

FORM 8-A

For Registration of Certain Classes of Securities
Pursuant to Section 12(b) or 12(g) of the
Securities Exchange Act of 1934

USA NETWORKS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State of incorporation or
organization)

59-2712887
(I.R.S. employer identification
number)

152 WEST 57TH STREET
NEW YORK, NEW YORK
(Address of principal executive
offices)

10019
(Zip Code)

If this Form relates to the
registration of a class of
securities pursuant to
Section 12(b) of the
Exchange Act and is effective
pursuant to General Instruction
A.(c), please check the
following box. []

If this Form relates to the
registration of a class of
securities pursuant to
Section 12(g) of the
Exchange Act and is effective
pursuant to General Instruction
A.(d), please check the
following box. [X]

Securities Act registration statement file number to which this form relates:
333-68120

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

None

Securities to be registered pursuant to Section 12(g) of the Act:

Warrants to purchase one share of
Common Stock
(Title of Class)

ITEM 1. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

The securities of USA Networks, Inc., a Delaware corporation ("USA"), to be registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended, are warrants to purchase one share of common stock, par value \$.01 per share, of USA (the "USA Warrants") to be issued, together with shares of USA common stock and shares of Series A Cumulative Convertible Preferred Stock, par value \$.01 per share, of USA (the "USA Preferred Stock"), to holders of common stock of Expedia, Inc. ("Expedia") in exchange for their Expedia shares pursuant to the terms of the Amended and Restated Agreement and Plan of Reorganization and Merger, dated as of July 15, 2001, by and among USA, Expedia, Taipei, Inc., Microsoft Corporation and Microsoft E-Holdings, Inc. A description of the USA Warrants is set forth below, and is also included under the caption "DESCRIPTION OF USA CAPITAL STOCK - USA Warrants" in the joint prospectus/proxy and information statement forming a part of the Registration Statement on Form S-4 of USA (Registration No. 333-68120), filed with the Securities and Exchange Commission on August 22, 2001, as amended on November 9, 2001, November 19, 2001 and January 8, 2002, and as may be further amended, which is incorporated herein

by reference.

USA Warrants

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USA Warrants have been issued under a warrant agreement between USA and The Bank of New York, as warrant agent, a form of which has been filed as an Exhibit 4.2 to this Registration Statement.

Each USA Warrant entitles its holder to purchase one share of USA common stock at an exercise price of \$35.10 per share of USA common stock. The exercise price must be paid in cash. Each USA Warrant may be exercised on any business day on or prior to February 4, 2009. Any USA Warrant not exercised before the expiration of this period will become void, and all rights of the holder of the USA Warrant will cease. Holders of USA Warrants will not be entitled, by virtue of being such holders, to have any rights of holders of USA common stock until they exercise their warrants.

The number of shares of USA common stock issuable upon exercise of the USA Warrants and the exercise price of the USA Warrants will be subject to adjustment from time to time upon occurrence of any of the following events: any stock split; any stock consolidation, combination or subdivision; any stock dividend or other distribution; and any repurchase, reclassification, recapitalization or reorganization.

USA will keep in reserve at all times before the expiration date of the USA Warrants sufficient authorized but unissued shares of USA common stock for issuance in the event of exercises by the holders of USA Warrants. In addition, the USA Warrants and any USA common stock issued upon exercise of the USA Warrants have been registered under the Securities Act of 1933, as amended.

ITEM 2. EXHIBITS.

EXHIBIT

NO.	DESCRIPTION
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3.1	Restated Certificate of Incorporation of Registrant (incorporated herein by reference to Exhibit 3.1 to Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2001).
3.2	Amendment to Restated Certificate of Incorporation of Registrant (included as Exhibit A to Registrant's Definitive Information Statement, filed on November 19, 2001).
3.3	Amended and Restated By-Laws of Registrant (incorporated by reference to Exhibit 3.1 to Registrant's Form 8-K, dated January 9, 1998).
4.1	Form of Certificate of Designations of Series A Cumulative Convertible Preferred Stock of Registrant (incorporated by reference to Exhibit 4.1 of the Registration Statement filed with the Commission on November 9, 2001).
4.2	Form of Equity Warrant Agreement between the Registrant and The Bank of New York (incorporated by reference to Exhibit 4.2 of the Registration Statement filed with the Commission on November 9, 2001).
4.3	Form of Equity Warrant Agreement between the Registrant and The Bank of New York, as equity warrant agent (incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on December 18, 2001).
4.4	Form of Certificate of the Equity Warrants to purchase common stock, par value \$0.01 per share, of USA.
10.1	Governance Agreement among the Registrant (formerly, HSN, Inc.), Universal Studios, Inc., Liberty Media Corporation and Barry Diller, dated as of October 19, 1997 (incorporated by reference to Appendix B to Registrant's Definitive Proxy Statement, dated January 12, 1998).
10.2	Stockholders Agreement among Universal Studios, Inc., Liberty Media Corporation, Barry Diller, the Registrant (formerly, HSN, Inc.) and The Seagram Company Ltd., dated as of October 19, 1997 (incorporated by reference to Appendix C to Registrant's Definitive Proxy Statement, dated January 12, 1998).
10.3	Amended and Restated Governance Agreement, dated as of December 16, 2001, among Universal Studios, Inc., Liberty Media Corporation, Barry Diller and Vivendi Universal, S.A. (incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on December 18, 2001).

10.4 Amended and Restated Stockholders Agreement, dated as of December 16, 2001, among Universal Studios, Inc., Liberty Media Corporation, Barry Diller and Vivendi Universal, S.A. (incorporated by reference to Exhibit 99.2 to the Registrant's Form 8-K filed on December 18, 2001).

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Form 8-A Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized.

USA NETWORKS, INC.

/s/ Julius Genachowski

Name: Julius Genachowski

Title: Senior Vice President

Dated: January 31, 2002

EXHIBIT INDEX

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FORM
OF
EQUITY WARRANT CERTIFICATE
USA NETWORKS, INC.

Number Equity Warrants
W CUSIP 902984 11 1

This Warrant Certificate certifies that

, or registered assigns, is the registered Holder of Equity Warrants (the "Equity Warrants") to purchase Common Stock, par value \$0.01 per share, of USA Networks, Inc., a Delaware corporation (the "Company"). Each Equity Warrant entitles the Holder to purchase from the Company one fully paid and non-assessable share of Common Stock, par value \$0.01 per share, of the Company ("Common Stock") at any time on or before 5:00 p.m. New York City time on February 4, 2009, at the exercise price (the "Exercise Price") of \$35.10 payable in lawful money of the United States of America upon surrender of this Equity Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent in the City of New York, the State of New York, upon such conditions set forth herein and in the Equity Warrant Agreement (as hereinafter defined). Payment of the Exercise Price must be made in lawful money of the United States of America, in cash or by certified check or bank draft or bank wire transfer payable to the order of the Company. The number of Shares which may be purchasable upon exercise of the Equity Warrants and the Exercise Price is each subject to adjustment upon the occurrence of certain events set forth in the Equity Warrant Agreement.

By acceptance of this Equity Warrant Certificate, each Holder agrees to be bound by the terms of the Equity Warrant Agreement.

Reference is hereby made to the further provisions of this Equity Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place. Capitalized defined terms used herein have the same meaning as in the Equity Warrant Agreement.

This Equity Warrant Certificate shall not be valid unless countersigned by the Equity Warrant Agent, as such term is used in the Equity Warrant Agreement.

IN WITNESS WHEREOF, USA Networks, Inc. has caused this Equity Warrant Certificate to be duly executed under its corporate seal.

Dated: USA NETWORKS, INC.

[USA Networks Inc.
Corporate Seal
1986
Delaware]

By: -----
Chairman of the Board
and Chief Executive Officer

Attest:
By: -----
Secretary

Countersigned:

The Bank of New York, as Equity Warrant Agent

By -----
Authorized Signature

REVERSE

EQUITY WARRANT CERTIFICATE

USA NETWORKS, INC.

The Equity Warrants evidenced by this Equity Warrant Certificate are part of a duly authorized issue of Equity Warrants issued pursuant to a Warrant Agreement dated as of February 4, 2002 (the "Equity Warrant Agreement"), duly executed and delivered by the Company to The Bank of New York (the "Equity Warrant Agent"), which Equity Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Equity Warrant Agent, the Company and the Holders (the words "Holders" or "Holder" meaning the registered Holders or registered Holder) of the Equity Warrants.

Equity Warrants may be exercised to purchase shares of Common Stock of the Company, par value \$.01 per share ("Common Stock") upon such terms and conditions as are set forth in the Equity Warrant Agreement at any time on or before 5:00 p.m. New York City time on February 4, 2009, at the Exercise Price set forth on the face hereof. The Holder of Equity Warrants evidenced by this Equity Warrant Certificate may exercise them by surrendering the Equity Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price at the office of the Equity Warrant Agent in the City of New York in the State of New York. In the event that upon any exercise of Equity Warrants evidenced hereby the number of Equity Warrants exercised shall be less than the total number of Equity Warrants evidenced hereby, there shall be issued to the Holder hereof or his assignee a new Equity Warrant Certificate evidencing the number of Equity Warrants not exercised. Nothing contained in the Equity Warrant Agreement or in this Equity Warrant Certificate shall be construed as conferring upon the Holder thereof the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to consent or to receive notice as shareholders in respect of meetings of shareholders for the election of Directors of the Company or any other matter, or any other rights whatsoever as shareholders of the Company.

The Equity Warrant Agreement provides that upon the occurrence of certain events, the number of shares of Common Stock issuable upon exercise of an Equity Warrant and the Exercise Price each may, subject to certain conditions, be adjusted.

Equity Warrant Certificates, when surrendered at the office of the Equity Warrant Agent in the City of New York in the State of New York by the registered Holder thereof in person or by a legal representative duly authorized in writing or by registered mail, return receipt requested, may be exchanged, in the manner and subject to the limitations provided in the Equity Warrant Agreement, but without payment of any service charge, for another Equity Warrant Certificate or Equity Warrant Certificates of like tenor evidencing in the aggregate a like number of Equity Warrants and registered in the name of such registered Holder.

Upon due presentment for registration of transfer of this Equity Warrant Certificate at the office of the Equity Warrant Agent in the City of New York in the State of New York or by registered mail, return receipt requested, a new Equity Warrant Certificate or Equity Warrant Certificates of like tenor and evidencing in the aggregate a like number of Equity Warrants shall

be issued to the transferee(s) in exchange for this Equity Warrant Certificate, subject to the limitations provided in the Equity Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Equity Warrant Agent may deem and treat the registered Holder(s) hereof as the absolute owner(s) of this Equity Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, and of any distribution to the Holder(s) hereof, and for all other purposes, and neither the Company nor the Equity Warrant Agent shall be affected by any notice (other than a duly presented registration of transfer in accordance with the previous paragraph) to the contrary and shall not be bound to recognize any equitable or other claim to or interest in such Equity Warrant on the part of any other person.

ASSIGNMENT

(To be executed by the registered Holder if such Holder desires to transfer Equity Warrants.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Print name and address of transferee)

Equity Warrants, evidenced by this Equity Warrant Certificate, together

with all right, title and interest therein, and does hereby irrevocably constitute and appoint

Attorney, to transfer the

within Equity Warrant Certificate on the books of the Company, with full power of substitution. If said number of Equity Warrants to be transferred shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the assignor and assignee agree that such Attorney shall submit this Equity Warrant Certificate to the Company and request that New Equity Warrant Certificates for the applicable number of Equity Warrants be registered in the names of the undersigned as below indicated and delivered to the addresses below:

Dated:

Signature:

(Insert Social Security or Other Identifying Number of Assignee)

(Signature must conform to name of holder as specified on the face of the Equity Warrant Certificate)

Address of Assignor (if necessary):

Address of Assignee (if necessary):

Signature Guaranteed:

Signature of Guarantor

ELECTION TO PURCHASE

USA NETWORKS, INC.
152 West 57th Street
New York, NY 10019

The undersigned hereby irrevocably elects to exercise the right of purchase represented by this Equity Warrant Certificate for _____ Equity Warrants, and to purchase thereunder the shares of Common Stock (the "Shares") provided for therein, and requests that certificates for the Shares be issued in the name of:

(Please Print Name, Address and Social Security Number)

If said number of Equity Warrants to be exercised shall not be all of the Equity Warrants evidenced by this Equity Warrant Certificate, the undersigned requests that a new Equity Warrant Certificate for the balance of the Equity Warrants be registered in the name of the undersigned or his Assignee as below indicated and delivered to the address stated below:

Dated: _____, 200

Name of Equity Warrant Holder or Assignee (Please Print): _____

Address: _____

Signature: _____

(Signature must conform to name of holder as specified on the face of the Equity Warrant Certificate)

Signature Guaranteed: _____

Signature of Guarantor