

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evine Live Inc.		03/10/2016	Corporation: MINNESOTA
ValueVision Interactive, Inc.		03/10/2016	Corporation: MINNESOTA
VVI Fullfillment Center, Inc		03/10/2016	Corporation: MINNESOTA
ValueVision Media Acquisitions, Inc.		03/10/2016	Corporation: DELAWARE
ValueVision Retail, Inc.		03/10/2016	Corporation: DELAWARE
Norwell Television, LLC		03/10/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GACP Finance Co., LLC
<b>Street Address:</b>	11100 Santa Monica Boulevard
<b>Internal Address:</b>	Suite #800
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	3506379	GALERIE DE BIJOUX
Registration Number:	3584511	BEVERLY HILLS ELEGANCE
Registration Number:	3587971	QUICKBUY
Registration Number:	3588909	GEM TREASURES
Registration Number:	3653015	OPTILIFE
Registration Number:	3780979	DREAM OAKS
Registration Number:	3806942	925 FUSION
Registration Number:	3818355	ENCHANTMENT
Registration Number:	3867689	SICURO
Registration Number:	3963436	VIVANTAGE
Registration Number:	3967139	TODAY'S TOP VALUE
Registration Number:	4011927	GENEOLOGY FASHION DNA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4057088	SICURO
Registration Number:	4090461	SEMPREGOLD
Registration Number:	4132924	COZELLE
Registration Number:	4151368	DÉSORO
Registration Number:	4195795	VIALE18K
Registration Number:	4206499	BELITA
Registration Number:	4207325	SILICORO
Registration Number:	4214762	AMELIA & BLAKE
Registration Number:	4261551	DIAMOND TREASURES
Registration Number:	4327877	DIAMOND TREASURES
Registration Number:	4334173	GEM TREASURES
Registration Number:	4353017	GRAND SUITES
Registration Number:	4370062	DARE TO RARE
Registration Number:	4373587	FLASH PRICE
Registration Number:	4373588	FLASH PRICE
Registration Number:	4389137	PALATINO
Registration Number:	4400207	SEMPRESILVER
Registration Number:	4400250	TREASURED LIGHTING
Registration Number:	4403453	SOUTHPORT DIAMONDS
Registration Number:	4455162	SURESOFIT
Registration Number:	4457864	GLITTERSCAPE
Registration Number:	4476291	KATE & MALLORY
Registration Number:	4527066	#HOLLYWOODTRENDS
Registration Number:	4581642	WRINKLE EASE
Registration Number:	4593396	COOK'S TRADITION
Registration Number:	4601937	COOK'S COMPANION
Registration Number:	4628849	LUMINOSITY 925
Registration Number:	4657892	ULTIMATE SILVER
Registration Number:	4659910	KATE & MALLORY
Registration Number:	4682240	INNOVA
Registration Number:	4688249	OSO CASUALS
Registration Number:	4689201	SHQP
Registration Number:	4668277	SHQP
Registration Number:	4504439	SHQP
Registration Number:	4368884	SHOPHQ
Registration Number:	3867309	VALUESHIPPING
Registration Number:	2247569	VALUEPAY
Registration Number:	4692530	GEM INSIDER

Property Type	Number	Word Mark
Registration Number:	4692531	JAIPUR JEWELRY BAZAAR
Registration Number:	4692532	NYC II
Registration Number:	4720085	WAKE UP IN STYLE
Registration Number:	4723884	BRILLIANTE
Registration Number:	4725004	LABRADO
Registration Number:	4744921	FIERRA
Registration Number:	4745013	ALL SEASON
Registration Number:	4807485	PRESTIGE PEARLS
Registration Number:	4807492	PASSAGE TO ISRAEL
Registration Number:	4838175	TRAVELRIGHT
Registration Number:	4844346	HOT FLASHES
Registration Number:	4864162	ARTIQUE SILVER CREATIONS
Registration Number:	4875797	LINDEN RIDGE
Registration Number:	4875697	SHOP. SHARE. SMILE.
Registration Number:	4875695	EVINE LIVE
Registration Number:	4882874	EVINE LIVE
Registration Number:	4875694	EVINE LIVE
Registration Number:	4890735	CITYSCAPE

**CORRESPONDENCE DATA**

**Fax Number:** 2125305199

*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.*

**Phone:** 2123186518

**Email:** terrenceboyle@paulhastings.com

**Correspondent Name:** Terrence G. Boyle c/o Paul Hastings LLP

**Address Line 1:** 75 East 55th Street

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 90029.00011

**NAME OF SUBMITTER:** Terrence G. Boyle

**SIGNATURE:** /s/ Terrence G. Boyle

**DATE SIGNED:** 03/10/2016

**Total Attachments: 12**

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**TRADEMARK AND PATENT SECURITY AGREEMENT**

**THIS TRADEMARK AND PATENT SECURITY AGREEMENT** (the “Agreement”) is made as of March 10, 2016 by **EVINE LIVE INC.**, a Minnesota corporation, **VALUEVISION INTERACTIVE, INC.**, a Minnesota corporation, **VVI FULFILLMENT CENTER, INC.**, a Minnesota corporation, **VALUEVISION MEDIA ACQUISITIONS, INC.**, a Delaware corporation, **VALUEVISION RETAIL, INC.**, a Delaware corporation, and **NORWELL TELEVISION, LLC**, a Delaware limited liability company (collectively, the “Grantors”), in favor of **GACP FINANCE CO., LLC**, in its capacity as agent (in such capacity “Agent”) for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantors (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the “Borrowers”) have entered into that certain Term Loan Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the “Lenders”) dated as of the date hereof (as amended, restated, supplemented, modified or replaced from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors’ trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. Incorporation of Loan Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Trademark and Patent Security Agreement irreconcilably conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

II. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark, but excluding in each case any Excluded Collateral.

III. Termination. Upon the indefeasible payment and satisfaction in full of the Obligations (other than any contingent or indemnification Obligations), the expiration or termination of Lenders' commitment to make Advances and the termination of the Loan Agreement, this Agreement shall terminate and Agent shall, at the sole cost and expense of Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents and the products and proceeds thereof under this Trademark and Patent Security Agreement and the Loan Agreement.

IV. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

V. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


**EVINE LIVE INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

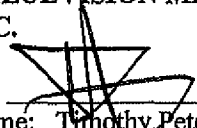
**VALUEVISION INTERACTIVE, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer


**VVI FULFILLMENT CENTER, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer


**VALUEVISION MEDIA ACQUISITIONS, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

**VALUEVISION RETAIL, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

**NORWELL TELEVISION, LLC**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

*[Trademark and Patent Security Agreement - Signature Page]*

Agreed and Accepted  
As of the Date First Written Above

**GACP FINANCE CO., LLC,**  
as Agent

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

Name: Robert A. Louzan

Title: Managing Director

*[Trademark and Patent Security Agreement - Signature Page]*

**TRADEMARK**  
**REEL: 005749 FRAME: 0065**



**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

MARK	REG. NO.	REGISTRATION DATE OR FILING* DATE	AFFIDAVIT OF USE OR RENEWAL DATE	OWNER
GALERIE DE BIJOUX	3506379	23-Sep-08	Affidavit of Use & Renewal 9/23/2018	EVINE Live Inc.
BEVERLY HILLS ELEGANCE	3584511	3-Mar-09	Affidavit of Use & Renewal 3-Mar-19	EVINE Live Inc.
QUICKBUY	3587971	10-Mar-09	Affidavit of Use 3-Mar-19	EVINE Live Inc.
GEM TREASURES	3588909	10-Mar-09	Affidavit of Use 10-Mar-19	EVINE Live Inc.
OPTILIFE	3653015	14-Jul-09	Affidavit of Use 14-Jul-19	EVINE Live Inc.
DREAM OAKS	3780979	27-Apr-10	Affidavit of Use 27-Apr-16	EVINE Live Inc.
925 FUSION	3806942	22-Jun-10	Affidavit of Use 22-Jun-16	EVINE Live Inc.
ENCHANTMENT	3818355	13-Jul-10	Affidavit of Use 13-Jul-16	EVINE Live Inc.
SICURO	3867689	26-Oct-10	Affidavit of Use 26-Oct-16	EVINE Live Inc.
VIVANTAGE	3963436	17-May-11	Affidavit of Use 17-May-17	ValueVision Media, Inc.
TODAY'S TOP VALUE	3967139	24-May-11	Affidavit of Use 24-May-17	ValueVision Media, Inc. *
GENEOLOGY FASHION DNA	4011927	16-Aug-11	Affidavit of Use 16-Aug-17	EVINE Live Inc.
SICURO	4057088	15-Nov-11	Affidavit of Use 15-Nov-17	EVINE Live Inc.
SEMPREGOLD	4090461	24-Jan-12	Affidavit of Use 24-Jan-18	EVINE Live Inc.
COZELLE	4132924	24-Apr-12	Affidavit of Use 24-Apr-18	EVINE Live Inc.
DÉSORO	4151368	29-May-12	Affidavit of Use 29-May-16	EVINE Live Inc.
VIALE18K	4195795	21-Aug-12	Affidavit of Use 21-Aug-18	EVINE Live Inc.
BELITA	4206499	11-Sep-12	Affidavit of Use 11-Sept-18	EVINE Live Inc.
SILICORO	4207325	11-Sep-12	Affidavit of Use 11-Sept-18	EVINE Live Inc.
AMELIA & BLAKE	4214762	25-Sep-12	Affidavit of Use 25-Sept-18	EVINE Live Inc.
DIAMOND TREASURES	4261551	18-Dec-12	Affidavit of Use 18-Dec-18	EVINE Live Inc.
DIAMOND TREASURES	4327877	30-Apr-13	Affidavit of Use 30-Apr-19	EVINE Live Inc.
GEM TREASURES	4334173	14-May-13	Affidavit of Use 14-May-19	EVINE Live Inc.
GRAND SUITES	4353017	18-Jun-13	Affidavit of Use 18-Jun-19	EVINE Live Inc.
DARE TO RARE	4370062	16-Jul-13	Affidavit of Use 16-Jul-19	EVINE Live Inc.
FLASH PRICE	4373587	23-Jul-13	Affidavit of Use 23-Jul-19	EVINE Live Inc.
FLASH PRICE	4373588	23-Jul-13	Affidavit of Use 23-Jul-19	EVINE Live Inc.
PALATINO	4389137	20-Aug-13	Affidavit of Use 20-Aug-19	EVINE Live Inc.
SEMPRESILVER	4400207	10-Sep-13	Affidavit of Use 10-Sept-	EVINE Live Inc.

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TREASURED LIGHTING	4400250	10-Sep-13	Affidavit of Use 10-Sept-19	EVINE Live Inc.
SOUTHPORT DIAMONDS	4403453	17-Sep-13	Affidavit of Use 17-Sept-19	EVINE Live Inc.
SURESOFT	4455162	24-Dec-13	Affidavit of Use 24-Dec-19	EVINE Live Inc.
GLITTERSCAPE	4457864	31-Dec-13	Affidavit of Use 31-Dec-19	EVINE Live Inc.
KATE & MALLORY	4476291	28-Jan-14	Affidavit of Use 28-Jan-20	EVINE Live Inc.
#HOLLYWOODTRENDS	4527066	6-May-14	Affidavit of Use 6-May-20	EVINE Live Inc.
WRINKLE EASE	4581642	5-Aug-14	Affidavit of Use 5-Aug-20	EVINE Live Inc.
COOK'S TRADITION	4593396	26-Aug-14	Affidavit of Use 26-Aug-20	EVINE Live Inc.
COOK'S COMPANION	4601937	9-Sep-14	Affidavit of Use 9-Sept-20	EVINE Live Inc.
LUMINOSITY 925	4628849	28-Oct-14	Affidavit of Use 28-Oct-20	EVINE Live Inc.
ULTIMATE SILVER	4657892	16-Nov-14	Affidavit of Use 16-Nov-20	EVINE Live Inc.
KATE & MALLORY	4659910	23-Dec-14	Affidavit of Use 23-Dec-20	EVINE Live Inc.
INNOVA	4682240	3-Feb-15	Affidavit of Use 3-Feb-21	EVINE Live Inc.
OSO CASUALS	4688249	17-Feb-15	Affidavit of Use 17-Feb-21	EVINE Live Inc.
SHQP	4689201	17-Feb-15	Affidavit of Use 17-Feb-21	EVINE Live Inc.
SHQP	4668277	6-Jan-15	Affidavit of Use 6-Jan-21	ValueVision Media, Inc. *
SHQP	4504439	1-Apr-14	Affidavit of Use 1-Apr-20	ValueVision Media, Inc. *
ShopHQ	4368884	16-Jul-13	Affidavit of Use 16-Jul-19	ValueVision Media, Inc.
VALUESHIPPING	3867309	26-Oct-10	Affidavit of Use 26-Oct-16	ValueVision Media, Inc.
VALUEPAY	2247569	25-May-99	Affidavit of Use & Renewal 25-May-19	ValueVision Media, Inc. *
GEM INSIDER	4692530	24-Feb-15	Affidavit of Use 24-Feb-21	EVINE Live Inc.
JAIPUR JEWELRY BAZAAR	4692531	24-Feb-15	Affidavit of Use 24-Feb-21	EVINE Live Inc.
NYC II	4692532	24-Feb-15	Affidavit of Use 24-Feb-21	EVINE Live Inc.
WAKE UP IN STYLE	4720085	14-Apr-15	Affidavit of Use 14-Apr-21	EVINE Live Inc.
BRILLIANTE	4723884	21-Apr-15	Affidavit of Use 21-Apr-21	EVINE Live Inc.
LABRADO	4725004	21-Apr-15	Affidavit of Use 21-Apr-21	EVINE Live Inc.
FIERRA	4744921	26-May-15	Affidavit of Use 26-May-21	EVINE Live Inc.
ALL SEASON	4745013	26-May-15	Affidavit of Use 26-May-21	EVINE Live Inc.
PRESTIGE PEARLS	4807485	8-Sep-15	Affidavit of Use 8-Sept-21	EVINE Live Inc.
PASSAGE TO ISRAEL	4807492	8-Sep-15	Affidavit of Use 8-Sept-21	EVINE Live Inc.
TRAVELRIGHT	4838175	20-Oct-15	Affidavit of Use 20-Oct-21	EVINE Live Inc.
HOT FLASHES	4844346	3-Nov-15	Affidavit of Use 3-Nov-21	EVINE Live Inc.
ARTIQUE SILVER CREATIONS	4864162	1-Dec-15	Affidavit of Use 1-Dec-21	EVINE Live Inc.
LINDEN RIDGE	4875797	22-Dec-15	Affidavit of Use 22-Dec-21	EVINE Live Inc.
SHOP. SHARE. SMILE.	4875697	22-Dec-15	Affidavit of Use 22-Dec-21	EVINE Live Inc.
EVINE LIVE	86458020	22-Dec-15	Affidavit of Use 22-Dec-21	EVINE Live Inc.

EVINE LIVE	4875695	22-Dec-15	Affidavit of Use 22-Dec-21	EVINE Live Inc.
EVINE LIVE	4882874	5-Jan-16	Affidavit of Use 5-Jan-22	EVINE Live Inc.
EVINE LIVE (Curtain Logo Color)	4875694	22-Dec-15	Affidavit of Use 22-Dec-21	EVINE Live Inc.
CITYSCAPE	4890735	19-Jan-16	Affidavit of Use 22-Jan-19	EVINE Live Inc.
#HOLLYWOODTRENDS	N/A	18-Mar-13*	N/A	EVINE Live Inc.
BEFORE & AFTER BEAUTY	N/A	11-Feb-15*	N/A	EVINE Live Inc.
COZELLE SLEEP PERFECTION PILLOW	N/A	29-Jan-15*	N/A	EVINE Live Inc.
DEVINE DREAMS	N/A	28-Jan-15*	N/A	EVINE Live Inc.
DEVINE TREATS	N/A	6-Jan-15*	N/A	EVINE Live Inc.
ENCHANT & 5TH	N/A	3-Sep-14*	N/A	EVINE Live Inc.
EVINE	N/A	29-Aug-14*	N/A	EVINE Live Inc.
EVINE LIVE (Curtain Logo)	N/A	18-Nov-14*	N/A	EVINE Live Inc.
EVINE LIVE SHOP. SHARE. SMILE.	N/A	18-Nov-14*	N/A	EVINE Live Inc.
EVINE TOO	N/A	30-Oct-15*	N/A	EVINE Live Inc.
EVINELIVE	N/A	29-Aug-14*	N/A	EVINE Live Inc.
EVLV	N/A	29-Aug-14*	N/A	EVINE Live Inc.
FAR EAST MARKET	N/A	14-Jan-15*	N/A	EVINE Live Inc.
KNITHAUS	N/A	25-Mar-15*	N/A	EVINE Live Inc.
LIQUID COOL	N/A	31-Jul-14*	N/A	EVINE Live Inc.
LUNA ITALIANA	N/A	24-Nov-14*	N/A	EVINE Live Inc.
MARITA	N/A	4-Feb-15*	N/A	EVINE Live Inc.
MICROLUXE	N/A	1-May-15*	N/A	EVINE Live Inc.
NORTH SHORE LIVING	N/A	2-Apr-15*	N/A	EVINE Live Inc.
ONE SOL	N/A	15-Jun-15*	N/A	EVINE Live Inc.
PATHARA	N/A	18-Feb-14*	N/A	EVINE Live Inc.
POSH PEARLS	N/A	23-Oct-12*	N/A	EVINE Live Inc.
RETAIL REALITY	N/A	20-Oct-15*	N/A	EVINE Live Inc.
SCULPT PILATES	N/A	19-Jun-15*	N/A	EVINE Live Inc.
SEMPREDIAMONDS	N/A	24-Dec-14*	N/A	EVINE Live Inc.
SLEEP RETREAT	N/A	19-Mar-15*	N/A	EVINE Live Inc.
STYLOGRAPHY	N/A	18-Feb-15*	N/A	EVINE Live Inc.
SUTTON PARC	N/A	7-Jul-14*	N/A	EVINE Live Inc.
THE SIZZLE	N/A	9-Dec-14*	N/A	EVINE Live Inc.
Tela	N/A	19-May-15*	N/A	EVINE Live Inc.
WAKE UP LIVE	N/A	3-Nov-15*	N/A	EVINE Live Inc.

\*Recordation of the Owner's name change from ValueVision Media, Inc. to EVINE Live Inc. has been filed in the U.S. Trademark Office and is pending recordation.

PATENT REGISTRATIONS

None.



## POWER OF ATTORNEY

**EVINE LIVE INC.**, a Minnesota corporation, **VALUEVISION INTERACTIVE, INC.**, a Minnesota corporation, **VVI FULFILLMENT CENTER, INC.**, a Minnesota corporation, **VALUEVISION MEDIA ACQUISITIONS, INC.**, a Delaware corporation, **VALUEVISION RETAIL, INC.**, a Delaware corporation, and **NORWELL TELEVISION, LLC**, a Delaware limited liability company (collectively, the "Grantors"), subject to the terms of the Intercreditor Agreement (as defined in the Loan Agreement (as defined below)), hereby authorize **GACP FINANCE CO., LLC**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Term Loan Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors, dated as of March 10, 2016 (as amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of March 10, 2016 (as amended, restated, supplemented, modified or replaced from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantors in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.


This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

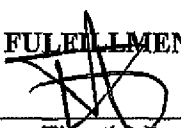
**EVINE LIVE INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

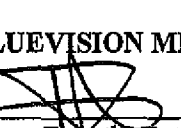
**VALUEVISION INTERACTIVE, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

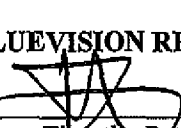
**VVI FULFILLMENT CENTER, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer


**VALUEVISION MEDIA ACQUISITIONS, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

**VALUEVISION RETAIL, INC.**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

**NORWELL TELEVISION, LLC**

By:   
Name: Timothy Peterman  
Title: Chief Financial Officer

*[Trademark and Patent Security Agreement Power of Attorney - Signature Page]*


**COMPANY ACKNOWLEDGMENT**

State of Minnesota )  
  : SS  
Hennepin County )

This instrument was acknowledged before me on the 3 day of March, 2016, by  
Tim Peterman as CFO of EVIAE INC.

[Seal]



  
\_\_\_\_\_  
Christinal Quittem  
Notary Public, State of MN  
My commission expires on 1-31-19

[Trademark and Patent Security Agreement Power of Attorney - Acknowledgement Page]