

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

OMB APPROVAL	
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>LIBERTY MEDIA CORP</u> (Last) (First) (Middle) <u>12300 LIBERTY BOULEVARD</u> (Street) <u>ENGLEWOOD CO 80112</u> (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>IAC/INTERACTIVECORP [IACI]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) Other (specify below)
	3. Date of Earliest Transaction (Month/Day/Year) <u>01/27/2010</u>	
	4. If Amendment, Date of Original Filed (Month/Day/Year)	6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	01/27/2010		J/K	(1)(2)(3)	6,725,000	D	(1)(2)(3)	3,020,103	I	Held through wholly-owned subsidiary
Common Stock	01/27/2010		J/K	(1)(4)(5)	775,000	D	(1)(4)(5)	2,245,103	I	Held through wholly-owned subsidiary
Common Stock	01/28/2010		S		151,000	D	\$20.32 ⁽⁶⁾	2,094,103	I	Held through wholly-owned subsidiary

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date						Title
Forward Sale Contract (obligation to sell) ⁽¹⁾⁽²⁾⁽³⁾	(1)(2)(3)	01/27/2010		J/K	(1)(2)(3)	1		01/27/2010	01/27/2010	Common Stock	6,725,000 ⁽¹⁾⁽²⁾⁽³⁾	\$0	0	I	Held through wholly-owned subsidiary
Forward Sale Contract (obligation to sell) ⁽¹⁾⁽⁴⁾⁽⁵⁾	(1)(4)(5)	01/27/2010		J/K	(1)(4)(5)	1		01/27/2010	01/27/2010	Common Stock	775,000 ⁽¹⁾⁽⁴⁾⁽⁵⁾	\$0	0	I	Held through wholly-owned subsidiary

Explanation of Responses:

1. On January 27, 2010, the reporting person settled a variable forward sale contract with respect to 7,500,000 shares of Common Stock (the "Forward Sale Shares"). The preliminary transaction acknowledgement for the forward sale contract was entered into on June 10, 2009 with a financial institution (the "Counterparty"). Pursuant to the transaction acknowledgement, and superceding confirmations memorializing the variable forward sale contract, the reporting person was obligated to deliver to the Counterparty the Forward Sale Shares (or, at the option of the reporting person, an equivalent amount of cash) on January 27, 2010, the maturity date for the contract. The Reporting Person pledged 7,500,000 shares of the Issuer's common stock to the Counterparty as collateral to secure its obligations under the forward sale contract.

2. Pursuant to the terms of the forward sale contract, on July 13, 2009 the Counterparty established a "Cap Price" of \$16.3603 per share and a "Floor Price" of \$16.0363 per share with respect to 6,725,000 of the Forward Sale Shares (the "Tranche One Shares"), each of which prices was based on the weighted average price per share of Common Stock used by the Counterparty to establish its initial hedging position with respect to the Tranche One Shares. Under the terms of the forward sale contract, the Reporting Person agreed to deliver a number of shares of Common Stock on the third trading day after January 27, 2010, and would be paid in cash by the Counterparty, as follows: (i) if the price of common stock (as determined under the contract) at the time of settlement (the "Settlement Price") was less than the Floor Price, the Reporting Person would deliver 6,725,000 shares of Common Stock to the Counterparty and the Reporting Person would receive an amount of cash equal to \$107,844,117.

3. (ii) if the Settlement Price was greater than the Cap Price, the Reporting Person would deliver 6,725,000 shares of Common Stock to the Counterparty and the Reporting Person would receive an amount of cash equal to \$110,023,017, and (iii) if the Settlement Price was greater than the Floor Price and lower than the Cap Price, the Reporting Person would deliver to the Counterparty a number of shares of Common Stock equal to 6,725,000, and the Reporting Person would receive an amount of cash equal to 6,725,000 multiplied by the Settlement Price. On January 27, 2010, the Settlement Price was \$20.94. Accordingly, the reporting person delivered 6,725,000 shares of Common Stock to the Counterparty.

4. Pursuant to the terms of the forward sale contract, on July 15, 2009 the Counterparty established a "Cap Price" of \$16.3974 per share and a "Floor Price" of \$16.0727 per share with respect to 775,000 of the Forward Sale Shares (the "Tranche Two Shares"), each of which prices was based on the weighted average price per share of Common Stock used by the Counterparty to establish its initial hedging position with respect to the Tranche Two Shares. Under the terms of the forward sale contract, the Reporting Person agreed to deliver a number of shares of Common Stock on the third trading day after January 27, 2010, and would be paid in cash by the Counterparty, as follows: (i) if the price of common stock (as determined under the contract) at the time of settlement (the "Settlement Price") was less than the Floor Price, the Reporting Person would deliver 775,000 shares of Common Stock to the Counterparty and the Reporting Person would receive an amount of cash equal to \$12,456,342.

5. (ii) if the Settlement Price was greater than the Cap Price, the Reporting Person would deliver 775,000 shares of Common Stock to the Counterparty and the Reporting Person would receive an amount of cash equal to \$12,707,985, and (iii) if the Settlement Price was greater than the Floor Price and lower than the Cap Price, the Reporting Person would deliver to the Counterparty a number of shares of Common Stock equal to 775,000.

and the Reporting Person would receive an amount of cash equal to 775,000 multiplied by the Settlement Price. On January 27, 2010, the Settlement Price was \$20.94. Accordingly, the reporting person delivered 775,000 shares of Common Stock to the Counterparty.

6. The price reflects a weighted average of sales made at prices ranging from \$20.22 to \$20.43. The Reporting Person agrees to provide upon request by the staff of the Securities and Exchange Commission, the Issuer, or a security holder of the Issuer, information regarding the number of shares sold at each separate price.

LIBERTY MEDIA
CORPORATION By: /S/ Craig 01/29/2010
Troyer Vice President

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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