

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
Linen Source Acquisition LLC		03/16/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc., as Second Lien Term Loan Administrative Agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3611841	LINENSOURCE ONE DESTINATION. ENDLESS POSSIBILITIES.
Registration Number:	2744175	NIRVANA
Registration Number:	2578026	LINENSOURCE
Registration Number:	2350247	LINEN SOURCE SOFT SUEDES
Registration Number:	1734064	LINEN SOURCE

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 West Wacker Drive
 Address Line 2: Winston & Strawn LLP

CH \$140.00 3611841

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 83507-32

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 03/25/2010

Total Attachments: 5
source=linenamcap2#page1.tif
source=linenamcap2#page2.tif
source=linenamcap2#page3.tif
source=linenamcap2#page4.tif
source=linenamcap2#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of March 16, 2010, by LINEN SOURCE ACQUISITION LLC, a Delaware limited liability company ("Pledgor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as Administrative Agent pursuant to the Note Purchase Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to a Joinder Agreement of even date herewith (the "Joinder"), the Pledgor is party to a Security Agreement dated April 30, 2007 (the "Security Agreement") in favor of the Administrative 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 induce the Administrative Agent to enter into the Joinder, the Pledgor hereby agrees with the Administrative 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 Administrative 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 Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; 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 Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirm that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing

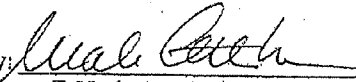
the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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.

[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.

LINEN SOURCE ACQUISITION LLC

By: 

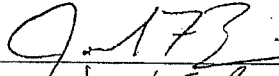
Name: T. Neale Attenborough
Title: Chief Executive Officer

2nd Lien Trademark Security Agreement Signature Page

TRADEMARK
REEL: 004174 FRAME: 0005

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Second Lien Term Loan Administrative
Agent

By: 
Name: Joseph F. Rocco
Title: V.P.

2nd Lien Trademark Security Agreement Signature Page

TRADEMARK
REEL: 004174 FRAME: 0006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Country	Registrant	Mark	Registration No.	Registration Date
U.S. Federal	LINEN SOURCE, INC.	LINENSOURCE ONE DESTINATION. ENDLESS POSSIBILITIES.	3611841	4/28/2009
U.S. Federal	LINEN SOURCE, INC.	NIRVANA	2744175	7/29/2003
U.S. Federal	LINEN SOURCE, INC.	LINENSOURCE	2578026	6/11/2002
U.S. Federal	LINEN SOURCE, INC.	LINEN SOURCE SOFT SUEDES	2350247	5/16/2000
U.S. Federal	LINEN SOURCE, INC.	LINEN SOURCE	1734064	11/17/1992
Community Trademarks	LINEN SOURCE, INC.	LINEN SOURCE SOFT SUEDES	1458975	1/15/2001

Trademark Applications:

None.