

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q

Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

for the quarterly period ended May 2, 2015

Commission File Number 0-20243

**EVINE Live Inc.**

(Exact Name of Registrant as Specified in Its Charter)

Minnesota

(State or Other Jurisdiction of  
Incorporation or Organization)

41-1673770

(I.R.S. Employer  
Identification No.)

6740 Shady Oak Road, Eden Prairie, MN 55344-3433

(Address of Principal Executive Offices, including Zip Code)

952-943-6000

(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller  
reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of May 15, 2015, there were 57,045,062 shares of the registrant's common stock, \$.01 par value per share, outstanding.

**EVINE Live Inc. AND SUBSIDIARIES**  
**FORM 10-Q TABLE OF CONTENTS**  
**May 2, 2015**

	<b>Page</b>
<b><u>Part I. Financial Information</u></b>	
<u>Item 1. Financial Statements (Unaudited)</u>	<u>3</u>
<u>Condensed Consolidated Balance Sheets as of May 2, 2015 and January 31, 2015</u>	<u>3</u>
<u>Condensed Consolidated Statements of Operations for the Three-Month Periods Ended May 2, 2015 and May 3, 2014</u>	<u>4</u>
<u>Condensed Consolidated Statement of Shareholders' Equity for the Three-Month Period Ended May 2, 2015</u>	<u>5</u>
<u>Condensed Consolidated Statements of Cash Flows for the Three-Month Periods Ended May 2, 2015 and May 3, 2015</u>	<u>6</u>
<u>Notes to Condensed Consolidated Financial Statements as of May 2, 2015</u>	<u>7</u>
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>16</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>25</u>
<u>Item 4. Controls and Procedures</u>	<u>26</u>
<b><u>Part II. Other Information</u></b>	
<u>Item 1. Legal Proceedings</u>	<u>27</u>
<u>Item 1A. Risk Factors</u>	<u>27</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>27</u>
<u>Item 3. Defaults Upon Senior Securities</u>	<u>28</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>28</u>
<u>Item 5. Other Information</u>	<u>28</u>
<u>Item 6. Exhibits</u>	<u>28</u>
<b><u>Signatures</u></b>	<u>29</u>
<b><u>Exhibit Index</u></b>	<u>30</u>
EX-10.1	
EX-10.2	
EX-31.1	
EX-31.2	
EX-32	
EX-101.INS	
EX-101.SCH	
EX-101.CAL	
EX-101.DEF	
EX-101.LAB	
EX-101.PRE	

## PART I — FINANCIAL INFORMATION

## Item 1. FINANCIAL STATEMENTS

**EVINE Live Inc. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(Unaudited)  
(In thousands, except share and per share data)

	May 2, 2015	January 31, 2015
	(In thousands, except share and per share data)	
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash	\$ 16,055	\$ 19,828
Restricted cash and investments	2,100	2,100
Accounts receivable, net	94,169	112,275
Inventories	67,517	61,456
Prepaid expenses and other	5,908	5,284
Total current assets	185,749	200,943
<b>Property &amp; equipment, net</b>	47,764	42,759
<b>FCC broadcasting license</b>	12,000	12,000
<b>Other assets</b>	2,069	1,989
	<u>\$ 247,582</u>	<u>\$ 257,691</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 71,813	\$ 81,457
Accrued liabilities	31,267	36,683
Current portion of long term credit facility	1,964	1,736
Deferred revenue	85	85
Total current liabilities	105,129	119,961
<b>Capital lease liability</b>	23	36
<b>Deferred revenue</b>	228	249
<b>Deferred tax liability</b>	2,143	1,946
<b>Long term credit facility</b>	57,245	50,971
Total liabilities	164,768	173,163
<b>Commitments and contingencies</b>		
<b>Shareholders' equity:</b>		
Common stock, \$.01 per share par value, 100,000,000 shares authorized; 57,045,062 and 56,448,663 shares issued and outstanding	570	564
Additional paid-in capital	421,854	418,846
Accumulated deficit	(339,610)	(334,882)
Total shareholders' equity	82,814	84,528
	<u>\$ 247,582</u>	<u>\$ 257,691</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**EVINE Live Inc. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)  
(In thousands, except share and per share data)

	For the Three-Month Periods Ended	
	May 2, 2015	May 3, 2014
<b>Net sales</b>	\$ 158,451	\$ 159,701
<b>Cost of sales</b>	101,146	99,695
Gross profit	57,305	60,006
<b>Operating expense:</b>		
Distribution and selling	50,799	49,729
General and administrative	5,712	5,912
Depreciation and amortization	2,131	2,268
Activist shareholder response costs	—	1,045
Executive and management transition costs	2,590	—
Total operating expense	61,232	58,954
<b>Operating income (loss)</b>	(3,927)	1,052
<b>Other income (expense):</b>		
Interest income	2	—
Interest expense	(598)	(391)
Total other expense	(596)	(391)
<b>Income (loss) before income taxes</b>	(4,523)	661
Income tax provision	(205)	(201)
<b>Net income (loss)</b>	\$ (4,728)	\$ 460
<b>Net income (loss) per common share</b>	\$ (0.08)	\$ 0.01
<b>Net income (loss) per common share — assuming dilution</b>	\$ (0.08)	\$ 0.01
Weighted average number of common shares outstanding:		
Basic	56,640,767	49,844,253
Diluted	56,640,767	56,340,970

The accompanying notes are an integral part of these condensed consolidated financial statements.

**EVINE Live Inc. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY**  
**FOR THE THREE-MONTH PERIOD ENDED MAY 2, 2015**

(Unaudited)

(In thousands, except share data)

	<u>Common Stock</u>				
	<u>Number of Shares</u>	<u>Par Value</u>	<u>Additional Paid-In Capital</u>	<u>Accumulated Deficit</u>	<u>Total Shareholders' Equity</u>
<b>BALANCE, January 31, 2015</b>	56,448,663	\$ 564	\$ 418,846	\$ (334,882)	\$ 84,528
Net loss	—	—	—	(4,728)	(4,728)
Common stock issuances pursuant to equity compensation plans	596,399	6	2,399	—	2,405
Share-based payment compensation	—	—	609	—	609
<b>BALANCE, May 2, 2015</b>	<u>57,045,062</u>	<u>\$ 570</u>	<u>\$ 421,854</u>	<u>\$ (339,610)</u>	<u>\$ 82,814</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**EVINE Live Inc. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)  
(In thousands)

	For the Three-Month Periods Ended	
	May 2, 2015	May 3, 2014
<b>OPERATING ACTIVITIES:</b>		
Net income (loss)	\$ (4,728)	\$ 460
Adjustments to reconcile net income (loss) to net cash used for operating activities:		
Depreciation and amortization	2,307	2,373
Share-based payment compensation	609	1,044
Amortization of deferred revenue	(21)	(22)
Amortization of deferred financing costs	68	48
Deferred income taxes	197	197
Changes in operating assets and liabilities:		
Accounts receivable, net	18,106	10,748
Inventories	(6,061)	(1,834)
Prepaid expenses and other	(603)	60
Accounts payable and accrued liabilities	(14,238)	(14,567)
Net cash used for operating activities	<u>(4,364)</u>	<u>(1,493)</u>
<b>INVESTING ACTIVITIES:</b>		
Property and equipment additions	(8,143)	(2,591)
Net cash used for investing activities	<u>(8,143)</u>	<u>(2,591)</u>
<b>FINANCING ACTIVITIES:</b>		
Payments for deferred issuance costs	(160)	(32)
Payments on capital leases	(13)	(12)
Proceeds from issuance of revolving loan	4,300	—
Proceeds from issuance of term loan	2,849	—
Payments on term loan	(647)	—
Proceeds from exercise of stock options	2,405	—
Net cash provided by (used for) financing activities	<u>8,734</u>	<u>(44)</u>
Net decrease in cash	(3,773)	(4,128)
<b>BEGINNING CASH</b>	19,828	29,177
<b>ENDING CASH</b>	<u>\$ 16,055</u>	<u>\$ 25,049</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>		
Interest paid	\$ 590	\$ 344
Income taxes paid	\$ 33	\$ 22
<b>SUPPLEMENTAL NON-CASH INVESTING AND FINANCING ACTIVITIES:</b>		
Property and equipment purchases included in accounts payable	\$ 1,179	\$ 871
Deferred issuance costs included in accrued liabilities	\$ 15	\$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

**EVINE Live Inc. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**May 2, 2015**  
(Unaudited)

**(1) General**

EVINE Live Inc. and its subsidiaries ("we," "our," "us," or the "Company") are collectively a digital commerce company that markets, sells and distributes products to consumers through TV, online, and mobile devices. The Company operates a 24-hour television shopping network, EVINE Live, which is distributed primarily on cable and satellite systems, through which it offers brand name and private label products in the categories of jewelry & watches; home & consumer electronics; beauty, health & fitness; and fashion & accessories. Orders are taken via telephone, online and mobile channels. The television network is distributed into approximately 88 million homes, primarily through cable and satellite affiliation agreements and agreements with telecommunications companies such as AT&T and Verizon. Programming is also streamed live online at evine.com and is also available on all mobile channels. Programming is also distributed through a Company-owned full power television station in Boston, Massachusetts and through leased carriage on a full power television station in Seattle, Washington.

The Company also operates evine.com, a comprehensive digital commerce platform that sells products which appear on its television shopping network as well as an extended assortment of online-only merchandise. The live programming and products are also marketed via mobile devices, including smartphones and tablets, and through the leading social media channels.

On November 18, 2014, the Company announced that it had changed its corporate name to EVINE Live Inc. from ValueVision Media, Inc. Effective November 20, 2014, the Company's NASDAQ trading symbol also changed to EVLV from VVTV. The Company transitioned from doing business as "ShopHQ" to "EVINE Live" and evine.com on February 14, 2015.

**(2) Basis of Financial Statement Presentation**

*Principles of Consolidation*

The accompanying unaudited condensed consolidated financial statements have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles ("GAAP") in the United States of America have been condensed or omitted in accordance with these rules and regulations. The accompanying condensed consolidated balance sheet as of January 31, 2015 has been derived from the Company's audited financial statements for the fiscal year ended January 31, 2015. The information furnished in the interim condensed consolidated financial statements includes normal recurring accruals and reflects all adjustments which, in the opinion of management, are necessary for a fair presentation of these financial statements. Although management believes the disclosures and information presented are adequate, these interim condensed consolidated financial statements should be read in conjunction with the Company's most recent audited financial statements and notes thereto included in its annual report on Form 10-K for the fiscal year ended January 31, 2015. Operating results for the three-month period ended May 2, 2015 are not necessarily indicative of the results that may be expected for the fiscal year ending January 30, 2016.

The accompanying condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

*Fiscal Year*

The Company's fiscal year ends on the Saturday nearest to January 31. References to years in this report relate to fiscal years, rather than to calendar years. The Company's most recently completed fiscal year, fiscal 2014, ended on January 31, 2015, and consisted of 52 weeks. Fiscal 2015 will end on January 30, 2016, and will contain 52 weeks. The quarters ended May 2, 2015 and May 3, 2014 each consisted of 13 weeks.

*Recently Issued Accounting Pronouncements*

In May 2014, the Financial Accounting Standards Board issued Revenue from Contracts with Customers, Topic 606 (Accounting Standards Update (ASU) No. 2014-09), which provides a framework for the recognition of revenue, with the objective that recognized revenues properly reflect amounts an entity is entitled to receive in exchange for goods and services. This guidance, which includes additional disclosure requirements regarding revenue, cash flows and obligations related to contracts with customers, will be effective for interim and annual reporting periods beginning after December 15, 2016. We are currently evaluating the impact of adopting ASU 2014-09 on our consolidated financial statements.

In April 2015, the Financial Accounting Standards Board issued Simplifying the Presentation of Debt Issuance Costs, Subtopic 835-30 (ASU No 2015-03). ASU 2015-03 requires debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying value of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by ASU 2015-03. The amendments in this ASU are effective retrospectively for fiscal years, and interim periods within those years, beginning after December 15, 2015. Early adoption is permitted. We are currently evaluating the impact of adopting ASU 2015-03 on our consolidated financial statements.

### (3) Fair Value Measurements

GAAP utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The fair value hierarchy gives the highest priority to observable quoted prices (unadjusted) in active markets for identical assets and liabilities (Level 1 measurement), then priority to quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market (Level 2 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

As of May 2, 2015 and January 31, 2015 the Company had \$ 2,100,000 in Level 2 investments in the form of bank certificates of deposit which are used as cash collateral for the issuance of commercial letters of credit. The Company's investments in certificates of deposits were measured using inputs based upon quoted prices for similar instruments in active markets and, therefore, were classified as Level 2 investments. As of May 2, 2015 and January 31, 2015 the Company also had a long-term variable rate Credit Facility with carrying values of \$59,209,000 and \$52,707,000 , respectively. As of May 2, 2015 and January 31, 2015 , \$1,964,000 and \$1,736,000 was classified as current. The fair value of the variable rate Credit Facility approximates and is based on its carrying value. The Company has no Level 3 investments that use significant unobservable inputs.

### (4) Intangible Assets

Intangible assets in the accompanying consolidated balance sheets consisted of the following:

	Weighted Average Life (Years)	May 2, 2015		January 31, 2015	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Finite-lived intangible assets:					
EVINE trademark	15	\$ 1,103,000	\$ (24,000)	\$ 1,103,000	\$ (18,000)
Total finite-lived intangible assets		<u>\$ 1,103,000</u>	<u>\$ (24,000)</u>	<u>\$ 1,103,000</u>	<u>\$ (18,000)</u>
Indefinite-lived intangible assets:					
FCC broadcast license		<u>\$ 12,000,000</u>		<u>\$ 12,000,000</u>	

The Company annually reviews its FCC television broadcast license for impairment in the fourth quarter, or more frequently if an impairment indicator is present. As of January 31, 2015 , the Company had an intangible FCC broadcasting license with a carrying value of \$12,000,000 and an estimated fair value of \$13,100,000 . The Company estimates the fair value of its FCC television broadcast license primarily by using income-based discounted cash flow models with the assistance of an independent outside fair value consultant. The discounted cash flow models utilize a range of assumptions including revenues, operating profit margin, projected capital expenditures and an unobservable discount rate. The Company concluded that the inputs used in its intangible FCC broadcasting license asset valuation are Level 3 inputs related to this valuation. The Company also considers comparable asset market and sales data for recent comparable market transactions for standalone television broadcasting stations to assist in determining fair value.

While the Company believes that its estimates and assumptions regarding the valuation of the license are reasonable, different assumptions or future events could materially affect its valuation. In addition, due to the illiquid nature of this asset, the Company's valuation for this license could be materially different if it were to decide to sell it in the short term which, upon revaluation, could result in a future impairment of this asset.

Amortization expense related to the EVINE trademark license was \$6,000 for the three -months ended May 2, 2015 .

**(5) Credit Agreement**

The Company's long-term credit facility consists of:

	<u>May 2, 2015</u>	<u>January 31, 2015</u>
Credit Facility		
Revolving loan	\$ 45,000,000	\$ 40,700,000
Term loan	14,209,000	12,007,000
Total long-term credit facility	59,209,000	52,707,000
Less current portion of long-term credit facility	(1,964,000)	(1,736,000)
Long-term credit facility, excluding current portion	<u>\$ 57,245,000</u>	<u>\$ 50,971,000</u>

On February 9, 2012, the Company entered into a credit and security agreement (as amended on March 6, 2015, the "Credit Facility") with PNC Bank, N.A. ("PNC"), a member of The PNC Financial Services Group, Inc., as lender and agent. The Credit Facility, which includes The Private Bank as part of the facility, provides a revolving line of credit of \$75.0 million and provides for a \$15.0 million term loan on which the Company has drawn to fund improvements at the Company's distribution facility in Bowling Green, Kentucky. The Credit Facility also provides an accordion feature that would allow the Company to expand the size of the revolving line of credit by another \$15.0 million upon certain conditions being met.

All borrowings under the amended Credit Facility mature and are payable on May 1, 2018. Subject to certain conditions, the Credit Facility also provides for the issuance of letters of credit in an aggregate amount up to \$6.0 million which, upon issuance, would be deemed advances under the Credit Facility. Maximum borrowings and available capacity under the revolving line of credit under the Credit Facility are equal to the lesser of \$75.0 million or a calculated borrowing base comprised of eligible accounts receivable and eligible inventory. The Credit Facility is secured by substantially all of the Company's personal property, as well as the Company's real properties located in Eden Prairie, Minnesota and Bowling Green, Kentucky. Under certain circumstances, the borrowing base may be adjusted if there were to be a significant deterioration in value of the Company's accounts receivable and inventory.

The revolving line of credit under the Credit Facility bears interest at LIBOR plus 3% per annum. The term loan bears interest at either (i) a fixed rate based on the LIBOR Rate for interest periods of one , two , three or six months, or (ii) a daily floating alternate base rate (the "Base Rate"), plus until January 31, 2015, a margin of 5% on the Base Rate and 6% on the LIBOR Rate and then the margin adjusts each fiscal year to a rate consisting of between 4% and 5% on Base Rate term loans and 5% to 6% on LIBOR Rate term loans based on the Company's leverage ratio as demonstrated in its financial statements. As of May 2, 2015 , the Company had borrowings of \$45.0 million under its revolving credit facility. Remaining capacity under the revolving credit facility as of May 2, 2015 is \$30.0 million , of which \$3.0 million is earmarked for our distribution facility expansion, with the balance providing liquidity for working capital and general corporate purposes. The Credit Facility also provides for a \$15.0 million term loan on which the Company has drawn to fund an expansion at the Company's distribution facility in Bowling Green, Kentucky. As of May 2, 2015 , there was approximately \$14.2 million of borrowings under the Credit Facility term loan of which \$2.0 million was classified as current in the accompanying balance sheet.

Principal borrowings under the term loan are to be payable in monthly installments over an 84 month amortization period commencing on January 1, 2015 and are also subject to mandatory prepayment in certain circumstances, including, but not limited to, upon receipt of certain proceeds from dispositions of collateral. Borrowings under the term loan are also subject to mandatory prepayment starting in the fiscal year ending January 31, 2016 in an amount equal to fifty percent ( 50% ) of excess cash flow for such fiscal year, with any such payment not to exceed \$2.0 million in any such fiscal year. The Credit Facility is also subject to other mandatory prepayment in certain circumstances. In addition, if the total Credit Facility is terminated prior to maturity, the Company would be required to pay an early termination fee of 0.5% if terminated on or before May 1, 2016; and no fee if terminated after May 1, 2016. Interest expense recorded under the Credit Facility was \$593,000 , and \$390,000 for the first quarter of fiscal 2015 and fiscal 2014 , respectively.

The Amended Credit Facility contains customary covenants and conditions, including, among other things, maintaining a minimum of unrestricted cash plus facility availability of \$10.0 million at all times and limiting annual capital expenditures. As our unused line availability is greater than \$10.0 million at May 2, 2015 , no additional cash is required to be restricted. Certain financial covenants, including minimum EBITDA levels (as defined in the Credit Facility) and a minimum fixed charge coverage ratio, become applicable only if unrestricted cash plus facility availability falls below \$16.0 million or upon an event of default. In addition, the Credit Facility places restrictions on the Company's ability to incur additional indebtedness or prepay existing indebtedness, to create liens or other encumbrances, to sell or otherwise dispose of assets, to merge or consolidate with other entities, and to make certain restricted payments, including payments of dividends to common shareholders.

Costs incurred to obtain amendments to the Credit Facility totaling \$856,000 and unamortized costs incurred to obtain the original Credit Facility totaling \$466,000 have been deferred and are being expensed as additional interest over the five -year term of the Credit Facility.

The aggregate maturities of the Company's long-term Credit Facility is as follows:

Fiscal year	Credit Facility		Total
	Term loan	Revolving loan	
2015	\$ 1,429,000	\$ —	\$ 1,429,000
2016	2,143,000	—	2,143,000
2017	2,143,000	—	2,143,000
2018	8,494,000	45,000,000	53,494,000
2019	—	—	—
	<u>\$ 14,209,000</u>	<u>\$ 45,000,000</u>	<u>\$ 59,209,000</u>

### (6) Share-Based Compensation - Stock Option Awards

Compensation is recognized for all share-based compensation arrangements by the Company. Stock-based compensation expense for the first quarters of fiscal 2015 and fiscal 2014 related to stock option awards was \$261,000 and \$744,000 , respectively. The Company has not recorded any income tax benefit from the exercise of stock options due to the uncertainty of realizing income tax benefits in the future.

As of May 2, 2015 , the Company had one omnibus stock plan for which stock awards can be currently granted: the 2011 Omnibus Incentive Plan that provides for the issuance of up to 6,000,000 shares of the Company's stock. The 2004 Omnibus Plan expired on June 22, 2014. No further awards may be made under the 2004 Omnibus Plan, but any award granted under the 2004 Omnibus Plan and outstanding on June 22, 2014 will remain outstanding in accordance with its terms. The 2001 Omnibus Stock Plan expired on June 21, 2011. The 2011 plan is administered by the human resources and compensation committee of the board of directors and provides for awards for employees, directors and consultants. All employees and directors of the Company and its affiliates are eligible to receive awards under the plan. The types of awards that may be granted under the plan include restricted and unrestricted stock, restricted stock units, incentive and non-statutory stock options, stock appreciation rights, performance units, and other stock-based awards. Incentive stock options may be granted to employees at such exercise prices as the human resources and compensation committee may determine but not less than 100% of the fair market value of the underlying stock as of the date of grant. No incentive stock option may be granted more than 10 years after the effective date of the respective plan's inception or be exercisable more than 10 years after the date of grant. Options granted to outside directors are non-statutory stock options with an exercise price equal to 100% of the fair market value of the underlying stock as of the date of grant. With the exception of market-based options, options granted generally vest over three years in the case of employee stock options and vest immediately on the date of grant in the case of director options, and have contractual terms of 10 years from the date of grant.

The fair value of each time-based vesting option award is estimated on the date of grant using the Black-Scholes option pricing model that uses assumptions noted in the following table. Expected volatilities are based on the historical volatility of the Company's stock. Expected term is calculated using the simplified method taking into consideration the option's contractual life and vesting terms. The Company uses the simplified method in estimating its expected option term because it believes that historical exercise data cannot be accurately relied upon at this time to provide a reasonable basis for estimating an expected term due to the extreme volatility of its stock price and the resulting unpredictability of its stock option exercises. The risk-free interest rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant. Expected dividend yields were not used in the fair value computations as the Company has never declared or paid dividends on its common stock and currently intends to retain earnings for use in operations.

	Fiscal 2015	Fiscal 2014
Expected volatility	82%	88% - 98%
Expected term (in years)	6 years	5 - 6 years
Risk-free interest rate	1.7%	1.5% - 2.2%

*Market-Based Stock Option Awards*

On October 3, 2012, the Company granted 2,125,000 non-qualified market-based stock options to its executive officers as part of the Company's long-term executive compensation program. The options were granted with an exercise price of \$4.00 and each option will become exercisable in three tranches, as follows, on the dates when the Company's average closing stock price for 20 consecutive trading days equals or exceeds the following prices: Tranche 1 ( 50% of the shares subject to the option at \$6.00 per share); Tranche 2 ( 25% at \$8.00 per share); and Tranche 3 ( 25% at \$10.00 per share). On August 14, 2013, 50% of this stock option grant (Tranche 1) vested and as a result, the vesting of the second and third tranches can occur any time on or before the fifth anniversary of the grant date. As of May 2, 2015 , 977,500 market-based stock option awards were outstanding. The total grant date fair value was estimated to be \$1,998,000 and is being amortized over the derived service periods for each tranche.

Grant date fair values and derived service periods for each tranche were determined using a Monte Carlo valuation model based on assumptions, which included a weighted average risk-free interest rate of 0.38% , a weighted average expected life of 3.3 years and an implied volatility of 78% and were as follows for each tranche:

	Fair Value (Per Share)	Derived Service Period
Tranche 1 (\$6.00/share)	\$0.93	15 months
Tranche 2 (\$8.00/share)	\$0.95	20 months
Tranche 3 (\$10.00/share)	\$0.95	24 months

A summary of the status of the Company's stock option activity as of May 2, 2015 and changes during the three months then ended is as follows:

	2011 Incentive Stock Option Plan	Weighted Average Exercise Price	2004 Incentive Stock Option Plan	Weighted Average Exercise Price	2001 Incentive Stock Option Plan	Weighted Average Exercise Price	Other Non- Qualified Stock Options	Weighted Average Exercise Price
Balance outstanding, January 31, 2015	2,463,000	\$ 4.09	1,206,000	\$ 6.71	826,000	\$ 6.89	450,000	\$ 4.51
Granted	270,000	\$ 6.10	—	\$ —	—	\$ —	—	\$ —
Exercised	(53,000)	\$ 4.44	(30,000)	\$ 2.70	(130,000)	\$ 3.18	(372,000)	\$ 4.57
Forfeited or canceled	(509,000)	\$ 4.33	(103,000)	\$ 7.69	(22,000)	\$ 12.76	(78,000)	\$ 4.23
Balance outstanding, May 2, 2015	<u>2,171,000</u>	<u>\$ 4.27</u>	<u>1,073,000</u>	<u>\$ 6.73</u>	<u>674,000</u>	<u>\$ 7.41</u>	<u>—</u>	<u>\$ —</u>
Options exercisable at May 2, 2015	<u>1,333,000</u>	<u>\$ 3.98</u>	<u>1,047,000</u>	<u>\$ 6.78</u>	<u>674,000</u>	<u>\$ 7.41</u>	<u>—</u>	<u>\$ —</u>

The following table summarizes information regarding stock options outstanding at May 2, 2015 :

Option Type	Options Outstanding				Options Vested or Expected to Vest			
	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
2011 Incentive:	<u>2,171,000</u>	<u>\$ 4.27</u>	<u>8.1</u>	<u>\$ 3,550,000</u>	<u>2,118,000</u>	<u>\$ 4.31</u>	<u>8.0</u>	<u>\$ 3,518,000</u>
2004 Incentive:	<u>1,073,000</u>	<u>\$ 6.73</u>	<u>4.1</u>	<u>\$ 267,000</u>	<u>1,071,000</u>	<u>\$ 6.68</u>	<u>4.1</u>	<u>\$ 263,000</u>
2001 Incentive:	<u>674,000</u>	<u>\$ 7.41</u>	<u>3.1</u>	<u>\$ 43,000</u>	<u>674,000</u>	<u>\$ 7.41</u>	<u>3.1</u>	<u>\$ 43,000</u>
Non-Qualified:	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>

The weighted average grant-date fair value of options granted in the first three-months of fiscal 2015 and fiscal 2014 was \$4.35 and \$4.02 , respectively. The total intrinsic value of options exercised during the first three-months of fiscal 2015 and fiscal 2014 was \$1,397,000 and \$0 , respectively. As of May 2, 2015 , total unrecognized compensation cost related to stock options was \$2,544,000 and is expected to be recognized over a weighted average expected life of approximately 2.3 years .



**(7) Restricted Stock and Warrant Exercise***Restricted Stock*

Compensation expense recorded for the first quarter of fiscal 2015 and fiscal 2014 relating to restricted stock grants was \$348,000 and \$300,000, respectively. As of May 2, 2015, there was \$3,223,000 of total unrecognized compensation cost related to non-vested restricted stock grants. That cost is expected to be recognized over a weighted average expected life of 2.2 years. The total fair value of restricted stock vested during the first three months of fiscal 2015 and fiscal 2014 was \$88,000 and \$0, respectively.

During the first quarter of fiscal 2015, the Company granted a total of 67,786 shares of time-based restricted stock awards to certain key employees as part of the Company's long-term incentive program. The restricted stock will vest in three equal annual installments beginning March 20, 2016. The aggregate market value of the restricted stock at the date of the award was \$417,593 and is being amortized as compensation expense over the three-year vesting period.

During the first quarter of fiscal 2015, the Company also granted a total of 106,963 shares of market-based restricted stock performance units to certain executives as part of the Company's long-term incentive program. The number of restricted stock units earned is based on the Company's total shareholder return ("TSR") relative to a group of industry peers over a three-year performance measurement period. The total grant date fair value was estimated to be \$776,865, or \$7.26 per share and is being amortized over the three-year performance period. Grant date fair values were determined using a Monte Carlo valuation model based on assumptions, which included a weighted average risk-free interest rate of 0.9%, a weighted average expected life of three years and an implied volatility of 54% - 55%. The percent of the target market-based performance vested restricted stock unit award that will be earned based on the Company's TSR relative to the peer group is as follows:

Percentile Rank	Percentage of Units Vested
< 33%	0%
33%	50%
50%	100%
100%	150%

On November 17, 2014, the Company granted 199,790 shares of market-based restricted stock units to its chief executive officer and 79,916 shares of market-based restricted stock units to its chief strategy officer in conjunction with the hiring of these positions. As of May 2, 2015, these market-based restricted stock awards were outstanding. The total grant date fair value was estimated to be \$1,373,000, or \$4.91 per share and is being amortized over the three-year performance period. Grant date fair values were determined using a Monte Carlo valuation model based on assumptions, which included a weighted average risk-free interest rate of 1.03%, a weighted average expected life of three years and an implied volatility of 60%. Each restricted stock award will vest if at any time during the three-year performance period the closing price of the Company's stock equals or exceeds, for ten consecutive trading days, the following cumulative total shareholder return ("TSR") thresholds:

Cumulative TSR Thresholds	Percentage of Units Vested
< 25%	0%
25%	25%
33%	50%
40%	75%
50%	100%

On June 18, 2014, the Company granted a total of 56,000 shares of restricted stock to seven non-management board members as part of the Company's annual director compensation program. Each restricted stock award vests on the day immediately preceding the next annual meeting of shareholders following the date of grant. The aggregate market value of the restricted stock at the date of the award was \$281,000 and is being amortized as director compensation expense over the twelve-month vesting period.

On March 13, 2014, the Company granted a total of 53,000 shares of restricted stock to certain key employees as part of the Company's long-term incentive program. The restricted stock will vest in three equal annual installments beginning March 13, 2015. The aggregate market value of the restricted stock at the date of the award was \$290,000 and is being amortized as compensation expense over the three-year vesting period. During the first quarter of fiscal 2014, the Company also granted a total of 4,000 shares of restricted stock to two new non-management board members as part of the Company's annual director

compensation program. Each restricted stock award vested on the day immediately preceding the next annual meeting of shareholders following the date of grant. The aggregate market value of the restricted stock at the date of the award was \$23,500 and was amortized as director compensation expense through June 2014.

A summary of the status of the Company's non-vested restricted stock activity as of May 2, 2015 and changes during the three-month period then ended is as follows:

	Shares	Weighted Average Grant Date Fair Value
Non-vested outstanding, January 31, 2015	704,000	\$4.54
Granted	175,000	\$6.84
Vested	(15,000)	\$5.50
Forfeited	(43,000)	\$5.57
Non-vested outstanding, May 2, 2015	<u>821,000</u>	<u>\$4.96</u>

### (8) Net Income (Loss) Per Common Share

Basic net income (loss) per share is computed by dividing reported income (loss) by the weighted average number of shares of common stock outstanding for the reported period. Diluted income per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock of the Company during reported periods.

A reconciliation of net income (loss) per share calculations and the number of shares used in the calculation of basic income (loss) per share and diluted income (loss) per share is as follows:

	Three-Month Periods Ended	
	May 2, 2015	May 3, 2014
Net income (loss) (a)	\$ (4,728,000)	\$ 460,000
Weighted average number of shares of common stock outstanding — Basic	56,640,767	49,844,253
Dilutive effect of stock options, non-vested shares and warrants (b)	—	6,496,717
Weighted average number of shares of common stock outstanding — Diluted	56,640,767	56,340,970
Net income (loss) per common share	<u>\$ (0.08)</u>	<u>\$ 0.01</u>
Net income (loss) per common share — assuming dilution	<u>\$ (0.08)</u>	<u>\$ 0.01</u>

(a) The net loss for the three-month period ended May 2, 2015 includes costs related to executive and management transition of \$2,590,000. The net income for the three-month period ended May 3, 2014 includes costs related to an activist shareholder response of \$1,045,000.

(b) For the three-month period ended May 2, 2015, approximately 741,000 incremental in-the-money potentially dilutive common share options have been excluded from the computation of diluted earnings per share, as the effect of their inclusion would be antidilutive.

### (9) Business Segments and Sales by Product Group

The Company has one reporting segment, which encompasses its digital commerce retailing. The Company markets, sells and distributes its products to consumers primarily through its digital commerce television, online website evine.com and mobile platforms. The Company's television shopping, online and mobile platforms have similar economic characteristics with respect to products, product sourcing, vendors, marketing and promotions, gross margins, customers, and methods of distribution. In addition, the Company believes that its television shopping program is a key driver of traffic to both the evine.com website and mobile applications whereby many of the online sales originate from customers viewing the Company's television program and then place their orders online or through mobile devices. All of the Company's sales are made to customers residing in the United

States. The chief operating decision maker is the Chief Executive Officer of the Company. Certain fiscal 2014 product category amounts in the accompanying table have been reclassified to conform to our fiscal 2015 product group hierarchy.

Information on net sales by significant product groups are as follows (in thousands):

	<b>Three-Month Periods Ended</b>	
	<b>May 2, 2015</b>	<b>May 3, 2014</b>
Jewelry & Watches	\$ 65,809	\$ 68,904
Home & Consumer Electronics	37,110	38,908
Beauty, Health & Fitness	19,525	18,330
Fashion & Accessories	23,329	19,727
All other (primarily shipping & handling revenue)	12,678	13,832
Total	<u>\$ 158,451</u>	<u>\$ 159,701</u>

### **(10) Income Taxes**

At January 31, 2015, the Company had federal net operating loss carryforwards ("NOLs") of approximately \$298.5 million, and state NOLs of approximately \$188.0 million which are available to offset future taxable income. The Company's federal NOLs expire in varying amounts each year from 2023 through 2034 in accordance with applicable federal tax regulations and the timing of when the NOLs were incurred. In the first quarter of fiscal 2011, the Company had a change in ownership (as defined in Section 382 of the Internal Revenue Code) as a result of the issuance of common stock coupled with the redemption of all the Series B Preferred Stock held by GE Equity. Sections 382 and 383 limit the annual utilization of certain tax attributes, including NOL carryforwards, incurred prior to a change in ownership. The limitations imposed by Sections 382 and 383 are not expected to impair the Company's ability to fully realize its NOLs; however, the annual usage of NOLs incurred prior to the change in ownership will be limited. The Company currently has recorded a full valuation allowance for its net deferred tax assets. The ultimate realization of these deferred tax assets and related limitations depend on the ability of the Company to generate sufficient taxable income in the future, as well as the timing of such income.

For the first quarter of fiscal 2015 and fiscal 2014, the income tax provision included a non-cash tax charge of approximately \$197,000, relating to changes in our long-term deferred tax liability related to the tax amortization of the Company's indefinite-lived intangible FCC license asset that is not available to offset existing deferred tax assets in determining changes to our income tax valuation allowance. The Company expects the continued tax amortization of its indefinite-lived intangible asset and resulting book versus tax asset carrying value difference to result in approximately \$591,000 of additional non-cash income tax expense over the remainder of fiscal 2015.

### **(11) Litigation**

The Company is involved from time to time in various claims and lawsuits in the ordinary course of business. In the opinion of management, the claims and suits individually and in the aggregate will not have a material effect on the Company's operations or consolidated financial statements.

### **(12) Related Party Transactions**

#### ***Relationship with GE Equity and NBCU***

In January 2011, General Electric Company ("GE") consummated a transaction with Comcast Corporation ("Comcast") pursuant to which GE contributed all of its holdings in NBC Universal Media, LLC ("NBCU") to NBCUniversal, LLC, a newly formed entity beneficially owned 51% by Comcast and 49% by GE. As a result of that transaction, NBCU is now a wholly-owned subsidiary of NBCUniversal, LLC. In March 2013, GE sold its remaining 49% common equity interest in NBCUniversal, LLC to Comcast pursuant to an agreement reached in February 2013. As of May 2, 2015, the direct equity ownership of GE Equity in the Company consists of 3,574,106 shares of common stock and the direct ownership of NBCU in the Company consists of 7,141,849 shares of common stock. The Company has a significant cable distribution agreement with Comcast and believes that the terms of this agreement are comparable to those with other cable system operators.

In connection with the January 2011 transfer of its ownership in NBCU to NBCUniversal, LLC, GE also agreed with Comcast that, for so long as GE Equity is entitled to appoint two members of the Company's board of directors, NBCU will be entitled to retain a board seat provided that NBCU beneficially owns at least 5% of the Company's adjusted outstanding common stock. Furthermore, GE agreed to obtain the consent of NBCU prior to consenting to the Company's adoption of any shareholder right plan or certain other actions that would impede or restrict the ability of NBCU to acquire or dispose of shares of the Company's voting stock or taking any action that would result in NBCU being deemed to be in violation of the Federal Communications Commission multiple ownership regulations. For additional information regarding the Company's arrangements with Comcast, GE, GE Equity and NBCU, see the Company's definitive Proxy Statement on Schedule 14A, filed with the SEC on May 8, 2015.

#### ***Asset Acquisition of Dollars Per Minute Inc.***

On November 18, 2014, the Company entered into an asset purchase agreement with Dollars Per Minute Inc., a Delaware corporation ("DPM") to purchase certain assets of DPM, including the EVINE brand and trademark.

The principal stockholders of DPM are Mark Bozek, the Company's Chief Executive Officer, and Russell Nuce, who became the Company's Chief Strategy Officer effective November 17, 2014. At the time of the transaction, DPM had debt outstanding under certain convertible bridge notes issued to several individuals, including Thomas Beers, one of the Company's directors and a trust for which Russell Nuce has a contingent pecuniary interest. As consideration for the purchase of these assets, primarily related to intellectual property, the Company issued 178,842 unregistered shares of its common stock, which represented an aggregate value of \$1,044,000 based on the closing price of our common stock on November 13, 2014 and paid \$20,000 in cash consideration and incurred \$39,000 in professional fees associated with acquiring the asset.

#### **(13) Distribution Facility Expansion**

During fiscal 2014, we began a significant operational expansion initiative with respect to overall warehousing capacity and new equipment and system upgrades at our Bowling Green, Kentucky distribution facility. During the first quarter of fiscal 2015 the building was substantially completed, and expanded our current 262,000 square foot facility to an approximately 600,000 square foot facility. The physical building expansion portion of the project is expected to be completed in the first half of fiscal 2015. The updated facilities will also include a new high-speed parcel shipping and item sortation system coupled with a new warehouse management system to support our increased level of shipments and units and a new call center facility to better serve our customers. The new sortation and warehouse management systems are expected to be phased into production through the first quarter of fiscal 2016, which is approximately two quarters later than originally anticipated. Total cost of the physical building expansion, new sortation equipment and call center facility is estimated to be approximately \$25 million and is being financed with our expanded PNC revolving line of credit and a \$15 million PNC term loan. Construction started in the second quarter of fiscal 2014. As of May 2, 2015, we have expended approximately \$20 million in cash relating to the Bowling Green expansion initiative with additional cash commitments of approximately \$5 million expected to be made during the remainder of fiscal 2015 and primarily funded from the Credit Facility.

#### **(14) Activist Shareholder Response Costs**

In October of 2013, the Company received a demand from an activist shareholder to call a special meeting of shareholders for the purpose, among other things, of voting on a new slate of directors and amending certain of the Company's bylaws. The Company retained a team of advisers, including a financial adviser, proxy solicitor, investor relations firm and legal counsel, to assist in responding to the demand and the solicitation of proxies. In conjunction with such activities, the Company recorded charges to income for the three-month period ended May 3, 2014 totaling \$1,045,000. In conjunction with such activities, the Company recorded total charges to income in fiscal 2014 of \$3,518,000, which includes \$750,000 as reimbursement for a portion of the activist shareholder's expenses in fiscal 2014. In exchange for paying certain activist shareholder expenses, the Company obtained a customary standstill agreement from the activist shareholder.

#### **(15) Executive and Management Transition Costs**

On March 26, 2015, the Company announced the termination and departure of three executive officers, namely its Chief Financial Officer, its Senior Vice President and General Counsel and President. In addition, during the first quarter of fiscal 2015, the Company also announced the hiring of a new Chief Financial Officer and a new Chief Merchandising Officer. In conjunction with these executive changes as well as other management terminations made during the first quarter of fiscal 2015, the Company recorded charges to income for the three months ended May 2, 2015, of \$2,590,000, which relates primarily to severance payments.

to be made as a result of the executive officer terminations and other direct costs associated with the Company's 2015 executive and management transition.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion and analysis of financial condition and results of operations is qualified by reference to and should be read in conjunction with our accompanying unaudited condensed consolidated financial statements and notes included herein and the audited consolidated financial statements and notes included in our annual report on Form 10-K for the fiscal year ended January 31, 2015 .

### **Cautionary Statement Regarding Forward-Looking Statements**

The following Management's Discussion and Analysis of Financial Condition and Results of Operations and other materials we file with the SEC (as well as information included in oral statements or other written statements made or to be made by us) contain certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements contained herein that are not statements of historical fact, including statements regarding guidance, industry prospects or future results of operations or financial position are forward-looking. We often use words such as anticipates, believes, expects, intends and similar expressions to identify forward-looking statements. These statements are based on management's current expectations and accordingly are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to various important factors, including (but not limited to): consumer preferences, spending and debt levels; the general economic and credit environment; interest rates; seasonal variations in consumer purchasing activities; the ability to achieve the most effective product category mixes to maximize sales and margin objectives; competitive pressures on sales; pricing and gross sales margins; the level of cable and satellite distribution for our programming and the associated fees or estimated cost savings from contract renegotiations; our ability to establish and maintain acceptable commercial terms with third-party vendors and other third parties, with whom we have contractual relationships, and to successfully manage key vendor relationships and develop key partnerships and proprietary brands; our ability to manage our operating expenses successfully and our working capital levels; our ability to remain compliant with our long-term credit facility covenants; our ability to successfully transition our brand name and corporate name; customer acceptance of our new branding strategy and our repositioning as a digital commerce company; the market demand for television station sales; changes to our management and information systems infrastructure; challenges to our data and information security; changes in governmental or regulatory requirements; litigation or governmental proceedings affecting our operations; the risks identified under "Risk Factors" in our Form 10-K for our fiscal year ended January 31, 2015 and any additional risk factors identified in our periodic reports since such date; significant public events that are difficult to predict, or other significant television-covering events causing an interruption of television coverage or that directly compete with the viewership of our programming; and our ability to obtain and retain key executives and employees. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this filing. We are under no obligation (and expressly disclaim any such obligation) to update or alter our forward-looking statements whether as a result of new information, future events or otherwise.

### **Overview**

#### *Our Company*

We are a digital commerce company that markets, sells and distributes products to consumers through TV, online and mobile devices. We operate a 24-hour television shopping network, EVINE Live, which is distributed primarily on cable and satellite systems, through which we offer brand name and private label products in the categories of jewelry & watches; home & consumer electronics; beauty, health & fitness; and fashion & accessories. We also operate evine.com, a comprehensive digital commerce platform that sells products which appear on our television shopping network as well as an extended assortment of online-only merchandise. Our programming and products are also marketed via mobile devices - including smartphones and tablets, and through the leading social media channels.

Our investor relations website address is [evine.com/ir](http://evine.com/ir). Our goal is to maintain the investor relations website as a way for investors to easily find information about us, including press releases, announcements of investor conferences, investor and analyst presentations and corporate governance. We also make available free of charge our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and all amendments to these filings as soon as practicable after that material is electronically filed with or furnished to the SEC. The information found on our website is not part of this or any other report we file with, or furnish to, the SEC.

***New Corporate Name and Branding***

On November 18, 2014, we announced that we had changed our corporate name to EVINE Live Inc. from ValueVision Media, Inc. Effective November 20, 2014, our NASDAQ trading symbol also changed to EVLV from VVTV. We transitioned from doing business as "ShopHQ" to "EVINE Live" and evine.com on February 14, 2015.

***Products and Customers***

Products sold on our media channel platforms include primarily jewelry & watches, home & consumer electronics, beauty, health & fitness, and fashion & accessories. Historically jewelry & watches has been our largest merchandise category. We are focused on diversifying our merchandise assortment both among our existing product categories as well as with potentially new product categories in an effort to increase revenues and to grow our new and active customer base. While changes in our product mix have occurred as a result of customer demand and other factors including our efforts to diversify our offerings within our major merchandise categories, jewelry and watches remained our largest merchandise category in the first quarter of fiscal 2015 as demonstrated in the table below. The following table shows our merchandise mix as a percentage of television shopping and online net merchandise sales for the years indicated by product category group. Certain fiscal 2014 product category percentages in the accompanying table have been reclassified to conform to our fiscal 2015 product group hierarchy:

Merchandise Category	For the Three-Month	
	Periods Ended	
	May 2, 2015	May 3, 2014
Jewelry & Watches	45%	47%
Home & Consumer Electronics	26%	27%
Beauty, Health & Fitness	13%	13%
Fashion & Accessories	16%	13%

Our product strategy is to continue to develop and expand new product offerings across multiple merchandise categories based on customer demand, as well as to offer competitive pricing and special values in order to drive new customers and maximize margin dollars per minute. Our digital commerce customers — those who interact with our network and transact through TV, online and mobile device — are primarily women between the ages of 40 and 70. We also have a strong presence of male customers of similar age. We believe our customers make purchases based on our unique products, quality merchandise and value.

***Company Strategy***

As a digital commerce company, our strategy includes offering exciting proprietary merchandise using the online, mobile, social media and our commerce infrastructure, which includes television access to approximately 88 million cable and satellite homes in the United States. We believe our greatest growth opportunity lies in leveraging these digital commerce platforms in a way that engages customers far more often than just when they are in the mood to shop.

By offering a wider assortment of proprietary merchandise (i.e. product that is not readily available elsewhere), presented in an engaging, entertaining, shopping-centric format, we believe we will attract a larger customer base targeting a broader demographic. At the root of our efforts to attract a larger customer base is a focus on expanding and strengthening our relationships with the brands, personalities and manufacturers with whom we do business.

We believe our comparatively smaller size demands a more “think nimble - act nimble” approach to doing business. This means establishing ourselves as a “launching pad” for new proprietary products delivered by seasoned on-air personalities that can leverage our unique reach on our multiple digital commerce platforms. Properly executed, we believe these initiatives may provide us a greater opportunity to grow our top and bottom lines in a more meaningful and competitive way.

By positioning our organization as a digital commerce company, we are focusing on key initiatives such as customer relationship management, partner relationship management, process improvements, brand building and delivering value to our customers and business partners. We believe that our new brand identity coupled with a fresh focus on existing as well as emerging platforms and technologies and the development of proprietary brands will begin repositioning our Company as a digital commerce company that delivers a more engaging and enjoyable customer experience with sales and service that exceed expectations.

### ***Our Competition***

The digital commerce retail business is highly competitive and we are in direct competition with numerous retailers, including online retailers, many of whom are larger, better financed and have a broader customer base than we do. In our television shopping and digital commerce operations, we compete for customers with other television shopping and e-commerce retailers, infomercial companies, other types of consumer retail businesses, including traditional "brick and mortar" department stores, discount stores, warehouse stores and specialty stores; catalog and mail order retailers and other direct sellers.

Our direct competitors within the television shopping industry include QVC (owned by Liberty Interactive Corporation), and HSN, Inc., (in whom Liberty Interactive Corporation also has a substantial interest, according to public filings) both of whom are substantially larger than we are in terms of annual revenues and customers, and whose programming is carried more broadly to U.S. households than our programming. Multimedia Commerce Group, Inc., which operates Jewelry Television, also competes with us for customers in the jewelry category. In addition, there are a number of smaller niche players and startups in the television shopping arena who compete with us. We believe that our major competitors incur cable and satellite distribution fees representing a significantly lower percentage of their sales attributable to their television programming than we do, and that their fee arrangements are substantially on a commission basis (in some cases with minimum guarantees) rather than on the predominantly fixed-cost basis that we currently have. At our current sales level, our distribution costs as a percentage of total consolidated net sales are higher than those of our competition. However, one of our strategies is to maintain our fixed distribution cost structure in order to leverage our profitability as we grow our business.

We anticipate continuing competition for viewers and customers, for experienced television shopping and e-commerce personnel, for distribution agreements with cable and satellite systems and for vendors and suppliers - not only from television shopping companies, but also from other companies that seek to enter the television shopping and online retail industries, including telecommunications and cable companies, television networks, and other established retailers. We believe that our ability to be successful in the digital commerce industry will be dependent on a number of key factors, including continuing to expand our digital footprint to meet our customers' "watch and shop anytime, anywhere" needs, increasing the number of customers who purchase products from us and increasing the dollar value of sales per customer from our existing customer base.

### ***Summary Results for the First Quarter of Fiscal 2015***

Consolidated net sales for our fiscal 2015 first quarter were \$158.5 million compared to \$159.7 million for our fiscal 2014 first quarter, which represents a 1% decrease. We reported an operating loss of \$3.9 million and net loss of \$4.7 million for our fiscal 2015 first quarter. The operating and net loss for the fiscal 2015 first quarter included charges relating to executive and management transition costs totaling \$2.6 million. We had operating income of \$1.1 million and net income of \$460,000 for our fiscal 2014 first quarter. The operating and net income for the fiscal 2014 first quarter included charges relating to activist shareholder response costs totaling \$1.0 million.

### ***Executive and Management Transition Costs***

On March 26, 2015, we announced the termination and departure of three executive officers, namely our Chief Financial Officer, Senior Vice President and General Counsel, and President. In addition, during the first quarter of fiscal 2015, we also announced the hiring of a new Chief Financial Officer and a new Chief Merchandising Officer. In conjunction with these executive changes as well as other management terminations made during the first quarter of fiscal 2015, we recorded charges to income for the three-months ended May 2, 2015, of approximately \$2.6 million, which relates primarily to severance payments to be made as a result of the executive officer terminations and other direct costs associated with the Company's 2015 executive and management transition.

### ***Activist Shareholder Response Costs***

In October 2013, we received a demand from an activist shareholder to call a special meeting of shareholders for the purpose, among other things, of voting on a new slate of directors and amending certain of the Company's bylaws. We retained a team of advisers, including a financial adviser, proxy solicitor, investor relations firm and legal counsel, to assist in responding to the demand and the solicitation of proxies. In conjunction with such activities, we recorded charges to income for the fiscal 2014 first quarter totaling \$1.0 million. In conjunction with such activities, the Company recorded total charges to income in fiscal 2014 of approximately \$3.5 million, which includes \$750,000 as reimbursement for a portion of the activist shareholder's expenses in fiscal 2014. In exchange for paying certain activist shareholder expenses, the Company obtained a customary standstill agreement from the activist shareholder.

## Results of Operations

Selected Condensed Consolidated Financial Data  
Operations

	Dollar Amount as a Percentage of Net Sales for the Three-Month Periods Ended	
	May 2, 2015	May 3, 2014
<b>Net sales</b>	100.0 %	100.0%
<b>Gross margin</b>	36.2 %	37.6%
<b>Operating expenses:</b>		
Distribution and selling	32.1 %	31.1%
General and administrative	3.6 %	3.7%
Depreciation and amortization	1.3 %	1.4%
Activist shareholder response costs	— %	0.6%
Executive and management transition costs	1.6 %	—%
	38.6 %	36.8%
<b>Operating income (loss)</b>	(2.4)%	0.8%

## Key Performance Metrics

	For the Three-Month Periods Ended		
	May 2, 2015	May 3, 2014	Change
<b>Program Distribution</b>			
Total homes (average 000's)	88,303	87,034	1%
<b>Merchandise Metrics</b>			
Gross margin %	36.2%	37.6%	-140 bps
Net shipped units (000's)	2,230	1,913	17%
Average selling price	\$ 65	\$ 76	(14)%
Return rate	20.3%	22.2%	-190 bps
Online net sales % (a)	45.2%	44.7%	50 bps
Total Customers - 12 Month Rolling (000's)	1,437	1,402	2%

(a) Online net sales percentage is calculated based on net sales that are generated from our evine.com website and mobile platforms, which are primarily ordered directly online.

### ***Program Distribution***

Average homes reached, or full time equivalent ("FTE") subscribers, grew 1% in the first quarter of fiscal 2015 over the comparable prior year quarter, resulting in a 1.3 million increase in average homes reached during that same period. The increase was driven primarily by increases in our footprint as we expanded into more widely distributed digital tiers of service. We have made low-cost infrastructure investments that have enabled us to launch an up-converted version of our digital signal in a high definition ("HD") format and that improved the appearance of our primary network feed. As of May 2, 2015, our up-converted HD feed is carried in approximately 12 million households. We believe that having an HD feed of our service allows us to attract new viewers and customers. Our television home shopping programming is also simulcast live 24 hours a day, 7 days a week through our online website, evine.com, and is also available on all mobile channels, which are not included in the foregoing data on homes reached.

### ***Cable and Satellite Distribution Agreements***

We have entered into distribution agreements with cable operators, direct-to-home satellite providers and telecommunications companies that allow each operator to offer our television network over their systems. The terms of the affiliation agreements typically range from one to five years. During the fiscal year, certain agreements with cable, satellite or other distributors may expire. Under certain circumstances, the cable operators or we may cancel the agreements prior to their expiration. Additionally, we may elect not to renew distribution agreements whose terms result in sub-standard or negative contribution margins. If the operator drops our service or if either we or the operator fails to reach mutually agreeable business terms concerning the distribution of our service so that the agreements are terminated, our business may be materially adversely affected. Failure to maintain our distribution agreements covering a material portion of our existing households on acceptable financial and other terms could materially and adversely affect our future growth, sales revenues and earnings unless we are able to arrange for alternative means of broadly distributing our television programming.

### ***Net Shipped Units***

The number of net shipped units (shipped units less units returned) during the fiscal 2015 first quarter increased 17% from the prior year comparable quarter to approximately 2.2 million from 1.9 million. We believe the increase in net shipped units during the first three months of fiscal 2015 reflects the continued broadening of our merchandising assortment, particularly by the strong performances of our fashion & accessories and beauty, health & fitness product categories, and the decline in our average selling price.

### ***Average Selling Price***

The average selling price, ("ASP"), per net unit was \$65 in the fiscal 2015 first quarter, a 14% decrease from the prior year quarter. The decrease in the ASP, which is a key component in our customer acquisition efforts as it drives impulse shopping and increases repeat customers, continues to reflect strong growth within our fashion & accessories and beauty, health & fitness categories, which typically have lower average selling prices, as well as a general shift to lower price points in other merchandise categories. The decrease in our ASP is consistent with our long-term strategy to further broaden and expand our product assortment of lower priced items to reach a broader audience.

### ***Return Rates***

For the three months ended May 2, 2015, our return rate was 20.3% compared to 22.2% for the comparable prior year quarter, a 190 basis point decrease. The decrease in the return rate was driven by rate decreases across all merchandise categories, with jewelry & watches and home & consumer electronics having the most impact. We believe that the decreases in the category return rates were also driven by the decrease in ASP as described above. We continue to monitor our return rates in an effort to keep our overall return rates commensurate with our current product mix and our average selling price levels.

### ***Total Customers***

Total customers purchasing over the last twelve months increased 2% to approximately 1.4 million over prior year. We believe the increase in total customers is primarily due to continued broadening of our product assortment at lower price points as well as a product mix shift from the watches and consumer electronics categories to the fashion & accessories and home product categories.

### ***Net Sales***

Consolidated net sales for the fiscal 2015 first quarter were approximately \$158.5 million as compared with \$159.7 million for the comparable prior year quarter, a 1% decrease. The decrease in quarterly consolidated net sales was driven primarily by decreased shipping and handling revenue as a result of increased promotional shipping offers made during the quarter to remain competitive. In addition, we also experienced sales decreases in our watch product category as a result of reduced airtime allocated

to watches during the quarter in order to launch certain proprietary brands along with lower watch average selling prices. We also experienced reduced productivity with respect to our home textile product category stemming from a targeted clearance effort made during the quarter which also contributed to a decrease in net sales. These decreases were partially offset by sales increases in our fashion & accessories, jewelry and beauty categories. Our online sales penetration, that is, the percentage of net sales that are generated from our evine.com website and mobile platforms, which are primarily ordered directly online, was 45.2% compared to 44.7% , respectively, for the first quarter of fiscal 2015 compared to fiscal 2014 . Overall, we continue to deliver strong online sales penetration. We believe the increase in penetration during the period was driven by higher mobile sales as a result of our new mobile site and application launched late in fiscal 2014. Our mobile penetration increased to 39.6% of total online orders in the first quarter of 2015, versus 31.5% of total online orders for the comparable prior year period.

### ***Gross Profit***

Gross profit for the fiscal 2015 first quarter and fiscal 2014 first quarter was approximately \$57.3 million and \$60.0 million , respectively, a decrease of \$2.7 million , or 5% . The decrease in the gross profits experienced during the first quarter of fiscal 2015 was primarily driven by the year-over-year sales decreases discussed above and by lower gross margin percentages experienced. Gross margin percentages for the first quarters of fiscal 2015 and fiscal 2014 were 36.2% and 37.6% , respectively, a 140 basis point decrease. The decrease in the first quarter gross margin percentage reflects lower margins from shipping and handling due to increased shipping promotions (as discussed above), as well as higher freight costs experienced during the quarter as a result of increased costs associated with dimensional weight-based shipping freight increases. In addition, we also experienced reduced margins with respect to our home textile product category due to a targeted clearance effort made during the quarter.

### ***Operating Expenses***

Total operating expenses for the fiscal 2015 first quarter were approximately \$61.2 million compared to \$59.0 million for the comparable prior year period, an increase of 4% . Total operating expenses as a percentage of net sales were 38.6% and 36.8% during the first quarters of fiscal 2015 and fiscal 2014 , respectively. Total operating expenses for the first quarter includes executive and management transition costs of \$2.6 million , while total operating expenses for the first quarter of fiscal 2014 includes activist shareholder response costs of \$1.0 million . Excluding executive and management transition costs and activist shareholder response costs, total operating expenses as a percentage of net sales were 37% and 36% during the first quarters of fiscal 2015 and fiscal 2014 , respectively.

Distribution and selling expense increased \$1.1 million , or 2% , to \$50.8 million , or 32.1% of net sales during the fiscal 2015 first quarter compared to \$49.7 million , or 31.1% of net sales for the comparable prior year fiscal quarter. Distribution and selling expense increased during the quarter primarily due to increased program distribution expense of \$630,000 relating to a 1% increase in average homes reached during the quarter. The increase over the prior year quarter was also due to increases in customer service and telecommunication expenses of \$240,000, variable credit card processing fees and other credit expenses of \$207,000, online selling expenses of \$202,000 and remote production expenses of \$125,000, partially offset by decreased salaries, wages and accrued incentive compensation costs of \$326,000 and share-based compensation expenses of \$124,000. Total variable expenses during the first quarter of fiscal 2015 were approximately 9.7% of total net sales versus 8.4% of total net sales for the prior year comparable period. The increase in variable expenses as a percentage of net sales during the first quarter of fiscal 2015 was primarily due to a 17% increase in our first quarter net shipped units coupled with a decrease in consolidated net sales and the decline in our average selling price during the quarter.

To the extent that our average selling price continues to decline, our variable expense as a percentage of net sales could continue to increase as the number of our shipped units increase. Program distribution expense is primarily a fixed cost per household, however, this expense may be impacted by growth in the number of average homes reached or by rate changes associated with improvements in our channel position.

General and administrative expense for the fiscal 2015 first quarter decreased \$200,000, or 7% to approximately \$5.7 million or 3.6% of net sales, compared to \$5.9 million or 3.7% of net sales for the comparable prior year fiscal quarter. General and administrative expense decreased during the first quarter primarily as a result of decreased salary and accrued incentive compensation expenses of \$389,000 and decreased share-based compensation expense of \$253,000, partially offset by increased costs associated with leased software and maintenance contracts of \$242,000, costs related to the rebranding to EVINE Live of \$115,000 and \$48,000 in professional and legal fees.

Depreciation and amortization expense for the fiscal 2015 first quarter was approximately \$2.1 million compared to \$2.3 million for the comparable prior year period, representing a decrease of \$137,000 or 6% . Depreciation and amortization expense as a percentage of net sales for the three-month periods ended May 2, 2015 and May 3, 2014 was 1.3% and 1.4% , respectively. The decrease in the quarterly depreciation and amortization expense was primarily due to decreased depreciation expense of \$143,000 as a result of a reduction in our non-fulfillment depreciable asset base year over year.

***Operating Income (Loss)***

For the fiscal 2015 first quarter, we reported an operating loss of approximately \$3.9 million compared to operating income of \$1.1 million for the fiscal 2014 first quarter, a decrease of \$5.0 million . Our operating results for the first quarter of fiscal 2015 declined primarily as a result of decreased gross profit, an increase in distribution and selling and executive and management transition costs, offset by a decrease in general and administrative and activist shareholder response costs incurred during the quarter (as noted above).

***Net Income (Loss)***

For the fiscal 2015 first quarter, we reported a net loss of approximately \$4.7 million or \$0.08 per share on 56,640,767 weighted average basic common shares outstanding compared with net income of \$460,000 or \$0.01 per share on 49,844,253 weighted average basic common shares outstanding (\$0.01 per share on 56,340,970 diluted shares) in the fiscal 2014 first quarter. Net loss for the first quarter of fiscal 2015 includes executive and management transition costs of \$2.6 million and interest expense of \$598,000, offset by interest income totaling \$2,000 earned on our cash and investments. Net loss for the first quarter of fiscal 2014 includes costs related to an activist shareholder response of approximately \$1.0 million and interest expense of \$391,000.

For the first quarter of fiscal 2015 , net loss reflects an income tax provision of \$205,000 . The fiscal 2015 first quarter tax provision included a non-cash expense charge of approximately \$197,000 , relating to changes in our long-term deferred tax liability related to the tax amortization of our indefinite-lived intangible FCC license asset that is not available to offset existing deferred tax assets in determining changes to our income tax valuation allowance. As we continue to amortize the carrying value of our indefinite-lived intangible asset for tax purposes, we expect to record additional non-cash income tax expense of approximately \$591,000 over the remainder of fiscal 2015 .

For the first quarter of fiscal 2014 , net loss reflects an income tax provision of \$201,000 , which included a non-cash tax expense charge of \$197,000 , related to changes in our long-term deferred tax liability related to the tax amortization of our indefinite-lived intangible FCC license asset discussed above.

We have not recorded any income tax benefit on previously recorded net losses due to the uncertainty of realizing income tax benefits in the future as indicated by our recording of an income tax valuation allowance. Based on our recent history of losses, a full valuation allowance has been recorded and was calculated in accordance with GAAP, which places primary importance on our most recent operating results when assessing the need for a valuation allowance. We will continue to maintain a valuation allowance against our net deferred tax assets, including those related to net operating loss carry-forwards, until we believe it is more likely than not that these assets will be realized in the future.

***Adjusted EBITDA Reconciliation***

Adjusted EBITDA (as defined below) for the fiscal 2015 first quarter was \$1.6 million compared with Adjusted EBITDA of \$5.5 million for the fiscal 2014 first quarter.

A reconciliation of Adjusted EBITDA to its comparable GAAP measurement, net income (loss), follows, in thousands:

	For the Three-Month	
	Periods Ended	
	May 2, 2015	May 3, 2014
<b>Adjusted EBITDA (a)</b>	\$ 1,579	\$ 5,513
Less:		
Activist shareholder response costs	—	(1,045)
Executive and management transition costs	(2,590)	—
Non-cash share-based compensation expense	(609)	(1,044)
<b>EBITDA (as defined)</b>	<u>(1,620)</u>	<u>3,424</u>
A reconciliation of EBITDA to net loss is as follows:		
EBITDA (as defined)	(1,620)	3,424
Adjustments:		
Depreciation and amortization	(2,307)	(2,372)
Interest income	2	—
Interest expense	(598)	(391)
Income taxes	(205)	(201)
<b>Net income (loss)</b>	<u>\$ (4,728)</u>	<u>\$ 460</u>

(a) EBITDA as defined for this statistical presentation represents net income (loss) for the respective periods excluding depreciation and amortization expense, interest income (expense) and income taxes. We define Adjusted EBITDA as EBITDA excluding debt extinguishment; non-operating gains (losses), non-cash impairment charges and writedowns; activist shareholder response costs, executive and management transition costs and non-cash share-based compensation expense.

We have included the term "Adjusted EBITDA" in our EBITDA reconciliation in order to adequately assess the operating performance of our television and online businesses and in order to maintain comparability to our analyst's coverage and financial guidance, when given. Management believes that Adjusted EBITDA allows investors to make a more meaningful comparison between our core business operating results over different periods of time with those of other similar companies. In addition, management uses Adjusted EBITDA as a metric measure to evaluate operating performance under our management and executive incentive compensation programs. Adjusted EBITDA should not be construed as an alternative to operating income, net income or to cash flows from operating activities as determined in accordance with GAAP and should not be construed as a measure of liquidity. Adjusted EBITDA may not be comparable to similarly entitled measures reported by other companies.

### Critical Accounting Policies and Estimates

A discussion of the critical accounting policies related to accounting estimates and assumptions are discussed in detail in our fiscal 2014 annual report on Form 10-K under the caption entitled "Critical Accounting Policies and Estimates."

### Recently Issued Accounting Pronouncements

See Note 2 of Notes to Consolidated Financial Statements.

### Financial Condition, Liquidity and Capital Resources

As of May 2, 2015, we had cash and cash equivalents of approximately \$16.1 million and had restricted cash and investments of \$2.1 million pledged as collateral for our issuances of commercial letters of credit. Our restricted cash and investments are generally restricted for a period ranging from 30-60 days and to the extent that commercial letters of credit remain outstanding. In addition, under the amended Credit Facility, we are required to maintain a minimum of \$10.0 million of unrestricted cash and unused line availability at all times. As our unused line availability is greater than \$10.0 million at May 2, 2015, no additional cash is required to be restricted. As of January 31, 2015, we had cash and cash equivalents of approximately \$19.8 million and had restricted cash and investments of \$2.1 million pledged as collateral for our issuances of commercial letters of credit. For the first three months of fiscal 2015, working capital decreased \$362,000 to \$80.6 million. Our current ratio (our total current assets over total current liabilities) was 1.8 at May 2, 2015 and 1.7 at January 31, 2015.

### *Sources of Liquidity*

Our principal source of liquidity is our available cash of \$16.1 million as of May 2, 2015 . At May 2, 2015 , our cash was held in bank depository accounts primarily for the preservation of cash liquidity.

On February 9, 2012, we entered into the Credit Facility with PNC, as lender and agent. The Credit Facility was most recently amended on March 6, 2015 at which time Private Bank was added to the facility. The Credit Facility provides a revolving line of credit of \$75.0 million and provides for a \$15.0 million term loan on which the Company has drawn to fund improvements at the Company's distribution facility in Bowling Green, Kentucky. The Credit Facility also provides an accordion feature that would allow the Company to expand the size of the revolving line of credit by another \$15.0 million upon certain conditions being met.

All borrowings under the amended Credit Facility mature and are payable on May 1, 2018. Subject to certain conditions, the Credit Facility also provides for the issuance of letters of credit in an aggregate amount up to \$6.0 million which, upon issuance, would be deemed advances under the Credit Facility. Maximum borrowings and available capacity under the revolving line of credit under the Credit Facility are equal to the lesser of \$75.0 million or a calculated borrowing base comprised of eligible accounts receivable and eligible inventory.

The revolving line of credit under the Credit Facility bears interest at LIBOR plus 3% per annum. The term loan bears interest at either a LIBOR rate or a base rate plus a margin consisting of between 4% and 5% on base rate loans and 5% to 6% on LIBOR rate loans based on the Company's leverage ratio as demonstrated in its audited financial statements. As of May 2, 2015 , the Company had borrowings of \$45.0 million under its revolving line of credit. The Credit Facility also provides for a \$15.0 million term loan on which the Company has drawn to fund an expansion at the Company's distribution facility in Bowling Green, Kentucky. As of May 2, 2015 , \$15.0 million has been drawn against the term loan to fund the expansion initiative of which \$2.0 million was classified as current in the accompanying balance sheet. Remaining capacity under our amended revolving line of credit is currently \$30.0 million , of which \$3.0 million is earmarked for our distribution facility expansion with the balance providing liquidity for working capital and general corporate purposes.

Principal borrowings under the term loan are to be payable in monthly installments over an 84 month amortization period commencing on January 1, 2015 and are also subject to mandatory prepayment in certain circumstances, including, but not limited to, upon receipt of certain proceeds from dispositions of collateral. Borrowings under the term loan are also subject to mandatory prepayment starting in the current fiscal year ending January 30, 2016 in an amount equal to fifty percent ( 50% ) of excess cash flow for such fiscal year, with any such payment not to exceed \$2.0 million in any such fiscal year.

The Credit Facility contains customary covenants and conditions, including, among other things, maintaining a minimum of unrestricted cash plus facility availability of \$10.0 million at all times and limiting annual capital expenditures. Certain financial covenants, including minimum EBITDA levels (as defined in the Credit Facility) and a minimum fixed charge coverage ratio, become applicable only if unrestricted cash plus facility availability falls below \$16.0 million or upon an event of default. In addition, the Credit Facility places restrictions on the Company's ability to incur additional indebtedness or prepay existing indebtedness, to create liens or other encumbrances, to sell or otherwise dispose of assets, to merge or consolidate with other entities, and to make certain restricted payments, including payments of dividends to common shareholders.

Another potential source of near-term liquidity is our ability to increase our cash flow resources by reducing the percentage of our sales offered under our ValuePay installment program or by decreasing the length of time we extend credit to our customers under this installment program. However, any such change to the terms of our ValuePay installment program could impact future sales, particularly for products sold with higher price points.

### *Cash Requirements*

Currently, our principal cash requirements are to fund our business operations, which consist primarily of purchasing inventory for resale, funding accounts receivable growth through the use of our ValuePay installment program in support of sales growth, funding our basic operating expenses, particularly our contractual commitments for cable and satellite programming, and the funding of necessary capital expenditures. We closely manage our cash resources and our working capital. We attempt to manage our inventory receipts and reorders in order to ensure our inventory investment levels remain commensurate with our current sales trends. We also monitor the collection of our credit card and ValuePay installment receivables and manage our vendor payment terms in order to more effectively manage our working capital which includes matching cash receipts from our customers, to the extent possible, with related cash payments to our vendors. Our ValuePay installment program entitles customers to purchase merchandise and generally make payments in two or more equal monthly credit card installments. ValuePay remains a cost effective promotional tool for us. We continue to make strategic use of our ValuePay program in an effort to increase sales and to respond to similar competitive programs.

During fiscal 2014 , we began a significant operational expansion initiative with respect to overall warehousing capacity and new equipment and system upgrades at our Bowling Green, Kentucky distribution facility. During the first quarter of fiscal 2015

the building was substantially completed, and expanded our facility from a 262,000 square foot facility to an approximate 600,000 square foot facility. The physical building expansion portion of the project is expected to be completed in the first half of fiscal 2015. The updated facilities will also include a new high-speed parcel shipping and item sortation system coupled with a new warehouse management system to support our increased level of shipments and units and a new call center facility to better serve our customers. The new sortation and warehouse management systems are expected to be phased into production through the first quarter of fiscal 2016, which is approximately two quarters later than originally anticipated. Total cost of the physical building expansion, new sortation equipment and call center facility is estimated to be approximately \$25.0 million and will be financed with our expanded Credit Facility. Construction started in the second quarter of fiscal 2014 with total cumulative cash payments of \$20 million made through May 2, 2015 . Future cash payments of approximately \$5 million are expected to be made during the remainder of fiscal 2015.

We also have significant future commitments for our cash, primarily payments for cable and satellite program distribution obligations and the eventual repayment of our Credit Facility. We believe that our existing cash balances will be sufficient to maintain liquidity to fund our normal business operations over the next twelve months. We currently have total contractual cash obligations and commitments primarily with respect to our cable and satellite agreements and payments required under our Credit Facility and operating leases totaling approximately \$360.0 million over the next five fiscal years.

For the three months ended May 2, 2015 , net cash used for operating activities totaled approximately \$4.4 million compared to \$1.5 million for the comparable fiscal 2014 period. Net cash used for operating activities for the fiscal 2015 and 2014 periods reflects net income (loss), as adjusted for depreciation and amortization, share-based payment compensation, deferred taxes and the amortization of deferred revenue and deferred financing costs. In addition, net cash used by operating activities for the three months ended May 2, 2015 reflects decreases in accounts receivable and accounts payable and accrued liabilities, offset by an increase in inventories and prepaid expenses.

Accounts receivable decreased as a result of collections made on outstanding receivables balances resulting from our seasonal high fourth quarter. Inventories increased as a result of planned purchases in support of higher sales levels during the first half of fiscal 2015 . Accounts payable and accrued liabilities decreased during the first three months of fiscal 2015 primarily due to decreased inventory receipts compared to our seasonal high fourth quarter, the timing of payments made to vendors and a decrease in accrued incentive compensation and employee benefit contributions following payments made during the first quarter of fiscal 2015.

Net cash used for investing activities totaled approximately \$8.1 million for the first three months of fiscal 2015 compared to net cash used for investing activities of \$2.6 million for the comparable fiscal 2014 period. For the three months ended May 2, 2015 and May 3, 2014 , expenditures for property and equipment were approximately \$8.1 million and \$2.6 million , respectively. The increase in the capital expenditures from fiscal 2014 to fiscal 2015 primarily relate to expenditures totaling \$4.8 million made during the first quarter of fiscal 2015 in connection with our distribution facility expansion. Additional capital expenditures made during the periods presented relate primarily to expenditures made for the development, upgrade and replacement of computer software, order management, merchandising and warehouse management systems, related computer equipment, digital broadcasting equipment and other office equipment, warehouse equipment and production equipment. Principal future capital expenditures are expected to include: the development, upgrade and replacement of various enterprise software systems; the continuation of our significant warehousing expansion effort and related equipment improvements at our distribution facility in Bowling Green, Kentucky; security upgrades to our information technology; the upgrade and digitalization of television production and transmission equipment; and related computer equipment associated with the expansion of our television shopping business and digital commerce initiatives.

Net cash provided by financing activities totaled approximately \$8.7 million for the three months ended May 2, 2015 and related primarily to proceeds from the revolving loan under the Credit Facility of \$4.3 million , proceeds from the term loan under the Credit Facility of \$2.8 million and proceeds from the exercise of stock option of \$2.4 million , partially offset by payments for deferred Credit Facility issuance costs of \$160,000 , payments on the term loan of \$647,000 and capital lease payments of \$13,000 . Net cash used for financing activities totaled \$44,000 for the three months ended May 3, 2014 and related to payments totaling \$32,000 for deferred issuance costs incurred in connection with increasing our Credit Facility and capital lease payments totaling \$12,000 .

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We do not enter into financial instruments for trading or speculative purposes and do not currently utilize derivative financial instruments as a hedge to offset market risk. Our operations are conducted primarily in the United States and are not subject to foreign currency exchange rate risk. Some of our products are sourced internationally and may fluctuate in cost as a result of foreign currency swings; however, we believe these fluctuations have not been significant. Our Credit Facility has exposure to interest rate risk; changes in market interest rates could impact the level of interest expense and income earned on our cash portfolio.

## **ITEM 4. CONTROLS AND PROCEDURES**

### **Disclosure Controls and Procedures**

As of the end of the period covered by this report, management conducted an evaluation, under the supervision and with the participation of our chief executive officer and chief financial officer of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")). Based on this evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosures.

### **Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting during the most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II — OTHER INFORMATION

## ITEM 1. LEGAL PROCEEDINGS

We are involved from time to time in various claims and lawsuits in the ordinary course of business. In the opinion of management, the claims and suits individually and in the aggregate will not have a material effect on our operations or consolidated financial statements.

## ITEM 1A. RISK FACTORS

See Part I. Item 1A., "Risk Factors," of EVINE Live Inc.'s Annual Report on Form 10-K for the year ended January 31, 2015, for a detailed discussion of the risk factors affecting the Company. There have been no material changes from the risk factors described in the annual report with the exception of the item noted below.

*If the implementation and installation of our new warehouse management system were to be further delayed or not be successful, we could have potential shipping delays resulting in slower shipments to our customers and increased costs, both of which could have a negative effect on our overall operating results.*

In conjunction with our Bowling Green, Kentucky distribution center expansion effort, we are implementing and installing a new parcel sortation system coupled with a new warehouse management system. These new systems are expected to be phased into production through the first quarter of fiscal 2016, which is approximately two quarters later than originally anticipated. While the benefits expected to be achieved from the implementation of our new warehouse management system include an increase in our shipping capacity, an improvement in our operating efficiency and inventory accuracy and an expansion of our parcel sortation capabilities, such benefits may not be immediately realized, if they are realized at all. As we transition and implement our new warehouse management system, risks related to a continued delay or problematic implementation could include the following: extended shipping inefficiencies which would further increase our variable and other costs especially during our high-volume holiday season; an increase in shipping costs as a result of the need to "split-ship" if implementation is delayed for an extended period of time; and warehouse capacity constraints if the new system were not to work properly upon conversion. If the implementation and installation of our new warehouse management system is further delayed, not successful or does not result in the benefits that we expect, we could have potential shipping delays resulting in slower shipments to our customers, which, could result in canceled orders or a negative impact on our service reputation, among other things. For these reasons, any extended delays in the implementation or installation of these systems or the failure of these systems to achieve their expected benefits could have a negative effect on our overall operating results.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

## (c) Issuer Purchases of Equity Securities

The following table presents information with respect to purchases of common stock of the Company made during the three months ended May 2, 2015, by the Company or on behalf of the Company or any "affiliated purchaser" of the Company, as defined in Rule 10b-18(a)(3) under the Exchange Act.

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
February 1, 2015 through February 28, 2015	—	N/A	—	\$ —
March 1, 2015 through April 4, 2015	4,280	\$ 5.71	—	\$ —
April 5, 2015 through May 2, 2015	—	N/A	—	\$ —
Total	4,280	\$ 5.71	—	\$ —

(1) The purchases in this column include 4,280 shares that were repurchased by the Company to satisfy tax withholding obligations related to vesting of restricted stock.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable.

**ITEM 5. OTHER INFORMATION**

None.

**ITEM 6. EXHIBITS**

The exhibits filed with this Quarterly Report on Form 10-Q are set forth on the Exhibit Index filed as a part of this report beginning immediately following the signatures.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

May 27, 2015

**EVINE Live Inc.**

/s/ MARK C. BOZEK

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Mark C. Bozek  
Chief Executive Officer  
(Principal Executive Officer)

May 27, 2015

/s/ TIMOTHY PETERMAN

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Timothy Peterman  
Executive Vice President, Chief Financial Officer  
(Principal Financial Officer)

## EXHIBIT INDEX

Exhibit No.	Description	Manner of Filing
3.1	Amended and Restated Articles of Incorporation of the Registrant	Incorporated by reference (1)
3.2	Amended and Restated By-Laws, as amended	Incorporated by reference (2)
10.1	Separation Agreement by and between the Registrant and George Ayd dated May 11, 2015	Filed herewith †
10.2	Separation Agreement by and between the Registrant and William McGrath dated May 4, 2015	Filed herewith †
10.3	Fourth Amendment to Revolving Credit, Term Loan and Security Agreement, dated March 6, 2015, among the Registrant, as the lead borrower, certain of its subsidiaries party thereto as borrowers, PNC Bank National Association, as lender and agent, and certain other lenders	Incorporated by reference (3)
10.4	Employment Offer Letter, dated March 20, 2015, by and between the Registrant and Tim Peterman	Incorporated by reference (4) †
10.5	Employment Offer Letter, dated April 6, 2015, by and between the Registrant and Penny Burnett	Incorporated by reference (5) †
31.1	Certification	Filed herewith
31.2	Certification	Filed herewith
32	Section 1350 Certification of Chief Executive Officer and Chief Financial Officer	Filed herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema	Filed herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	Filed herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase	Filed herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase	Filed herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	Filed herewith

† Management compensatory plan/arrangement.

(1) Incorporated herein by reference to the Registrant's Current Report on Form 8-K dated November 17, 2014, filed on November 18, 2014, File No. 000-20243.

(2) Incorporated herein by reference to the Registrant's Current Report on Form 8-K dated June 14, 2014, filed on June 20, 2014, File No. 000-20243.

## Table of Contents

- (3) Incorporated herein by reference to the Registrant's Current Report on Form 8-K dated March 6, 2015, filed on March 9, 2015, File No. 000-20243.
- (4) Incorporated herein by reference to the Registrant's Current Report on Form 8-K dated March 26, 2015, filed on March 26, 2015, File No. 000-20243.
- (5) Incorporated herein by reference to the Registrant's Current Report on Form 8-K dated April 15, 2015, filed on April 15, 2015, File No. 000-20243.

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the “ **Agreement** ”) confirms the following understandings and agreements between EVINE Live Inc., f/k/a ValueVision Media, Inc. (the “ **Company** ”) and George Ayd (hereinafter referred to as “ **you** ” or “ **your** ”).

1. (a) Your employment by the Company is terminated as of March 26, 2015 (the “ **Termination Date** ”). You shall be paid your salary through the Termination Date.

(b) Your health coverage under the Company’s group health plan will terminate on the last day of the calendar month in which your Termination Date occurred. Thereafter, you will be provided an opportunity to continue health coverage for yourself and qualifying dependents under the Company’s group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act (“ **COBRA** ”).

(c) Notwithstanding any other provision of this Agreement to the contrary, all of your rights and obligations with respect to any equity grants, and to any vested benefits under the Company’s 401(k) Plan, shall in all instances be and remain subject to the terms and conditions of the applicable grant agreements and plans.

(d) You hereby resign all of your directorships and offices in the Company and any of its affiliates, and you agree to sign and return any confirmatory documents as reasonably requested by the Company.

(e) Except as otherwise specifically set forth in this Agreement, after the Termination Date you shall no longer be entitled to any further compensation or any monies from the Company or any of its affiliates or to receive any of the benefits made available to you during your employment at the Company. You acknowledge and agree that the Company has paid to you all of your wages and that the Company owes you no other wages, commissions, bonuses, vacation pay, personal holiday pay, employee benefits, or other compensation or payments of any kind or nature, other than as provided in this Agreement. You acknowledge and agree that the Company has in effect, and you are entitled to participate in, the Company’s Executives’ Severance Benefit Plan (the “ **Plan** ”). Under the Plan, you are entitled to receive certain severance benefits if you execute and do not revoke a separation agreement acceptable to the Company.

2. Provided you sign this Agreement on or within forty-five (45) days of receiving it, comply with its terms, and do not revoke it pursuant to paragraph 11 below, the Company agrees to the following:

(a) The Company shall pay you \$746,267.00, less all applicable withholding taxes and deductions, which amount is equal to the sum of (i) one (1) times your highest rate of annual base salary as in effect at any time during the twelve (12) months preceding the Termination Date and (ii) one (1) times your target annual incentive bonus opportunity (the “ **Lump Sum Severance Amount** ”). This Lump Sum Severance Amount will be paid to you six (6) months after the Termination Date. If you die before the Lump Sum Severance Amount is paid, it will be paid promptly following your death to your estate.

(b) The company shall pay you \$256,968.00, less all applicable withholding taxes and deductions, as additional severance consideration. This lump sum will be paid to you on the Company’s first available payroll following the Effective Date (as defined in paragraph 12 below).

(c) The company shall reimburse you for the transportation of your car located in Minnesota, in a total amount not to exceed \$1,200.00, subject to your providing the Company with documentation of the expense in accordance with the Company expense reimbursement policy.

(d) If you timely elect to continue your medical and/or dental insurance coverage pursuant to COBRA, and/or your basic insurance coverage under the employer-provided group life insurance plan, for twelve (12) months, you shall only be charged for a portion of such premium costs so that you will be responsible for paying the same amount as you would have paid as an active employee during such period plus any vendor administrative fee; provided, however, that the Company’s obligation under this paragraph shall end if you become eligible for a new employer’s health insurance plan and you shall notify the Company if you become eligible for a new employer’s health insurance plan within 12 months following the Termination Date. After such 12-month period, you may continue your medical, dental and/or basic life insurance coverage pursuant to applicable law at your sole expense. In no event, however,

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will the Company reimburse you for (or otherwise pay) any portion of any premiums due for supplemental life insurance coverage.

3. (a) As used in this Agreement, the term “ **claims** ” shall include all claims, charges, complaints, demands, contracts, torts, agreements, covenants, warranties, promises, undertakings, actions, suits, proceedings, causes of action, obligations, debts, costs, attorneys' fees, accounts, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown.

(b) For and in consideration of the payments described in paragraph 2 above, and other good and valuable consideration, you, for and on behalf of yourself and your heirs, administrators, executors, and assigns, effective as of the Effective Date (as defined in paragraph 12 below), do fully and forever release, remise and discharge the Company, its direct and indirect parents, subsidiaries and affiliates, together with their respective officers, directors, partners, shareholders (only in their capacity as a shareholder and not, for example, for a personal tort claim against a shareholder such as for assault), employees and agents (collectively, the “ **Group** ”) from any and all claims which you had, may have had, or now have against the Company or any other member of the Group, for or by reason of any matter, cause or thing whatsoever arising on or before the date on which you sign this Agreement, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, religion, disability, sexual orientation or any other protected characteristic or condition. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act, the Older Worker Benefits Protection Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Minnesota Human Rights Act, Minnesota Statutes Chapter 181, all other federal, state and local laws, all labor and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees, any and all laws governing whistle blowing or retaliation, including but not limited to the Sarbanes-Oxley Act, any and all laws or agreements that provide for punitive, exemplary or statutory damages, and any and all laws or agreements that provide for payment of attorney fees.

(c) You specifically release all claims under the Age Discrimination in Employment Act (the “ **ADEA** ”) relating to your employment and its termination.

(d) You represent that you have not filed or permitted to be filed against the Group, individually or collectively, any charges, complaints or lawsuits and you covenant and agree that you will not file or permit to be filed any lawsuits at any time hereafter with respect to the claims released pursuant to this Agreement (including, without limitation, any claims relating to the termination of your employment), except as may be necessary to challenge the validity of the release of your rights under the ADEA. Nothing in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission (“ **EEOC** ”) or a comparable state or local agency. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf based on the claims release in this Agreement. Except as otherwise provided in this paragraph, you will not voluntarily participate in any judicial proceeding of any nature or description against any member of the Group that in any way involves the allegations and facts that you could have raised against any member of the Group as of the date hereof. For the avoidance of doubt, nothing in this paragraph prohibits you from filing any action to enforce your rights under this Agreement.

4. You are specifically agreeing to the terms of this release because the Company has agreed to pay you money to which you were not otherwise entitled under the Company's policies and has provided such other good and valuable consideration as specified herein. The Company has agreed to provide this money because of your agreement to accept it in full settlement of all possible claims you might now have or ever had against any member of the Group, and because of your execution of this Agreement.

5. You represent and warrant that you have returned to the Company all Company property, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, laptop, mobile phone, credit cards, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company, and that you have not retained any copies, duplicates, reproductions or excerpts thereof. Further, Employee acknowledges an obligation and agrees not to destroy, delete or disable any Company property, including items, files and materials on computers and laptops.

6. You agree that in the course of your employment with the Company you have had access to and acquired Confidential Information (as defined below). The term “ **Confidential Information** ” as used in this Agreement means (a) confidential information of the Company, including without limitation, information received from third parties under confidential

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conditions, and (b) other technical, business or financial information or trade secrets or proprietary information (including, but not limited to, customer information, account records, supplier/vendor information, product information, design and construction information, pricing and profitability information, confidential plans for the creation or disposition of products, product development plans, marketing strategies and techniques, business ideas or practices, and other confidential financial data and plans), the use or disclosure of which would be contrary to the interests of the Company or any other member of the Group. You understand and agree that such Confidential Information has been disclosed to you in confidence and for the use of only the Company. You understand and agree that (i) you will keep such Confidential Information confidential at all times after your employment with the Company, and (ii) you will not make use of Confidential Information on your own behalf, or on behalf of any third party, unless required to do so under compulsion of law.

7. You agree that you will not encourage or cooperate or otherwise participate or confer with any current or former employee of the Company or any other member of the Group, individually or collectively, or any potential plaintiff, to commence any legal action or make any claim against the Company or any other member of the Group with respect to such person's employment with the Company or its affiliates; provided, however, that nothing in this Agreement shall prohibit you from cooperating with the EEOC or a comparable state or local agency. You also agree to assist the Company with the orderly transition of your duties and responsibilities, to cooperate with the Company and its counsel in the future and to provide the Company with truthful information, testimony or affidavits requested in connection with any matter that arose during your employment with the Company. This assistance and cooperation may be performed at reasonable times and places and in a manner as to not interfere with any other employment you may have at the time of request. The Company agrees to reimburse you for reasonable out-of-pocket expenses incurred in providing such cooperation, so long as such expenses are approved in advance by the Company.

8. You agree to maintain the confidentiality of this Agreement (including Appendix A) and to refrain from disclosing or making reference to the terms thereof except as required by law or with your accountant, financial planner, spouse or attorney, but only after obtaining agreement from the persons who learn of such information to also treat it confidentially.

9. You agree that you shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any other member of the Group.

10. The Company and you agree that paragraph (a) of the Non-Competition Agreement between the Company and you dated February 1, 2010 (the "NCA") is deleted in its entirety and replaced with the following:

For the 12-month period immediately following the Termination Date, you will not, directly or indirectly, own, manage, control, have any interest in, participate in, lend your name to, act as consultant or advisor to or render services (alone or in association with any other person, firm, corporation or other business organization) to a business that is (i) a television shopping network that offers brand name and product label products in the United States; or (ii) a digital commerce platform that sells products that appear on the Company's shopping network; provided, however, that your ownership as a passive investment of less than one percent of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market will not constitute a breach of this Section (a).

Except as set forth in this section 10, this Agreement does not amend, modify, waive or affect in any way the Company's rights or your duties, obligations or restrictions under the NCA, and in further consideration of this Agreement, the NCA, as amended herein, is hereby incorporated by reference and you reaffirm your continuing obligation to abide by its provisions.

11. The Company shall be entitled to have the provisions of paragraphs 5, 6, 7, 8, 9 and 10 specifically enforced through injunctive relief, without having to prove the adequacy of the available remedies at law, and without being required to post bond or security, it being acknowledged and agreed that such breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Moreover, you understand and agree that if you materially breach any provisions of this Agreement, including but not limited to commencing, joining in or in any other manner attempting to assert any claim released herein, in addition to any other legal or equitable remedy the Company may have, the Company shall be entitled to cease making any payments to you or on your behalf under paragraph 2 hereof and recover any payments made to you or on your behalf under paragraph 2 hereof (except for \$100).

12. You acknowledge that you have read this Agreement and Appendix A in their entirety, fully understand their meaning and are executing this Agreement voluntarily and of your own free will with full knowledge of its significance. You acknowledge and warrant that you have had the opportunity to consider for forty-five (45) days the terms and provisions of this Agreement and that you have been advised by the Company to consult with an attorney prior to executing this Agreement. You may execute this Agreement prior to the conclusion of the forty-five (45) day period, and if you elect to do so, you acknowledge that you have done so voluntarily. You shall have the right to revoke this Agreement for a period of fifteen (15) days following

your execution of this Agreement, by giving written notice of such revocation to the Company. This Agreement shall not become effective until the sixteenth day following your execution of it (the “ **Effective Date** ”).

13. As a further condition of this Agreement, you agree not to apply for or seek employment or reemployment with the Company or its affiliates, and you waive and release any right to be considered for reemployment with the Company. You further agree and acknowledge that should you apply for any position in contradiction of this paragraph, the Company may completely ignore such application and fail to consider it based on this paragraph.

14. This Agreement is intended to comply with or be exempt from the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), and is limited, construed and interpreted in accordance with such intent. To the extent that any payment or benefit under this Agreement is subject to Section 409A, it is intended that it be paid in a manner that complies with Section 409A, including any guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding the foregoing, you will be solely liable and responsible for the payment of taxes (other than with respect to withholdings made by the Company) arising as a result of any payment provided to you under this Agreement and any payments and benefits provided to you due to the termination of your employment, including without limitation any excise tax or other unexpected or adverse tax consequences. In addition, you acknowledge and agree that you have been provided the opportunity to consult legal and financial counsel with respect to the tax treatment of all payments and benefits you will receive pursuant to this Agreement and on account of the termination of your employment, you have been advised by the Company to consult such counsel, and you have consulted counsel with respect to this Agreement and the payments made hereunder.

15. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

16. Nothing herein shall be deemed to constitute an admission of wrongdoing by the Company or any other member of the Group. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.

17. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax and pdf copies shall be treated as originals for all purposes.

18. The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of Minnesota.

19. All payments made to you under this Agreement will be subject to applicable withholding taxes.

20. As used herein, “ **Person** ” means and includes an individual, a company, a joint venture, a corporation (including any non-profit corporation), an estate, an association, a trust, a general or limited partnership, a limited liability company, a limited liability partnership, an unincorporated organization and a government or other department or agency thereof.

21. The terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto whether written or oral with the exception of any agreements concerning confidentiality, trade secrets, or any nonsolicitation, nonservicing or noncompetition agreements, all of which agreements shall remain in full force and effect, and are hereby confirmed and ratified. You represent that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties. You acknowledge and agree that you have entered into this Agreement knowingly and voluntarily, and that if this Agreement becomes effective it will have a final and binding effect, and accordingly, by signing and not timely revoking this Agreement you may be giving up legal rights.

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Agreed to and Accepted By:

EVINE Live Inc.

/s/ Jamie Nielsen

Jaime Nielsen, VP Human Resources

Date: 5/11/15

/s/ George Ayd

George Ayd

Date: 5/7/15

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**ATTACHMENT TO  
AGREEMENT AND GENERAL RELEASE**

CONFIDENTIALITY: This Attachment must be kept strictly confidential. Any unauthorized disclosure of the contents of this Attachment to anyone other than your attorney will be considered a breach of the Separation Agreement and General Release (“**Agreement**”).

The following chart indicates the job titles and ages of all officers and legal department employees of Evine Live Inc. (the “**Employee Group**”) whose employment is being terminated and who are being offered an Agreement in connection with a group termination (indicated as “**Eligible**”), and the titles and ages of all employees of the Employee Group who are not being terminated in connection with such action (indicated as “**Not Eligible**”).

Titles & Ages Eligible		Titles & Ages Not Eligible	
EVP, CFO	57	Chief Executive Officer	55
President	66	Chief Strategy Officer	50
SVP, General Counsel	48	Corporate Counsel Sr	43
		Corporate Paralegal	44
		Legal Specialist	46
		SVP Operations	56
		SVP SPP Special Projects	45
		VP Corporate Controller	51
		VP Fin Plan Analysis	45
		VP IT Operations	42
		Associate, General Counsel	51

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the “**Agreement**”) confirms the following understandings and agreements between EVINE Live Inc., f/k/a ValueVision Media, Inc. (the “**Company**”) and William McGrath (hereinafter referred to as “**you**” or “**your**”).

1. (a) Your employment by the Company is terminated as of March 26, 2015 (the “**Termination Date**”). You shall be paid your salary through the Termination Date.

(b) Your health coverage under the Company’s group health plan will terminate on the last day of the calendar month in which your Termination Date occurred. Thereafter, you will be provided an opportunity to continue health coverage for yourself and qualifying dependents under the Company’s group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”).

(c) Notwithstanding any other provision of this Agreement to the contrary, all of your rights and obligations with respect to any equity grants, and to any vested benefits under the Company’s 401(k) Plan, shall in all instances be and remain subject to the terms and conditions of the applicable grant agreements and plans.

(d) You hereby resign all of your directorships and offices in the Company and any of its affiliates, and you agree to sign and return any confirmatory documents as reasonably requested by the Company.

(e) Except as otherwise specifically set forth in this Agreement, after the Termination Date you shall no longer be entitled to any further compensation or any monies from the Company or any of its affiliates or to receive any of the benefits made available to you during your employment at the Company. You acknowledge and agree that the Company has paid to you all of your wages and that the Company owes you no other wages, commissions, bonuses, vacation pay, personal holiday pay, employee benefits, or other compensation or payments of any kind or nature, other than as provided in this Agreement. You acknowledge and agree that the Company has in effect, and you are entitled to participate in, the Company’s Executives’ Severance Benefit Plan (the “**Plan**”). Under the Plan, you are entitled to receive certain severance benefits if you execute and do not revoke a separation agreement acceptable to the Company.

2. Provided you sign this Agreement on or within forty-five (45) days of receiving it, comply with its terms, and do not revoke it pursuant to paragraph 11 below, the Company agrees to the following:

(a) The Company shall pay you \$576,800.00, less all applicable withholding taxes and deductions, which amount is equal to the sum of (i) one (1) times your highest rate of annual base salary as in effect at any time during the twelve (12) months preceding the Termination Date and (ii) one (1) times your target annual incentive bonus opportunity (the “**Lump Sum Severance Amount**”). This Lump Sum Severance Amount will be paid to you six (6) months after the Termination Date. If you die before the Lump Sum Severance Amount is paid, it will be paid promptly following your death to your estate. In the event you owe the Company any monies, you authorize the Company to offset any such amount from the payment set forth in this paragraph.

(b) The company shall pay you \$175,936.00, less all applicable withholding taxes and deductions, as additional severance consideration. This lump sum will be paid to you on the Company’s first available payroll following the Effective Date (as defined in paragraph 12 below).

(c) The company shall reimburse you for rent expenses in Minnesota for two (2) months, in a total amount not to exceed \$3,010.00, subject to your providing the Company with documentation of the expense in accordance with the Company expense reimbursement policy.

(d) The company shall reimburse you for the transportation of your car located in Minnesota, in a total amount not to exceed \$1,200.00, subject to your providing the Company with documentation of the expense in accordance with the Company expense reimbursement policy.

(e) If you timely elect to continue your medical and/or dental insurance coverage pursuant to COBRA, and/or your basic insurance coverage under the employer-provided group life insurance plan, for twelve (12) months, you shall only be charged for a portion of such premium costs so that you will be responsible for paying the same amount as you would

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have paid as an active employee during such period plus any vendor administrative fee; provided, however, that the Company's obligation under this paragraph shall end if you become eligible for a new employer's health insurance plan and you shall notify the Company if you become eligible for a new employer's health insurance plan within 12 months following the Termination Date. After such 12-month period, you may continue your medical, dental and/or basic life insurance coverage pursuant to applicable law at your sole expense. In no event, however, will the Company reimburse you for (or otherwise pay) any portion of any premiums due for supplemental life insurance coverage.

3. (a) As used in this Agreement, the term “ **claims** ” shall include all claims, charges, complaints, demands, contracts, torts, agreements, covenants, warranties, promises, undertakings, actions, suits, proceedings, causes of action, obligations, debts, costs, attorneys' fees, accounts, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether known or unknown.

(b) For and in consideration of the payments described in paragraph 2 above, and other good and valuable consideration, you, for and on behalf of yourself and your heirs, administrators, executors, and assigns, effective as of the Effective Date (as defined in paragraph 12 below), do fully and forever release, remise and discharge the Company, its direct and indirect parents, subsidiaries and affiliates, together with their respective officers, directors, partners, shareholders, employees and agents (collectively, the “ **Group** ”) from any and all claims which you had, may have had, or now have against the Company or any other member of the Group, for or by reason of any matter, cause or thing whatsoever arising on or before the date on which you sign this Agreement, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, religion, disability, sexual orientation or any other protected characteristic or condition. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act, the Older Worker Benefits Protection Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Minnesota Human Rights Act, Minnesota Statutes Chapter 181, all other federal, state and local laws, all labor and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees, any and all laws governing whistle blowing or retaliation, including but not limited to the Sarbanes-Oxley Act, any and all laws or agreements that provide for punitive, exemplary or statutory damages, and any and all laws or agreements that provide for payment of attorney fees.

(c) You specifically release all claims under the Age Discrimination in Employment Act (the “ **ADEA** ”) relating to your employment and its termination.

(d) You represent that you have not filed (or permitted to be filed against the Group, individually or collectively, any charges, complaints or lawsuits and you covenant and agree that you will not file or permit to be filed any lawsuits at any time hereafter with respect to the claims released pursuant to this Agreement (including, without limitation, any claims relating to the termination of your employment), except as may be necessary to challenge the validity of the release of your rights under the ADEA. Nothing in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission (“ **EEOC** ”) or a comparable state or local agency. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf based on the claims release in this Agreement. Except as otherwise provided in this paragraph, you will not voluntarily participate in any judicial proceeding of any nature or description against any member of the Group that in any way involves the allegations and facts that you could have raised against any member of the Group as of the date hereof.

4. You are specifically agreeing to the terms of this release because the Company has agreed to pay you money to which you were not otherwise entitled under the Company's policies and has provided such other good and valuable consideration as specified herein. The Company has agreed to provide this money because of your agreement to accept it in full settlement of all possible claims you might now have or ever had against any member of the Group, and because of your execution of this Agreement.

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5. You represent and warrant that you have returned to the Company all Company property, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, laptop, , credit cards, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company, and that you have not retained any copies, duplicates, reproductions or excerpts thereof. Further, Employee acknowledges an obligation and agrees not to destroy, delete or disable any Company property, including items, files and materials on computers and laptops. As further consideration for this Agreement, you may retain, at your sole expense, your Company-provided cell phone.

6. You agree that in the course of your employment with the Company you have had access to and acquired Confidential Information (as defined below). The term “ **Confidential Information** ” as used in this Agreement means (a) confidential information of the Company, including without limitation, information received from third parties under confidential conditions, and (b) other technical, business or financial information or trade secrets or proprietary information (including, but not limited to, customer information, account records, supplier/vendor information, product information, design and construction information, pricing and profitability information, confidential plans for the creation or disposition of products, product development plans, marketing strategies and techniques, business ideas or practices, and other confidential financial data and plans), the use or disclosure of which would be contrary to the interests of the Company or any other member of the Group. You understand and agree that such Confidential Information has been disclosed to you in confidence and for the use of only the Company. You understand and agree that (i) you will keep such Confidential Information confidential at all times after your employment with the Company, and (ii) you will not make use of Confidential Information on your own behalf, or on behalf of any third party, unless required to do so under compulsion of law.

7. You agree that you will not encourage or cooperate or otherwise participate or confer with any current or former employee of the Company or any other member of the Group, individually or collectively, or any potential plaintiff, to commence any legal action or make any claim against the Company or any other member of the Group with respect to such person’s employment with the Company or its affiliates; provided, however, that nothing in this Agreement shall prohibit you from cooperating with the EEOC or a comparable state or local agency. You also agree to assist the Company with the orderly transition of your duties and responsibilities, to cooperate with the Company and its counsel in the future and to provide the Company with truthful information, testimony or affidavits requested in connection with any matter that arose during your employment with the Company. This assistance and cooperation may be performed at reasonable times and places and in a manner as to not interfere with any other employment you may have at the time of request. The Company agrees to reimburse you for reasonable out-of-pocket expenses incurred in providing such cooperation, so long as such expenses are approved in advance by the Company.

8. You agree to maintain the confidentiality of this Agreement (including Appendix A) and to refrain from disclosing or making reference to the terms thereof except as required by law with your spouse, immediate family members, financial advisor, accountant or attorney, but only after obtaining agreement from the persons who learn of such information to also treat it confidentially.

9. You agree that you shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any other member of the Group. The Chief Executive Officer, Chief Strategy Officer, Chief Financial Officer and Vice President of Human Resources of the Company agree that they shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on you.

10. To the extent you have previously executed agreements with the Company or are obligated to comply with provisions in the Plan, in each case that restrict your ability to (i) use Confidential Information, (ii) solicit or service customers and/or vendors of the Company, and/or (iii) solicit and/or hire employees of the Company (collectively, “ **Restricted Activities** ”), you expressly reaffirm those commitments in such agreements and under the Plan. To the extent you have not previously executed agreements that address these Restricted Activities, to the extent such relevant terms of the Plan do not apply to you, and to the extent that such Restricted Activities differ from those herein, then you acknowledge and agree that in addition to any Restricted Activities applicable to you, during the twelve (12) month period following the Effective Date, you will not, as an individual, employee, consultant, independent contractor, partner, shareholder, member or in association with any other Person (as defined below), except on behalf of the Company, directly or indirectly:

(a) solicit for employment, employ, or attempt to employ, as an employee or retain, or attempt to retain, as a consultant, any individual who is then or at any time during the one-year period prior to the Termination Date was, an employee of or exclusive consultant to, the Company, or persuade or attempt to persuade any such employee of or exclusive consultant to the Company to leave the employ of the Company or to become employed as an employee or retained as a consultant by any other Person; provided, however, a solicitation pursuant to general recruitment advertising that is not directed at the employees or exclusive consultants of the Company shall not be deemed to be a solicitation for purposes of this provision; or

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(b) solicit or persuade, or attempt to solicit or persuade, any vendor or business partner of the Company to cease to do business with the Company or to reduce the amount of business which any such vendor or business partner has customarily done or is reasonably expected to do with the Company; or

(c) solicit business on behalf of, or render any services to, any vendor or business partner of the Company in connection with sourcing, developing or acquiring branded products and licenses for marketing and sale through Consumer Direct Commerce (as defined below).

“ **Consumer Direct Commerce** ” means marketing or sales in connection with or through (i) any live or taped direct response television programming, (ii) any website affiliated with any live or taped direct response television retailer, (iii) any bricks and mortar location affiliated with any live or taped direct response television retailer, and (iv) any video-on-demand, interactive television, podcast, mobile phone, branded new media or social media (e.g., Facebook) advertising and any similar means of sale or any successor media to such means.

11. The Company shall be entitled to have the provisions of paragraphs 5, 6, 7, 8, 9 and 10 specifically enforced through injunctive relief, without having to prove the adequacy of the available remedies at law, and without being required to post bond or security, it being acknowledged and agreed that such breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Moreover, you understand and agree that if you breach any provisions of this Agreement, including but not limited to commencing, joining in or in any other manner attempting to assert any claim released herein, in addition to any other legal or equitable remedy the Company may have, the Company shall be entitled to cease making any payments to you or on your behalf under paragraph 2 hereof, recover any payments made to you or on your behalf under paragraph 2 hereof (except for \$100), and shall be reimbursed by you for all reasonable attorneys’ fees and costs incurred by it arising out of any such breach. The remedies set forth in this paragraph 11 shall not apply to any challenge to the validity of the waiver and release of your rights under the ADEA. In the event you challenge the validity of the waiver and release of your rights under the ADEA, then the Company’s right to attorneys’ fees and costs shall be governed by the provisions of the ADEA, so that the Company may recover such fees and costs if the lawsuit is brought by you in bad faith. Any such action permitted to the Company by this paragraph, however, shall not affect or impair any of your obligations under this Agreement, including without limitation, the release of claims in paragraph 3 hereof. You further agree that nothing herein shall preclude the Company from recovering attorneys’ fees, costs or any other remedies specifically authorized under applicable law.

12. You acknowledge that you have read this Agreement and Appendix A in their entirety, fully understand their meaning and are executing this Agreement voluntarily and of your own free will with full knowledge of its significance. You acknowledge and warrant that you have had the opportunity to consider for forty-five (45) days the terms and provisions of this Agreement and that you have been advised by the Company to consult with an attorney prior to executing this Agreement. You may execute this Agreement prior to the conclusion of the forty-five (45) day period, and if you elect to do so, you acknowledge that you have done so voluntarily. You shall have the right to revoke this Agreement for a period of fifteen (15) days following your execution of this Agreement, by giving written notice of such revocation to the Company. This Agreement shall not become effective until the sixteenth day following your execution of it (the “ **Effective Date** ”).

13. As a further condition of this Agreement, you agree not to apply for or seek employment or reemployment with the Company or its affiliates, and you waive and release any right to be considered for reemployment with the Company. You further agree and acknowledge that should you apply for any position in contradiction of this paragraph, the Company may completely ignore such application and fail to consider it based on this paragraph.

14. This Agreement is intended to comply with or be exempt from the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), and is limited, construed and interpreted in accordance with such intent. To the extent that any payment or benefit under this Agreement is subject to Section 409A, it is intended that it be paid in a manner that complies with Section 409A, including any guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding the foregoing, you will be solely liable and responsible for the payment of taxes (other than with respect to withholdings made by the Company) arising as a result of any payment provided to you under this Agreement and any payments and benefits provided to you due to the termination of your employment, including without limitation any excise tax or other unexpected or adverse tax consequences. In addition, you acknowledge and agree that you have been provided the opportunity to consult legal and financial counsel with respect to the tax treatment of all payments and benefits you will receive pursuant to this Agreement and on account of the termination of your employment, you have been advised by the Company to consult such counsel, and you have consulted counsel with respect to this Agreement and the payments made hereunder.

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15. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

16. Nothing herein shall be deemed to constitute an admission of wrongdoing by the Company or any other member of the Group. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.

17. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax and pdf copies shall be treated as originals for all purposes.

18. The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of Minnesota.

19. All payments made to you under this Agreement will be subject to applicable withholding taxes.

20. As used herein, “ **Person** ” means and includes an individual, a company, a joint venture, a corporation (including any non-profit corporation), an estate, an association, a trust, a general or limited partnership, a limited liability company, a limited liability partnership, an unincorporated organization and a government or other department or agency thereof.

21. The terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto whether written or oral with the exception of any agreements concerning confidentiality, trade secrets, or any nonsolicitation, nonservicing or noncompetition agreements, all of which agreements shall remain in full force and effect, and are hereby confirmed and ratified. You represent that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties. You acknowledge and agree that you have entered into this Agreement knowingly and voluntarily, and that if this Agreement becomes effective it will have a final and binding effect, and accordingly, by signing and not timely revoking this Agreement you may be giving up legal rights.

Agreed to and Accepted By:

EVINE Live Inc.

/s/ Jamie Nielsen

Jaime Nielsen, VP Human Resources

Date: 5/4/15

/s/ William McGrath

William McGrath

Date: 5/4/15

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**ATTACHMENT TO  
AGREEMENT AND GENERAL RELEASE**

CONFIDENTIALITY: This Attachment must be kept strictly confidential. Any unauthorized disclosure of the contents of this Attachment to anyone other than your attorney will be considered a breach of the Separation Agreement and General Release (“**Agreement**”).

The following chart indicates the job titles and ages of all officers and legal department employees of Evine Live Inc. (the “**Employee Group**”) whose employment is being terminated and who are being offered an Agreement in connection with a group termination (indicated as “**Eligible**”), and the titles and ages of all employees of the Employee Group who are not being terminated in connection with such action (indicated as “**Not Eligible**”).

Titles & Ages Eligible		Titles & Ages Not Eligible	
EVP, CFO	57	Chief Executive Officer	55
President	66	Chief Strategy Officer	50
SVP, General Counsel	48	Corporate Counsel Sr	43
		Corporate Paralegal	44
		Legal Specialist	46
		SVP Operations	56
		SVP SPP Special Projects	45
		VP Corporate Controller	51
		VP Fin Plan Analysis	45
		VP IT Operations	42
		Associate, General Counsel	51

## CERTIFICATION

I, Mark C. Bozek, certify that:

1. I have reviewed this report on Form 10-Q of EVINE Live Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 27, 2015

*/s/ Mark C. Bozek*

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Mark C. Bozek

Chief Executive Officer

(Principal Executive Officer)

## CERTIFICATION

I, Timothy Peterman, certify that:

1. I have reviewed this report on Form 10-Q of EVINE Live Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: May 27, 2015

/s/ Timothy Peterman

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Timothy Peterman

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION OF THE CHIEF EXECUTIVE AND FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of EVINE Live Inc., a Minnesota corporation (the "Company"), for the quarter ended May 2, 2015, as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), the undersigned officers of the Company certify pursuant to 18 U.S.C. Section 1350, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to their knowledge:

- the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: May 27, 2015

/s/ Mark C. Bozek

Mark C. Bozek  
Chief Executive Officer

Date: May 27, 2015

/s/ Timothy Peterman

Timothy Peterman  
Executive Vice President and Chief Financial Officer