

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LNT Brands LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware  
Execution Date(s) December 6, 2013

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Israel Discount Bank of New York, as Agent

Internal Address: \_\_\_\_\_

Street Address: 511 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank  Citizenship U.S.A.

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

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

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-952-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

10

7. Total fees (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

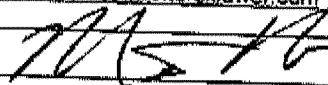
a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature:



Signature

Michael G. Regina  
Name of Person Signing

12/9/2013

Date

Total number of pages including cover sheet, attachments, and document. 30

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



OP \$265.00 3482045

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
ATTITUDE	United States	Application No. 78427854  Registration No. 3482045	Class 11: Lamps, desk lamps, reading lamps  Class 20: Pillows, window blinds, window shades, decorative bead curtains, laundry hampers, picture frames not of precious metal, jewelry boxes not of metal, shelving, shelves for books and media, modular shelving units featuring stackable and removable shelves, step stools, chairs, ottomans, end tables, and beds  Class 24: Bedding and accessories, namely, bed sheets, comforters, blankets, duvets, duvet covers bed spreads, quilts, throws, pillow cases, pillow covers, mattress pads, mattress toppers, bed skirts, canopies; towels, washcloths, shower curtains, table linens, textile napkins, place mats not of paper, unfitted furniture covers, window curtains, textile wall hangings
ATTITUDES	United States	Application No. 78427863  Registration No. 3548174	Class 20: Pillows, window blinds, window shades, decorative bead curtains, laundry hampers, picture frames not of precious metal, jewelry boxes not of metal, shelving, shelves for books and media, modular shelving units featuring stackable and removable shelves, step stools, chairs, ottomans, end tables, and beds  Class 21: Shower caddies, containers for household or kitchen use not of precious metal, household containers for food, towel holders, toilet tissue holders, ironing boards, waste baskets, garbage cans, baskets of wicker, straw and wood; dinnerware; barware, namely,

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
			<p>glasses, shakers, stirrers, decanters, strainers, serving tongs, corkscrews; salt and pepper shakers; ceramics, namely, vases, decorative trays, dishes and serving platters</p> <p>Class 24: Bedding and accessories, namely, bed sheets, comforters, blankets, duvets, duvet covers, bed spreads, quilts, throws, pillow cases, pillow covers, mattress pads, mattress toppers, bed skirts, canopies; towels, washcloths, shower curtains, table linens, textile napkins, place mats not of paper, unfitted furniture covers, window curtains, textile wall hangings</p> <p>Class 27: Bath mats, bath rugs</p>
EVERYDAY BASICS	United States	Application No. 76665186 Registration No. 3252734	Class 27: Rugs, bath rugs, woven rugs, bath mats; rug pads, namely, floor mats in the nature of non-slip pads for use under rugs to prevent slippage
EVERYDAY BASICS & Design 	United States	Application No. 76665182 Registration No. 3459942	<p>Class 20: Shelves, shelving, shelves for books and media, modular shelving units composed primarily of mountable, stackable and/or removable shelves</p> <p>Class 24: Bedding and accessories, namely, comforters, duvets, duvet covers, quilts, bed linens, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, bed blankets, bed pads, throws, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, sheet savers, namely, mattress pads for the purpose of inhibiting or preventing fluid transfer between bedding layers</p>
GENESIS & Design 	United States	Application No. 76677582 Registration	Class 24: Bedding, namely, bed sheets, bed linens, bed sheet sets, bed spreads, comforters, duvets, duvet covers, bed skirts, dust ruffles, blankets, pillow cases, pillow covers, pillow

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
		No. 3598900	shams, towels and washcloths
HOTEL LIVING	United States	Application No. 78438409  Registration No. 3077667	Class 24: Household textile goods, namely, bed linen, bath linen, towels, bed sheets, pillow cases, duvet covers.  Class 27: Bath mats.
LINENS 'N THINGS	United States	Application No. 72370206  Registration No. 934171	U.S. Class 101 (Intl. Class 42): Retail store services in the fields of fabrics, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, bedspreads, shower curtains and other household accessories  Disclaims: LINENS
LNT	United States	Application No. 75546927  Registration No. 2337611	Class 20: Pillows  Class 24: Bed sheets; bed blankets; tablecloths made of fabric; comforters; shower curtains; and bath mats made of fabric  Class 27: Plastic and rubber bath mats  Class 35: Retail store services in the fields of fabrics, yards, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, notions, platters, bedspreads and shower curtains
MAGIC COMFORT	United States	Application No. 76659622  Registration No. 3505724	Class 24: Bedding and accessories, namely, comforters, duvets, duvet covers, quilts, bed linens, bed sheets, bed spreads, bed skirts, bed dust ruffles, blankets, bed pads, throws, pillow cases, pillow covers, pillow shams, mattress pads, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, and sheet savers

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
NEW ATTITUDE	United States	Application No. 76669884  Registration No. 3364113	<p>Class 14: Clocks, namely, wall mounted clocks</p> <p>Class 16: Paper display boxes, photo storage boxes, stationary storage boxes, letter boxes, magnetic boards, memo pads, memo sorters, and memo blocks</p> <p>Class 20: Chairs, ottomans, tables, end tables, mirrors, bookcases, shelves for books and media, modular shelving units composed primarily of mountable, stackable and/or removable shelves; pillows, namely, decorative pillows, head supporting pillows, neck supporting pillows, nursing pillows, and maternity pillows; mirrors; letter boxes</p> <p>Class 24: Bedding and accessories, namely, bedding sets comprising comforters and bed sheets; comforters, bed sheets, duvets, duvet covers, quilts, bed linens, bed spreads, bed skirts, bed shams, dust ruffles, bed blankets, bed pads, throws, pillowcases, pillow covers, decorative pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, and sheet protectors, namely, mattress pads for the purpose of inhibiting or preventing fluid transfer between bedding layers</p>

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 6th day of December, 2013, between LNT BRANDS LLC ("Debtor"), having its chief executive office at 10 West 33rd Street, Suite 900, New York, NY 10001 and ISRAEL DISCOUNT BANK OF NEW YORK ("IDB"), in its capacity as agent for the Lenders (in such capacity, "Agent"), having a place of business at 511 Fifth Avenue, New York, New York 10017.

**WITNESSETH:**

**WHEREAS**, Galaxy Brands LLC, a Delaware limited liability company ("Galaxy") and The Basketball Marketing Company, Inc. ("BMC"), and together with Galaxy, individually and collectively, the "Borrower") have entered into that certain Loan and Security Agreement dated June 8, 2012 (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") with Agent and the financial institutions party thereto as lenders (the "Lenders"), pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Borrower and certain of its affiliates, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

**WHEREAS**, Debtor has guaranteed the prompt payment and performance of all indebtedness and other obligations of the Borrower evidenced by or arising under the Loan Documents as more fully set forth in that Guaranty, dated on or about the date hereof, by Guarantor in favor of Agent and Lenders (as amended, the "Guaranty"); and

**WHEREAS**, as collateral security for the prompt payment and performance of all indebtedness, liabilities and obligations of Debtor and the Borrower under, pursuant to or evidenced by the Loan Agreement, Guaranty and other Loan Documents, Debtor has agreed to grant Agent, for the benefit of Lenders, certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

**1. DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

**2. GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Agent, for the benefit of itself, its affiliates and the Lenders, a collateral security interest in and a general lien upon, and a

conditional assignment of, all of Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all United States trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A (the foregoing marks and corresponding registrations and applications described in this subsection (i) and set forth on Exhibit A hereto shall be hereinafter referred to as the "Registered Trademarks"), (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the Debtor's business connected with the use of each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Debtor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Debtor, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's rights under the Loan Documents.

### 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under the Guaranty, Loan Agreement, the Loan Documents or this Agreement, now or hereafter owing by Debtor to Agent, Lenders or to any affiliate of Agent or Lenders. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Borrowers' account under the Loan Agreement, whether arising under this Agreement, the other Loan Documents or by operation of law and whether incurred by Borrowers as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of

the making of loans and advances and other financial accommodations by Agent and Lenders to Borrowers under the Loan Documents; provided, however, that all references to the "Collateral", "Trademarks", "trademarks" and "Intellectual Property" set forth in this Article 4 (and all representations, warranties, covenants, obligations and other terms appurtenant thereto and otherwise set forth in this Article 4) shall solely apply to the Registered Trademarks (as defined above):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's sole expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Intellectual Property (and, to the extent Debtor finds it advisable in its business, all other registered Trademarks) as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications, except to the extent that (i) the Debtor determines that such Intellectual Property is no longer desirable or economically practicable in the conduct of the Debtor's business and (ii) such discontinuance or abandonment would not reasonably be expected to result in a material adverse effect on the business of the Debtor. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted under the Loan Documents and (ii) the licenses permitted under Section 3(c) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as permitted hereunder or to the extent it would be permitted to do so under the Loan Agreement if it were a "Borrower" thereunder. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's sole expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or, provided it does not contain any of Debtor's confidential information, any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its sole and absolute discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Agent to preserve,



defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests in and conditional assignment of such Trademark in favor of Agent.

(i) Debtor shall not abandon any of the Trademarks and shall not do any act, nor omit to do any act, whereby the Intellectual Property may become invalidated, unenforceable, avoided or avoidable unless (i) the Debtor shall have determined that such Intellectual Property is no longer desirable or economically practicable in the conduct of the Debtor's business and (ii) such discontinuance or abandonment would not reasonably be expected to result in a material adverse effect on the business of the Debtor.

(j) Subject to the terms and conditions hereof, Debtor shall render any assistance, as Agent shall determine is reasonably necessary or advisable, to Agent in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) Except as set forth on Exhibit A-1 hereto, to Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Debtor shall promptly notify Agent if Debtor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Agent, Debtor, at Debtor's sole expense, shall join with Agent in such action as Agent, in Agent's reasonable discretion, may deem advisable for the protection of Agent's interest in and to any or all of the Trademarks, it being understood that the foregoing does not itself preclude Debtor from bringing an action against a person for protection of Debtor's interest in and to such Trademarks.

(l) Debtor assumes all responsibility and liability arising from its use of the Trademarks and Debtor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Debtor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Debtor (or any affiliate thereof). The foregoing

indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent and/or Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Agent, whether provided under the Guaranty, this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or the other Loan Documents:

(a) Agent may require that neither Debtor nor any affiliate of Debtor make any use of the Trademarks for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by Debtor or any affiliate of Debtor or for such other reason as Agent may determine; provided that, without in any way limiting the right of Agent to sell, liquidate or otherwise dispose of any goods existing upon the occurrence of an Event of Default bearing any Trademark in a manner determined by Agent in connection with the enforcement of Agent's security interest in such goods, all such uses of any Trademark shall be used together with such Trademark's associated goodwill and in a manner consistent with Debtor's prior use of such Trademark.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries. Notwithstanding the foregoing, any such license(s) of a Trademark must provide for appropriate quality control standards and for the goodwill to inure solely for the licenses benefit.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not

limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable and documented attorneys' fees and all documented legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Debtor shall remain liable for any such deficiency and shall pay Agent on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent and/or Lenders set forth in the Loan Agreement.

(f) At Agent's request, Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's and Lenders' rights and remedies, whether provided under the Guaranty, this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Debtor and Agent expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Debtor and Agent irrevocably waive all claims, obligations and defenses that Debtor or Agent, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Agent to bring proceedings against Debtor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) AGENT AND DEBTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Debtor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Agent and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and/or Lenders that the losses were the result of Agent's or such Lender's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, to the other party at the address set forth in the Loan Agreement, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(c) Agent shall have the right to assign this Agreement; Debtor shall have no right to assign this Agreement; and this Agreement, the other Loan Documents and any other document referred to herein shall inure to the benefit of and shall bind Agent and Debtor and their respective successors and assigns.

(d) No failure or delay by Agent in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Agent's and Lenders' rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Agent and/or Lenders may have. No waiver by Agent will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by Agent. Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

**LNT BRANDS LLC**

By: Galaxy Brand Holdings, Inc., as sole member

By: \_\_\_\_\_

Name: Eddie Esses

Title: President, Chief Executive Officer and Secretary

**ISRAEL DISCOUNT BANK OF NEW YORK, as Agent**

By: \_\_\_\_\_

Name: George Commander

Title: Senior Vice President

By: \_\_\_\_\_

Name: David Herzog

Title: First Vice President

3213244.1

Trademark Collateral Assignment and Security Agreement

**TRADEMARK**  
**REEL: 005180 FRAME: 0393**

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

LNT BRANDS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ISRAEL DISCOUNT BANK OF NEW YORK as Agent

By: George Commander  
Name: George Commander  
Title: Senior Vice President

By: David Herzog  
Name: David Herzog  
Title: First Vice President

3213244.1

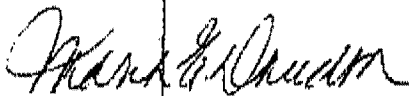
Trademark Collateral Assignment and Security Agreement

TRADEMARK  
REEL: 005180 FRAME: 0394

STATE OF New York )  
COUNTY OF Suffolk ) ss.:

MARIA E. AJMODOVAR  
Notary Public, State of New York  
No. 01AL9086811  
Qualified in Suffolk County  
My Commission Expires 02/03/2015

On the 5 day of December in the year 2013, before me, the undersigned, personally appeared Eddie Esscs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, personally appeared GEORGE COMMANDER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, personally appeared DAVID HERZOG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

3213244.1

Trademark Collateral Assignment and Security Agreement



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 5 day of December in the year 2013, before me, the undersigned, personally appeared GEORGE COMMANDER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GRACE SPINA  
Notary Public State of New York  
No: 01SP6135550  
Qualified in Queens County  
Commission Expires: Oct. 24, 2017  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 5 day of December in the year 2013, before me, the undersigned, personally appeared DAVID HERZOG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GRACE SPINA  
Notary Public State of New York  
No: 01SP6135550  
Qualified in Queens County  
Commission Expires: Oct. 24, 2017  
\_\_\_\_\_  
Notary Public

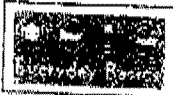
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Trademark Collateral Assignment and Security Agreement

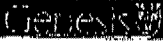
TRADEMARK  
REEL: 005180 FRAME: 0396

**EXHIBIT A TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
ATTITUDE	United States	Application No. 78427854  Registration No. 3482045	Class 11: Lamps, desk lamps, reading lamps  Class 20: Pillows, window blinds, window shades, decorative bead curtains, laundry hampers, picture frames not of precious metal, jewelry boxes not of metal, shelving, shelves for books and media, modular shelving units featuring stackable and removable shelves, step stools, chairs, ottomans, end tables, and beds  Class 24: Bedding and accessories, namely, bed sheets, comforters, blankets, duvets, duvet covers, bed spreads, quilts, throws, pillow cases, pillow covers, mattress pads, mattress toppers, bed skirts, canopies; towels, washcloths, shower curtains, table linens, textile napkins, place mats not of paper, unfitted furniture covers, window curtains, textile wall hangings
ATTITUDES	United States	Application No. 78427863  Registration No. 3548174	Class 20: Pillows, window blinds, window shades, decorative bead curtains, laundry hampers, picture frames not of precious metal, jewelry boxes not of metal, shelving, shelves for books and media, modular shelving units featuring stackable and removable shelves, step stools, chairs, ottomans, end tables, and beds  Class 21: Shower caddies, containers for household or kitchen use not of precious metal, household containers for food, towel holders, toilet tissue holders, ironing boards, waste baskets, garbage cans, baskets of wicker, straw and wood; dinnerware; barware, namely, glasses, shakers, stirrers, decanters, strainers, serving tongs, corkscrews; salt and pepper shakers; ceramics, namely, vases, decorative trays, dishes and serving platters  Class 24: Bedding and accessories, namely, bed sheets, comforters, blankets, duvets, duvet covers, bed spreads, quilts, throws, pillow cases, pillow covers, mattress pads, mattress toppers, bed skirts, canopies; towels, washcloths, shower curtains, table linens, textile napkins, place mats not of paper, unfitted furniture covers, window curtains, textile wall hangings  Class 27: Bath mats, bath rugs
EVERYDAY BASICS	United States	Application No. 76665186  Registration No. 3252734	Class 27: Rugs, bath rugs, woven rugs, bath mats, rug pads, namely, floor mats in the nature of non-slip pads for use under rugs to prevent slippage
EVERYDAY BASICS & Design 	United States	Application No. 76665182  Registration No. 3459942	Class 20: Shelves, shelving, shelves for books and media, modular shelving units composed primarily of mountable, stackable and/or removable shelves  Class 24: Bedding and accessories, namely, comforters, duvets, duvet covers, quilts, bed linens, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, bed blankets, bed pads, throws.



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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
			pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, sheet savers, namely, mattress pads for the purpose of inhibiting or preventing fluid transfer between bedding layers
GENESIS & Design 	United States	Application No. 76677582  Registration No. 3598900	Class 24: Bedding, namely, bed sheets, bed linens, bed sheet sets, bed spreads, comforters, duvets, duvet covers, bed skirts, dust ruffles, blankets, pillow cases, pillow covers, pillow shams, towels and washcloths
HOTEL LIVING	United States	Application No. 78438409  Registration No. 3077667	Class 24: Household textile goods, namely, bed linen, bath linen, towels, bed sheets, pillow cases, duvet covers.  Class 27: Bath mats.
LINENS 'N THINGS	United States	Application No. 72370206  Registration No. 934171	U.S. Class 101 (Int'l. Class 42): Retail store services in the fields of fabrics, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, bedspreads, shower curtains and other household accessories  Disclaims: LINENS
LNT	United States	Application No. 75546927  Registration No. 2337611	Class 20: Pillows  Class 24: Bed sheets; bed blankets; tablecloths made of fabric; comforters; shower curtains; and bath mats made of fabric  Class 27: Plastic and rubber bath mats  Class 35: Retail store services in the fields of fabrics, yards, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, notions, platters, bedspreads and shower curtains
MAGIC COMFORT	United States	Application No. 76659622  Registration No. 3505724	Class 24: Bedding and accessories, namely, comforters, duvets, duvet covers, quilts, bed linens, bed sheets, bed spreads, bed skirts, bed dust ruffles, blankets, bed pads, throws, pillow cases, pillow covers, pillow shams, mattress pads, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, and sheet savers
NEW ATTITUDE	United States	Application No. 76669884  Registration No. 3364113	Class 14: Clocks, namely, wall mounted clocks  Class 16: Paper display boxes, photo storage boxes, stationary storage boxes, letter boxes, magnetic boards, memo pads, memo sorters, and memo blocks  Class 20: Chairs, ottomans, tables, end tables, mirrors, bookcases, shelves for books and media, modular shelving units composed primarily of mountable, stackable and/or removable shelves; pillows, namely, decorative pillows, head supporting

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
			<p>pillows, neck supporting pillows, nursing pillows, and maternity pillows; mirrors: letter boxes</p> <p>Class 24: Bedding and accessories, namely, bedding sets comprising comforters and bed sheets: comforters, bed sheets, duvets, duvet covers, quilts, bed linens, bed spreads, bed skirts, bed shams, dust ruffles, bed blankets, bed pads, throws, pillowcases, pillow covers, decorative pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, and sheet protectors, namely, mattress pads for the purpose of inhibiting or preventing fluid transfer between bedding layers</p>
EVERYDAY BASICS	Canada	Application No. 1455504	<p>Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods, tooth brush holders, soap holders and containers, waste baskets, cups, mirrors, bath accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, vanities, medicine cabinets; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; furniture, namely, ottomans, dining chairs, office furniture, entertainment stands and cabinets, bar stools, patio furniture, occasional chairs, lamps and lamp shades, fireplaces, furniture covers and pads, shelves, shelving, shelves for books and media, area rugs, accent furniture, namely, door mats, wine storage, kids furniture, headboards, luggage racks, coat racks; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art, namely, prints, drawings, paintings, framed art, sculptures, ceramics and figurines, and mirrors, faux botanicals, vases, interior window blinds and fashions, lamps and lamp shades, lighting fixtures, decorative accessories, namely, fountains, fireplace candelabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body</p> <p>Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming</p>
EVERYDAY BASICS	Canada	Application No. 132468800	<p>Wares: Rugs, bath rugs, woven rugs, bath mats; rug pads, namely, floor mats in the nature of non-slip pads for use under</p>

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
		Registration No. TMA719420	rugs to prevent slippage
EVERYDAY BASICS & Design 	Canada	Application No. 132468900  Registration No. TMA757626	Wares: Shelves, shelving, shelves for books and media, modular shelving units featuring mountable, stackable and/or removable shelves, and furniture shelves; bedding and accessories, namely, comforters, duvets, duvet covers, quilts, bed linen, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, blankets, bed pads, throws, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies, bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets, receiving blankets, and sheet savers
GENESIS & Design 	Canada	Application No. 1457274	<i>(amended)</i> Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods, tooth brush holders, soap holders and containers, waste baskets, cups, mirrors; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; area rugs; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art and mirrors, faux botanicals, vases, interior window blinds and fashions, decorative accessories, namely, fountains, fireplace candelabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body.  Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming
GOURMET BUFFET	Canada	Application No. 1455505	Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods.

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
			<p>tooth brush holders, soap holders and containers, waste baskets, cups, mirrors, bath accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, vanities, medicine cabinets; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; furniture, namely, ottomans, dining chairs, office furniture, entertainment stands and cabinets, bar stools, patio furniture, occasional chairs, lamps and lamp shades, fireplaces, furniture covers and pads, shelves, shelving, shelves for books and media, area rugs, accent furniture, namely, door mats, wine storage, kids furniture, headboards, luggage racks, coat racks; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art, namely, prints, drawings, paintings, framed art, sculptures, ceramics and figurines, and mirrors, faux botanicals, vases, interior window blinds and fashions, lamps and lamp shades, lighting fixtures, decorative accessories, namely, fountains, fireplace candelabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body</p> <p>Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming</p>
HOTEL LIVING	Canada	Application No. 1455506	<p>Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods, tooth brush holders, soap holders and containers, waste baskets, cups, mirrors, bath accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, vanities, medicine cabinets; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; furniture, namely, ottomans, dining chairs, office furniture, entertainment stands and cabinets, bar stools, patio furniture, occasional chairs, lamps and lamp shades, fireplaces, furniture covers and pads, shelves, shelving, shelves for books and media, area rugs, accent furniture, namely, door mats, wine storage, kids furniture, headboards, luggage racks, coat racks; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art, namely, prints, drawings, paintings, framed art, sculptures, ceramics and figurines, and mirrors, faux botanicals, vases, interior window</p>

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
			<p>blinds and fashions, lamps and lamp shades, lighting fixtures, decorative accessories, namely, fountains, fireplace candelabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body</p> <p>Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming</p>
LINENS 'N THINGS	Canada	Application No. 1455507	<p>Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods, tooth brush holders, soap holders and containers, waste baskets, cups, mirrors, bath accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, vanities, medicine cabinets; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; furniture, namely, ottomans, dining chairs, office furniture, entertainment stands and cabinets, bar stools, patio furniture, occasional chairs, lamps and lamp shades, fireplaces, furniture covers and pads, shelves, shelving, shelves for books and media, area rugs, accent furniture, namely, door mats, wine storage, kids furniture, headboards, luggage racks, coat racks; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art, namely, prints, drawings, paintings, framed art, sculptures, ceramics and figurines, and mirrors, faux botanicals, vases, interior window blinds and fashions, lamps and lamp shades, lighting fixtures, decorative accessories, namely, fountains, fireplace candelabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body</p> <p>Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming</p>

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
LINENS 'N THINGS	Canada	Application No. 088531600  Registration No. TMA548162	Services: Retail store services in the fields of fabrics, yarns, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, notions, patterns, bedspreads, shower curtains and other household accessories  Disclaims: LINENS
LNT	Canada	Application No. 1455513	Wares: Bedding and accessories, namely, sheets, comforters, quilts, bedspreads, duvets, duvet covers, bed ruffles, pillow shams, bed sheets, bed spreads, bed skirts, bed shams, dust ruffles, beach towels, decorative pillows, blankets, throws, mattress pads, pillows, pillow cases, pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers; bath products and accessories, namely, bath towels and towel ensembles, bath sheets, beach towels, shower curtains, bath rugs, bath mats, robes, shower curtain hooks, rings, and rods, tooth brush holders, soap holders and containers, waste baskets, cups, mirrors, bath accessories, namely, toilet seats, hampers, scales, bath hardware, shower caddies, shower heads, vanities, medicine cabinets; household goods, namely, table linens, napkins, napkin rings, tableware, namely, forks, spoons, and knives; dinnerware, plates and dishes, oven mitts and potholders; furniture, namely, ottomans, dining chairs, office furniture, entertainment stands and cabinets, bar stools, patio furniture, occasional chairs, lamps and lamp shades, fireplaces, furniture covers and pads, shelves, shelving, shelves for books and media, area rugs, accent furniture, namely, door mats, wine storage, kids furniture, headboards, luggage racks, coat racks; household accessories, namely, candles, candle holders, picture frames, photo albums, home fragrances, art, namely, prints, drawings, paintings, framed art, sculptures, ceramics and figurines, and mirrors, faux botanicals, vases, interior window blinds and fashions, lamps and lamp shades, lighting fixtures, decorative accessories, namely, fountains, fireplace candleabras, home and garden figurines, throw rugs, easels, plate holders, jewelry boxes, clocks; kitchen items, namely, blenders, toasters, toaster ovens, bread machines, deep fryers, rice cookers, cookware, kitchen gadgets, plastic food storage containers, glassware, salt and pepper shakers, serving trays, peelers, scrub brushes; body and bath care products, namely, body lotions, body creams, body oils, body powder, body scrub, body splash, body sprays, body washes; liquid soaps for hands, face and body  Services: Retail store services, online retail store services in the fields of fabrics, yarns, notions, patterns, hardware, home furnishings and accessories, bath accessories, bedding, kitchenware and dining accessories, and items for personal care and grooming
LNT	Canada	Application No. 113757600  Registration No. TMA596581	Wares: Plastic and rubber bath mats; bed sheets, bed blankets, tablecloths made of fabric, comforters, shower curtains, bath mats made of fabric; and pillows  Services: Retail store services in the fields of fabrics, rugs, sheets, towels, blankets, pillows, tablecloths, comforters, curtains, draperies and drapery hardware, notions, platters, bedspreads and shower curtains

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TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)
NEW ATTITUDE	Canada	Application No. 134983000  Registration No. TMA733166	Wares: Clocks, namely, wall mounted clocks; paper display boxes, photo storage boxes, stationary storage boxes, letter boxes, magnetic boards, memo pads, memo sorters, and memo blocks; chairs, ottomans, tables, end tables, mirrors, bookcases, shelves for books and media, modular shelving units featuring stackable and removable shelves; pillows, namely decorative pillows, head supporting pillows, neck supporting pillows, nursing pillows, and maternity pillows; mirrors; bedding and accessories, namely, bed-in-a-bag sets comprising comforters and bed sheets, comforters, bed sheets, duvets, duvet covers, quilts, bed linens, bed spreads, bed skirts, bed shams, dust ruffles, blankets, bed pads, throws, pillow cases, pillow covers, decorative pillow covers, pillow shams, mattress pads, mattress toppers, mattress covers, bed canopies; bedding for infants, namely, comforters, crib bumpers, crib sheets, crib dust ruffles, crib blankets and receiving blankets
SPA-TEX	Canada	Application No. 132467800  Registration No. TMA706381	Wares: Bath mats and bath rugs; towels, wash cloths, bed sheets, mattress covers, bed blankets, pillow cases, pillow covers, dish cloths, table cloths not of paper, table mats not of paper, textile napkins, curtains
LINENS 'N THINGS	China	Registration No. 5978324	Class 24: bath mats; beddings; comforters; pillow cases of wool; duvets; bed sheets; bed blankets; tablecloths made of fabric; shower curtains; furniture covers (big); furniture covers made of fabric; furniture cover; wall hanging made of fabric; table cloths made of fabric; dining table cloth (non-paper); towels; ornaments made of fabric; flaxen cloth; quilt; sleeping bags [sheeting]; ticks [mattress covers]; pillow cases
LINENS 'N THINGS	China	Registration No. 5978323	Class 35: Advertising by mail order; import and export agency (for others); sales promotion (for others); mail order (for others); purchasing goods and services for other business; advertising by mail order in the field of home furnishing and accessories, bath accessories, bedding, kitchenware and dining accessories, items for personal care and grooming, draperies and drapery hardware, notions, platters, bedspreads and shower curtains, furniture and furniture accessories, towels and cloths, chinaware, drinking utensils, VCD players, massage chair, hair dryers, curling irons for hair styling, radios, cameras, electrical irons, humidifiers, vacuum cleaners, electrical heaters; air conditioners, binding machines, telephones, gadgets, ornaments
LNT	China	Registration No. 5978366	Class 24: Bed sheets; bed blankets; tablecloths made of fabric; comforters; shower curtains; and bath mats made of fabric (add comforters and other beddings); furniture covers (big); furniture covers made of fabric; furniture cover; wall hanging made of fabric; table cloths made of fabric; dining table cloth (non-paper); towels; ornaments made of fabric; flaxen cloth

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Designated Domain Names

	DOMAIN NAMES	EXPIRATION DATE
1	linensndthings.com	9/14/2014
2	linensnthings.com	8/19/2018
3	linensnthings.net	5/27/2015
4	linensnthings.org	7/25/2014
5	linens-n-things.com	1/31/2015
6	linens-n-things.net	1/31/2015
7	linens-n-things.org	2/1/2015
8	lnt.com	10/5/2014
9	lntbride.com	12/4/2014
10	lntgift.com	12/4/2014
11	lntthings.com	4/13/2014
12	clublnt.com	1/8/2015
13	conciiergeLnt.com	1/8/2015
14	extremelnt.com	1/8/2015
15	linensnthings.biz	9/23/2014
16	lntclub.com	1/8/2015
17	lntconciierge.com	1/8/2015
18	lntextreme.com	1/8/2015

**EXHIBIT A-1  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

The three Trademarks set forth in the chart on Exhibit A above that are registered in the country of China are being infringed and/or otherwise used in an unauthorized manner by certain other trademarks registered in the country of China by a third party.

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**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADEMARK LICENSES**

1. Ecommerce Management Agreement, dated as of December 6, 2013, between Torrey Commerce, Inc., a California corporation, and Galaxy Brands LLC.

**EXHIBIT C**  
**TO**  
**TRADEMARK COLLATERAL ASSIGNMENT**  
**AND SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that LNT BRANDS LLC (“Debtor”), having an office at 10 West 33rd Street, Suite 900, New York, NY 10001, hereby appoints and constitutes ISRAEL DISCOUNT BANK OF NEW YORK (“IDB”), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Debtor and IDB (the “Agreement”), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations,” as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by IDB.

Dated: December \_\_\_\_, 2013

LNT BRANDS LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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Special Power of Attorney

RECORDED: 12/10/2013

TRADEMARK  
REEL: 005180 FRAME: 0409