

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
LNT Merchandising Company, LLC		03/28/2008	LIMITED LIABILITY COMPANY: DELAWARE

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: 5

Property Type	Number	Word Mark
Registration Number:	3116812	COOK AT HOME
Registration Number:	3354298	GOURMET BUFFET
Serial Number:	76683382	ANTHOLOGY
Serial Number:	78907681	GOURMET BUFFET
Serial Number:	76683760	PURE GREEN

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 Scibelli
 Address Line 1: 150 Federal Street
 Address Line 2: Bingham McCutchen LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$140.00 3116812

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	04/04/2008
Total Attachments: 5 source=TM Agt. - Linens#page1.tif source=TM Agt. - Linens#page2.tif source=TM Agt. - Linens#page3.tif source=TM Agt. - Linens#page4.tif source=TM Agt. - Linens#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 28, 2008, by LNT MERCHANDISING COMPANY, LLC ("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")

WITNESSETH

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 24, 2007 (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 comply with its obligations under the Security Agreement, 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. The 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 the Pledgor's right, title and interest in, to and under all the following now owned and hereafter acquired Pledged Collateral of the 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 the 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, the 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 the 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 Pledgor 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.

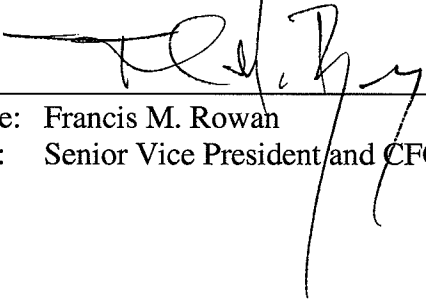
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary; the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of 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, 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.

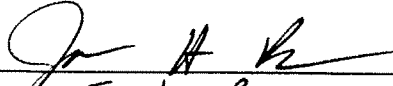
Pledgor:

LNT MERCHANDISING COMPANY, LLC

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

Accepted and Agreed:

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

By: 
Name: Joseph Bert
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
COOK AT HOME (Design)	LNT Merchandising Company, LLC	Registered, USA 21	78/654,137 3,116,812	20-Jun-2005 18-Jul-2006
GOURMET BUFFET	LNT Merchandising Company, LLC	Registered, USA 21	78/907,679 3,354,298	14-Jun-2006 11-Dec-2007
Pending U.S. Applications				
Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
ANTHOLOGY	LNT Merchandising Company, LLC	Pending, USA 24	76/683,382	10/29/07
GOURMET BUFFET	LNT Merchandising Company, LLC	Pending, USA 8	78/907,681	14-Jun-2006
PURE GREEN	LNT Merchandising Company, LLC	Pending, USA 24	76/683,760	7-Nov-2007

Trademark Licenses

Not Applicable