

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		05/24/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Collateral Agent
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	a national association: UNITED STATES

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76584833	SIMPLE SOLUTIONS
Serial Number:	76655186	DOUBLE COMFORT
Serial Number:	76665182	EVERYDAY BASICS
Serial Number:	78849442	LUXE VERSAILLES
Serial Number:	76659622	MAGIC COMFORT
Serial Number:	76666441	PORTFOLIO
Serial Number:	76668072	SIGNATURE HOME DÉCOR

OP \$315.00 76584833

Serial Number:	76660456	SIMPLE SOLUTIONS
Serial Number:	76668073	SUPER SET
Serial Number:	76669608	SUPER SET
Serial Number:	76665534	URBAN LIVING
Serial Number:	76669884	NEW ATTITUDE

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/06/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 24, 2007, by LNT Merchandising Company LLC ("Pledgor"), in favor of UBS AG, STANFORD BRANCH and WACHOVIA BANK, NATIONAL ASSOCIATION, in their capacities as Collateral Agents pursuant to the Credit Agreement (in such capacity, the "Collateral Agents").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of February 14, 2006 (the "Security Agreement"), in favor of the Collateral Agents pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to comply with its obligations under the Security Agreement, the Pledgor hereby agrees with the Collateral Agents 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 Agents 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 (collectively, the "Trademark Collateral"):

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) Trademark Licenses of 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 Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agents 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.

SECTION 4. Remedies. In addition to all other remedies provided in the Security Agreement or the other Loan Documents, 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 Agents shall promptly (but in any event within five Business Days) execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks 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 Agents pursuant to this Agreement and the exercise of any right or remedy by the applicable 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, Toronto Branch and Wachovia Capital Finance Corporation (Canada), 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, 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,

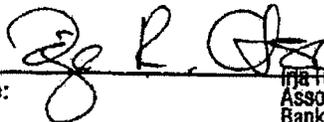
LNT Merchandising Company LLC

By: 
Name: Francis M. Rowan
Title: Senior Vice President and CFO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: David B. Julie
Title: Associate Director
Banking Products
Services, US

By: 
Name: Ina H. Dtsa
Title: Associate Director
Banking Products
Services, US

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, 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: Francis M. Rowan
Title: Senior Vice President and CFO

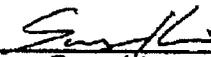
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Sung Kim
Title: Vice President

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered U.S. Trademarks

Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
SIMPLE SOLUTIONS	LNT Merchandising Company LLC	Registered, USA, 20	76/584,833 3,056,000	01-Feb-04 01-Jan-06

Pending U.S. Applications

Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
EVERYDAY BASICS	LNT Merchandising Company LLC	Pending, USA, 27	76/655,186	28-Aug-06
EVERYDAY BASICS (Design)	LNT Merchandising Company LLC	Pending, USA, 20, 24	76/665,182	28-Aug-06
LUXE VERSAILLES	LNT Merchandising Company LLC	Pending, USA, 24	78/849,442	29-Mar-06
MAGIC COMFORT	LNT Merchandising Company LLC	Pending, USA, 24	76/659,622	05-May-06
NEW ATTITUDE	LNT Merchandising Company LLC	Pending, USA, 14, 16, 20, 24	76/669,884	04-Dec-06
PORTFOLIO	LNT Merchandising Company LLC	Pending, USA, 24	76/666,441	22-Dec-06
SIGNATURE HOME DÉCOR	LNT Merchandising Company LLC	Pending, USA, 20, 24	76/668,072	25-Oct-06
SIMPLE SOLUTIONS	LNT Merchandising Company LLC	Pending, USA, 20, 24	76/660,456	23-May-06
SUPER SET	LNT Merchandising Company LLC	Pending, USA, 24	76/668,073	26-Oct-06
SUPER SET	LNT Merchandising Company LLC	Pending, USA, 8, 20, 21, 24, 27	76/669,608	28-Nov-06
URBAN LIVING	LNT Merchandising Company LLC	Pending, USA, 20, 24	76/665,534	01-Sep-06

Trademark Licenses

Not Applicable