

02-17-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U. S. Pa.

Attached documents or the new address(es) below.

1. Name of conveying party(ies):

LNT Merchandising Company, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation - State: \_\_\_\_\_

☒ Other: limited liability company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 2/2/09

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached? ☒ No

Name: LNT Acquisition, LLC

Internal Address: One Northbrook Place

Street Address: 5 Revere Drive, Ste. 206

City: Northbrook

State: Illinois

Country: USA

Zip: 60091

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other limited liability company Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer S. Sickler

Internal Address: Gardere Wynne Sewell LLP

Street Address: 1000 Louisiana St., Suite 3400

City: Houston

State: Texas Zip: 77002

Phone Number: 713-276-5382

Fax Number: 713-276-6382

Email Address: houston.ip@gardere.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b) & 3.41) \$ 840.00

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment information:

Deposit Account Number 07-0153

If underpayment or overpayment occurs

Authorized User Name Gardere Wynne Sewell LLP

02/13/2009 NJMAM1

40.00 09

800.00 09

9. Signature:

Jennifer S. Sickler  
Signature

Jennifer S. Sickler  
Name of Person Signing

02/13/2009 NJMAM1

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003938 FRAME: 0365

# SCHEDULE A

<u>Trademark</u>	<u>Filing Date</u>	<u>Application Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
AFFORDABLE LUXURY	02/02/06	78/805,616 (Abandoned)	N/A	N/A
ANTHOLOGY	10/29/07	76/683,382	--	--
ATTITUDE	06/01/04	78/427,854	08/05/08	3,482,045
ATTITUDES	06/01/04	78/427,863	--	--
CLASSIC HOME DINING (common law)	--	--	--	--
COASTAL LIVING (common law)	--	--	--	--
COOK AT HOME (Design)	06/20/2005	78/654,137	07/18/06	3,116,812
DAMASK (common law)	--	--	--	--
DIAMOND SATEEN (common law)	--	--	--	--
DREAM BIG. PAY LITTLE.	10/08/04	78/497,112	12/27/05	3,035,124
ECO (common law)	--	--	--	--
E FORCE	02/12/02	76/374,463 (Abandoned)	N/A	N/A
EVERYDAY BASICS	08/28/06	76/665,186	06/19/07	3,252,734
EVERYDAY BASICS (Design)	08/28/06	76/665,182	07/08/08	3,459,942
GENESIS & Design	05/29/07	76/677,582	--	--
GENESIS COTTON	06/29/07	76/678,937	--	--
GOURMET BUFFET	06/14/06	78/907,679	12/11/07	3,354,298
GOURMET BUFFET	06/14/06	78/907,681	04/29/08	3,420,593

<b><u>Trademark</u></b>	<b><u>Filing Date</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
HARVEST (common law)	--	--	--	--
HOTEL LIVING	06/21/04	78/438,409	04/04/06	3,077,667
HOUSE OF THE MILLENNIUM	06/03/03	75/569,603 (Abandoned)	N/A	N/A
IDEAL KITCHEN (common law)	--	--	--	--
IN BLOOM (common law)	--	--	--	--
LINENS 'N THINGS	09/09/70	72/370,206	05/16/72	934,171
LINENS-N-THINGS (Design)	05/26/04	78/425,295	03/07/06	3,065,133
LNT	09/01/98	75/546,927	04/04/00	2,337,611
LNT HOME (common law)	--	--	--	--
LNT RESTAURANT (common law)	--	--	--	--
LUXE VERSAILLES	03/29/06	78/849,442	10/07/08	3,512,570
MAKE YOUR HOME HAPPY	06/03/03	78/257,756 (Abandoned)	N/A	N/A
MAGIC COMFORT	05/05/06	76/659,622	09/23/08	3,505,724
NEW ATTITUDE	12/04/06	76/669,884	01/08/08	3,364,113
PORTFOLIO	09/22/06	76/666,441 (Abandoned)	N/A	N/A
PURE GREEN	11/07/07	76/683,760	--	--
ROOM CONCEPTS (common law)	--	--	--	--
SIGNATURE HOME DÉCOR	10/26/06	76/668,072 (Abandoned)	N/A	N/A
SIMPLE SOLUTIONS	04/02/07	76/584,833	01/31/06	3,056,000
SIMPLE SOLUTIONS	5/23/06	76/660,456 (Abandoned)	N/A	N/A

<u>Trademark</u>	<u>Filing Date</u>	<u>Application Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
SPA (common law)	--	--	--	--
SPA-TEX	03/23/04	78/389,104	10/24/06	3,163,479
SUPER SET	10/26/06	76/668,073	--	--
SUPER SET	11/28/06	76/669,608	--	--
THAT'S A GREAT IDEA	01/28/02	76/364,841 (Abandoned)	N/A	N/A
TROUSSEAU (common law)	--	--	--	--
URBAN LIVING	09/01/06	76/665,534	N/A	N/A
WE BEAT WHITE SALES EVERYDAY	06/06/90	74/066,247 (Abandoned)	11/12/91	1,664,509 (Abandoned)

DALLAS 2008294v.1

## TRADEMARK ASSIGNMENT

WHEREAS, LNT Merchandising Company, LLC ("Assignor"), a Delaware limited liability company, having a principal place of business at 6 Brighton Road, Clifton, New Jersey, 07012, has adopted, used, and/or intends to use, and is the owner of the trademarks and corresponding trademark applications and registrations listed on **Schedule A** attached hereto (collectively, the "Trademarks");

WHEREAS, LNT Acquisition, LLC ("Assignee"), a Delaware limited liability company, with a principal place of business at One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60091, is desirous of acquiring said Trademarks and all goodwill associated therewith, together with that portion of the Assignor's ongoing and existing business to which the Trademarks pertain;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademarks and all goodwill associated with (i) the Trademarks and (ii) that portion of the ongoing and existing business to which the Trademarks pertain, in connection with which the Assignor has a bona fide intent to use the Trademarks, and the right to sue and collect damages for past infringement of the Trademarks, the same to be held and enjoyed by the Assignee, its successors, or other legal representatives.

AND ASSIGNOR FURTHER COVENANTS AND AGREES that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Trademarks in Assignee, its successors, assigns, or other legal representatives, without further compensation but at the expense of Assignee, its successors, or other legal representatives.

EXECUTED THIS 2<sup>nd</sup> day of February, 2009

LNT MERCHANDISING COMPANY, LLC

By: [Signature]

Name: F. David Coder

Title: President and Chief Operating Officer

STATE OF New Jersey §

COUNTY OF Passaic §

BEFORE ME, the undersigned authority, on this day personally appeared F. David Coder, President and Chief Operating Officer of LNT Merchandising Company, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me as an authorized representative of LNT Merchandising Company, LLC, that he/she executed the same as a free act on behalf of said company.

GIVEN UNDER MY HAND and seal of office this 20<sup>th</sup> day of February, 2009.

[Seal]

[Signature: Sandra Twombly McCabe]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF New Jersey

Sandra Twombly McCabe  
2363595  
New Jersey  
My Commission Expires 8-21-2012