

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSN Improvements, LLC		10/25/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSN Holding LLC		
<b>Street Address:</b>	1 HSN Drive		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33729		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1852742	IMPROVEMENTS	
<b>Registration Number:</b>	2674087	IMPROVEMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4847011021		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	484-701-1032		
<b>Email:</b>	Megan.Kearney@qvc.com		
<b>Correspondent Name:</b>	Megan M. Kearney		
<b>Address Line 1:</b>	1200 Wilson Dr.		
<b>Address Line 2:</b>	MC 207		
<b>Address Line 4:</b>	West Chester, PENNSYLVANIA 19380		
<b>NAME OF SUBMITTER:</b>	Megan M. Kearney		
<b>SIGNATURE:</b>	/Megan M. Kearney/		
<b>DATE SIGNED:</b>	10/26/2021		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of October 25, 2021, is made by HSN Improvements, LLC, a Delaware limited liability company ("Assignor"), in favor of HSN Holding LLC, a Delaware limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"):

- (a) the trademark registrations and common law rights set forth in Schedule 1 hereto together with all of the goodwill associated with and symbolized by the trademarks (the "Trademarks");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

HSN IMPROVEMENTS, LLC

*Eve DelSoldo*

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

Name: Eve DelSoldo

Title: VP & Assistant Secretary

**ASSIGNEE:**

HSN HOLDING LLC

*Kenneth Walker*

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

Name: Kenneth Walker

Title: Treasurer & Secretary

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**U.S. Registrations**

<b>Country</b>	<b>Mark/Name</b>	<b>File/Reg Date</b>	<b>App. No./Reg. No.</b>
USA	IMPROVEMENTS	September 3, 1993 / September 6, 1994	74431684 / 1852742
USA	IMPROVEMENTS	May 11, 2001/ January 14, 2003	76255643 / 2674087

**Common Law**

**IMPROVEMENTS**