

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D/A\*  
Under the Securities Exchange Act of 1934  
USA Interactive (formerly USA Networks, Inc.)

(Name of Issuer)

Common Stock, par value \$.01 per share  
(Title of Class of Securities)

902984 10 3  
(CUSIP Number)

Charles Y. Tanabe, Esq.  
Senior Vice President and General  
Counsel  
Liberty Media Corporation  
12300 Liberty Boulevard  
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(720) 875-5400

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51 West 52nd Street  
New York, New York 10019  
(212) 403-1000

George E. Bushnell III, Esq.  
Vivendi Universal  
375 Park Avenue  
New York, New York 10152  
(212) 572-7000

(Name, Address and Telephone Number of Persons Authorized  
to receive Notices and Communications)

June 27, 2002  
(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(e), 13d-1(f) or 13d-1(g), check the following box. [ ]

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).

\* Note: This statement constitutes Amendment No. 11 of the Report on Schedule 13D of the reporting group consisting of Liberty Media Corporation, Barry Diller, Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.), Vivendi Universal, S.A., Universal Studios, Inc. and the BDTV Entities. This statement also constitutes Amendment No. 6 of a Report on Schedule 13D of Liberty Media Corporation, Amendment No. 21 of a Report on Schedule 13D of Barry Diller, Amendment No. 11 of a Report on Schedule 13D of Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.) and Universal Studios, Inc., Amendment No. 5 of a Report on Schedule 13D of Vivendi Universal, S.A., Amendment No. 17 of a Report on Schedule 13D of BDTV INC., Amendment No. 15 of a Report on Schedule 13D of BDTV II INC., Amendment No. 12 of a Report on Schedule 13D of BDTV III INC. and Amendment No. 11 of a Report on Schedule 13D of BDTV IV INC.

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
Liberty Media Corporation
- (2) Check the Appropriate Box if a Member of a Group  
(a)   
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .  
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
CO

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.)
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e)
- (6) Citizenship or Place of Organization  
Canada

Number of Shares Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares  
.Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
Vivendi Universal, S.A.
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e)
- (6) Citizenship or Place of Organization  
France

Number of Shares Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
Universal Studios, Inc.
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
Barry Diller
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items  
2(d) or 2(e)
- (6) Citizenship or Place of Organization  
United States

Number of Shares Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
IN

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
BDTV INC.
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- (7) Sole Voting Power None; see Item 5
- (8) Shared Voting Power 195,715,369 shares
- (9) Sole Dispositive Power None; see Item 5
- (10) Shared Dispositive Power 195,715,369 shares
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person 195,715,369 shares
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
CO

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
BDTV II INC.
- (2) Check the Appropriate Box if a Member of a Group  
(a)   
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0



- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
BDTV III INC.
- (2) Check the Appropriate Box if a Member of a Group  
(a)    
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0

- (1) Names of Reporting Persons  
I.R.S. Identification Nos. of Above Persons  
BDTV IV INC.
- (2) Check the Appropriate Box if a Member of a Group  
(a)   
(b)
- (3) SEC Use Only
- (4) Source of Funds  
Not Applicable
- (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 Beneficially Owned by Each Reporting Person With:

- |      |  |                    |
|------|--|--------------------|
| (7)  | Sole Voting Power  | None; see Item 5   |
| (8)  | Shared Voting Power  | 195,715,369 shares |
| (9)  | Sole Dispositive Power                                       | None; see Item 5   |
| (10) | Shared Dispositive Power                                     | 195,715,369 shares |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person | 195,715,369 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares . Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.5%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock and the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)  
C0

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Statement of

LIBERTY MEDIA CORPORATION,  
BARRY DILLER,  
UNIVERSAL STUDIOS, INC.,  
VIVENDI UNIVERSAL CANADA INC. (FORMERLY THE SEAGRAM COMPANY LTD.),  
VIVENDI UNIVERSAL, S.A.,  
BDTV INC.,  
BDTV II INC.,  
BDTV III INC.  
and  
BDTV IV INC.

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

USA INTERACTIVE (formerly USA Networks, Inc.)

This Report on Schedule 13D relates to the common stock, par value \$.01 per share (the "Common Stock"), of USA Interactive, a Delaware corporation (formerly "USA Networks, Inc.") ("USA" or the "Company"). The Reports on Schedule 13D, as amended and supplemented, originally filed with the Commission by (i) the reporting group (the "Reporting Group") consisting of Liberty Media Corporation, a Delaware corporation ("Liberty"), Mr. Barry Diller, Universal Studios, Inc., a Delaware corporation ("Universal"), Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.), a Canadian corporation ("VU Canada"), Vivendi Universal, S.A., a societe anonyme organized under the laws of the Republic of France ("Vivendi Universal"), BDTV INC., a Delaware corporation ("BDTV"), BDTV II INC., a Delaware corporation ("BDTV II"), BDTV III INC., a Delaware corporation ("BDTV III"), and BDTV IV INC., a Delaware corporation ("BDTV IV") (each, a "Reporting Person"), on February 24, 1998 (the "Reporting Group Schedule 13D"), (ii) Liberty on July 19, 1999 (the "Liberty Schedule 13D"), (iii) Mr. Diller on August 29, 1995 (the "Barry Diller Schedule 13D"), (iv) Universal and VU Canada on February 24, 1998 (the "Universal Schedule 13D"), (v) BDTV on August 16, 1996 (the "BDTV Schedule 13D"), (vi) BDTV II on December 24, 1996 (the "BDTV II Schedule 13D"), (vii) BDTV III on July 28, 1997 (the "BDTV III Schedule 13D"), (viii) BDTV IV on February 24, 1998 (the "BDTV IV Schedule 13D"), and (ix) Vivendi Universal on August 2, 2001 (the "Vivendi Schedule 13D") are each hereby amended and supplemented to include the information set forth herein. This Report on Schedule 13D constitutes Amendment No. 11 to the Reporting Group Schedule 13D, Amendment No. 6 to the Liberty Schedule 13D, Amendment No. 21 to the Barry Diller Schedule 13D, Amendment No. 11 to the Universal Schedule 13D, Amendment No. 5 to the Vivendi Schedule 13D, Amendment No. 17 to the BDTV Schedule 13D, Amendment No. 15 to the BDTV II Schedule 13D, Amendment No. 12 to the BDTV III Schedule 13D and Amendment No. 11 to the BDTV IV Schedule 13D. The Reporting Group Schedule 13D, the Liberty Schedule 13D, the Barry Diller Schedule 13D, the Universal Schedule 13D, the Vivendi Schedule 13D, the BDTV Schedule 13D, the BDTV II Schedule 13D, the BDTV III Schedule 13D and the BDTV IV Schedule 13D (each, as amended) are collectively referred to as the "Schedule 13D." Capitalized terms not defined herein have the meanings given to such terms in the prior Reports on Schedule 13D referred to in this paragraph.

Information contained herein with respect to each Reporting Person and its executive officers, directors and controlling persons is given solely by such Reporting Person, and no other Reporting Person has responsibility for the accuracy or completeness of information supplied by such other Reporting Person.

ITEM 2. Identity and Background

On July 3, 2002, Jean-Rene Fourtou replaced Jean-Marie Messier as Chairman and CEO of Vivendi Universal. Schedules 1 and 5 are incorporated herein by reference and amend and restate Schedules 1 and 5 to the Schedule 13D, respectively, in their entirety.

ITEM 3. Source and Amount of Funds or Other Consideration

The information contained in Items 5 and 6 of this Schedule 13D is hereby incorporated by reference herein.

ITEM 4. Purpose of the Transaction

The information contained in Items 5 and 6 of this Schedule 13D is hereby incorporated by reference herein.

Depending on market conditions and other factors, and subject to any restrictions described in Items 5 and 6 or contained in the agreements attached as Exhibits hereto or as previously filed as exhibits to this Schedule 13D, the Reporting Persons or their respective subsidiaries may purchase additional shares of Common Stock in the open market or in private transactions. Alternatively, depending on market conditions and other factors, and subject to any restrictions described in Items 5 or 6 or contained in the agreements attached as Exhibits hereto or previously filed as exhibits to this Schedule 13D, the Reporting Persons or their respective subsidiaries may sell all or some of their shares of Common Stock.

Except as described in Items 5 and 6 or contained in the agreements attached as Exhibits hereto or previously filed as exhibits to this Schedule 13D, neither any Reporting Person nor, to the best of their knowledge, any of their respective directors or officers has plans or proposals that relate to or would result in any of the actions set forth in clauses (a) through (j) of Item 4.

ITEM 5. Interest in Securities of the Issuer

The information contained in Item 6 of this Schedule 13D is hereby incorporated by reference herein.

The information contained in Item 5 of this Schedule 13D is hereby amended and supplemented by adding the following information:

As previously disclosed, the Company and Liberty HSN, Inc., an indirect wholly owned subsidiary of Liberty ("Liberty HSN"), are parties to that certain Exchange Agreement (the "Exchange Agreement"), dated as of December 20, 1996, relating to the exchange, subject to certain restrictions, by Liberty HSN, or its transferee, of shares of common stock of Home Shopping Network, Inc. ("HSN") and shares of Class B common stock of HSN for shares of Common Stock or Class B Common Stock, respectively. Liberty HSN transferred to its wholly owned subsidiary, Liberty HSN II, Inc. ("Liberty HSN II"), 702.66808 shares of common stock of HSN (the "Liberty HSN Common Shares") and 29.56564 shares of Class B common stock of HSN (the "Liberty HSN Class B Shares"), which shares constituted all of the shares of common stock of HSN and Class B common stock of HSN owned by Liberty.

Following the sale on August 21, 2001 of its television broadcast stations and associated broadcast licenses (the "Station Sale"), the Company informed Liberty that as a result of the Station Sale, Liberty is permitted under FCC regulations to own shares of Common Stock issuable upon exchange of its HSN shares.

On June 27, 2002, the Company and Liberty completed the exchange (the "Exchange") contemplated by the Exchange Agreement. In order to consummate the Exchange, the Company, Liberty, Liberty HSN and Liberty HSN II entered into a separate exchange agreement and Liberty HSN II delivered the Liberty HSN Common Shares and the Liberty HSN Class B Shares to the Company in exchange for an aggregate of 31,620,063 shares of Common Stock and 1,596,544 shares of Class B Common Stock, respectively.

The effect of the Exchange is that Liberty's interest in the Company is now comprised solely of shares of USA, and each of USANi LLC and HSN are direct and indirect wholly owned subsidiaries of USA, thereby simplifying the Company's corporate structure. Because Liberty's HSN shares were exchangeable for USA shares, the transaction described herein did not affect Liberty's ultimate equity ownership interests in the Company.

As a result of the consummation of the Exchange, the members of the Reporting Group beneficially own 131,085,373 (assuming the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller) shares of Common Stock and 64,629,996 shares of Class B Common Stock. These shares constitute 30.4% of the outstanding Common Stock and 100% of the outstanding Class B Common Stock. Assuming the conversion of all of the Reporting Group's Class B shares into Common Stock, the Reporting Group would beneficially own 39.5% of the outstanding Common Stock (calculated in accordance with Rule 13d-3). Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 70.5% of the voting power of the Company (or, assuming Mr. Diller does not exercise options to purchase 47,120,888 shares of Common Stock, approximately 69.1% of the voting power of the Company). The foregoing beneficial ownership figures exclude shares of Common Stock beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse, as to which Mr. Diller disclaims beneficial ownership. Mr. Diller continues to hold an irrevocable proxy granted by each of Universal and Liberty, pursuant to which Mr. Diller has the right to vote the Company's securities held by Universal, Liberty and their respective affiliates. The shares of Common Stock and Class B Common Stock received by Liberty pursuant to the Exchange are subject to the irrevocable proxy held by Mr. Diller.

Jerome H. Kern, a Director of Liberty, owns 11,000 shares of Common Stock. David J.A. Flowers, Senior Vice President and Treasurer of Liberty, owns 1,020 shares of Common Stock.

On May 20, 2002, the Diller-Von Furstenberg Family Foundation, a private foundation as to which Mr. Diller disclaims beneficial ownership, sold in the open market 42,000 shares of Common Stock at \$28.784 per share. Except as set forth or incorporated by reference herein, no Reporting Person or, to the best knowledge of each Reporting Person, any executive officer or director of such Reporting Person has effected any transaction in the Common Stock during the past 60 days.

ITEM 6. Contracts, Arrangements, Understandings, or Relationships with Respect to the Securities of the Issuer.

The information contained in Item 5 of this Schedule 13D is hereby incorporated by reference herein.

ITEM 7. Materials to be Filed as Exhibits

The information contained in Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following information:

The following document is filed as an exhibit to this statement:

50. Exchange Agreement by and among the Company, Liberty Media Corporation, Liberty HSN II, Inc. and Liberty HSN, Inc., dated as of June 27, 2002.

SIGNATURES

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

Dated: July 11, 2002

LIBERTY MEDIA CORPORATION

By: /s/ Charles Y. Tanabe

-----  
Name: Charles Y. Tanabe  
Title: Senior Vice President

BARRY DILLER

/s/ BARRY DILLER  
-----

UNIVERSAL STUDIOS, INC.

By: /s/ KAREN RANDALL

-----  
Name: Karen Randall  
Title: Executive Vice President and  
General Counsel

VIVENDI UNIVERSAL CANADA INC.

By: /s/ GEORGE E. BUSNELL III

-----  
Name: George E. Busnell III  
Title: Secretary

VIVENDI UNIVERSAL, S.A.

By: /s/ GEORGE E. BUSNELL III

-----  
Name: George E. Busnell III  
Title: Vice President

BDTV INC., BDTV II INC.,  
BDTV III INC., BDTV IV INC.

By: /s/ BARRY DILLER

-----  
Name: Barry Diller  
Title: President

## INDEX TO EXHIBITS

1. Written Agreement between TCI and Mr. Diller regarding Joint Filing of Schedule 13D./\*/
2. Definitive Term Sheet regarding Stockholders Agreement, dated as of August 24, 1995, by and between Liberty Media Corporation and Mr. Diller./\*/
3. Definitive Term Sheet regarding Equity Compensation Agreement, dated as of August 24, 1995, by and between the Company and Mr. Diller./\*/
4. Press Release issued by the Company and Mr. Diller, dated August 25, 1995./\*/
5. Letter Agreement, dated November 13, 1995, by and between Liberty Media Corporation and Mr. Diller./\*/
6. Letter Agreement, dated November 16, 1995, by and between Liberty Media Corporation and Mr. Diller./\*/
7. First Amendment to Stockholders Agreement, dated as of November 27, 1995, by and between Liberty Media Corporation and Mr. Diller./\*/
8. 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./\*/
9. Exchange Agreement, dated as of November 27, 1995, by and between Silver Management Company and Silver King Communications, Inc./\*/
10. Agreement and Plan of Merger, dated as of November 27, 1995, by and among Silver King Communications, Inc., Thames Acquisition Corp. and Savoy Pictures Entertainment, Inc./\*/
11. Voting Agreement, dated as of November 27, 1995, by and among Certain Stockholders of the Company and Savoy Pictures Entertainment, Inc./\*/
12. Letter Agreement, dated March 22, 1996, by and between Liberty Media Corporation and Barry Diller./\*/
13. In re Applications of Roy M. Speer and Silver Management Company, Federal Communications Commission Memorandum and Order, adopted March 6, 1996 and released March 11, 1996./\*/
14. In re Applications of Roy M. Speer and Silver Management Company, Request for Clarification of Silver Management Company, dated April 10, 1996./\*/
15. In re Applications of Roy M. Speer and Silver Management Company, Federal Communications Commission Memorandum Opinion and Order and Notice of Apparent Liability, adopted June 6, 1996 and released June 14, 1996./\*/
16. Amended and Restated Joint Filing Agreement of TCI, Mr. Diller and BDTV./\*/
17. Amended and Restated Certificate of Incorporation of BDTV INC./\*/
18. Press Release issued by the Company and Home Shopping Network, Inc., dated August 26, 1996./\*/
19. Agreement and Plan of Exchange and Merger, dated as of August 25, 1996, by and among the Company, Home Shopping Network, Inc., House Acquisition Corp., and Liberty HSN, Inc./\*/
20. Termination Agreement, dated as of August 25, 1996, among the Company, BDTV Inc., Liberty Program Investments, Inc., and Liberty HSN, Inc./\*/

21. Voting Agreement, dated as of August 25, 1996, by and among Certain Stockholders of Home Shopping Network, Inc. and the Company./\*/
22. Voting Agreement, dated as of August 25, 1996, by and among Barry Diller, Liberty Media Corporation, Arrow Holdings, LLC, BDTV Inc., and Home Shopping Network, Inc./\*/
23. Letter Agreement, dated as of August 25, 1996, by and between Liberty Media Corporation and Barry Diller./\*/
24. Second Amended and Restated Joint Filing Agreement by and between TCI, Mr. Diller, BDTV Inc. and BDTV II Inc./\*/
25. Stock Exchange Agreement, dated as of December 20, 1996, by and between the Company and Liberty HSN, Inc./\*/
26. Letter Agreement, dated as of February 3, 1997, by and between BDTV INC. and David Geffen./\*/
27. Stock Exchange Agreement, dated as of May 20, 1997, by and between HSN, Inc. and Mr. Allen./\*/
28. Stockholders Agreement, dated as of May 20, 1997, by and among, Mr. Diller, Mr. Allen and Liberty Media Corporation./\*/
29. Letter Agreement, dated as of May 20, 1997, by and between Mr. Diller and Liberty Media Corporation./\*/
30. Third Amended and Restated Joint Filing Agreement by and between TCI, Mr. Diller, BDTV Inc., BDTV II Inc. and BDTV III Inc./\*/
31. Certificate of Incorporation of BDTV III Inc./\*/
32. Investment Agreement among Universal Studios, Inc., HSN, Inc., Home Shopping Network, Inc. and Liberty Media Corporation, dated as of October 19, 1997 as amended and restated as of December 18, 1997./\*/
33. Governance Agreement among HSN, Inc., Universal Studios, Inc., Liberty Media Corporation and Barry Diller, dated as of October 19, 1997./\*/
34. Stockholders Agreement among Universal Studios, Inc., Liberty Media Corporation, Barry Diller, HSN, Inc. and The Seagram Company Ltd. dated as of October 19, 1997./\*/
35. Spinoff Agreement among Liberty Media Corporation, Universal Studios, Inc. and HSN, Inc. dated as of October 19, 1997./\*/
36. Exchange Agreement among HSN, Inc., Universal Studios, Inc. and Liberty Media Corporation, dated as of October 19, 1997./\*/
37. Amended and Restated LLC Operating Agreement of USANi LLC, by and among USA Networks, Inc., Home Shopping Network, Inc., Universal Studios, Inc., Liberty Media Corporation and Barry Diller, dated as of February 12, 1998./\*/
38. Letter Agreement between Liberty HSN, Inc. and HSN, Inc., dated as of October 19, 1997./\*/
39. Fourth Amended and Restated Joint Filing Agreement between Tele-Communications, Inc., Universal Studios, Inc., The Seagram Company Ltd. and Barry Diller, dated as of February 23, 1998./\*/
40. Certificate of Incorporation of BDTV IV INC./\*/



41. Fifth Amended and Restated Joint Filing Agreement by and among Tele-Communications, Inc., Liberty Media Corporation, Barry Diller, Universal Studios, Inc., The Seagram Company Ltd., BDTV INC., BDTV II INC., BDTV III INC. and BDTV IV INC, dated as of July 19, 1999./\*\*/
42. Sixth Amended and Restated Joint Filing Agreement by and among Liberty Media Corporation, Barry Diller, Universal Studios, Inc., The Seagram Company Ltd., Vivendi Universal, BDTV INC., BDTV II INC., BDTV III INC. and BDTV IV INC. dated as of June 22, 2001. /\*\*/
43. Letter Agreement, dated July 15, 2001, by and among USA Networks, Inc., Barry Diller, Universal Studios, Inc. and Liberty Media Corporation./\*\*/
44. Amended and Restated Transaction Agreement, dated as of December 16, 2001, by and among Vivendi Universal, S.A., Universal Studios, Inc., USA Networks, Inc., USANI LLC, Liberty Media Corporation and Barry Diller./\*\*/
45. Agreement and Plan of Merger and Exchange, dated as of December 16, 2001, by and among Vivendi Universal, S.A., Universal Studios, Inc., Light France Acquisition 1, S.A.S., the Merger Subsidiaries listed on the signature page thereto, Liberty Media Corporation, Liberty Programming Company LLC, Liberty Programming France, Inc., LMC USA VI, Inc., LMC USA VII, Inc., LMC USA VIII, Inc., LMC USA X, Inc., Liberty HSN LLC Holdings, Inc., and the Liberty Holding entities listed on the signature page thereto./\*\*/
46. Amended and Restated Governance Agreement, dated as of December 16, 2001, by and among USA Networks, Inc., Universal Studios, Inc., Liberty Media Corporation, Barry Diller, and Vivendi Universal, S.A./\*\*/
47. Amended and Restated Stockholders Agreement, dated as of December 16, 2001, by and among Universal Studios, Inc., Liberty Media Corporation and Barry Diller./\*\*/
48. Amended and Restated Limited Liability Limited Partnership Agreement of Vivendi Universal Entertainment LLLP, by and among USI Entertainment Inc., USANI Holdings XX, Inc., Universal Pictures International Holdings BV, Universal Pictures International Holdings 2 BV, NYCSpirit Corp. II, USA Networks, Inc., USANI Sub LLC, New-U Studios Holdings, Inc. and Mr. Diller./\*\*/
49. Equity Warrant Agreement between USA Networks, Inc. and The Bank of New York, as equity warrant agent./\*\*/
50. Exchange Agreement by and among the Company, Liberty Media Corporation, Liberty HSN II, Inc. and Liberty HSN, Inc., dated as of June 27, 2002.

/\*\*/ Previously filed.

Schedule 1 of the Schedule 13D is hereby amended to read in its entirety as follows:

SCHEDULE 1

DIRECTORS AND EXECUTIVE OFFICERS OF UNIVERSAL AND VIVENDI UNIVERSAL CANADA INC. (formerly The Seagram Company Ltd.)

1. Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Universal. The name of each person who is a director of Universal is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 100 Universal City Plaza, Universal City, California 91608.

Name and Business Address -----	Principal Occupation or Employment and Business Address -----	Citizenship -----
RON MEYER*	President and Chief Operating Officer of Universal	United States
KAREN RANDALL*	Executive Vice President and General Counsel of Universal	United States
KENNETH L. KAHR*	Executive Vice President, Human Resources of Universal	United States
FREDERICK HUNTSBERRY*	Executive Vice President and Chief Financial Officer of Universal	United States
YASUO NAKAMURA*	President, Matsushita Media & Entertainment Business Development Unit	Japan
DIANA SCHULZ*	Senior Vice President of Universal	United States
SUSAN N. FLEISHMAN	Senior Vice President, Corporate Communications and Public Affairs	United States
MARK A. WOOSTER	Senior Vice President of Universal	United States
MAREN CHRISTENSEN	Senior Vice President of Universal	United States
WILLIAM APOSTOLIDES	Vice President of Universal	United States
KEVIN CONWAY	Vice President of Universal	United States
H. STEPHEN GORDON	Vice President of Universal	United States
DAVID H. MEYERS	Vice President and Assistant Controller of Universal	United States
MARC PALOTAY	Vice President of Universal	United States
TERRY A. REAGAN	Vice President and Controller of Universal	United States
RONALD F. REED	Treasurer of Universal	United States
SHARON S. GARCIA	Secretary of Universal	United States

2. Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd., effective February 28, 2002). The name of each person who is a director of Vivendi Universal Canada Inc. is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 375 Park Avenue, New York, New York 10152.

Name and Business Address -----	Principal Occupation or Employment and Business Address -----	Citizenship -----
ALAN BELL* Blake Cassels & Graydon, LLP Commerce Court West-CIBC Building 199 Bay Street Toronto, Ontario M5L 1A9	Partner, Blake Cassels & Graydon, LLP	Canada
CRAIG THORBURN* Blake Cassels & Graydon, LLP Commerce Court West-CIBC Building 199 Bay Street Toronto, Ontario M5L 1A9	Partner, Blake Cassels & Graydon, LLP	Canada
ERIC LICOYS* Vivendi Universal S.A. 42, avenue de Freidland 75380 Paris Cedex 08, FRANCE	Member of the Board of Directors of Vivendi Universal	France
DANIEL LOSITO WILLIAM APOSTOLIDES Vivendi Universal 800 Third Avenue New York, NY 10022	Vice President, Vivendi Universal Treasurer, Americas, Vivendi Universal	United States United States
WILLIAM PODURGIEL Vivendi Universal 800 Third Avenue New York, NY 10022	Director Foreign Taxes, Vivendi Universal	United States
GEORGE E. BUSHNELL III NICOLE LINDA KELSEY	Vice President, Vivendi Universal Assistant Corporate Counsel, Vivendi Universal	United States United States
DEBRA FORD Vivendi Universal 800 Third Avenue New York, NY 10022	Manager, Corporate Transactions, Vivendi Universal	United States

Schedule 5 of the Schedule 13D is hereby amended to read in its entirety as follows:

SCHEDULE 5  
DIRECTORS AND EXECUTIVE OFFICERS OF VIVENDI UNIVERSAL, S.A.

Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Vivendi Universal. The name of each person who is a director of Vivendi Universal, S.A. is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 42, Avenue de Friedland, 75380 Paris Cedex 08, France.

Name and Business Address -----	Principal Occupation ----- or Employment and Business -----	Address -----	Citizenship -----
JEAN-RENE FOURTOU*	Chairman and CEO of Vivendi Universal		France
CLAUDE BEBEAR*	Chairman of the Supervisory Board of AXA	25, avenue Matignon 75008 Paris, France	France
EDGAR BRONFMAN, JR.*	Vice Chairman of the Board of Vivendi Universal		United States
EDGAR M. BRONFMAN*	Member of the Board of Directors of Vivendi Universal		United States
RICHARD H. BROWN*	Chairman and CEO of Electronic Data Systems Co.	5400 Legacy Drive Plano, Texas 75024-3198	United States
JEAN-MARC ESPALIOUX*	Chairman of the Management Board and CEO of Accor	Tour Maine Montparnasse 33, avenue du Maine 75755 Paris cedex 15	France
JACQUES FRIEDMANN*	Retired Chairman of the Supervisory Board of AXA-UAP (Chairman from 1993-2000).	80, avenue de Breteuil 75015 Paris, France	France
DOMINIQUE HOENN*	Chief Operating Officer of BNP Paribas	3, rue d'Antin 75002 Paris, France	France

GERARD KLEISTERLEE*	Chairman and CEO of Royal Philips Electronics PO Box 77900 Building HBT 14 1070 Amsterdam, The Netherlands	The Netherlands
ESTHER KOPLOWITZ*	Presidente of Fomento de Construcciones y Contratas FCC (Spain) Torre Picasso Plaza Pablo Ruiz Picasso 28020 Madrid, Spain	Spain
MARIE-JOSEE KRAVIS*	Senior Fellow, Hudson Institute Inc. 625 Park Avenue New York, NY 10021	United States
HENRI LACHMANN*	Chairman and CEO of Schneider Electric 43-45, Bd Franklin Roosevelt, 92500 Rueil-Malmaison, France	France
ERIC LICOYS*	Member of the Board of Directors of Vivendi Universal	France
SAMUEL MINZBERG*	Chairman and Chief Executive Officer of Claridge Inc. 1170 Peel Street - 8th Floor Montreal, Quebec H3B, 4P2	Canada
SIMON MURRAY*	Chairman of Simon Murray & Company Princes House 38, Jermyn Street London SW1Y 6DT	U.K.
SERGE TCHURUK*	Chairman and CEO of Alcatel 54, rue de la Boetie 75008 Paris, France	France
MARC VIENOT*	Honorary Chairman and Director of Societe Generale. Tour Societe Generale 92972 Paris La Defense Cedex, France	France
GUILLAUME HANNEZO	Senior Executive Vice President and Chief Financial Officer	France
ANDREW J. KASLOW	Senior Executive Vice President, Human Resources, Vivendi Universal	United States
JEAN-FRANCOIS DUBOS	Executive Vice President and General Counsel, Vivendi Universal	France

EXCHANGE AGREEMENT

By and Among

USA INTERACTIVE,

LIBERTY MEDIA CORPORATION,

LIBERTY HSN II, INC.

and

LIBERTY HSN, INC.

Dated as of June 27, 2002

EXCHANGE AGREEMENT, dated as of June 27, 2002 (this "Agreement"), by and among USA Interactive, a Delaware corporation ("USAi"), Liberty Media Corporation, a Delaware corporation ("Liberty"), Liberty HSN II, Inc., a Delaware corporation ("Liberty HSN II"), and Liberty HSN, Inc., a Colorado corporation ("Liberty HSN") (Liberty, Liberty HSN II and Liberty HSN are sometimes referred to as the "Liberty Parties").

WHEREAS, Liberty HSN and USAi (as successor to Silver King Communications, Inc.) are parties to that certain Exchange Agreement, dated as of December 20, 1996 (the "Exchange Agreement"), relating to the Surviving Common Stock and the Surviving Class B Stock (each as defined in the Exchange Agreement).

WHEREAS, Liberty HSN II owns 702.66808 issued and outstanding shares of Surviving Common Stock (the "Liberty HSN Common Shares") and 29.56564 issued and outstanding shares of Surviving Class B Stock (the "Liberty HSN Class B Shares" and together with the Liberty HSN Common Shares, the "Liberty HSN Shares");

WHEREAS, each Liberty HSN Common Share is exchangeable for shares of the common stock, par value \$.01 per share, of USAi ("USAi Common Stock"), and each Liberty HSN Class B Share is exchangeable for shares of the Class B common stock, par value \$.01 per share, of USAi (the "USAi Class B Common Stock");

WHEREAS, the Boards of Directors of each of USAi and Liberty HSN II have approved and adopted this Agreement, and Liberty HSN, as the sole stockholder of Liberty HSN II, has approved and adopted this Agreement;

WHEREAS pursuant to the Exchange Agreement, Liberty HSN II will exchange (the "Exchange") all of the Liberty HSN Shares for an aggregate of 31,620,063 shares of USAi Common Stock and 1,596,544 shares of USAi Class B Common Stock (collectively, the "Exchange Shares");

WHEREAS, the Exchange is intended to qualify as a tax-free reorganization pursuant to Section 368(a)(1)(B) of the Code, and this Agreement shall constitute a "plan of reorganization" for purposes of Section 368 of the Code.

NOW, THEREFORE, in consideration of the premises and of the mutual promises set forth herein, the parties hereby agree as follows:

1. Exchange. Upon the terms contained herein, Liberty HSN II is exchanging the Liberty HSN Shares for the Exchange Shares. It is intended that the Exchange constitute a reorganization within the meaning of Section 368(a) of the Code, and each of Liberty and USAi agrees, and agrees to cause its Affiliates (as defined in the Investment Agreement, dated as of October 19, 1997, among Universal Studios, Inc. ("Universal"), USAi, Home Shopping Network, Inc. ("HSN") and Liberty (as amended, the "Investment Agreement")), to treat and report the Exchange consistently with this intention for all purposes at all times prior to and following the Closing (as defined herein), except as otherwise required pursuant to a determination within the meaning of Section 1313(a) of the Code.

2. Time and Place of Closing. The consummation of the Exchange (the "Closing") shall take place at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019 upon the execution and delivery of this Agreement. At the

Closing, Liberty HSN II is delivering to USAi certificates representing the Liberty HSN Shares, duly endorsed or accompanied by documents of assignment, and USAi is issuing and delivering to Liberty HSN II certificates representing the Exchange Shares, registered in the name of Liberty HSN II.

3. Representations and Warranties of USAi. USAi hereby represents and warrants to the Liberty Parties as follows:

a. Organization and Qualification; USAi Shares. USAi (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) has all requisite corporate power and authority to carry on its business as it is now conducted and to own, lease and operate the properties it now owns, leases or operates at the places currently located and in the manner currently used and operated and (iii) is duly qualified or licensed and in good standing to do business in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification or license necessary, except, in the case of clauses (ii) and (iii) where the failure to be so qualified or licensed, or in good standing would not have a material adverse effect on the business, assets or condition (financial or otherwise) of USAi and its subsidiaries, taken as a whole. USAi has made available to Liberty true and complete copies of its certificate of incorporation and by-laws, each as amended to date and currently in effect (respectively, the "USAi Charter" and the "USAi Bylaws"). The USAi Charter and the USAi Bylaws are in full force and effect and neither USAi nor HSN is in violation of its respective certificate of incorporation or bylaws. As of the date hereof, there are outstanding at least 350 million shares of USAi Common Stock and 63 million shares of USAi Class B Common Stock.

b. Authorization of this Agreement and the Exchange. The execution, delivery and performance of this Agreement by USAi, have been duly authorized by all necessary corporate action on the part of USAi. This Agreement has been duly executed and delivered by USAi and constitutes the legal, valid and binding obligation of USAi enforceable against USAi in accordance with its terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights generally and by general equity principles regardless of whether such enforceability is considered in a proceeding in equity or at law. The consummation of the Exchange by USAi has been duly and validly authorized by the board of directors of USAi and by any necessary action of the USAi stockholders. USAi has full corporate power and authority to perform its obligations under this Agreement and to consummate the Exchange. No other corporate proceedings on the part of USAi or any of its subsidiaries are necessary to authorize the consummation of the Exchange.

c. Validity of Shares, etc.

(i) The Exchange Shares issued by USAi to Liberty HSN II are duly authorized, validly issued, fully paid and non-assessable, and are free of any Encumbrances (as defined herein) (other than those (x) arising under the Amended and Restated Governance Agreement, dated as of December 16, 2001, among USA, Vivendi Universal, S.A. ("Vivendi"), Universal, Liberty and Barry Diller (the "Governance Agreement") or the Amended and Restated Stockholders Agreement, dated as of December 16, 2001, among Universal, Liberty, Barry Diller and Vivendi (the "Stockholders Agreement") (the Governance Agreement and the Stockholders



Agreement, together with any and all amendments, modifications and waivers to (x) the Governance Agreement, if executed by USAi and Liberty, and (y) the Stockholders Agreement, if executed by Liberty and Barry Diller, are hereinafter referred to collectively as the "Shareholder Arrangements"), (y) arising under any Federal or state securities laws, or (z) created by a Liberty Party), are not being issued in violation of any preemptive rights and vest in Liberty HSN II full rights with respect thereto, including the right to vote the Exchange Shares on all matters properly presented to the stockholders of USAi to the extent set forth in the USAi Charter and subject to the Shareholder Arrangements. Other than the stock splits affecting the USAi Common Stock and USAi Class B Common Stock and the reverse stock split affecting the Exchange Securities, each of which is described in Exhibit A hereto, neither USAi nor HSN has declared or paid any dividend or made any distribution (or established a record date for either) or taken any other action which, pursuant to the Exchange Agreement, would entitle the holder of Liberty HSN Shares to any adjustment in the applicable exchange ratio for the Liberty HSN Shares.

(ii) The issuance of the Exchange Shares does not violate the rules, regulations and requirements of the National Association of Securities Dealers, Inc. ("NASD") or of the principal exchange or trading market on which the shares of USAi Common Stock are then quoted or traded (including, without limitation, the NASD policies set forth in Section 6(i) and (j) of Part III of Schedule D of the NASD By-Laws and the Policy of the Board of Governors with respect to Voting Rights set forth in Part III of Schedule D of the NASD By-Laws or any similar policies of such other exchange or trading market). The shares of USAi Common Stock (including the shares of USAi Common Stock issuable upon conversion of any shares of USAi Class B Common Stock) issued pursuant to the Exchange are listed for trading on the Nasdaq National Market or on a national securities exchange (upon official notice of issuance). The delivery of the Exchange Shares in accordance with this Agreement is exempt from the registration or qualification requirements of the Securities Act and applicable state securities laws.

d. No Approvals or Notices Required, No Conflict with Instruments. The performance by USAi of its obligations under this Agreement and the consummation of the Exchange, including the issuance of the Exchange Shares, do not:

(i) conflict with or violate the USAi Charter or the USAi Bylaws or the organizational documents of HSN or any other subsidiary of USAi, in each case as amended to date;

(ii) require any consent, approval, order or authorization of or other action by any court, administrative agency or commission or other governmental authority or instrumentality, foreign, United States federal, state or local (each such entity a "Governmental Entity" and each such action a "Governmental Consent") or any registration, qualification, declaration or filing with or notice to any Governmental Entity (a "Governmental Filing"), in each case on the part of or with respect to USAi or HSN or any other subsidiary of USAi, other than (A) such as have been obtained or made or (B) the absence or omission of which would, either individually or in the aggregate, not have a material adverse effect on the Exchange or on the business, assets, results of operations or financial condition of USAi and its subsidiaries, taken as a whole.

(iii) require, on the part of USAi or HSN or any other subsidiary of USAi, any consent by approval of (a "Contract Consent") or notice to (a "Contract Notice") any other person or entity (other than a Governmental Entity), other than (A) such as have been obtained or made or (B) the absence or omission of which would, either individually or in the aggregate, not have a material adverse effect on the Exchange or on the business, assets, results of operations or financial condition of USAi and its subsidiaries, taken as a whole;

(iv) conflict with, result in any violation or breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of any material benefit (any such conflict, violation, breach, default, right of termination, cancellation or acceleration, loss or creation, a "Violation") under or the creation of any lien, security interest, pledge, charge, claim, option, right to acquire, restriction on transfer, voting restriction or agreement, or any other restriction or encumbrance of any nature whatsoever on any assets (collectively, "Encumbrance") pursuant to any "Contract" (which term shall mean and include any note, bond, indenture, mortgage, deed of trust, lease, franchise, permit, authorization, license, contract, instrument, employee benefit plan or practice, or other agreement, obligation, commitment or concession of any nature) to which USAi or HSN or any other subsidiary of USAi is a party, by which USAi or HSN or any other subsidiary of USAi or any of their respective assets or properties is bound or pursuant to which USAi, HSN or any other subsidiary of USAi is entitled to any rights or benefits, except for such Violations which would not, either individually or in the aggregate, have a material adverse effect on the Exchange or on the business, assets, results of operations or financial condition of USAi and its subsidiaries, taken as a whole; or

(v) result in a Violation of, under or pursuant to any law, rule, regulation, order, judgment or decree applicable to USAi or HSN or any other subsidiary of USAi or by which any of their respective properties or assets are bound, except for such Violations which would not, either individually or in the aggregate, have a material adverse effect on the Exchange.

e. Tax Representations. (i) USAi has not taken any action and does not know of any fact that is reasonably likely to prevent the Exchange from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(ii) USAi owns directly shares of HSN representing "control" of HSN within the meaning of Section 368(c) of the Code. As part of the same plan as the Exchange, USAi and its Affiliates have not acquired, either directly or through any transaction, agreement or arrangement with any other person, shares of capital stock of HSN with consideration other than voting stock of USAi.

(iii) There are no outstanding options, warrants, rights, subscriptions, convertible securities, puts, calls, commitments or other contracts, arrangements or understandings (collectively, "Rights") with respect to the capital stock of HSN pursuant to which any person could acquire securities of HSN that, if such Rights were exercised or converted, would affect USAi's acquisition or retention of "control" of HSN, as defined in Section 368(c) of the Code.

(iv) USAi is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code.

f. Certain Communications Act Matters.

(i) Assuming the accuracy of Liberty's representation set forth in Section 4b(ii), USAi does not own, operate or control or have an ownership or other interest in any broadcast television station or any FCC licensee such that Liberty presently has, or immediately following consummation of the Exchange (and assuming the consummation of USAi's acquisition of an ownership interest in, and its provision of debt financing to, an entity which will own certain broadcast television stations located in the Commonwealth of Puerto Rico and/or FCC licenses related thereto, pursuant to the Assignment of Limited Liability Company Interest, dated as of October 11, 2001, by and between USAi and Esperanza Television Holdings, Inc. and the Asset Purchase Agreement, dated December 13, 2000, among HSN Capital LLC, Southwestern Broadcasting Corporation and International Broadcasting Corporation, as amended (collectively, the "Esperanza Transaction")), will have an "attributable interest" in any such broadcast television station or FCC licensee under the provisions of the Communications Act of 1934, as amended (and the rules and regulations promulgated thereunder) (the "Communications Act") and the FCC Regulations (as defined herein). "FCC Regulations" means as of the applicable date, collectively, all federal communications statutes and all rules, regulations, orders, decrees and policies (including the FCC's Memorandum Opinion and Order released March 11, 1996 and its Memorandum Opinion and Order released June 14, 1996) of the FCC as then in effect, and any interpretations or waivers thereof or modifications thereto.

(ii) The disposition by USAi of its television stations referred to in USAi's notice to Liberty with respect to the Exchange, dated August 28, 2001 (the "USAi Notice") constituted an Issuance Event for purposes of the Exchange Agreement. Assuming the accuracy of Liberty's representation set forth in Section 4b(ii), the Exchange will not result in the creation or imposition of any Restrictive Condition (as defined in the Exchange Agreement) with respect to Liberty, Liberty HSN or Liberty HSN II or with respect to the Exchange Shares.

4. Representations and Warranties of Liberty. Liberty, Liberty HSN and Liberty HSN II hereby represent and warrant to USAi as follows:

a. Authorization of this Agreement. The execution, delivery and performance of this Agreement by Liberty, Liberty HSN and Liberty HSN II and the consummation by the Liberty Parties of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of such Liberty Party. This Agreement has been duly executed and delivered by each of Liberty, Liberty HSN and Liberty HSN II and constitutes the legal, valid and binding obligation of such Liberty Party enforceable against it in accordance with its terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights generally and by general equity principles regardless of whether such enforceability is considered in a proceeding in equity or at law. The consummation of the Exchange by Liberty, Liberty HSN and Liberty HSN II has been duly and validly authorized by the board of directors of Liberty, Liberty HSN and Liberty HSN II, as applicable, and by any necessary action of their respective stockholders. Each of Liberty, applicable, and by any necessary action of their respective stockholders. Each of Liberty,

Liberty HSN and Liberty HSN II has full corporate power and authority to perform its obligations under this Agreement and to consummate the Exchange. No other corporate proceedings on the part of Liberty, Liberty HSN, Liberty HSN II or any of their respective subsidiaries are necessary to authorize the consummation of the Exchange.

b. Ownership and Validity of Liberty HSN Shares.

(i) Liberty HSN II owns, and immediately following the Exchange, USAi will own all of the Liberty HSN Shares, free and clear of any Encumbrances (other than those (x) arising under the Shareholder Arrangements or this Agreement, (y) arising under any Federal or state securities laws, or (z) created by USAi).

(ii) As of the date hereof and immediately prior to the Closing, Liberty owns (x) through direct and indirect wholly owned subsidiaries of Liberty, an aggregate of (i) 6,918,464 shares of USAi Common Stock and 756,644 shares of USAi Class B Common Stock, and (ii) 702.66808 shares of Surviving Common Stock and 29.56564 shares of Surviving Class B Stock and (y) through its interest in the BDTV Entities (assuming that each such BDTV Entity was wholly owned by Liberty), 44 shares of USAi Common Stock and 48,846,808 shares of USAi Class B Common Stock.

c. No Approvals or Notices Required; No Conflict with Instruments. The consummation of the Exchange will not:

(i) conflict with or violate the certificate of incorporation or the by-laws, as amended to date, of Liberty, Liberty HSN or Liberty HSN II;

(ii) require any Government Consent or Government Filing, in each case on the part of or with respect to Liberty, Liberty HSN or Liberty HSN II, other than (A) such as have been obtained or made or (B) the absence or omission of which would not, either individually or in the aggregate, have a material adverse effect on the Exchange;

(iii) require, on the part of any of Liberty, Liberty HSN or Liberty HSN II any Contract Consent or Contract Notice, other than (A) such as have been obtained or made or (B) the absence or omission of which would not, either individually or in the aggregate, have a material adverse effect on the Exchange;

(iv) conflict with or result in any Violation of any Contract to which Liberty, Liberty HSN or Liberty HSN II is a party, or by which any of Liberty, Liberty HSN or Liberty HSN II or any of their respective assets or properties are bound, except for such Violations which would not, either individually or in the aggregate, have a material adverse effect on the Exchange; or

(v) result in a Violation of, under or pursuant to any law, rule, regulation, order, judgment or decree applicable to any of Liberty, Liberty HSN or Liberty HSN II or by which any of their respective properties or assets are bound, except for such Violations which would not, either individually or in the aggregate, have a material adverse effect on the Exchange; provided, that with respect to the matters referred to in clauses (ii) and (v) of this paragraph 4c, no representation or warranty is made with respect to any Governmental Consent or Governmental Filing or any Violation, in any case, under the Communications Act or the FCC Regulations to the extent arising out of

or to the extent relating to the Exchange or Liberty's beneficial ownership of the Exchange Shares.

5. Additional Agreements.

a. (i) USAi hereby covenants and agrees that so long as Liberty (A) does not increase its percentage ownership of USAi's combined equity and debt (calculated in accordance with the Communications Act and the FCC Regulations) (other than any such increase which occurs pursuant to the terms of the Shareholder Arrangements or any other arrangements to which USAi and Liberty are parties or as a result of actions taken by USAi or its subsidiaries), and (B) Beneficially Owns (as defined in the Governance Agreement) at least two-thirds of the number of Equity Securities (as defined in the Governance Agreement) Beneficially Owned by it immediately prior to February 12, 1998 (appropriately adjusted to reflect any stock splits and the like), it will not (and will not cause or permit any of its subsidiaries to) take any action in connection with or relating to the Esperanza Transaction that would reasonably be expected to, or fail to take any action in connection with or relating to the Esperanza Transaction which failure would reasonably be expected to, make the ownership by Liberty, Liberty HSN or Liberty HSN II of the Exchange Shares or any other material assets of such persons (including specifically (but without limiting the foregoing) Liberty's ownership interest in certain cable television systems and related businesses located in the Commonwealth of Puerto Rico) unlawful or result in a violation of any law, rule, regulation, order or decree (including, but not limited to, the Communications Act and the FCC Regulations) or impose material additional restrictions or limitations on such person's full rights of ownership of the Exchange Shares or the ownership of its other material assets or the operation of its businesses (provided, that for purposes of this Section 5a(i), to the extent that a condition, restriction or limitation upon USAi or its subsidiaries, in each case in connection with or relating to the Esperanza Transaction, relates to or is based upon or would arise as a result of, any action or the consummation of a transaction by the Liberty Group, such condition, restriction or limitation shall be deemed to be such a condition, restriction or limitation on the Liberty Group (regardless of whether a member of the Liberty Group (as defined herein) is a party to or otherwise would be legally obligated thereby) to the extent that the taking of an action or the consummation of a transaction by the Liberty Group would result in USAi, any BDTV Entity or any of their respective subsidiaries being in breach or violation of any law, rule, regulation, order or decree or otherwise causing such rule, regulation, order or decree to terminate or expire or would otherwise result in Liberty's beneficial ownership of the Exchange Shares or any other material assets being illegal or in violation of any law, rule, regulation, order or decree); provided, however, that neither USAi nor any of its subsidiaries shall be required to take any action (or fail to act) pursuant to this Section 5a(i) if such action (or failure to act) would not reasonably be expected to have the effects described in this Section 5a(i) (except as a result of the single majority shareholder exception to the FCC's broadcast attribution rules (47 C.F.R. Section 73.3555 note 2(b)) if such actions (or failure to act) had been taken (or failed to be taken) on the date hereof.

(ii) USAi hereby covenants and agrees that, so long as Liberty (A) does not increase its percentage ownership of USAi's combined equity and debt (calculated in accordance with the Communications Act and the FCC Regulations) (other than any such increase which occurs pursuant to the terms of the Shareholder Arrangements or any

other arrangements to which USAi and Liberty are parties or as a result of actions taken by USAi or its subsidiaries), and (B) Beneficially Owns at least two-thirds of the number of Equity Securities Beneficially Owned by it immediately prior to February 12, 1998 (appropriately adjusted to reflect any stock splits and the like), it will not (and will not cause or permit any of its subsidiaries to) take any action that would reasonably be expected to make the ownership by Liberty, Liberty HSN or Liberty HSN II of the Exchange Shares or any other material assets of such persons result, at the time such action is taken by USAi, in a violation of the FCC's broadcast-cable cross ownership rule. Without limiting the generality of the foregoing, the closing by USAi of a transaction (other than the Esperanza Transaction) otherwise prohibited by this Section 5a(ii) shall be deemed permissible under this Section if at the time USAi entered into a binding agreement relating to such transaction, such transaction would have been permissible under (x) this Section 5a(ii) (except for the single majority shareholder exception to the FCC's broadcast attribution rules (47 C.F.R. Section 73.3555 note 2(b)) and (y), if applicable, any revision to the attribution and/or cable-broadcast cross ownership rule(s) which has been proposed in a formal notice of proposed rule making that is pending at such time and publicly released by the FCC prior to such time.

(iii) USAi hereby agrees to reimburse Liberty and the members of the Liberty Group for their reasonable expenses, including attorneys fees, incurred in connection with any relevant FCC inquiry or proceeding to the extent relating to the Exchange or the matters set forth in Section 5a(i). Any such reimbursement obligation shall be satisfied by USAi by the delivery to Liberty of shares of USAi Common Stock having an aggregate value equal to the amount of such reimbursement obligation.

b. (i) Excluding actions specifically contemplated by the Exchange Agreement and the Merger Agreement (as defined in the Exchange Agreement), without the prior written consent of Liberty following the date of this Agreement (which consent will not be unreasonably withheld, provided that the notice soliciting such consent includes (A) a specific statement that such consent is given pursuant to this Section 5b(i) and (B) a reasonably detailed description of each material aspect of the action, or failure to act, to be consented to), USAi will not (and will not permit any of its subsidiaries to) take any action that would or could reasonably be expected to, or fail to take any action which failure would or could reasonably be expected to, cause the Exchange to be a taxable transaction to any Liberty Party; provided, however, that if the Exchange is taxable to any Liberty Party as a result of (1) any action or failure to act by any Liberty Party (other than due to an action or inaction by the Liberty Group or such Liberty Party specifically contemplated or required by the Exchange Agreement, the Merger Agreement or the Shareholder Arrangements), (2) the laws and regulations in effect at the effective time of the merger of House Acquisition Corp. and HSN or (3) any difference in the tax position of Liberty HSN II relative to the tax position of Liberty HSN, compliance with the covenant set forth in this Section 5b(i) shall be deemed waived by the Liberty Parties with respect to the Exchange and provided, further, that if the taxes applicable to the Exchange would have been accrued or been payable by Liberty HSN had all the Exchange Shares been issued to Liberty HSN at the effective time of the merger of House Acquisition Corp. and HSN, then compliance with the covenant set forth in this Section 5b(i) shall be deemed waived by the Liberty Parties. The term "Liberty Group" shall mean Liberty and its controlled Affiliates, including Liberty HSN and Liberty HSN II.

(ii) In the event that the Exchange is taxable to Liberty, Liberty HSN II or any of their respective Affiliates as a result of a change in law or regulation after the effective time of the merger of House Acquisition Corp. and HSN, a breach of any of the representations and warranties set forth in Section 3e or any of the covenants of USAi set forth in Section 5b(i) and the last sentence of Section 1 or any action taken by USAi after the effective time of the merger of House Acquisition Corp. and HSN (other than any tax liability that results from (x) any breach by Liberty of the covenants set forth in the last sentence of Section 1 or (y) an action or unreasonable inaction by the Liberty Group (other than due to an action or inaction specifically contemplated or required by the Exchange Agreement, the Merger Agreement or the Shareholder Arrangements)), USAi shall be obligated to issue to Liberty HSN II a number of additional shares of USAi Common Stock sufficient on an after-tax basis, to pay any resulting taxes; provided, however, that USAi shall have no obligation under this ----- Section 5b(ii) to the extent that the Exchange is taxable to Liberty, Liberty HSN II or any of their respective Affiliates solely as a result of any difference in the tax position of Liberty HSN II relative to the tax position of Liberty HSN.

(iii) Any shares of USAi Common Stock deliverable by USAi pursuant to Section 5a(iii) or 5b shall be valued based on the average of the daily closing prices (as of 4:00 p.m. eastern time) per share of USAi Common Stock as reported on the Nasdaq Stock Market (as published in The Wall Street Journal or, if not published therein or incorrectly published therein, in another authoritative source mutually selected by USAi and Liberty) for the ten consecutive trading days ending on the second trading day prior to the date of the Closing. All such shares of USAi Common Stock issued pursuant to this Section 5b shall be duly authorized, fully paid, and non-assessable and shall be deemed for all purposes hereunder to be Exchange Shares. Whenever it is necessary for purposes of this Agreement to determine whether the Exchange is taxable or tax-free, such determination shall be made with respect to the Code, without regard to any interest imputed under Section 483 of the Code. For purposes of this Agreement, a Person's "tax position" shall not include or take into account any offsets against any tax which are peculiar to such Person (such as tax credits, loss carry-overs, and current losses).

c. The parties hereto agree that irreparable damage would occur in the event that the covenants or agreements in this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedy to which they are entitled at law or in equity, the parties hereto shall be entitled to an injunction, temporary restraining order or other equitable relief enjoining such breach and enforcing specifically the terms and provisions hereof; provided, however, that neither any member of the Liberty Group nor USAi shall seek a remedy that would cause the Exchange to be a taxable transaction.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. Each party hereto irrevocably submits to the jurisdiction of any Delaware state court or any federal court sitting in the State of Delaware in any action arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action may be heard and determined in such Delaware state or federal court. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto further agree, to the

extent permitted by law, that final and unappealable judgment against any of them in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. Each party hereto waives, to the fullest extent permitted by applicable laws, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. Each party hereto certifies that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications set forth above in this Section 6.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Assignment; Binding Effect; Benefit. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by a party without the prior written consent of the other parties hereto. For purposes of this Agreement, the written consent of Liberty shall constitute the written consent of each of Liberty, Liberty HSN and Liberty HSN II. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9. Survival. The representations and warranties set forth in Section 3c(i), 3e, 3f and 4b shall survive the Closing. All other representations and warranties shall terminate upon the Closing. All of the covenants and agreements set forth in this Agreement shall survive the Closing in accordance with their terms.

10. Notices. All notices, requests, demands, waivers and other communications required or permitted to be made hereunder shall be made in the manner set forth in the Exchange Agreement.

11. Definitions. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Exchange Agreement.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

USA INTERACTIVE

By: /s/ Julius Genachowski

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Name: Julius Genachowski  
Title: Executive Vice President

LIBERTY MEDIA CORPORATION

By: /s/ Charles Y. Tanabe

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Name: Charles Y. Tanabe  
Title: Senior Vice President

LIBERTY HSN II, INC.

By: /s/ Charles Y. Tanabe

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Name: Charles Y. Tanabe  
Title: Senior Vice President

LIBERTY HSN, INC.

By: /s/ Charles Y. Tanabe

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Name: Charles Y. Tanabe  
Title: Senior Vice President

## DETAILS FOR EXCHANGE

Since the Pre-Merger Exchange in December 1996, the only events affecting USAi or HSN which require adjustments to the Common Exchange Ratio and the Class B Exchange Ratio are those listed in this Exhibit A. The change in the number of HSN shares held by Liberty and the change in the Common Exchange Ratio and the Class B Exchange Ratio since the Pre-Merger Exchange are the result of the March 1998 USAi 2 for 1 stock split, the June 1998 HSN 25,000 to 1 reverse stock split and the February 2000 USAi 2 for 1 stock split. No other adjustments were made (or required to be made) to the share numbers or exchange ratios.

Event Timetable -----	HSN Shares owned by Liberty -----	Exchange Ratio -----	USAi Shares to be received -----
December 1996			
Common	17,566,702	0.45 to 1	7,905,015
Class B	739,141	0.54 to 1	399,136
March 1998, USAi 2 for 1 stock split			
Common	17,566,702	0.90 to 1	15,810,031
Class B	739,141	1.08 to 1	798,272
June 1998, HSN 25,000 to 1 reverse stock split			
Common	702.66808	22,500 to 1	15,810,031
Class B	29.56564	27,000 to 1	798,272
February 2000, USAi 2 for 1 stock split			
Common	702.66808	45,000 to 1	31,620,063
Class B	29.56564	54,000 to 1	1,596,544