

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
Linens Holding Co.		10/24/2007	COMPANY:
Linens 'N Things, Inc.		10/24/2007	CORPORATION:
Linens 'N Things Center, Inc.		10/24/2007	CORPORATION:
Bloomington, MN., L.T., Inc.		10/24/2007	CORPORATION:
Vendor Finance, LLC		10/24/2007	LIMITED LIABILITY COMPANY:
LNT, Inc.		10/24/2007	CORPORATION:
LNT Services, Inc.		10/24/2007	CORPORATION:
LNT Leasing II, LLC		10/24/2007	LIMITED LIABILITY COMPANY:
LNT West, Inc.		10/24/2007	CORPORATION:
LNT Virginia, LLC		10/24/2007	LIMITED LIABILITY COMPANY:
LNT Merchandising Company LLC		10/24/2007	LIMITED LIABILITY COMPANY:
LNT Leasing III, LLC		10/24/2007	LIMITED LIABILITY COMPANY:
Citadel LNT, LLC		10/24/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt 7
Internal Address:	General Electric Capital Corporation
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 21

900090319

**TRADEMARK
 REEL: 003648 FRAME: 0217**

OP \$540.00 0934171

Property Type	Number	Word Mark
Registration Number:	0934171	LINENS 'N THINGS
Registration Number:	2337611	LNT
Registration Number:	3163479	SPA-TEX
Registration Number:	3065133	LINENS-N-THINGS
Registration Number:	3056000	SIMPLE SOLUTIONS
Registration Number:	3077667	HOTEL LIVING
Registration Number:	3035124	DREAM BIG. PAY LITTLE.
Serial Number:	78427854	ATTITUDE
Serial Number:	78427863	ATTITUDES
Serial Number:	76677582	GENESIS
Serial Number:	76665182	EVERYDAY BASICS
Serial Number:	78849442	LUXE VERSAILLES
Serial Number:	76659622	MAGIC COMFORT
Serial Number:	76669884	NEW ATTITUDE
Serial Number:	76660456	SIMPLE SOLUTIONS
Serial Number:	76668073	SUPER SET
Serial Number:	76669608	SUPER SET
Serial Number:	76665534	URBAN LIVING
Serial Number:	76666441	PORTFOLIO
Serial Number:	76678937	GENESIS COTTON
Registration Number:	3252734	EVERYDAY BASICS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8084
Email: ashley.scibelli@bingham.com
Correspondent Name: Ashley B. Scibelli
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	10/26/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 24, 2007, by LINENS 'N THINGS, INC. ("LNT"), and each affiliate thereof identified on the signature pages attached hereto (the foregoing collectively, the "Pledgors" and each, individually, a "Pledgor"), 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, each Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which such 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 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 continuing security interest in, and right of setoff against all of such 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 Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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, each 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 such 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 promptly (but in any event within five Business Days) 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 Trademark Collateral 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 Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. 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, each 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.

Pledgors

LINENS HOLDING CO.

By: [Signature]
Name:
Title:

LINENS 'N THINGS, INC.

By: [Signature]
Name:
Title:

LINENS 'N THINGS CENTER, INC.

By: [Signature]
Name:
Title:

BLOOMINGTON, MN., L.T., INC.

By: [Signature]
Name:
Title:

VENDOR FINANCE, LLC

By: [Signature]
Name:
Title:

LNT, INC.

By: [Signature]
Name:
Title:

LINENS 'N THINGS SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT

LNT SERVICES, INC.

By: [Signature]
Name:
Title:

LNT LEASING II, LLC

By: [Signature]
Name:
Title:

LNT WEST, INC.

By: [Signature]
Name:
Title:

LNT VIRGINIA LLC

By: [Signature]
Name:
Title:

LNT MERCHANDISING COMPANY LLC

By: [Signature]
Name:
Title:

LNT LEASING III, LLC

By: [Signature]
Name:
Title:

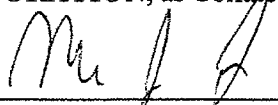
CITADEL LNT, LLC

By: [Signature]
Name:
Title:

Accepted and Agreed:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Collateral Agent

By: _____



Name: Mark J. Forti

Title: Duly authorized signatory

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
LINENS 'N THINGS	LNT Merchandising Company, LLC	Registered, USA, 42 Int.	72/370206 934171	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
SPA-TEX	LNT Merchandising Company, LLC	Registered, USA 24 Int., 25 Int., 27 Int.	78/389104 3163479	23-Mar-2004 24-Oct-2006
LINENS-N-THINGS and DESIGN	LNT Merchandising Company, LLC	Registered, USA 35	78/425295 3065133	26-May-2004 7-Mar-2006
SIMPLE SOLUTIONS	LNT Merchandising Company, LLC	Registered, USA, 20	76/584,833 3056000	2-Apr-2004 31-Jan-2006
HOTEL LIVING	LNT Merchandising Company, LLC	Registered, USA 24 Int., 25 Int., 27 Int.	78/438409 3077667	21-Jun-2004 4-Apr-2006
DREAM BIG, PAY LITTLE	LNT Merchandising Company, LLC	Registered, USA 35	78/497112 3035124	08-Oct-2004 27-Dec-2005
EVERYDAY BASICS	LNT Merchandising Company, LLC	Registered	76-665186 3252734	28-Aug-2006
Pending U.S. Applications				
Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
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
GENESIS & DESIGN	LNT Merchandising	New, Pending, USA 22, 23, 24	76/677,582	29-May-2007

(ITU)	Company, LLC			
EVERYDAY BASICS (DESIGN)	LNT Merchandising Company, LLC	New, Pending, US, 20,24	76-665182	28-Aug-2006
LUXE VERSAILLE S	LNT Merchandising Company, LLC	New, Pending, US, 24	78-849442	29-Mar-2006
MAGIC COMFORT	LNT Merchandising Company, LLC	New, Pending, US, 24	76-659622	5-May-2006
NEW ATTITUDE	LNT Merchandising Company, LLC	New, Pending, US, 14,16, 20, 24	76-669884	4-Dec-2006
SIMPLE SOLUTIONS	LNT Merchandising Company, LLC	New, Pending, US, 20, 24	76-660456	23-May-2006
SUPER SET	LNT Merchandising Company, LLC	New, Pending, US, 24	76-668073	26-Oct-2006
SUPER SET	LNT Merchandising Company, LLC	New, Pending, US, 8, 20, 21, 24, 27	76-669608	28-Nov-2006
URBAN LIVING	LNT Merchandising Company, LLC	New, Pending, US, 20, 24	76-665534	1-Sep-2006
PORTFOLIO	LNT Merchandising Company LLC	Pending, USA, 24	76-666,441	22-Sept-06
Genesis Cotton	LNT Merchandising Company LLC	Pending, USA, 22, 23, 24	76-678937	29-Jun-07

Registered Foreign Trademarks				
Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
Linens 'n Things	LNT Merchandising Company, LLC	Registered, Canada	0885316	1998-Jul-22
			TMA548162	2001-Jul-13
LNT	LNT Merchandising Company, LLC	Registered, Canada	1137576	2002-Apr-16
			TMA596581	2003-Dec-04
Pending Foreign Applications				
Trademark	Owner/Applicant	Status, Country	App Number Reg Number	App Date Reg Date

ATTITUDE	LNT Merchandising Company, LLC	Pending Canada	1237174	15-Nov-2004
ATTITUDES	LNT Merchandising Company, LLC	Pending Canada	1237170	15-Nov-2004
NEW ATTITUDE	LNT Merchandising Company, LLC	New, Awaiting First Office Action , Canada	1349830, (14, 16, 20, 24)	1-Jun-2007
LINENS 'N THINGS	LNT Merchandising Company, LLC	New, Pending, China	Not yet available, 24	3-Apr-2007
LINENS 'N THINGS	LNT Merchandising Company, LLC	New, Pending, China	Not yet available, 35	3-Apr-2007
LNT	LNT Merchandising Company, LLC	New, Pending, China	Not yet available, 24	3-Apr-2007
LNT	LNT Merchandising Company, LLC	New, Pending, China	Not yet available, 35	3-Apr-2007
EVERYDAY BASICS	LNT Merchandising Company, LLC	New, Pending, Canada	(27)	N/A
EVERYDAY BASICS (DESIGN)	LNT Merchandising Company, LLC	New, Pending, Canada	(20)	N/A
LUXE VERSAILLE S	LNT Merchandising Company, LLC	New, Pending, Canada	(24)	N/A
MAGIC COMFORT	LNT Merchandising Company, LLC	New, Pending, Canada	(24)	N/A
SIMPLE SOLUTIONS	LNT Merchandising Company, LLC	New, Pending, Canada	(20,24)	N/A
SPA-TEX	LNT Merchandising Company, LLC	New, Pending, Canada	(24, 25)	N/A
SUPER SET	LNT Merchandising Company, LLC	New, Pending, Canada	(8, 24)	N/A
URBAN LIVING	LNT Merchandising Company, LLC	New, Pending, Canada	(20,24)	N/A