

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
Credit Suisse AG		05/23/2013	Foreign Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Lord & Taylor LLC		
Street Address:	424 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1720961	AMERICA'S DRESS ADDRESS	
Registration Number:	2929831	BEAUTY.NOW	
Registration Number:	2696590	BEAUTY.NOW	
Registration Number:	3963700	BRINGING STYLE HOME	
Registration Number:	1809802	CAFE 424	
Registration Number:	2722011	GRANT THOMAS	
Registration Number:	2096541	JUST IN TIME	
Registration Number:	2521282	KATE HILL	
Registration Number:	1960413	LORD & TAYLOR	
Registration Number:	0222001	LORD & TAYLOR	
Registration Number:	3488202	LORD & TAYLOR	
Registration Number:	3488206	LORD & TAYLOR	
Registration Number:	3978802	LUNCH BREAK!	
Registration Number:	3750379	MY FAVORITE STORE	

TRADEMARK

Registration Number:	3705958	BLACK BROWN 1826
Registration Number:	2927965	IDENTITY
Registration Number:	2946072	ID ENTITY
Registration Number:	2979065	LORD & TAYLOR REWARDS
Registration Number:	4280539	BLACK BROWN 1826
Registration Number:	4150774	JUST MAX
Registration Number:	4150773	SAM & GEORGE
Registration Number:	4150675	SHOP SMART, DO GOOD
Serial Number:	77453199	BLACK BROWN 1826
Serial Number:	77661555	GLIMPSE
Serial Number:	77665426	GLIMPSE

CORRESPONDENCE DATA

Fax Number: 3144801505

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3144801500

Email: michelle.cotton@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 190 Carondelet Plaza, Suite 600

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	59812.46
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NAME OF SUBMITTER:	Alisha Huls
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Signature:	/Alisha Huls/
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Date:	05/24/2013
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Total Attachments: 8

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is made as of May 23, 2013 by Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent (in such capacities, the "**Collateral Agent**") for the Secured Parties under the Guarantee and Collateral Agreement (as hereinafter defined), in favor of the Company (as defined herein). Lord & Taylor LLC and the Pledgors are collectively referred to herein as the "**Company**". Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement.

WHEREAS, the Collateral Agent, the Lenders, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, Moelis & Company LLC, as syndication agent, Lord & Taylor Holdings LLC and certain others entered into that certain amended and restated credit agreement dated as of January 11, 2012 (the "**Credit Agreement**");

WHEREAS, to induce the Collateral Agent, the Lenders, Credit Suisse Securities (USA), Moelis & Company LLC and certain others to enter into the Credit Agreement, the Pledgors executed and delivered, among other things, that certain Guaranty and Collateral Agreement and Lord & Taylor LLC executed and delivered that certain Trademark Security Agreement (the "**Trademark Security Agreement**"), each dated as of January 11, 2012 (collectively, the "**Security Documents**") to secure the complete and timely payment and satisfaction of the Obligations under the Credit Agreement;

WHEREAS, the Security Documents granted the Collateral Agent a security interest in, among other things, certain of the Company's assets, including without limitation, the Trademarks, including without limitation those listed on Schedule I attached hereto;

WHEREAS, the Collateral Agent recorded, among other things, the Trademark Security Agreement at the Assignment Branch of the United States Patent and Trademark Office ("**USPTO**"). Information relating to the date of recordation, the Reel and Frame where the recordings can be located, and the properties involved are identified on Schedule I attached; and

WHEREAS, the Company has satisfied all of the Obligations, except for those Obligations which by their terms survive the termination of the Credit Agreement and the Security Documents, and has requested that the Collateral Agent release all of its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Effective upon the date hereof, the Collateral Agent, on behalf of the Secured Parties, hereby, without representation, warranty or recourse, fully releases and terminates its security interests in and liens on:

- (a) all of the Company's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or misuse thereof, (iii) the right to sue for past, present and future infringements or misuse thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of the Company's business connected with the use of or symbolized by the Trademarks; and
- (c) any and all products and proceeds of any of the foregoing, including, without limitation, (i) any claims by the Company against third parties for past, present or future infringement or misuse of the Trademarks or of any license with respect thereto; or (ii) injury to the goodwill associated with the Trademarks or any license with respect thereto.

The Collateral Agent understands and agrees that this Release may be recorded by or for Company or Company's successor in interest with the USPTO or any other similar office or governmental agency of any other country or territory. The Collateral Agent further agrees, at the sole cost and expense of the Company, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to, the recording, filing and entering into any agreements, documents, forms or papers reasonably required to accomplish such release and termination.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH

By: 

Name: Kevin Buddhew

Title: Authorized Signatory

By: 

Name: Alex Verdone

Title: Authorized Signatory

[Signature Page to Release of Trademarks]

SCHEDULE I
TO
RELEASE OF TRADEMARKS

Filings recorded with the Assignment Branch of the US Patent and Trademark Office namely:

A. Trademark Security Agreement, signed January 11, 2012, by Lord & Taylor LLC, recorded on January 11, 2012, Recorded at Reel/Frame 4696/0946.

US FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Mark and Reg. Number	Owner	Status
America's Dress Address Reg. #1,720,961	Lord & Taylor LLC	Registered
Beauty. Now Reg. #2,929,831	Lord & Taylor LLC	Registered
Beauty. Now Reg. #2,696,590	Lord & Taylor LLC	Registered
Bringing Style Home Reg.#3,963,700	Lord & Taylor LLC	Registered
Cafe 424 Reg. #1,809,802	Lord & Taylor LLC	Registered
Grant Thomas Reg. #2,722,011	Lord & Taylor LLC	Registered
Just In Time Reg.#2,096,541	Lord & Taylor LLC	Registered
Kate Hill Reg. #2,521,282	Lord & Taylor LLC	Registered
Lord & Taylor Reg. #1,960,413	Lord & Taylor LLC	Registered
Lord & Taylor (stylized) Reg. #0,222,001	Lord & Taylor LLC	Registered
Lord & Taylor (stylized) Reg #3,488,202	Lord & Taylor LLC	Registered
Lord & Taylor Reg. #3,488,206	Lord & Taylor LLC	Registered
Lunch Break! Reg.#3,978,802	Lord & Taylor LLC	Registered

Mark and Reg. Number	Owner	Status
My Favorite Store Reg.#3,750,379	Lord & Taylor LLC	Registered
Black Brown 1826 (and Design Reg. # 3,705,958	Lord & Taylor LLC	Registered
IDENTITY Reg. # 2,927,965	Lord & Taylor LLC	Registered Current Status: Cancelled
ID ENTITY Reg. # 2,946,072	Lord & Taylor LLC	Registered Current Status: Cancelled
Lord & Taylor Rewards Reg. # 2,979,065	Lord & Taylor LLC	Registered Current Status: Cancelled
Black Brown 1826 (and Design Reg. # 4,280,539 Serial #85/449,025	Lord & Taylor LLC	Registered
Just Max Reg. # 4,150,774 Serial# 85/089,907	Lord & Taylor LLC	Registered
Sam & George Reg. # 4,150,773 Serial# 85/089,903	Lord & Taylor LLC	Registered
Shop Smart, Do Good Reg. # 4,150,675 Serial# 85/006,217	Lord & Taylor LLC	Registered

Trademark Applications:

Trademark and Serial Number	Owner	Status
Black Brown 1826 (and Design Serial #77/453,199	Lord & Taylor LLC	Allowed Current Status: Abandoned
Glimpse Serial# 77/661,555	Lord & Taylor LLC	Allowed Current Status: Abandoned
Glimpse Serial# 77/665,426	Lord & Taylor LLC	Allowed Current Status: Abandoned

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark and Serial Number	Owner	Status
Lord & Taylor App.#1,314,477 Reg. #TMA714,633	Lord & Taylor LLC	Registered
Lord & Taylor Reg.#TMA669,169	Lord & Taylor LLC	Registered
Black Brown 1826 (and Design) App.#1401,408	Lord & Taylor LLC	Allowed
Black Brown 1826 (and Design) Reg.#TMA796,919	Lord & Taylor LLC	Registered
Kate Hill App.#1394,887	Lord & Taylor LLC	Allowed

CHINESE TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark and Serial Number	Owner	Status
Angel Fish App.#4233537	Lord & Taylor LLC	Registered
Context App.#4306043	Lord & Taylor LLC	Registered
Global I.D. App.#4306041	Lord & Taylor LLC	Registered

Trademark and Serial Number	Owner	Status
Grant Thomas App.#4233737	Lord & Taylor LLC	Registered
Grant Thomas Reg.#4233736	Lord & Taylor LLC	Registered
Grant Thomas App.#4233735	Lord & Taylor LLC	Registered
Grant Thomas App.#4233734	Lord & Taylor LLC	Registered
Grant Thomas App.#4233733	Lord & Taylor LLC	Registered
Grant Thomas App.#4233732	Lord & Taylor LLC	Registered
Grant Thomas Reg.#4233731	Lord & Taylor LLC	Registered
Kate Hill App.#4233689	Lord & Taylor LLC	Registered
Lord & Taylor App.#4233688	Lord & Taylor LLC	Registered
Lord & Taylor App.#4233687	Lord & Taylor LLC	Registered
Lord & Taylor App.#4233686	Lord & Taylor LLC	Registered
Lord & Taylor App.#4233685	Lord & Taylor LLC	Registered
Lord & Taylor App.#4233684	Lord & Taylor LLC	Registered

Trademark and Serial Number	Owner	Status
Moon Beams App.#4233534	Lord & Taylor LLC	Registered
Spotted Frog App.#4233535	Lord & Taylor LLC	Registered
Spotted Frog App.#4233536	Lord & Taylor LLC	Registered

MEXICAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark and Serial/Registration	Owner	Status
Lord & Taylor Mexican Reg. #651,608	Lord & Taylor LLC	Registered
Lord & Taylor Mexican Reg. #669,694	Lord & Taylor LLC	Registered
Lord & Taylor Mexican App. # 1119112	Lord & Taylor LLC	Pending
Lord & Taylor (Design) Mexican App. #1133958	Lord & Taylor LLC	Pending