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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

March 28, 2007

Date of Report (Date of earliest event reported)

VALUE VISION MEDIA, INC.

(Exact Name of Registrant as Specified in its Charter)

Minnesota

(State of Incorporation)

0-20243

(Commission File Number)

41-1673770

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

6740 Shady Oak Road
Eden Prairie, Minnesota

(Address of Principal Executive Offices)

55344-3433

(Zip Code)

Telephone Number: (952) 943-6000

(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

The information set forth under Item 2.01 of this Current Report on Form 8-K is also responsive to this Item 1.01 and is hereby incorporated in this Item 1.01 by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On March 28, 2007, ValueVision Media, Inc. (the “**Company**”) entered into a Membership Interest Purchase Agreement among Polo Ralph Lauren Corporation (“**Polo Ralph Lauren**”), Ralph Lauren Media, LLC (“**Polo.com**”), NBC-Lauren Media Holding, Inc. (“**NBC-LMH**”), NBC Universal, Inc. (“**NBCU**”), CNBC.COM LLC, and the Company (the “**Purchase Agreement**”), and, pursuant to the terms of the Purchase Agreement, the Company sold the Company’s 12.5% membership interest in Polo.com to Polo Ralph Lauren for an aggregate purchase price of \$43,750,000. NBC-LMH concurrently sold its entire 37.5% membership interest in Polo.com to Polo Ralph Lauren. Polo.com was a joint venture formed in 2000 for the purpose of bringing the Ralph Lauren American lifestyle experience to consumers via multiple media platforms, including Internet, broadcast, cable and print. Each of the Company, NBC-LMH and Polo Ralph Lauren made customary representations and warranties in connection with the Purchase Agreement. Additionally, the Company agreed that it would not solicit or hire specified persons currently employed by Polo.com or Polo Ralph Lauren during the one-year period following execution of the Purchase Agreement. The full text of the Purchase Agreement is attached as Exhibit 2 to this Current Report on Form 8-K.

Prior to the execution of the Purchase Agreement, a subsidiary of the Company and Polo.com also entered into an amendment to the existing Agreement for Services between them. A wholly-owned subsidiary of the Company, VVI Fulfillment Center, Inc. (“**VVIFC**”), and Polo.com are parties to the Agreement for Services, dated May 18, 2004 (as amended) (the “**Agreement for Services**”), under which VVIFC provides Polo.com with fulfillment and certain customer support services. Through an amendment signed October 28, 2006 and a subsequent rider thereto signed March 28, 2006, Polo.com and VVIFC agreed to certain changes to the Agreement for Services, including VVIFC’s agreement to extend the term of the Agreement for Services to provide certain fulfillment and customer support services through August 2008 with a potential extension through mid-2009.

The Company has issued a press release announcing the Purchase Agreement and the amendment to the Agreement for Services. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Concurrently with the execution of the Purchase Agreement, the Company also entered into amendments to the License Agreement and the Distribution Agreement (each as defined below) with NBCU. NBCU, together with GE Commercial Finance - Equity, each a subsidiary of the General Electric Company, have a substantial percentage ownership in the Company and together have the right to select three of the nine members of the Company’s Board of Directors.

Amendment No. 1 to Trademark License Agreement. On November 16, 2000, the Company and National Broadcasting Company, Inc. (n/k/a NBCU) entered into a Trademark License Agreement (the “**License Agreement**”) giving the Company a limited exclusive, worldwide license to use certain NBCU trademarks, service marks, domain names, or logos owned by NBCU. The current term of the License Agreement was to expire on November 16, 2010. On March 28, 2007, the Company and NBCU entered into Amendment No. 1 to Trademark License Agreement (the “**License Agreement Amendment**”), under which NBCU agreed to extend the term of the License Agreement to May 15, 2011. NBCU also agreed to certain limitations on its right to terminate the License Agreement in the event of a change in control of the Company involving a financial buyer.

The Company has issued a press release announcing the License Agreement Amendment. A copy of the press release is attached as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Amendment No. 1 to Distribution and Marketing Agreement. On March 8, 1999, the Company and NBCU entered into a Distribution and Marketing Agreement (the “**Distribution Agreement**”). The Distribution Agreement provides, among other things, that NBCU has the exclusive 10-year right to negotiate on behalf of the Company for the distribution and marketing of its home shopping television programming service, and is entitled to receive certain compensation therefor, including warrants for the Company’s common stock and an annual affiliate relations and marketing fee. On March 28, 2007, the Company and NBCU entered into Amendment No. 1 to the Distribution and Marketing Agreement providing for a reduction in the affiliate relations and marketing fee to a market rate.

Item 9.01 Financial Statements and Exhibits.

(a) Financial information

Not applicable.

(b) *Pro forma financial information*

On March 28, 2007, ValueVision Media, Inc. (the “**Company**”) entered into a Membership Interest Purchase Agreement among Polo Ralph Lauren Corporation (“**Polo Ralph Lauren**”), Ralph Lauren Media, LLC (“**Polo.com**”), NBC-Lauren Media Holding, Inc., NBC Universal, Inc. (“**NBCU**”) and CNBC.COM LLC (the “**Purchase Agreement**”), and, pursuant to the terms of the Purchase Agreement, the Company sold the Company’s 12.5% membership interest in Polo.com to Polo Ralph Lauren for an aggregate purchase price of \$43,750,000. Polo.com was a joint venture formed for the purpose of bringing the Ralph Lauren American lifestyle experience to consumers via multiple media platforms, including Internet, broadcast, cable and print. The Company accounted for its investment in Polo.com under the equity method of accounting.

The following unaudited pro forma consolidated financial information for ValueVision Media, Inc. reflects the pro forma effects that the Polo.com transaction would have had on the Company’s Statement of Operations for the year ended February 4, 2006, and for the nine months ended November 4, 2006 and on its consolidated balance sheet as of November 4, 2006, (in thousands, except for per share data). The unaudited pro forma consolidated financial information is presented for informational purposes only and does not purport to represent what our financial position or results of operations actually would have been had the transactions so described occurred on the dates or for the periods indicated or to project our financial position as of any future date or results of operations for any period.

Statement of Operations for the year ended February 4, 2006:

| | <u>As Reported</u> | <u>Pro Forma</u> |
|---|------------------------|------------------|
| Pretax gain on sale of Polo.com investment | \$ — | \$ 43,300(A) |
| Equity in income from affiliates | 1,383 | --(B) |
| Income tax provision | (762) | (104)(C) |
| Income (loss) from continuing operations | (13,457) | 27,344 |
| Net income (loss) per share from continuing operations | \$ (0.37) | \$ 0.73 |
| Net income (loss) per share from continuing operations— assuming dilution | \$ (0.37) | \$ 0.63 |

Statement of Operations for the nine months ended November 4, 2006:

| | <u>As Reported</u> | <u>Pro Forma</u> |
|---|------------------------|------------------|
| Pretax gain on sale of Polo.com investment | \$ — | \$ 41,917(A) |
| Equity in income from affiliates | 2,192 | --(B) |
| Income tax provision (benefit) | 45 | 883(C) |
| Income (loss) from continuing operations | (5,913) | 32,974 |
| Net income (loss) per share from continuing operations | \$ (0.16) | \$ 0.87 |
| Net income (loss) per share from continuing operations— assuming dilution | \$ (0.16) | \$ 0.76 |

Balance Sheet as of November 4, 2006:

| | <u>As Reported</u> | <u>Pro Forma</u> |
|---|------------------------|------------------|
| Cash, cash equivalents and short-term investments | \$ 66,923 | \$ 110,223(D) |
| Long-term investments and other assets | 4,910 | 1,585(E) |
| Total assets | 350,536 | 390,511 |
| Income taxes payable | 45 | 883 |
| Total shareholders’ equity | 194,346 | 233,521 |

- (A) Adjustment for the year ended February 4, 2006 reflects a pre-tax gain computed assuming \$43,750 in cash proceeds over an investment balance of \$-0-, less \$450 of estimated direct expense attributable to the transaction. Adjustment for the nine months ended November 4, 2006 reflects a pre-tax gain computed assuming \$43,750 in cash proceeds over an investment balance of \$1,383, less \$450 of estimated direct expense attributable to the transaction. The pre-tax gain for each fiscal period was computed assuming the Polo.com sale transaction was consummated at the beginning of each respective period presented.
- (B) Adjustment reflects the removal of the Company’s 12.5% share of its equity in Polo.com.
- (C) Tax provision increase (tax benefit decrease) reflects a 2% effective Alternative Minimum Tax rate on the respective recorded gain.
- (D) The increase in cash, cash equivalents and short-term investments reflects \$43,750 of cash proceeds received less \$450 of estimated direct expense attributable to the transaction.
- (E) The decrease in investments and other assets reflects the removal of the Company’s Polo.com investment balance.

(c) Exhibits

- 2 Membership Interest Purchase Agreement dated as of March 28, 2007 among Polo Ralph Lauren Corporation, Ralph Lauren Media, LLC, NBC-Lauren Media Holding, Inc., NBC Universal, Inc., CNBC.COM LLC, and ValueVision Media, Inc.
- 99.1 Purchase Agreement Press Release dated March 29, 2007
- 99.2 License Agreement Amendment Press Release dated March 29, 2007

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 hereunto duly authorized.

Date: April 2, 2007

ValueVision Media, Inc.

By /s/ Nathan E. Fagre _____

Nathan E. Fagre

Senior Vice-President and General Counsel

EXHIBIT INDEX

| No. | Description | Manner of Filing |
|------|--|----------------------|
| 2 | Membership Interest Purchase Agreement dated as of March 28, 2007 among Polo Ralph Lauren Corporation, Ralph Lauren Media, LLC, NBC-Lauren Media Holding, Inc., NBC Universal, Inc., CNBC.COM LLC, and ValueVision Media, Inc. | Filed Electronically |
| 99.1 | Purchase Agreement Press Release dated March 29, 2007. | Filed Electronically |
| 99.2 | License Agreement Amendment Press Release dated March 29, 2007. | Filed Electronically |

MEMBERSHIP INTEREST PURCHASE AGREEMENT

dated as of March 28, 2007

among

POLO RALPH LAUREN CORPORATION,

RALPH LAUREN MEDIA, LLC,

NBC-LAUREN MEDIA HOLDING, INC.,

NBC UNIVERSAL, INC.,

CNBC.COM LLC,

and

VALUEVISION MEDIA, INC.

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of March 28, 2007, by and among Ralph Lauren Media, LLC, a Delaware limited liability company (the “Company”), Polo Ralph Lauren Corporation, a Delaware corporation (the “Buyer”), NBC-Lauren Media Holding, Inc., a Delaware corporation (“NBC”), ValueVision Media, Inc. formerly known as ValueVision International, Inc., a Minnesota corporation (“ValueVision”) and solely for purposes of Section 5.1, NBC Universal, Inc. (f/k/a National Broadcasting Company, Inc.), a Delaware corporation (“NBC Universal”) and CNBC.com LLC, a Delaware limited liability company (“CNBC.com”). NBC and ValueVision are collectively referred to herein as the “Sellers” and each individually as a “Seller”.

WITNESSETH:

WHEREAS, NBC owns a 37.5% membership interest (the “NBC Company Interest”) in the Company and ValueVision owns a 12.5% membership interest in the Company (the “ValueVision Company Interest” and, together with the NBC Company Interests, the “Seller Company Interests”).

WHEREAS, the Buyer desires to purchase from the Sellers, and the Sellers desire to sell to the Buyer, the Seller Company Interests, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Terms Not Defined Elsewhere. The following terms when used in this Agreement shall have the following meanings:

“Advertising Agreement” means the Advertising Agreement, dated as of February 7, 2000 among the Company, the Buyer and NBC Universal, including any amendments and supplements thereto made through the date hereof.

“Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended; provided, that for purposes of this Agreement, NBC’s Affiliates shall only be NBC Universal and its subsidiaries.

“Governmental Authority” means any nation or government, any state, province or other political subdivision thereof, whether federal, state or local or foreign, international, multinational, or any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government, or any government authority, agency, department, board, tribunal, bureau, official, commission or instrumentality of the United States of America, any foreign government or any

municipality or other political subdivision thereof, and any court, tribunal or arbitrators of competent jurisdiction or other administrative or judiciary authority thereof, and any governmental or non-governmental self-regulatory organization, agency or authority.

“ Knowledge ” means that an individual who is serving, or who has at any time served, as a director or officer of such Person or an employee of such Person that has management, oversight or responsibilities with respect to matters at issue, is, or at any time was, actually aware of such fact or other matter or could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive inquiry or investigation concerning the existence of such fact or other matter.

“ License Agreement ” means the License Agreement, dated as of February 7, 2000 between the Company and the Buyer, including any amendments and supplements thereto made through the date hereof.

“ Lien ” means any mortgage, deed of trust, pledge, lien, encumbrance, charge, or other security interest, claim, lease, option, right of first refusal, easement, restrictive covenant or other encroachment.

“ LLC Agreement ” means the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 18, 2000, including any amendments and supplements thereto made through the date hereof.

“ Operating Agreement ” means the Operating Agreement, dated as of February 7, 2000 by and among the Buyer, ValueVision, CNBC.com and NBC Universal (as successor in interest to NBC Internet, Inc.), including any amendments and supplements thereto made through the date hereof.

“ Person ” means any individual, corporation, limited liability company, trust, partnership or other legal entity.

“ Promotion Agreement ” means the Promotion Agreement, dated as of February 7, 2000 between the Company and NBC Universal (as successor in interest to NBC Internet, Inc.), including any amendments and supplements thereto made through the date hereof.

“ Services Agreement ” means the Agreement for Services, dated May 18, 2004 between the Company and ValueVision, including any amendments and supplements thereto made through the date hereof.

“ Supply Agreement ” means the Supply Agreement, dated as of February 7, 2000, between the Company and the Buyer, including any amendments and supplements thereto made through the date hereof.

“ Terminated Agreements ” means collectively, the LLC Agreement, the Operating Agreement, the Supply Agreement, the License Agreement, the Advertising Agreement,

the Promotion Agreement and the Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 7, 2000.

ARTICLE II SALE AND PURCHASE

2.1 Transfer of Membership Interests. Upon the terms and subject to the conditions set forth in this Agreement and upon the execution and delivery of this Agreement by all the parties hereto (the “Effective Time”) (i) NBC agrees it will sell, assign, transfer and deliver to the Buyer, free and clear of all Liens, other than transfer restrictions arising under applicable securities laws, the NBC Company Interest and (ii) ValueVision agrees it will sell, assign, transfer and deliver to the Buyer, free and clear of all Liens, other than transfer restrictions arising under applicable securities laws, the ValueVision Company Interest.

2.2 Purchase Price. The applicable purchase price set forth below for the Seller Company Interests shall be paid in cash at the Effective Time, by wire transfer of immediately available funds to the accounts designated in a written notice delivered by each Seller prior to the date hereof to the Buyer. The aggregate purchase price for all of the Seller Company Interests is equal to \$175,000,000, which amount shall be allocated and paid as follows: (i) in consideration of the delivery to the Buyer in accordance with this Agreement of the NBC Company Interest, the Buyer shall pay to NBC an aggregate purchase price equal to \$131,250,000 and (ii) in consideration of the delivery to the Buyer in accordance with this Agreement of the ValueVision Company Interest, the Buyer shall pay to ValueVision an aggregate purchase price equal to \$43,750,000.

ARTICLE III REPRESENTATIONS OF THE SELLERS

Each Seller, solely on its behalf and not on behalf of or with respect to the other Seller, represents and warrants to the Buyer and the other Seller on the date hereof as follows:

3.1 Power. Such Seller has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.2 Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by such Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of such Seller, and no other proceedings on its part are necessary to authorize the execution, delivery or performance by such Seller of this Agreement.

This Agreement has been duly executed and delivered by such Seller and, assuming the due authorization, execution and delivery by the Buyer and the other Seller, constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

3.3 No Violations. The execution and delivery of this Agreement by such Seller and the consummation of the transactions contemplated hereby by such Seller (a) will not violate any provision of the organizational or other governing documents of such Seller, (b) will not violate any statute, rule, regulation, order or decree of any public body or authority by which such Seller or any of its properties or assets is bound, and (c) will not result in a violation or breach of, or constitute a default under, any license, franchise, permit, indenture, agreement or other instrument to which such Seller is a party, or by which such Seller or any of its properties or assets, is bound, except in the case of items (b) and (c) only, for any violation, breach or default which is not material to such Seller.

3.4 Ownership. Such Seller is the record owner of the membership interest in the Company set forth opposite such Seller's name on Exhibit A hereto. Such Seller has the power to sell, assign, transfer and deliver such membership interest to the Buyer in accordance with this Agreement free and clear of all Liens other than transfer restrictions arising under applicable securities laws. Such Seller has good and valid title to such membership interest, and there are no claims or actions pending, or to the Knowledge of such Seller threatened, with respect to the title of such membership interest, except for those (i) set forth in the LLC Agreement and (ii) arising under this Agreement in favor of the Buyer. Upon delivery to the Buyer at the Effective Time of such membership interest of such Seller, and upon such Seller's receipt of the portion of the purchase price to which it is entitled pursuant to Section 2.2 for the sale thereof, good and valid title to such membership interest will pass to the Buyer, free and clear of all Liens other than transfer restrictions arising under applicable securities laws. Other than as set forth on Exhibit A hereto, such Seller has no other equity interests in the Company. Such Seller's membership interest in the Company is not subject to any contract or other arrangement restricting or otherwise relating to the voting rights or disposition of such membership interest other than as set forth in the LLC Agreement.

3.5 Broker's or Finder's Fees. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by or on behalf of such Seller in such a manner as not to give rise to any claim against the Buyer or the Company for a finder's fee, brokerage commission, advisory fee or other similar payment.

3.6 Litigation. There is no claim, action, suit, proceeding or governmental investigation pending or, to the best Knowledge of such Seller, threatened, against such Seller by or before any Governmental Authority that would reasonably be expected to impede, hinder or delay the ability of such Seller to consummate the transactions contemplated by this Agreement in any respect.

3.7 Consents and Approvals. Assuming the accuracy of the representations and warranties of the Buyer set forth in Article IV, no consent, order, approval, authorization, declaration or filing from or with any Governmental Authority (other than ValueVision's filing of a Form 8-K with respect to this Agreement and the transactions contemplated hereby) is required on the part of such Seller to permit such

Seller to execute and deliver this Agreement and to fulfill all of such Seller's obligations under this Agreement.

ARTICLE IV REPRESENTATIONS OF THE BUYER

The Buyer represents and warrants to the Sellers on the date hereof as follows:

4.1 Power. The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

4.2 Authorization and Binding Obligation.

(a) The execution, delivery and performance of this Agreement by the Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the Buyer, and no other proceedings on its part are necessary to authorize the execution, delivery or performance by Buyer of this Agreement.

(b) This Agreement has been duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery by the Sellers, constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

4.3 No Violations. The execution and delivery of this Agreement by the Buyer and the consummation of the transactions contemplated hereby by the Buyer (a) will not violate any provision of the organizational or other governing documents of the Buyer, (b) will not violate any statute, rule, regulation, order or decree of any public body or authority by which the Buyer or any of its properties or assets is bound, and (c) will not result in a violation or breach of, or constitute a default under, any license, franchise, permit, indenture, agreement or other instrument to which the Buyer is a party, or by which the Buyer or any of its properties or assets, is bound, except in the case of items (b) and (c) only, for any violation, breach or default which is not material to the Buyer.

4.4 Broker's or Finder's Fees. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by or on behalf of the Buyer in such a manner as not to give rise to any claim against any Seller for a finder's fee, brokerage commission, advisory fee or other similar payment.

4.5 Litigation. There is no claim, action, suit, proceeding or governmental investigation pending or, to the best Knowledge of the Buyer, threatened against the Buyer by or before any Governmental Authority that would reasonably be expected to impede, hinder or delay the ability of the Buyer to consummate the transactions contemplated by this Agreement in any respect.

4.6 Sufficient Funds . The Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of all amounts to be paid by it to the Sellers under Section 2.2 and to pay its fees and expenses incurred in connection with the transactions contemplated by this Agreement.

4.7 Consents and Approvals . Assuming the accuracy of the representations and warranties of the Sellers set forth in Article III, no consent, order, approval, authorization, declaration or filing from or with any Governmental Authority (other than the Buyer's filing of a Form 8-K with respect to this Agreement and the transactions contemplated hereby) is required on the part of the Buyer to permit the Buyer to execute and deliver this Agreement and to fulfill all of its obligations hereunder.

4.8 Investment Intent . The Seller Company Interests being acquired by the Buyer hereunder are being purchased for the Buyer's own account and not with the view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Buyer understands that the Seller Company Interests have not been registered under the Securities Act or any applicable state laws by reason of their issuance or contemplated issuance in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act and such laws. The Buyer further understands that the Seller Company Interests may not be transferred or resold without (a) registration under the Securities Act and any applicable state securities laws, or (b) an exemption from the requirements of the Securities Act and applicable state securities laws.

ARTICLE V COVENANTS

5.1 Termination of Agreements . Subject to, and effective as of the Effective Time, except as set forth on Schedule 5.1, each of the parties hereto agrees, on behalf of itself and its Affiliates, that the Terminated Agreements shall terminate automatically without any further liability or action on the part of any of the parties hereto and such agreements shall be of no further force and effect from and after the date hereof (other than such provisions which by their terms are to survive the termination or expiration of any such agreement), and if requested by the Company or the Buyer, the Sellers shall provide written evidence to such effect in form and substance reasonably satisfactory to the Buyer. For the avoidance of doubt, the Services Agreement will continue to be effective from and after the Effective Time in accordance with its terms.

5.2 Resignations . Subject to and effective as of the Effective Time, each Seller agrees as to itself and its Affiliates to submit to the Buyer the resignation or resignations of such Seller's or its Affiliates representatives, if any, serving on the Management Committee, or similar governing body, of the Company or as an officer of the Company, such resignations to be effective concurrently with the Effective Time and such Seller shall provide written evidence to such effect in form and substance reasonably satisfactory to the Buyer.

5.3 General Cooperation . In case at any time after the date hereof any further action is necessary to carry out the purposes of this Agreement, each of the parties

will promptly take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request.

5.4 Non-Compete. In partial consideration for entering into this Agreement for the sale of the NBC Company Interest, NBC agrees, with the Buyer that, for a period (the “Restricted Period”) equal to twelve (12) months following the date hereof, NBC and its Affiliates will not, without the prior written consent of the Buyer in its sole discretion, directly or indirectly, alone or in association with or on behalf of any other Person enter into any arrangement, business, understanding, commitment, agreement or venture with respect to running a business similar in any material respect to that of the Company (i.e., a joint venture for the distribution or sale of premium lifestyle products online) with any of the Persons or brands listed on Exhibit B hereto (or their successors or subsidiaries) (collectively, the “Competing Persons”); provided, however, that nothing herein shall limit the right of NBC or its Affiliates to (x) collectively own not more than an aggregate of 20% of any of the debt or equity securities of any Person or (y) enter into any arrangement for advertisement in the ordinary course of business between the Seller or any of its Affiliates and any Competing Person. NBC and the Buyer agree that the provisions of this Section 5.4 are an integral part of this Agreement and that the Buyer would not be entering into this Agreement without the provisions of this Section 5.4 If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.4 is invalid or unenforceable, NBC and the Buyer agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope or duration of such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. NBC and the Buyer recognize and agree that immediate irreparable damages for which there is not adequate remedy at law would occur in the event that the provisions of this Section 5.4 are not performed in accordance with the specific terms hereof or are otherwise breached. It is accordingly agreed that in the event of a failure by NBC or the Buyer to perform its obligations under this Section 5.4, the nonbreaching party shall be entitled to specific performance through injunctive relief, without the necessity of posting a bond, to prevent breaches of the provisions and to enforce specifically the provisions of this Section 5.4 in addition to any other remedy to which such party may be entitled, at law or in equity.

5.5 Non-Solicitation; No-Hire. As a separate and independent covenant, in partial consideration of entering into this Agreement for the sale of the Seller Company Interests, each Seller agrees, as to itself and its Affiliates, during the Restricted Period, it will not, alone or in association with or on behalf of any other Person, in any way, directly or indirectly, call upon, solicit, or hire as an employee, director, manager, consultant, officer, agent, representative or advisor any (i) executive officer of the Company or any other employee of the Company who, as of the date hereof is eligible to make through base salary and potential bonuses an aggregate of \$150,000 or more per annum or (ii) of the individuals listed on Exhibit C. The foregoing restrictions shall not

prevent a Seller from soliciting and hiring persons as a result of general solicitations of employment published in a newspaper, over the internet, or in another publication of general circulation and not specifically directed towards such persons.

5.6 Confidentiality. Each party hereto acknowledges and agrees, solely as to itself and its Affiliates, that it may be in possession of confidential information concerning the Company and the other parties hereto and their respective businesses (the “Confidential Information”) (each party receiving information, a “Recipient” and each party disclosing Confidential Information, a “Disclosing Party”); provided that Confidential Information shall not include any such information which (i) is or becomes generally available to the public other than as a result of disclosure by such Recipient in violation of this provision, (ii) was or becomes available to such Recipient on a non-confidential basis from a source other than the Company or its representatives; provided, that to the best of such Recipient’s knowledge such source is not prohibited from disclosing such information to such Recipient by a contractual, legal or fiduciary obligation, or (iii) is independently developed by such Recipient without violating such Recipient’s obligations hereunder. Each Recipient agrees, solely as to itself, that from and after the date hereof until the third anniversary of the date hereof, it shall, and that it shall cause its Affiliates and advisors (“Representatives”) to keep all Confidential Information strictly confidential and not to use Confidential Information for any purpose. Each Recipient acknowledges and agrees, solely as to itself and its Representatives, that the Confidential Information is proprietary and confidential in nature and may be disclosed to its Representatives only to the extent necessary for such Recipient and such Representatives to fulfill its obligations hereunder; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by such Recipient’s Representatives. Notwithstanding the foregoing, nothing in this Section 5.6 will be deemed to prohibit or limit the use, disclosure or retention of any Confidential Information by (a) the Company or ValueVision to and only to the extent that such Person is permitted to use, disclose or retain such Confidential Information pursuant to the terms of the Services Agreement or (b) any public disclosure permitted or made in accordance with Section 6.13. If, following the date hereof, a Recipient or any of its Representatives are legally required to disclose (after such Recipient has used its commercially reasonable efforts to avoid such disclosure) any of the Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), to the extent practicable, such Recipient shall, or shall cause its Representatives to, provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy. If such protective order or remedy is not obtained, such Recipient or its Representative may disclose only that portion of the restricted Confidential Information which such Person is legally required to disclose, and such Recipient shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information so disclosed. Each Recipient further agrees, solely as to itself, that, from and after the date hereof, such Recipient and its Representatives, upon the written request of the Disclosing Party, shall promptly destroy the portion of all information and documents constituting or containing Confidential Information and shall certify such destruction to the Disclosing Party,

provided, however that each Recipient shall be permitted to keep one copy of all information and documents constituting or containing Confidential Information with legal counsel.

5.7 Use of the Company Name . The Sellers each hereby agree that neither it nor any of its Affiliates shall, without the prior written consent of the Buyer, use or exploit the Company name or any “Polo” and “Ralph Lauren” brand or derivation thereof or any other intellectual property that is or has been provided or licensed to the Company under the License Agreement (collectively, “Polo IP ”); provided, however, that this Section 5.7 shall not apply (x) in the context of a separate commercial relationship between the Buyer and any of the Sellers, such as an advertising relationship and (y) with respect to ValueVision, the use of such intellectual property solely in accordance with the terms of the Service Agreement. For the avoidance of doubt, NBC shall promptly and, in any event, within thirty days of the date hereof, change its name to remove the reference to “Lauren” from its name and such new name shall not contain any reference to any Polo IP.

ARTICLE VI MISCELLANEOUS

6.1 Expenses . Each of the Sellers and the Buyer will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Each Seller shall bear and pay all sales, use, transfer, stamp, stock transfer, real property, transfer or similar taxes imposed on it in connection with the sale of its respective Seller Company Interests. The Buyer and the Company agree to furnish to ValueVision such financial statements and financial information of the Company for any period during which ValueVision was a member of the Company (the “Company Financial Information”) as ValueVision shall reasonably request solely for its use in order to timely comply with its obligations under any applicable federal or state securities laws, including financial statements as of and for the period ending March 31, 2007, such financial statements to be prepared in accordance with U.S. generally accepted accounting principles, together with a report thereon of the Company’s registered independent certified accountant (the “Accountant”). The reasonable out of pocket costs and expenses of the Accountant incurred by the Company either prior to or after the date hereof solely in connection with the preparation and audit of the Company’s financial statements for the period ended March 31, 2007 shall be borne by the Sellers and the Buyer in the following proportion: Buyer (50%), NBC (37.5%) and ValueVision (12.5%) and each such party shall promptly reimburse the Company for their share of any such cost and expense upon request by the Company. The Buyer and the Company agree to cooperate fully and in good faith in any verification or due diligence process relative to the Company Financial Information which ValueVision or any agent, advisor or underwriter acting on its behalf or at its direction may reasonably require in accordance with the second preceding sentence, and shall use their reasonable best efforts to cause the Accountant to cooperate in similar manner, including without limitation, providing any necessary consent to the use of any report on the Company Financial Information, consent to any reference to the Accountant as expert in relation to such report, and any comfort letter relating to Company Financial

Simpson Thacher & Bartlett LLP
 425 Lexington Avenue
 New York, New York 10017
 Attention: Mario Ponce, Esq.
 Facsimile: (212) 455-2502

If to ValueVision:

ValueVision International, Inc.
 6740 Shady Oak Road
 Eden Prairie, Minnesota 55344
 Attention: Nathan Fagre, Esq.,
 Senior Vice-President and
 General Counsel
 Facsimile: (612) 943-6111

with a copy to :

Faegre & Benson LLP
 220 Norwest Center
 90 South Seventh Street
 Minneapolis, Minnesota 55402-3901
 Attention: Peter Ekberg, Esq.
 Facsimile: 612-766-1600

If to the Buyer:

Polo Ralph Lauren Corporation
 650 Madison Avenue
 New York, NY 10022
 Attention: Tracey T. Travis
 Jonathan D. Drucker, Esq.
 Facsimile: (212) 318-7705

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
 1285 Avenue of the Americas
 New York, New York 10019
 Attention: Angelo Bonvino, Esq.
 Douglas A. Cifu, Esq.
 Facsimile: (212) 757-3990

6.5 Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

6.6 Gender. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

6.7 Entire Agreement. This Agreement (and the Services Agreement) embodies the entire agreement and understanding between the Buyer and any Seller, or their respective Affiliates, with respect to the Buyer's purchase of the Seller Company Interests including, without limitation, the consideration being paid by the Buyer to each

of the Sellers therefor, and supersedes all prior and contemporaneous agreements and understandings, including the unexecuted "Project Heroes Non-Binding Summary of Proposed Terms" (as amended through the date hereof), oral or written, relative to said subject matter..

6.8 Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Sellers, and their respective successors and permitted assigns, the Buyer, and its successors and permitted assigns, and the Company and its successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by any of the parties hereto without the prior written consent of the other parties hereto; provided, however, that after the date hereof the Buyer or any Seller may, at its election and provided it remains liable for its obligations hereunder, assign this Agreement to any Affiliate of such party. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

6.9 Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the Buyer and each of the Sellers, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding (and no party shall waive any provision or condition of, or right under this Agreement) unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto. Except to the extent that a party hereto may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or breach by another party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by such other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by another party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach.

6.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.11 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, the Sellers and the Buyer hereby agree that such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

6.12 Third-Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

6.13 Press Release. No party hereto shall make, or cause to be made, any press release, disclosure or public announcement in respect of the transactions contemplated by this Agreement; provided however that, each party may make, or cause to be made, such press release, disclosure or public announcement if (i) it is mutually accepted in writing by all of the parties hereto, (ii) such disclosure (or disclosure of Company financial information and company related information of a nature previously publicly disclosed by the parties) is required by law or regulation or by legal process or is contained in an SEC report or filing made by a party or is made at conference calls, press conferences, meetings or similar events with members of the financial community such as analysts or investors or (iii) such disclosure is required or a consent is necessary under a pre-existing agreement of the Company; provided that in any such case, a draft of such disclosure, press release or public announcement shall be provided to the other party reasonably in advance of publication or disclosure in order to give such party an opportunity to comment. Subject to the proviso contained in the immediately preceding sentence, the Sellers and the Buyer acknowledge and agree that each of the Buyer and ValueVision will promptly following the date hereof file a Form 8-K with respect to this Agreement and the transactions contemplated hereby, and that the Buyer and ValueVision will make additional disclosures regarding the same through press releases and SEC reports or filings, on its company website, on its conference calls, press conferences, interviews or similar events with analysts, investors and the media.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF , this Agreement has been executed by or on behalf of each of the parties hereto as of the date first above written.

THE COMPANY

RALPH LAUREN MEDIA, LLC

By: /s/ Sarah Gallagher

Name: Sarah Gallagher

Title: President

SELLERS

NBC-LAUREN MEDIA HOLDING, INC.

By: /s/ Lynn A. Calpeter

Name: Lynn A. Calpeter

Title: Vice President and Treasurer

VALUEVISION MEDIA, INC.

By: /s/ Frank Elsenbast

Name: Frank Elsenbast

Title: SVP & CFO

BUYER

POLO RALPH LAUREN CORPORATION

By: /s/ Tracey Travis

Name: Tracey Travis

Title: SVP/CFO

Solely with respect to Section 5.1

NBC UNIVERSAL, INC.

By: /s/ Lynn A. Carpenter

Name: Lynn A. Carpenter

Title: EVP and CFO

CNBC.COM LLC

By: /s/ Todd F. Davis

Name: Todd F. Davis

Title: Vice President

ValueVision Media Announces Sale of its 12.5% Equity Interest in Polo.com for \$43.75 Million to Polo Ralph Lauren

MINNEAPOLIS, MN — (PR NEWSWIRE) — March 29, 2007 — ValueVision Media, Inc. (Nasdaq:VVTV) today announced the sale of its 12.5% equity interest in Ralph Lauren Media, LLC (Polo.com) to Polo Ralph Lauren Corporation. The sale of ValueVision's interest will generate cash proceeds to ValueVision of \$43.75 million.

Ralph Lauren Media was created seven years ago as a joint venture with 50% ownership by Polo Ralph Lauren Corporation, 37.5% by NBC-Lauren Media Holdings, Inc. (a subsidiary wholly owned by NBC Universal), and 12.5% by ValueVision, to develop Polo Ralph Lauren branded media projects across multiple platforms. Concurrently with the sale of ValueVision's 12.5% equity interest in Ralph Lauren Media, NBC is also selling its 37.5% equity interest in the joint venture to Polo Ralph Lauren Corporation.

ValueVision will continue to provide certain fulfillment and customer support services to Polo.com through August 2008 with a potential extension through mid-2009.

"We are pleased to monetize this valuable asset. While Polo.com is performing extremely well, a minority ownership position in this business is not strategic for our company. In selling this asset, we are adding to our cash reserves and giving ourselves additional flexibility. We will continue our long-standing relationship with Polo.com as its fulfillment and customer service provider", said William J. Lansing, President and Chief Executive Officer of ValueVision Media, Inc.

To be placed on the Company's e-mail notification list for press releases, SEC filings, certain analytical information, and/or upcoming events, please go to www.valuevisionmedia.com and click on "Investor Relations." Click on "E-mail Alerts" and complete the requested information.

About ValueVision Media, Inc

Founded in 1990, ValueVision Media is an integrated direct marketing company that sells general merchandise directly to consumers through television, the Internet, and direct mail. It operates ShopNBC, one of the top three television shopping networks in the United States and ShopNBC.com. For more information, please visit www.valuevisionmedia.com or www.shopnbc.com.

Forward-Looking Information

This release contains certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations and are accordingly 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 spending and debt levels; interest rates; competitive pressures on sales, pricing and gross profit margins; the level of cable distribution for the Company's programming and the fees associated therewith; the success of the Company's e-commerce and rebranding initiatives; the performance of its equity investments; the success of its strategic alliances and relationships; the ability of the Company to manage its operating expenses successfully; risks associated with acquisitions; changes in governmental or regulatory requirements; litigation or governmental proceedings affecting the Company's operations; and the ability of the Company to obtain and retain key executives and employees. More detailed information about those factors is set forth in the Company's filings with the Securities and Exchange Commission, including the Company's annual report on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. The Company is under no obligation (and expressly disclaims any such obligation to) update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

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SOURCE: ValueVision Media, Inc.

CONTACT: Investor Relations, Frank Elsenbast, Senior Vice President and Chief Financial Officer, 952-943-6516.

ValueVision Media Announces Extension of ShopNBC Brand License Through May 2011

MINNEAPOLIS, MN — (PR NEWSWIRE) — March 29, 2007 — ValueVision Media, Inc. (Nasdaq:VVTV) today announced that NBC Universal and ValueVision Media have agreed to extend the current license agreement for the ShopNBC brand through May 2011.

“We are delighted to have the use of the ShopNBC brand through mid-2011,” said William J. Lansing, President and Chief Executive Officer of ValueVision Media, Inc.

To be placed on the Company’s e-mail notification list for press releases, SEC filings, certain analytical information, and/or upcoming events, please go to www.valuevisionmedia.com and click on “Investor Relations.” Click on “E-mail Alerts” and complete the requested information.

About ValueVision Media, Inc

Founded in 1990, ValueVision Media is an integrated direct marketing company that sells general merchandise directly to consumers through television, the Internet, and direct mail. It operates ShopNBC, one of the top three television shopping networks in the United States and ShopNBC.com. For more information, please visit www.valuevisionmedia.com or www.shopnbc.com.

Forward-Looking Information

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SOURCE: ValueVision Media, Inc.

CONTACT: Investor Relations, Frank Elsenbast, Senior Vice President and Chief Financial Officer, 952-943-6516.