,
corn cob holders, cheese
dish covers, dish covers,
stove burner covers,
drinking glasses, drinking

horns, drinking vessels,
non-electric egg beaters,
egg cups, egg poachers,
egg separators, frying
pans, garlic presses, glass
beverageware, glass
bowls, grills, non-electric
juicers, non-electric
kettles, tea kettles, kitchen
ladles, knife blocks, knife
boards, knife rests, lemon
squeezers, pot lids, milk
churns, ice cube molds,
pastry molds, chocolate
molds, pudding molds,
beer mugs, glass mugs,
porcelain mugs, dutch
oven, glass pans, metal
cooking pans, pie servers,
pitchers, non-electric
pressure cookers, non-
electric pressure cooking
saucepans, oven to table
racks, spice rack, wine
rack, rolling pins, salad
bowls, salt shakers,
saucepan scourers,
saucepans, saucers, pot
and pan scrapers, serving
platters, serving spoons,
slotted spoons, spatulas,
stands for dishes, tea pots
not of precious metal, tea
services not of precious
metal, tea sets, tea
strainers, whisks, wine
bottle cradles, wine
buckets, wine jugs,
containers for kitchen use.
portable plastic containers
for storing household and
kitchen goods, plastic
coasters.

Chef's Signature

IC 011. US 013 021 023
031 034. G & S: electric
cookware, namely,
broilers, roasters, coffee
makers, frying pans,
electric coffee pots,
electric deep fryers,
electric griddles, barbecue
grills, electric stoves,
electric toaster ovens,
electric toasters, electric
waffle irons.

3015897

11/15/2005

Principal

IC 021. US 002 013 023
029 030 033 040 050. G
& S: Bakeware,
cookware, namely, bread
boxes, bread boards,
butter dishes, cake molds,
cake rests, cake servers,
cake stands, carving
boards, casserole dishes,
cauldrons, caviar coolers,
champagne buckets,
chocolate molds, wood
chopping blocks, wood
chopping boards for
kitchen use, cocktail
picks, cocktail shakers,
coffee cups, hand-
operated coffee grinders,
coffee measures, non-
electric coffee percolators,
non-electric coffee pots
not of precious metal,
coffee servers not of
precious metal, coffee
stirrers, colanders for
household use,
confectioners' molds,
confectioners' decorating
bags, containers for food,
thermal insulated
containers for beverages,
cookery molds, cookie
cutters, coolers for wine,
cooling buckets for wine,
cork holders, cork screws,
corn cob holders, cheese
dish covers, dish covers,
stove burner covers,
drinking glasses, drinking

horns, drinking vessels,
non-electric egg beaters,
egg cups, egg poachers,
egg separators, frying
pans, garlic presses, glass
beverageware, glass
bowls, grills, non-electric
juicers, non-electric
kettles, tea kettles, kitchen
ladles, knife blocks, knife
boards, knife rests, lemon
squeezers, pot lids, milk
churns, ice cube molds,
pastry molds, chocolate
molds, pudding molds,
beer mugs, glass mugs,
porcelain mugs, dutch
oven, glass pans, metal
cooking pans, pie servers,
pitchers, non-electric
pressure cookers, non-
electric pressure cooking
saucepans, oven to table
racks, spice rack, wine
rack, rolling pins, salad
bowls, salt shakers,
saucepan scourers,
saucepans, saucers, pot
and pan scrapers, serving
platters, serving spoons,
slotted spoons, spatulas,
stands for dishes, tea pots
not of precious metal, tea
services not of precious
metal, tea sets, tea
strainers, whisks, wine
bottle cradles, wine
buckets, wine jugs,
containers for kitchen use,
portable plastic containers
for storing household and
kitchen goods, plastic
coasters.

Shopathometv.com	IC 035. US 100 101 102. G & S: ON-LINE TRADING SERVICES IN WHICH SELLER POSTS PRODUCTS TO BE AUCTIONED AND BIDDING IS DONE VIA THE INTERNET FEATURING CONSUMER GOODS, COLLECTIBLES AND HOBBIES; ON-LINE RETAIL STORE SERVICES FEATURING CONSUMER GOODS, COLLECTIBLES AND HOBBIES	2614800	9/3/2002	Principal
Making Collectibles Click	IC 035. US 100 101 102. G & S: computerized online services, namely, [wholesale and] retail distributorship services featuring [antiques,] memorabilia, and other collectible merchandise; online services to auction and bid for items via a global computer network.	2472296	7/24/2001	Principal
Get Real	IC 035. US 100 101 102. G & S: retail store services available through interactive television and computer communications featuring memorabilia, antiques, memorabilia and other collectible merchandise; and on-line trading service to auction and bid for items electronically.	2513268	11/27/2001	Principal
Bella Argento	IC 014. US 002 027 028 050. G & S: Jewelry, namely, gemstones set in sterling silver mountings.		8/20/2002	Supplemental
Bella Luce	IC 014. US 002 027 028 050. G & S: jewelry.	1979532	6/11/1996	Principal