

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
FINAL AMENDMENT
Under the Securities Exchange Act of 1934*

HOME SHOPPING NETWORK, INC.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

437351109

(CUSIP Number)

Michael Drayer, Esq.
Silver King Communications, Inc.
12425 28th Street North
St. Petersburg, Florida 33716 (813) 573-0339

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

August 25, 1996

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with this statement []. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of less than five percent of such class. See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page should be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Page 1 of 5 pages

CUSIP No. 437351109

-
- (1) Names of Reporting Persons
S.S. or I.R.S. Identification Nos. of Above Persons

Silver King Communications, Inc.
59-2712887

-
- (2) Check the Appropriate Box if a Member of a Group

[]

(a)

[]

(b)

-
- (3) SEC Use Only
-

(4) Source of Funds

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to
Items 2(d) or 2(e)

[]

(6) Citizenship or Place of Organization

Delaware

Number of Shares Bene- ficially Owned by Each Report- ing Person With	(7)	Sole Voting Power	0 shares
	(8)	Shared Voting Power	0 shares
	(9)	Sole Dispositive Power	0 shares
	(10)	Shared Dispositive Power	0 shares

(11) Aggregate Amount Beneficially Owned by Each Reporting Person

0 shares

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
[X]

Excludes shares of Common Stock and options to purchase Common Stock
owned by the executive officers and directors of Silver King.

(13) Percent of Class Represented by Amount in Row (11)

0%

(14) Type of Reporting Person (See Instructions)

C0

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Final Amendment to
SCHEDULE 13D

Statement of

SILVER KING COMMUNICATIONS, INC.

Pursuant to Section 13(d) of the
Securities Exchange Act of 1934

in respect of

HOME SHOPPING NETWORK, INC.

The Report on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$.01 per share, of Home Shopping Network, Inc., a Delaware corporation (the "Company"). This Report is filed by Silver King Communications, Inc. (sometimes referred to herein as the "Reporting Person"). The Report on Schedule 13D originally filed by the Reporting Person on December 8, 1995 and heretofore amended (the "Reporting Person Schedule 13D") is hereby amended and supplemented to include the information contained herein, and this Report constitutes Final Amendment to the Reporting Person Schedule 13D. Capitalized terms not defined herein have the meanings provided in the prior Report referred to in this paragraph.

ITEM 4. PURPOSE OF TRANSACTION.

The information contained in Item 4 of the Reporting Person Schedule 13D is hereby amended and supplemented by adding the information set forth in Item 6 below, which is incorporated herein by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

The information contained in Item 5 of the Reporting Person Schedule 13D is hereby amended and supplemented by adding the information set forth in Item 6 below, which is incorporated herein by reference.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SECURITIES OF THE ISSUER

The information set forth in Item 6 of the Reporting Person Schedule 13D above is hereby amended and supplemented by adding the following information:

On August 26, 1996, Silver King issued a press release, announcing that Silver King, the Company and Liberty HSN had entered into an Agreement and Plan of Exchange and Merger, dated as of August 25, 1996 (the "Exchange and Merger Agreement"), as a result of which the Company would become, initially, an 80.1% subsidiary of Silver King (the "Silver King-HSN Merger"). In connection with the Exchange and Merger Agreement, Silver King, BDTV INC., Liberty HSN and Liberty Program Investments, Inc. ("Liberty Program") entered into a Termination Agreement, dated as of August 25, 1996 (the "Termination Agreement"), pursuant to which the parties agreed that the Liberty HSN Merger Agreement and the Exchange Agreement will be terminated upon due execution of the Exchange and Merger Agreement.

In connection with the Exchange and Merger Agreement, Liberty, Liberty Program and Liberty HSN entered into a voting agreement with Silver King, dated as of August 25, 1996 (the "HSN Stockholders Voting Agreement"), pursuant to which each such stockholder of the Company agreed, among other things, to vote, or cause the shares in which they have a beneficial interest to be voted, in favor of certain matters to be submitted to Company stockholders in connection with the Silver King-HSN Merger and related transactions.

Each of the press release, the Termination Agreement and the HSN Stockholders Voting Agreement is filed as an Exhibit hereto and is incorporated herein by reference, and the foregoing summary descriptions of such documents are qualified in their entirety by reference to such exhibits.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

1. Termination Agreement, dated as of August 25, 1996, by and among Silver King Communications, Inc., BDTV INC., Liberty Program Investments, Inc. and Liberty HSN, Inc.
2. Voting Agreement, dated as of August 25, 1996, by and among certain stockholders of the Company and Silver King Communications, Inc.
3. Press Release, dated August 26, 1996, issued by Silver King Communications, Inc.

SIGNATURE

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information in this statement is true, complete and correct.

Dated: August 28, 1996

SILVER KING COMMUNICATIONS, INC.

By: /s/ Michael Drayer
Name: Michael Drayer
Title: Executive Vice President

EXHIBIT INDEX

Seq. Pg. No.

1. Definitive Term Sheet regarding Stockholders Agreement, dated as of August 24, 1995, by and between Liberty Media Corporation and Mr. Diller.*
2. Letter Agreement, dated November 13, 1995, by and between Liberty Media Corporation and Mr. Diller.*
3. Letter Agreement, dated November 16, 1995, by and between Liberty Media Corporation and Mr. Diller.*
4. First Amendment to Stockholders Agreement, dated as of November 27, 1995, by and between Liberty Media Corporation and Mr. Diller.*
5. Agreement and Plan of Merger, dated as of November 27, 1995, by and among Silver Management Company, Liberty Program Investments, Inc. and Liberty HSN, Inc.*
6. Exchange Agreement, dated as of November 27, 1995, by and between Silver Management Company and Silver King Communications, Inc.*
7. Press Release, dated November 27, 1995, issued by Home Shopping Network, Inc.*
8. Press Release, dated November 27, 1995, issued by Silver King Communications, Inc.*
9. Report on Schedule 13D, dated August 28, 1995, filed by Tele-Communications, Inc. and Barry Diller, with respect to Silver King Communications, Inc. (the "TCI/Diller Schedule 13D").*

* Previously filed.

10. Amendment to TCI/Diller Schedule 13D, dated November 30, 1995.*
11. Termination Agreement, dated as of August 25, 1996, by and among Silver King Communications, Inc., BDTV INC., Liberty Program Investments, Inc. and Liberty HSN, Inc.
12. Voting Agreement, dated as of August 25, 1996, by and among certain stockholders of the Company and Silver King Communications, Inc.
13. Press Release, dated August 26, 1996, issued by Silver King Communications, Inc.

* Previously filed.

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement") is dated as of August 25, 1996, by and among SILVER KING COMMUNICATIONS, INC., a Delaware corporation ("Silver King"), BDTV INC., a Delaware corporation formerly named Silver Management Company ("BDTV"), LIBERTY PROGRAM INVESTMENTS, INC., a Wyoming corporation ("Liberty Program"), and LIBERTY HSN, INC., a Colorado corporation and a wholly owned subsidiary of Liberty Program Investments, Inc. ("Liberty HSN").

RECITALS:

WHEREAS, Liberty HSN owns 17,566,702 shares of the Common Stock, par value \$.01 per share (the "Company Common Stock"), of Home Shopping Network, Inc., a Delaware corporation (the "Company"), and 20,000,000 shares of the Class B Common Stock, par value \$.01 per share (the "Company Class B Stock") of the Company (collectively, the "Company Shares");

WHEREAS, BDTV, Liberty Program and Liberty HSN are parties to an agreement and plan of merger, dated as of November 27, 1995 (the "BDTV-Liberty Merger Agreement"), pursuant to which Liberty HSN would be merged with and into BDTV, as a result of which BDTV would be the surviving corporation (the "BDTV-Liberty Merger");

WHEREAS, Silver King and BDTV are parties to an exchange agreement, dated as of November 27, 1995 (the "Exchange Agreement"), pursuant to which, simultaneously with the consummation of the BDTV-Liberty Merger, BDTV would acquire the Company Shares and, in exchange therefor, would issue to BDTV 4,855,436 shares of Common Stock, par value \$.01 per share, of Silver King, and 6,082,000 shares of Class B Common Stock, par value \$.01 per share, of Silver King;

WHEREAS, the Boards of Directors of Silver King, House Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Silver King ("Sub"), the Company and Liberty HSN and the Special Committee of the Board of Directors of the Company have each approved the terms and conditions of the business combination between Silver King and the Company to be effected by the merger (the "Merger") of Sub with and into the Company, pursuant to the terms and subject to the conditions of the Agreement and Plan of Exchange and Merger, dated as of the date hereof (the "Exchange and Merger Agreement"), and the General Corporation Law of the State of Delaware, and each deems the Merger advisable and in the best interests of each corporation; and

WHEREAS, in furtherance of the Exchange and Merger Agreement and the transactions contemplated thereby, each of BDTV, Liberty Program and Liberty HSN desires to terminate the BDTV-Liberty Merger Agreement pursuant to Section 6.1(i) thereof, and each of Silver King and BDTV desires to terminate the Exchange Agreement pursuant to Section 6.1(i) thereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. The BDTV-Liberty Merger Agreement shall be terminated pursuant to Section 6.1(i) thereof and all rights and obligations of the parties thereunder shall be extinguished

effective immediately upon the due execution and delivery of the Exchange and Merger Agreement by the parties thereto.

2. The Exchange Agreement shall be terminated pursuant to Section 6.1(i) thereof and all rights and obligations of the parties thereunder shall be extinguished effective immediately upon the due execution and delivery of the Exchange and Merger Agreement by the parties thereto.

3. This Agreement also constitutes the prior written consent of Liberty Program for the termination of the Exchange Agreement pursuant to Section 4.6 of the BDTV-Liberty Merger Agreement and the prior written consent of Silver King for the termination of the BDTV-Liberty Merger Agreement pursuant to Section 4.6 of the Exchange Agreement.

4. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules thereof.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SILVER KING COMMUNICATIONS, INC.

By: /s/ Barry Diller
Name: Barry Diller
Title: Chairman of the Board
and Chief Executive
Officer

BDTV INC.

By: /s/ Barry Diller
Name: Barry Diller
Title: President

LIBERTY PROGRAM INVESTMENTS, INC.

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Executive Vice
President

LIBERTY HSN, INC.

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Executive Vice
President

August 25, 1996

Silver King Communications, Inc.
12425 28th Street North
St. Petersburg, FL 33716

Ladies and Gentlemen:

The Board of Directors of Home Shopping Network, Inc., a Delaware corporation (the "Company"), has approved, and concurrently herewith, Silver King Communications, Inc., a Delaware corporation ("Parent"), House Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Sub"), Liberty HSN, Inc., a Colorado corporation, and the Company are entering into an Agreement and Plan of Exchange and Merger of even date herewith (the "Exchange and Merger Agreement") (all capitalized terms used but not defined herein shall have the meanings set forth in the Exchange and Merger Agreement), pursuant to which Sub will be merged with and into the Company (the "Merger"). Each of the undersigned owns, beneficially and of record, the number of shares (the "Shares") of the common stock, par value \$.01 per share, or Class B common stock, par value \$.01 per share, of the Company (the "Company Stock"), set forth opposite such stockholder's name on Exhibit A hereto, which are all the shares of Company Stock so owned by such person.

The entering into of this letter agreement is a condition to the willingness of Parent and Sub to enter into the Exchange and Merger Agreement and consummate the Transactions.

Each of the undersigned agrees that at any meeting of the stockholders of the Company, however called, it shall (a) vote the Shares in favor of the Transactions, to the extent that such holder's voting of such Shares is in accordance with the stockholder approval requirement specified in the Exchange and Merger Agreement; and (b) vote the Shares against any action or agreement (other than the Exchange and Merger Agreement or the transactions contemplated thereby) that would impede, interfere with, delay, postpone or attempt to discourage any of the Transactions, including, but not limited to: (i) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company; (ii) a sale or transfer of all or substantially all of the assets of the Company and its subsidiaries or a reorganization, recapitalization or liquidation of the Company and its subsidiaries; (iii) any material change in the present capitalization or dividend policy of the Company; or (iv) any other material change in the Company's corporate structure or business.

This Agreement shall terminate on the first to occur of (i) the Effective Time, (ii) the day after the termination of the Exchange and Merger Agreement in accordance with its terms, and (iii) written notice of termination of this Agreement by Parent to the undersigned. Each of the undersigned, as to itself, represents and warrants that as of the date hereof, (i) it has due authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, (ii) it is the owner of record and beneficially owns the Shares set forth opposite its name on Exhibit A, and such Shares constitute all of the Shares owned of record or beneficially by it; (iii) the undersigned has sole voting power and sole power of disposition with respect to all of the Shares, with no restrictions, on its rights of disposition pertaining thereto, subject to applicable securities laws;

(iv) the transactions contemplated by this Agreement will not affect the voting rights of any of the Shares except as provided in this Agreement; and (v) neither the execution and delivery of this Agreement by it nor the consummation of the transactions contemplated hereby will (x) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority (except filings under the Securities Exchange Act of 1934, as amended, or where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, would not prevent or delay consummation of the transactions contemplated by this Agreement or would not otherwise prevent the undersigned from performing its obligations under this Agreement), (y) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, license, agreement or other instrument or obligation to which the undersigned is a party, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not adversely affect the performance of the obligations of the undersigned hereunder or (z) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it.

Each of the undersigned further covenants and agrees, while this Agreement is in effect, and except as contemplated hereby or by the Exchange and Merger Agreement, not to (i) sell, transfer, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, encumbrance, assignment or other disposition of, any of the Shares; provided, that the undersigned shall be permitted to pledge or grant a security interest in the Shares, provided that any such pledge or grant of security interest shall provide that the pledgee or secured party hereunder shall take any pledge or interest subject to the pledgor's voting obligations hereunder; (ii) grant any proxies, deposit the Shares into a voting trust or enter into a voting agreement with respect to the Shares; or (iii) take any action that would

make any representation or warranty made by it herein untrue or incorrect or have the effect of preventing or disabling it from performing its obligations under this letter agreement.

The undersigned agrees to promptly notify Parent of the number of any new shares of Company Stock acquired by it (whether by purchase or conversion or exercise of options, warrants or other securities convertible into Company Stock), if any, after the date hereof. Any such Shares acquired shall become additional Shares subject to the terms of this Agreement.

This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof, and (ii) shall not be assigned by operation of law or otherwise, provided that Parent may assign any of its rights and obligations to any wholly-owned subsidiary of Parent, but no such assignment shall relieve Parent of its obligations hereunder. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties affected by such amendment.

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any federal or state court located in the State of Delaware (as to which the parties agree to submit to jurisdiction for the purposes of such action), this being in addition to any other remedy to which they are entitled at law or in equity.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Parent and the undersigned acknowledge and agree that this Agreement is being entered into by the undersigned solely in its capacity as a stockholder of the Company and that none of the obligations contained herein is intended to, and such obligations do not, limit, restrict or otherwise affect the obligations and duties of the undersigned (or its affiliates or associates) in any capacity it may have as an officer and/or director of the Company. The obligations of each undersigned are several and not joint.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

HSN STOCKHOLDERS

LIBERTY MEDIA CORPORATION

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Executive Vice President

LIBERTY PROGRAM INVESTMENTS, INC.

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Executive Vice President

LIBERTY HSN, INC.

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Executive Vice President

SILVER KING COMMUNICATIONS, INC.

By: /s/ Barry Diller
Name: Barry Diller
Title: Chairman of the Board and
Chief Executive Officer

Exhibit A
Company Share Ownership

Name	No. of Shares of Common Stock	No. of Shares of Class B Stock
Liberty Media Corporation	0	0
Liberty Program Investments, Inc.	0	0
Liberty HSN, Inc.(1)	17,566,702	20,000,000

(1) Liberty HSN, Inc. is a wholly owned subsidiary of Liberty Program Investments, Inc., which in turn is an indirect wholly owned subsidiary of Liberty Media Corporation.

SILVER KING COMMUNICATIONS, INC.
AND HOME SHOPPING NETWORK, INC.
ANNOUNCE AGREEMENT TO MERGE

NEW YORK, NY (August 26, 1996) -- Silver King Communications, Inc. (NASDAQ: SKTV) and Home Shopping Network, Inc. (NYSE: HSN) today entered into a definitive merger agreement, pursuant to which Home Shopping Network (HSN) will become a subsidiary of Silver King. The merger marks the reunification of the two companies which split in 1992 and supersedes Silver King's previous agreement to purchase only Liberty Media Corp.'s (NASDAQ: LBTYA) controlling interest in HSN.

Combined, Silver King and Home Shopping Network occupy a unique position with cable, broadcast and electronic retailing programming interests. In addition to HSN's pioneering electronic retailing business and Silver King's television broadcast group, the sixth largest in the nation (with interests in 21 full-powered stations), the new company's assets will include the Internet Shopping Network (ISN), one of the largest electronic retailers on the Internet; Vela Research, specializing in digital video encoder/decoder technology; and, pending consummation of Silver King's merger agreement with Savoy Pictures Entertainment, Inc. (NASDAQ: SPEI), SF Broadcasting, which owns and operates VHF Fox affiliates in four major markets.

Under the terms of the merger agreement, holders of HSN Common Stock will receive 0.45 of a share of Silver King Common Stock

for each share of HSN Common Stock. Each share of HSN Class B Stock, which has ten votes per share and is held solely by Liberty Media Corp., will be converted into 0.54 of a share of Silver King Class B Stock. The consideration to be received by Liberty Media represents a premium of 10.67 percent on its aggregate holdings of HSN Common Stock and Class B Stock.

Consummation of the merger is subject to Silver King and HSN

shareholder approvals. Approval from HSN shareholders will include the majority decision of holders of HSN Common Stock voting at the meeting, excluding Liberty Media Corp. Approval from Silver King shareholders will include the majority decision of holders of Silver King Common Stock.

"At no risk of overstatement, this is a complex transaction," stated Silver King and HSN Chairman Barry Diller. "Not that it needs suggestion, but given the interrelationships of HSN's and Silver King's businesses, its Chairman and Liberty Media's large shareholdings in both companies, I invite a detailed evaluation of the proposed merger. I am confident that such scrutiny will support one of the transactions key thresholds, i.e., that it is fair and balanced and in the best interests of all shareholders. As to its more expansive possibilities, I believe the combination will allow the companies the very best way to pursue their very aggressive individual agendas with clarity and without conflict."

To represent the interests of Home Shopping Network's shareholders other than Liberty Media and Barry Diller, HSN's Board of Directors formed a Special Committee of Independent Directors, which in turn retained independent counsel and financial advisors to negotiate the terms of the merger. The Committee approved the transaction, which was subsequently approved by HSN's Board of Directors based on the Committee's recommendation.

"This merger enhances the value of both Silver King Communications and Home Shopping Network," stated HSN Board member and Chief Executive Officer James Held. "HSN is directly on target with a realistic but aggressive revenue growth plan while Silver King's business plan has significant upside potential. Combined, the company can nurture its subsidiaries more efficiently and has the proper base to support entirely new ventures that capitalize on its collective assets."

As Liberty Media Corp. may not at this time own more than a 21.37 percent equity interest in Silver King without further Federal Communications Commission (FCC) approval, Liberty Media will not, at the time of the merger, exchange 18.3 million HSN shares (17.57 million shares of Common Stock and 0.74 million shares of Class B Stock) for Silver King securities. Instead Liberty Media will retain a 19.9 percent minority interest in HSN, which, under the terms of the merger, will be exchanged,

in a tax-free transaction, for additional Silver King shares as soon as possible consistent with applicable FCC guidelines.

Additionally, approximately 2.6 million contingent shares of Silver King Class B Stock due Liberty Media for shares of HSN Class B stock acquired in the merger will not be issued until such time as Liberty Media is legally permitted to own them. Silver King management believes it highly unlikely that this exchange will not be completed within three years of the consummation of the merger agreement. However, if at the end of three years any of the 2.6 million Silver King contingent shares have not been issued, Liberty Media would also have the right during the next two years to dispose of such shares, plus additional shares from Silver King to pay any related taxes, provided Liberty Media can obtain FCC approval to do so.

Upon closing of the merger, (prior to any conversion of Liberty Media's 19.9 percent retained interest), Home Shopping Network will become an 80.1 percent subsidiary of Silver King Communications. Original Silver King shareholders (other than Liberty Media) will own approximately 7.4 million Silver King shares, former HSN Common Stock shareholders (other than Liberty Media) will own approximately 24.5 million Silver King shares and Liberty Media Corp. will own approximately 9.8 million Silver King shares (including approximately 2.1 million already owned). Additionally, shareholders of Savoy Pictures

Entertainment will own approximately 4.2 million Silver King shares upon completion of that transaction. Silver King shares received by Liberty Media under the merger agreement will be subject to the terms of an existing stockholders agreement between Liberty Media and Barry Diller, pursuant to which Mr. Diller, through BDTV, Inc., exercises general voting control of these securities subject to certain extraordinary matters. Home Shopping Network pioneered the television shopping industry in 1982. Its 24-hour programming reaches approximately 69 million households via cable and broadcast station affiliates and satellite dish receivers.

Silver King Communications, the nation's sixth largest television station group, owns and operates 12 independent full-power UHF broadcast stations in 11 major markets, reaching approximately 29 million television households. The stations serve 10 of the 16 largest markets in the United States including New York, Los Angeles, Chicago and Philadelphia. Silver King also owns minority interests, ranging from 33-49 percent, in seven major market stations, which reach an additional 10 million U.S. television households.

CONTACTS:

SILVER KING COMMUNICATIONS, INC.:
Jason Stewart
Director of Corporate Communications
Tel: (310) 247-7234

HOME SHOPPING NETWORK, INC.:
Meredith Dobbs
Corporate Communications Tel: (813) 572-8585