

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.), as Administrative Agent		04/25/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Linen Source Acquisition LLC
Street Address:	30 Tozer Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	LIMITED LIABILITY COMPANY: 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: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

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ATTORNEY DOCKET NUMBER:	781677-35
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/25/2011
Total Attachments: 4 source=5-26-11 Am. Capital-Linen Source 3-TM#page1.tif source=5-26-11 Am. Capital-Linen Source 3-TM#page2.tif source=5-26-11 Am. Capital-Linen Source 3-TM#page3.tif source=5-26-11 Am. Capital-Linen Source 3-TM#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April [25], 2011 ("Effective Date") by and between **American Capital, Ltd.** (successor by merger to American Capital Financial Services, Inc.), in its capacity as Administrative Agent (as defined in the Credit Agreement) ("Grantee"), and **Linen Source Acquisition LLC** ("Grantor"). Capitalized terms used but not defined herein have the meanings given to such terms in the Security Agreement (as defined herein).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement ("Trademark Security Agreement") by and between Grantor and Grantee dated March 16, 2010, Grantor granted to Grantee a continuing security interest in and to the Trademarks (as defined in the Security Agreement), Goodwill (as defined in the Security Agreement) associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Property), including, without limitation, those referred to on Schedule I hereto (collectively, the "Trademark Collateral").

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor (each as a "New Pledgor" pursuant to the joinder agreement dated as of March 16, 2010) and Grantee dated as of April 30, 2007 (the "Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 25, 2010 at Reel/Frame 4174/0001; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

American Capital, Ltd. (successor by merger to
American Capital Financial Services, Inc.), as
Administrative Agent

By: _____

Name: Gordon J. O'Brien

Title: President - Specialty Finance
and Operations

[Signature Page to Trademark Release]

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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.