900275392 12/20/2013

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		12/20/2013	LIMITED LIABILITY
LLC		12/20/2013	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76215957	LINENSOURCE
Serial Number:	74150693	LINEN SOURCE

CORRESPONDENCE DATA

Fax Number: 3123322196

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

via US Mail.

Phone: 312.863.7266

Email: justin.debruyne@goldbergkohn.com

Correspondent Name: Justin DeBruyne

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.006
NAME OF SUBMITTER:	Justin DeBruyne

TRADEMARK
REEL: 005179 FRAME: 0804

76215957

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Signature:	/justin debruyne/	
Date:	12/20/2013	
Total Attachments: 5 source=Linen Source Acquisition LLC#page1.tif source=Linen Source Acquisition LLC#page2.tif source=Linen Source Acquisition LLC#page3.tif source=Linen Source Acquisition LLC#page4.tif source=Linen Source Acquisition LLC#page5.tif		

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Trademark Security Agreement

Trademark Security Agreement, dated as of December <u>20</u>, 2013, by the undersigned pledgors (individually a "<u>Pledgor</u>" and collectively, the "<u>Pledgors</u>"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on <u>Schedule I</u> 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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

TRADEMARK
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Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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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 Title: Chief Financial Officer and Treasurer AGREED TO AND ACCEPTED: TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent

By:_____ Name:_____ Title:

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

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Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent

Name: Matthew Whitcomb

Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
LINENSOURCE	76215957	2578026	6/11/2002
LINEN SOURCE	74150693	1734064	11/17/1992

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RECORDED: 12/20/2013