

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LNT Merchandising Company, LLC		02/14/2006	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	101 Barclay Street, 21st Floor West
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	934171	LINENS 'N THINGS
Registration Number:	2337611	LNT
Registration Number:	3035124	DREAM BIG. PAY LITTLE.
Serial Number:	78427854	ATTITUDE
Serial Number:	78427863	ATTITUDES
Serial Number:	78438409	HOTEL LIVING
Serial Number:	78425295	LINENS-N-THINGS
Serial Number:	78257756	MAKE YOUR HOME HAPPY
Serial Number:	78389104	SPA-TEX

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-7609

OP \$240.00 934171

900044661

TRADEMARK  
REEL: 003272 FRAME: 0860

Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

009350/0281

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

03/21/2006

Total Attachments: 7

source=LNT-TSI#page1.tif

source=LNT-TSI#page2.tif

source=LNT-TSI#page3.tif

source=LNT-TSI#page4.tif

source=LNT-TSI#page5.tif

source=LNT-TSI#page6.tif

source=LNT-TSI#page7.tif

## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of February 14, 2006, by LNT Merchandising Company, LLC, a Delaware limited liability company ("Pledgor"), in favor of THE BANK OF NEW YORK, in its capacity as Collateral Agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, and right of setoff against all of Pledgor's right, title and interest in, to and under all the following now owned and hereafter acquired Pledged Collateral of such Pledgor ("Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) Trademark Licenses of such Pledgor listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights, protections, immunities and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Remedies. In addition to all other remedies provided in the Security Agreement, the Note Documents, the Intercreditor Agreement or any other related document, Pledgor agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuation of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Pledgor's right, title and interest in, to and under all Trademark Collateral.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same

instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Linens ‘n Things, Inc., Linens Holding Co., Linens ‘n Things Center, Inc., Linens ‘n Things Canada Corp, UBS AG, Stamford Branch, as “Administrative Agent”, UBS AG, Stamford Branch and Wachovia Bank National Association, as co-agents serving as the “US Revolving Credit Collateral Agent”, UBS AG, Canada Branch and Wachovia Capital Finance, Corporation, as co-agents serving as “Canadian Revolving Credit Collateral Agent”, (the Administrative Agent, the US Revolving Credit Collateral Agent and the Canadian Revolving Credit Collateral Agent being referred to collectively as the “Revolving Credit Collateral Agent”), The Bank of New York serving as “Note Lien Collateral Agent” and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

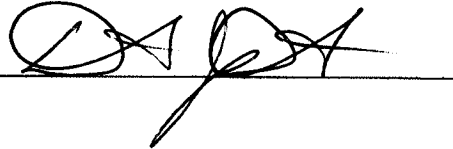
Very truly yours,

LNT Merchandising Company, LLC

By: \_\_\_\_\_

Name:

Title:



Accepted and Agreed:

THE BANK OF NEW YORK,  
as Collateral Agent

By: \_\_\_\_\_

Name:

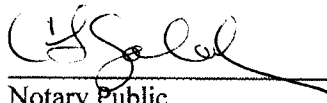
Title:

ACKNOWLEDGMENT OF PLEDGOR

STATE OF New Jersey )  
COUNTY OF Passaic ) ss

CHRISTINE A. GAGLI  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 6, 2007

On the 14 day of February, 2006, before me personally came David J. Dick, who is personally known to me to be the \_\_\_\_\_ of LNT Merchandising, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

LNT Merchandising Company, LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

THE BANK OF NEW YORK,  
as Collateral Agent

By:   
Name: VAN K. BROWN  
Title: VICE PRESIDENT



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES**

**Registered U.S. Trademarks**

<b>Trademark</b>	<b>Owner/Applicant</b>	<b>Status, Country, Classes</b>	<b>App Number Reg Number</b>	<b>App Date Reg Date</b>
LINENS 'N THINGS	LNT Merchandising Company, LLC	Registered, USA, 42 Int.	72/370206 0934171	09-Sep-1970 16-May-1972
LNT	LNT Merchandising Company, LLC	Registered , USA, Int. 20, 24, 27 and 35	75/546927 2337611	01-Sep-1998 04-Apr-2000
DREAM BIG, PAY LITTLE	LNT Merchandising Company, LLC	Registered, USA 35	78/497112 3035124	08-Oct-2004

**Pending U.S. Applications**

<b>Trademark</b>	<b>Owner/Applicant</b>	<b>Status, Country, Classes</b>	<b>App Number Reg Number</b>	<b>App Date Reg Date</b>
ATTITUDE	LNT Merchandising Company, LLC	Pending, USA 21 et al.	78/427854	01-Jun-2004
ATTITUDES	LNT Merchandising Company, LLC	Pending, USA 21 et al.	78/427863	01-Jun-2004
HOTEL LIVING	LNT Merchandising Company, LLC	Pending, USA 24 Int., 25 Int., 27 Int.	78/438409	21-Jun-2004
LINENS-N-THINGS and DESIGN	LNT Merchandising Company, LLC	Pending, USA 35	78/425295	26-May-2004
MAKE YOUR HOME HAPPY	LNT Merchandising Company, LLC	Pending, USA 35	78/257756	03-Jun-2003
SPA-TEX	LNT Merchandising Company, LLC	Published, USA 24 Int., 25 Int., 27 Int.	78/389104	23-Mar-2004

009350-0281-10154-NY03.2500681.1