

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QVC, Inc.		06/16/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	1111 Fannin Street		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2687259	AFFINITY	
Registration Number:	2820780	AFFINITY	
Registration Number:	2772408	AMADEUS	
Registration Number:	3069651	AMADEUS	
Registration Number:	2992379	BREEZIES	
Registration Number:	2599199	CITIKNITS	
Registration Number:	2287592	COOK'S ESSENTIALS	
Registration Number:	2579762	COOK'S ESSENTIALS	
Registration Number:	1982121	DENIM & CO	
Registration Number:	2855249	DIALOGUE	
Registration Number:	2748420	EPIPHANY	
Registration Number:	2511745	FOR RACE FANS ONLY	
Registration Number:	2522337	RACE FANS	
Registration Number:	2999055	TECHNIQUE	

CH \$465.00 2687259

Registration Number:	2692526	TODAY'S SPECIAL VALUE
Registration Number:	3014743	TODAY'S SPECIAL VALUE
Registration Number:	2330450	TODAY'S SPECIAL VALUE
Registration Number:	3075278	TODAY'S SPECIAL VALUE

**CORRESPONDENCE DATA**

Fax Number: (484)701-1021  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 484-701-8388  
Email: jlesser@qvc.com  
Correspondent Name: Jacqueline Lesser  
Address Line 1: 1200 Wilson Drive  
Address Line 2: MC 207  
Address Line 4: West Chester, PENNSYLVANIA 19380

NAME OF SUBMITTER:	Jacqueline Lesser
Signature:	/Jacqueline Lesser/
Date:	07/28/2009

**Total Attachments: 7**  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page1.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page2.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page3.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page4.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page5.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page6.tif  
source=USPTO Recordation - Security Interest in Trademark\_Rights#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of June 16, 2009 is made by QVC, Inc., a Delaware corporation, located at Studio Park, 1200 Wilson Drive, MC 203, West Chester, Pennsylvania 19382 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a Delaware corporation, located at 1111 Fannin Street, Houston, Texas 77002, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement) in connection with (a) the Credit Agreement, dated as of March 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "JPM Credit Agreement"), among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the banks and other financial institutions or entities parties thereto as "Lenders" (the "JPM Lenders"), Mizuho Corporate Bank, Ltd., Calyon New York Branch and Royal Bank of Scotland PLC, as Documentation Agents, and Wachovia Capital Markets, LLC, as Syndication Agent, and (b) the Credit Agreement, dated as of October 4, 2006 (as amended, supplemented or otherwise modified from time to time, the "Wachovia Credit Agreement"; together with the JPM Credit Agreement, collectively the "Credit Agreements") among the Borrower, Wachovia Bank, N.A., a North Carolina corporation, located at 1525 West W.T. Harris Blvd. Charlotte, North Carolina 28262, as Administrative Agent, the banks and other financial institutions or entities parties thereto as "Lenders" (the "Wachovia Lenders"; together with the JPM Lenders, collectively, the "Lenders"), Royal Bank of Scotland PLC, Fortis Bank SA/NV, New York Branch and Bank of Tokyo-Mitsubishi UFJ, Ltd., as Documentation Agents, and J.P. Morgan Securities Inc. and Bank of America, N.A., as Syndication Agents.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreements, the Borrower has executed and delivered a Security Agreement, dated as of June 16, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreements, the Borrower agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, all of the Borrower's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized to be effective as of the day and year first above written.

QVC, Inc.

By: Larry Hayes  
Name: Larry Hayes  
Title: S. Vice President

JPMorgan Chase Bank, N.A.  
as Collateral Agent for the Lenders

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized to be effective as of the day and year first above written.

QVC, Inc.

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

JPMorgan Chase Bank, N.A.  
as Collateral Agent for the Lenders

By: *Peter B. Thauer*  
Name: **Peter B. Thauer**  
Title: **Executive Director**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

For Trademarks:

<u>Trademark</u>	<u>Registration or Serial Number</u>
AFFINITY	2,687,259
AFFINITY	2,820,780
AMADEUS	2,772,408
AMADEUS (stylized)	3,069,651
BREEZIES	2,992,379
CITIKNITS	2,599,199
COOK'S ESSENTIALS	2,287,592
COOK'S ESSENTIALS	2,579,762
DENIM & CO.	1,982,121
DIALOGUE	2,855,249
EPIPHANY	2,748,420
FOR RACE FANS ONLY	2,511,745
RACE FANS	2,522,337
TECHNIQUE	2,999,055
TODAY'S SPECIAL VALUE	2,692,526
TODAY'S SPECIAL VALUE	3,014,743
TODAY'S SPECIAL VALUE	2,330,450
TODAY'S SPECIAL VALUE	3,075,278

