

05-16-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002296 FRAME: 0544

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/026,663"/>	<input type="text" value="76/026,662"/>	<input type="text" value="75/811,040"/>
<input type="text" value="75/811,039"/>	<input type="text" value="75/758,579"/>	<input type="text" value="75,683,349"/>
<input type="text" value="75/683,348"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,979,532"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

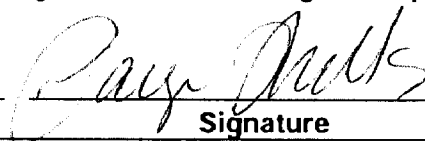
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Paige Waldrop Mills
Name of Person Signing


Signature

5/4/2001
Date Signed

Foothill.

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by FOOTHILL CAPITAL CORPORATION, a California corporation, in favor of SHOP AT HOME, INC., a Tennessee corporation ("Releasee").

WHEREAS, Releasee has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, Releasee and Releasor entered into that certain Loan and Security Agreement dated as of October 30, 2000, as amended or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed and delivered that certain Assignment For Security (Trademarks) dated as of October 30, 2000 in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest (the "Security Interest") in all right, title and interest of Releasee in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral");

WHEREAS, Releasee has requested that Releasor release and discharge fully the Security Interest;

AND WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges fully the Security Interest related to the Trademarks, and all other right, title and interest in the Collateral which may have been conveyed to Releasor (if any) pursuant to the Security Agreement and Assignment For Security (Trademarks), and Releasor reassigns without any representation or warranty of any kind or nature any and all such right, title and interest it may have (if any) in the Collateral to Releasee.

IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 10 day of April, 2001.

FOOTHILL CAPITAL CORPORATION

By: 

Name: KURT R. MARSDEN

Title: SENIOR VICE PRESIDENT

SCHEDULE 1A

(TRADEMARKS)

MARK	REGISTRATION/SERIAL NUMBER
PEACE OF MIND GUARANTEE	76/026,663
WE'RE NOT.COMMON	76/026,662
MAKING COLLECTIBLES CLICK	75/811,040
GET REAL	75/811,039
BELLA ARGENTO	75/758,579
SHOP' AT HOME NETWORK & Design	75/683,349
COLLECTIBLES.COM	75/683,348
BELLA LUCE	1,979,532

9019552.1

Foothill Capital Corporation / 310-453-7300
2450 Colorado Ave., Suite 3000 West. Santa Monica, CA 90404

A **WELLS FARGO** Company

TRADEMARK

RECORDED: 05/07/2001

REEL: 002296 FRAME: 0548