TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lord & Taylor LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
LT Card Company LLC		10/18/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Lord & Taylor Holdings LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
LT Personnel Contracts LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
Creative Design Studios, LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	401 Merritt Seven
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1720961	AMERICA'S DRESS ADDRESS
Registration Number:	2043088	AMERICA'S SUIT ADDRESS
Registration Number:	2586437	ANGEL FISH
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	1809802	CAFE 424
Registration Number:	2887408	CONTEXT
Registration Number:	2647147	FREE TERRITORIES

OP $615.00 1720961

Registration Number:	2589701	GLOBAL I.D.
Registration Number:	2722011	GRANT THOMAS
Registration Number:	2946072	ID ENTITY
Registration Number:	2927965	IDENTITY
Registration Number:	2096541	JUST IN TIME
Registration Number:	2740035	JUST LIKE MOM!
Registration Number:	2521282	KATE HILL
Registration Number:	2979065	LORD & TAYLOR REWARDS
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	0222001	LORD & TAYLOR
Registration Number:	2589693	MOONBEAMS
Registration Number:	2589694	SPOTTED FROG
Serial Number:	78545890	GLIMPSE
Serial Number:	77055403	CONTEXT
Serial Number:	78277849	424 SHOP
Serial Number:	77102322	DELIVER THE JOY

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8464

Email: paula.mazzeo@bingham.com

Correspondent Name: Paula A. Mazzeo

Address Line 1: 150 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	10/19/2007

Total Attachments: 9

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2007, by LORD & TAYLOR LLC, a Delaware limited liability company, LT CARD COMPANY LLC, a Virginia limited liability company, LORD & TAYLOR HOLDINGS LLC, a Delaware limited liability company, LT PERSONNEL CONTRACTS LLC, a Delaware limited liability company, and CREATIVE DESIGN STUDIOS, LLC, a Delaware limited liability company (each, individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Guaranty and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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 Credit Agreement, the Pledgors hereby agree 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following now owned or hereafter acquired Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgors 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 5. 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.

[Remainder of page left intentionally blank]

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

Pledgors:

LORD & TAYLOR LLC

By: Michael G. Culhane Jr
Name: MICHAEL G. CULHANE
Title: exec. VP / CFO

LT CARD COMPANY LLC

By: Michael G. Culhane Jr
Name: MICHAEL G. CULHANE
Title: exec VP / CFO

LORD & TAYLOR HOLDINGS LLC

By: Michael G. Culhane Jr
Name: MICHAEL G. CULHANE
Title: exec VP / CFO

LT PERSONNEL CONTRACTS LLC

By: Michael G. Culhane Jr
Name: MICHAEL G. CULHANE
Title: exec VP / CFO

CREATIVE DESIGN STUDIOS, LLC

By: Michael G. Culhane Jr
Name: MICHAEL G. CULHANE
Title: exec VP / CFO

TRADEMARK
REEL: 003643 FRAME: 0110

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: _____
Name: MARK J. FORT
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Lord & Taylor Trademark & Service Mark Registration Certificates (Original) Previously Owned by May Department Stores International, Inc. ("MDSI") and Federated Retail. Now Owned by Lord & Taylor LLC

Mark and Reg. Number	Owner
America's Dress Address Reg. #1,720,961	Lord & Taylor LLC
America's Suit Address Reg. #2,043,088	Lord & Taylor LLC
Angel Fish Reg. #2,586,437	Lord & Taylor LLC
Beauty. Now Reg. #2,929,831	Lord & Taylor LLC
Beauty. Now Reg. #2,696,590	Lord & Taylor LLC
Cafe 424 Reg. #1,809,802	Lord & Taylor LLC
Context Reg. #2,887,408	Lord & Taylor LLC
Free Territories Reg. #2,647,147	Lord & Taylor LLC
Global I.D. Reg. #2,589,701	Lord & Taylor LLC
Grant Thomas Reg. #2,722,011	Lord & Taylor LLC
id/entity Reg. #2,946,072	Lord & Taylor LLC

Mark and Reg. Number	Owner
IDENTITY Reg. #2,927,965	Lord & Taylor LLC
Just In Time Reg.#2,096,541	Lord & Taylor LLC
Just Like Mom! Reg. #2,740,035	Lord & Taylor LLC
Kate Hill Reg. #2,521,282	Lord & Taylor LLC
Lord & Taylor Rewards Reg. #2,979,065	Lord & Taylor LLC
Lord & Taylor Reg. #1,960,413	Lord & Taylor LLC
Lord & Taylor Reg. #222,001	Lord & Taylor LLC
Lord & Taylor Mexican Reg. #651,608	Lord & Taylor LLC

Mark and Reg. Number	Owner
Lord & Taylor Mexican Reg. #669,694	Lord & Taylor LLC
Moonbeams Reg. #2,589,693	Lord & Taylor LLC
Spotted Frog Reg. #2,589,694	Lord & Taylor LLC

Lord & Taylor Pending Trademark Applications Filed with the U.S. Patent & Trademark Office

Trademark and Serial Number	Owner
Glimpse Serial #78/545,890	Lord & Taylor LLC
Context Reg. # 77055403	Lord & Taylor LLC
424 Shop Serial #78/277,849	Lord & Taylor LLC
Deliver the Joy # 77/102322	Lord & Taylor LLC

Lord & Taylor Canadian Trademarks Filed with Canadian Authorities

Trademark and Serial Number	Owner
Lord & Taylor Reg.#TMA669,169	Lord & Taylor LLC
Lord & Taylor App.#1,314,477	Lord & Taylor LLC

Lord & Taylor Pending Trademark Applications Filed with the Chinese Authorities

Trademark and Serial Number	Owner
Angel Fish App.#4233537	Lord & Taylor LLC
Context App.#4306043	Lord & Taylor LLC
Global I.D. App.#4306041	Lord & Taylor LLC
Grant Thomas App.#4233737	Lord & Taylor LLC
Grant Thomas Reg.#4233736	Lord & Taylor LLC
Grant Thomas App.#4233735	Lord & Taylor LLC
Grant Thomas App.#4233734	Lord & Taylor LLC
Grant Thomas App.#4233733	Lord & Taylor LLC
Grant Thomas App.#4233732	Lord & Taylor LLC
Grant Thomas Reg.#4233731	Lord & Taylor LLC
Kate Hill App.#4233689	Lord & Taylor LLC
Lord & Taylor App.#4233688	Lord & Taylor LLC
Lord & Taylor	Lord & Taylor LLC

App.#4233687	
Lord & Taylor App.#4233686	Lord & Taylor LLC
Lord & Taylor App.#4233685	Lord & Taylor LLC
Lord & Taylor App.#4233684	Lord & Taylor LLC
Moon Beams App.#4233534	Lord & Taylor LLC
Spotted Frog App.#4233535	Lord & Taylor LLC
Spotted Frog App.#4233536	Lord & Taylor LLC

Lord & Taylor Registered Domain Names

Domain Name	Registration	Expiration Date	Owner
grantthomas.biz	11/15/01	11/18/08	Lord & Taylor LLC
grantthomas.us	4/19/02	4/18/10	Lord & Taylor LLC
katehill.biz	11/15/01	11/18/08	Lord & Taylor LLC
katehill.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylor.biz	11/15/01	11/18/08	Lord & Taylor LLC
lordandtaylor.com	12/12/95	12/11/08	Lord & Taylor LLC
lordandtaylor.info	9/14/01	9/14/09	Lord & Taylor LLC
lordandtaylor.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylorgifts.com	4/24/00	4/24/10	Lord & Taylor LLC
lordandtaylorgifts.us	4/24/02	4/23/10	Lord & Taylor LLC
lordandtaylorweddings.biz	11/15/01	11/18/06	Lord & Taylor LLC
lordandtaylorweddings.com	8/4/99	8/4/09	Lord & Taylor LLC
lordandtaylorweddings.info	9/13/01	9/13/09	Lord & Taylor LLC
lordandtaylorweddings.us	4/24/02	4/23/10	Lord & Taylor LLC
Lordandtaylor.net	9/26/06	9/26/08	Lord & Taylor LLC
lordandtaylor.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylor.mobi	9/26/06	9/26/08	Lord & Taylor LLC