

4. Source of Funds (See Instructions)
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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
U.S.

7. Sole Voting Power

	2,838,592 shares(1), (2), (3), (4), (5)
	6,039,021 shares(1), (4), (6)
	4,249,694 shares(1), (2), (3), (4), (5)
	30,120,115 shares(1), (4), (6)
	3,275,924 shares(1), (2), (3), (4), (5), (10)
Number of Shares Beneficially Owned by Each Reporting Person With	24,096,084 shares(1), (4), (6), (10)

8. Shared Voting Power

	25,700 shares(7)
	91,789 shares(6), (7)
	128,500 shares(7)
	458,946 shares(6), (7)
	102,800 shares(7), (10)
	367,156 shares(6), (7), (10)

9. Sole Dispositive Power

	2,838,592
	shares(1),
	(2), (3),
	(4), (5)
	6,039,021
	shares(1),
	(4), (6)
	4,249,694
	shares(1),
Liberty Capital Series A common stock:	(2), (3),
Liberty Capital Series B common stock:	(4), (5)
Liberty Interactive Series A common stock:	30,120,115
Liberty Interactive Series B common stock:	shares(1),
Liberty Entertainment Series A common stock:	(4), (6)
Liberty Entertainment Series B common stock:	3,275,924
	shares(1),
	(2), (3),
	(4), (5),
	(10)
	24,709,084
	shares(1),
	(4), (6),
	(10)

10. Shared Dispositive Power

	25,700
	shares(7)
	91,789
	shares(6),
	(7))
Liberty Capital Series A common stock:	128,500
Liberty Capital Series B common stock:	shares(7)
Liberty Interactive Series A common stock:	
Liberty Interactive Series B common stock:	
Liberty Entertainment Series A common stock:	
Liberty Entertainment Series B common stock:	

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Item 3 of the Schedule 13D is amended and supplemented by adding the following information:

The information contained under Item 4 below is incorporated by reference in this Item 3.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is amended and supplemented to add the following information:

On May 3, 2009, the Issuer and Liberty Entertainment, Inc., a wholly owned subsidiary of the Issuer (“LEI”), entered into an Agreement and Plan of Merger with The DIRECTV Group, Inc. (“DTVG”) and the other parties named therein, as amended on July 29, 2009 (the “Merger Agreement”), pursuant to which, after the Issuer completes the split-off of LEI (the “Split-off”), LEI and DTVG will combine under a new parent company named DIRECTV, which is referred to as “Holdings”. Upon completion by the Issuer of the Split-off, LEI will own certain assets and liabilities currently attributed to the Liberty Entertainment group tracking stock. LEI will be comprised of: (i) all of the shares of common stock, par value \$.01 per share, of DTVG beneficially owned by the Issuer, (ii) Liberty Sports Holdings, which owns three regional sports networks, (iii) a 65% interest in Game Show Network, LLC which in turn owns 100% of FUN Technologies ULC (formerly known as FUN Technologies Inc.), (iv) approximately \$30 million in cash, (v) approximately \$2 billion in debt and (vi) a revolving credit facility from the Issuer providing for an aggregate principal amount of loans at any time outstanding of up to \$300 million.

The Merger Agreement provides that LEI and DTVG will each separately merge with separate subsidiaries of Holdings, an entity recently formed by DTVG in order to effect these transactions. As a result of the mergers, Holdings will become the new public parent company of DTVG and LEI. Holdings will issue two classes of stock: Class A, which will be publicly listed and will entitle each holder of such shares to one vote per share, and Class B,

which will not be publicly listed and which will entitle each holder of such shares to 15 votes per share. The holders of the common stock of DTVG will be entitled to receive one share of Holdings Class A common stock for each share of DTVG common stock held. The holders of LEI Series A common stock will be entitled to receive 1.11111 shares of Holdings Class A common stock for each share of LEI Series A common stock held by them (as adjusted pursuant to the Merger Agreement) and the holders of LEI B common stock (other than the Malones) will be entitled to receive 1.11111 shares of Holdings Class A common stock for each share of LEI Series B common stock held by them (as adjusted pursuant to the Merger Agreement).

Pursuant to a Voting and Right of First Refusal Agreement dated as of May 3, 2009, as amended on July 29, 2009, among the Malones, LEI, DTVG and DIRECTV (the “Malone Agreement”), the Malones will receive 1.11111 shares of DIRECTV Class B common stock for each share of LEI Series B common stock held by them (as adjusted pursuant to the Merger Agreement).

Under the terms of the Malone Agreement, the Malones also agreed to, among other things:

- vote their shares of Liberty Entertainment common stock as well as any shares of Liberty Entertainment common stock acquired by them after May 3, 2009 in favor of the Split-Off, against any alternative LEI takeover proposal and against any action or agreement that would reasonably be expected to prevent, prohibit or materially delay the consummation of the Split-Off or the mergers;
- limit their voting rights, only with respect to their shares of Holdings Class B common stock, to 24% of the total voting power of Holdings common stock (with any voting power attributable to such shares in excess of 24% to be voted on a pro rata basis in the same manner as the votes of the non-Malone stockholders of Holdings);
- not acquire any additional shares or take certain actions with respect to such acquisitions (with certain exceptions) of Liberty Entertainment common stock (only until the Split-Off), LEI common stock (until the first to occur of the effective time of the mergers, the day after the first anniversary of the Split-Off or the termination of the Malone Agreement in accordance with the terms thereof) or Holdings common stock (until the day after the first anniversary of the Split-Off or the earlier termination of the Malone Agreement in accordance with the terms thereof);
- restrictions on transfer and certain actions with respect to a transfer of certain shares of Liberty Entertainment Series A common stock and all of their shares of Liberty Entertainment Series B common stock (only until the Split-Off) as well as certain shares of LEI Series A common stock and all of their shares of LEI Series B common stock (until the first to occur of the effective time of the mergers, the day after the first anniversary of the Split-Off or the termination of the Malone Agreement in accordance with the terms thereof) and certain shares of Holdings Class A common stock and all of their shares of Holdings Class B common stock (until the day after

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The Malone Agreement will terminate automatically upon termination of the Merger Agreement in accordance with its terms, and for certain other specified reasons after completion of the Mergers.

The above discussion of the terms of the Malone Agreement is qualified in its entirety by reference to the full text of the Malone Agreement, as amended, which is incorporated as Exhibits 7(d) and (e) to this Amendment and incorporated into this Item 4 by reference.

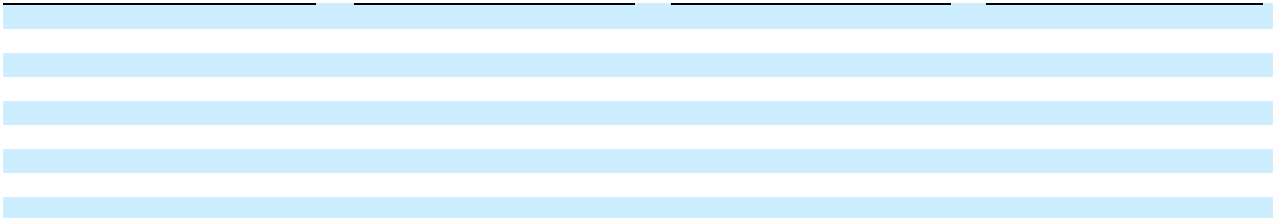
Subject to the foregoing with respect to shares of Liberty Entertainment common stock beneficially owned by Mr. Malone, Mr. Malone may determine to change his intentions with respect to the Issuer at any time in the future and may, for example, elect (i) to acquire additional shares of Common Stock of any class or series in open market or privately negotiated transactions or pursuant to the exercise of stock options or under other compensatory stock plans of the Issuer or (ii) to dispose of all or a portion of his holdings of shares of Common Stock. In reaching any determination as to his future course of action, Mr. Malone will take into consideration various factors, such as the Issuer's business and prospects, other developments concerning the Issuer, other business opportunities available to Mr. Malone, estate planning considerations and general economic and stock market conditions, including, but not limited to, the market price of the Common Stock.

Other than as provided herein, and except as contained in the agreements previously filed as exhibits to the Schedule 13D or as has been publicly announced by the Issuer, Mr. Malone does not have any 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

Item 5 of the Schedule 13D is amended and supplemented to add the following information:

(a) Mr. Malone beneficially owns (without giving effect to the conversion of LCAPB, LINTB or LMDIB shares into LCAPA, LINTA or LMDIA shares, as applicable, or the conversion of options to acquire LCAPB, LINTB or LMDIB shares into options to acquire LCAPA, LINTA or LMDIA shares, as applicable) (i) 2,864,292 LCAPA shares (including (w) 75,252 shares held by his wife as to which he disclaims beneficial ownership, (x) 115,337 shares that may be acquired within 60 days of July 31, 2009 pursuant to stock options, (y) 2,112 restricted shares, none of which are vested or will vest within sixty days of July 31, 2009, and (z) 25,700 shares held by two trusts (the "Trusts") which are managed by an independent trustee, of which the beneficiaries are Mr. Malone's adult children, and in which Mr. Malone has no pecuniary interest and has disclaimed beneficial ownership of, but over which Mr. Malone retains the right to substitute assets held by the Trusts), which represent approximately 3.2% of the outstanding LCAPA shares; (ii) 6,130,810 LCAPB shares (including (x) 170,471 shares held by his wife as to which he disclaims beneficial ownership, (y) 574,270 shares that maybe acquired within 60 days of July 31, 2009 pursuant to stock options, and (z) 91,789 shares held by the Trusts, as to which shares Mr. Malone disclaims beneficial ownership), which represent approximately 92.9% of the outstanding LCAPB shares; (iii) 4,378,194 LINTA shares (including (w) 376,260 shares held by his wife as to which he disclaims beneficial ownership, (x) 520,200 shares that may be acquired within 60 days of July 31, 2009 pursuant to stock options, (y) 4,848 restricted shares, none of which are vested or will vest within sixty days of July 31, 2009, and (z) 128,500 shares held by the Trusts, as to which shares Mr. Malone disclaims beneficial ownership), which represent less than 1% of the outstanding LINTA shares; (iv) 30,579,061 LINTB shares (including (x) 852,358 shares held by his wife as to which he disclaims beneficial ownership, (y) 3,321,351 shares that may be acquired within 60 days of July 31, 2009 pursuant to stock options, and (z) 458,946 shares held by the Trusts, as to which shares Mr. Malone disclaims beneficial ownership), which represent approximately 93.5% of the outstanding LINTB shares; (v) 3,378,724 LMDIA shares (including (w) 301,008 shares held by his wife as to which he disclaims beneficial ownership, (x) 508,629 shares that may be acquired within 60 days of July 31, 2009 pursuant to stock options, (y) 274,658 restricted shares, none of which are vested or will vest within sixty days of July 31, 2009, and (z) 102,800 shares held by the Trusts, as to which shares Mr. Malone disclaims beneficial ownership), which represent less than 1% of the outstanding LMDIA shares; and (vi) 24,463,240 LMDIB shares (including (x) 681,884 shares held by his wife as to which he disclaims beneficial ownership, (y) 2,657,080 shares that may be acquired within 60 days of July 31, 2009 pursuant to stock options, and (z) 367,156 shares held by the Trusts, as to which shares Mr. Malone disclaims beneficial ownership), which represent approximately 92.8% of the outstanding LMDIB shares. The foregoing percentage interests are based on 89,867,563 LCAPA shares, 6,024,724 LCAPB shares, 566,715,847 LINTA shares, 29,393,683 LINTB shares, 495,026,383 LMDIA shares and 23,697,987 LMDIB shares, in each case, in 9,715,847 shares.



transactions in respect of the Common Stock within the last sixty days.

(d) Not Applicable.

(e) Not Applicable.

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

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