

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314740

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISRAEL DISCOUNT BANK OF NEW YORK		08/15/2014	BANK: UNITED STATES

RECEIVING PARTY DATA

Name:	LNT BRANDS LLC
Street Address:	10 WEST 33rd STREET, SUITE 900
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3482045	ATTITUDE
Registration Number:	3548174	ATTITUDES
Registration Number:	3252734	EVERYDAY BASICS
Registration Number:	3459942	EVERYDAY BASICS
Registration Number:	3598900	GENESIS
Registration Number:	3077667	HOTEL LIVING
Registration Number:	934171	LINENS 'N THINGS
Registration Number:	2337611	LNT
Registration Number:	3505724	MAGIC COMFORT
Registration Number:	3364113	NEW ATTITUDE

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	F151323
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	08/21/2014
Total Attachments: 4 source=IDBNY-LNT Brands trademark release#page2.tif source=IDBNY-LNT Brands trademark release#page3.tif source=IDBNY-LNT Brands trademark release#page4.tif source=IDBNY-LNT Brands trademark release#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 15, 2014, is made by **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, in favor of **LNT BRANDS LLC (“LNT”)**, having its chief executive office at 10 West 33rd Street, Suite 900, New York, NY 10001.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 8, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”), among LNT, Agent and the lenders party thereto (“Lenders”), made extensions of credit to the LNT and certain of its affiliates upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan and Security Agreement, LNT executed that certain Trademark Collateral Assignment and Security Agreement, dated December 6, 2013 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”; capitalized terms used in this release have the meanings provided in the Trademark Security Agreement) pursuant to which the LNT granted to the Agent, for the benefit of the Lenders, a security interest (the “Security Interest”) in the Trademarks listed in Schedule A;

WHEREAS, the Trademark Security Agreement was recorded with United States Patent and Trademark Office on December 10, 2013 at Reel/Frame 5180/0380;

WHEREAS, LNT satisfied all of the obligations contained in the Trademark Security Agreement, and requests that the Agent release its Security Interest in all right, title and interest of LNT and reassign to LNT its interest in all Collateral, including those Trademarks set forth in Schedule A;

WHEREAS, The Agent, now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at LNT’s sole cost and expense, hereby TERMINATES, RELEASES and DISCHARGES all of its right, title and interest in and to the Security Interest granted to the Agent pursuant to the Trademark Security Agreement, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to LNT and its successors and assigns in association with the Security Interest, and hereby releases LNT and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in all of the Collateral, including:

- (a) in each of the Trademarks, including those set forth in Schedule A, attached hereto and incorporated herein by reference;
- (b) all Trademark Licenses;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Trademark Licenses; and
- (d) all products and proceeds of and rights associated with the foregoing, including any claim by LNT against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, for any injury to the goodwill associated with the use of any Trademark or Trademark License, or for enforcement of any Trademark or Trademark License.

The Agent agrees to provide LNT with any information and additional authorization necessary to effect the release of Israel Discount Bank of New York's Security Interest in the Collateral.

The Agent shall, at the sole cost and expense of LNT, execute and deliver to LNT all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of such Security Interest. The Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

The Agent agrees that any power of attorney or similar rights granted by LNT to the Agent with respect to the Collateral, including those Trademarks identified in Schedule A, or Trademark Licenses pursuant to or in connection with the Trademark Security Agreement is terminated.

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

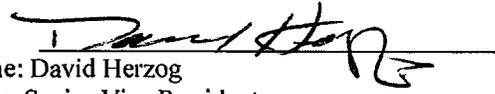
ISRAEL DISCOUNT BANK OF NEW YORK,
as Agent

By:


Name: George Commander

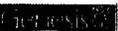
Title: Senior Vice President

By:


Name: David Herzog

Title: Senior Vice President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NO.
United States	ATTITUDE	Application No. 78427854 Registration No. 3482045
United States	ATTITUDES	Application No. 78427863 Registration No. 3548174
United States	EVERYDAY BASICS	Application No. 76665186 Registration No. 3252734
United States	EVERYDAY BASICS & Design 	Application No. 76665182 Registration No. 3459942
United States	GENESIS & Design 	Application No. 76677582 Registration No. 3598900
United States	HOTEL LIVING	Application No. 78438409 Registration No. 3077667
United States	LINENS 'N THINGS	Application No. 72370206 Registration No. 934171
United States	LNT	Application No. 75546927 Registration No. 2337611
United States	MAGIC COMFORT	Application No. 76659622 Registration No. 3505724
United States	NEW ATTITUDE	Application No. 76669884 Registration No. 3364113
Canada	EVERYDAY BASICS	Application No. 1455504
Canada	EVERYDAY BASICS	Application No. 132468800 Registration No. TMA719420
Canada	EVERYDAY BASICS & Design 	Application No. 132468900 Registration No. TMA757626
Canada	GENESIS & Design 	Application No. 1457274
Canada	GOURMET BUFFET	Application No. 1455505
Canada	HOTEL LIVING	Application No. 1455506
Canada	LINENS 'N THINGS	Application No. 1455507
Canada	LINENS 'N THINGS	Application No. 088531600 Registration No. TMA548162
Canada	LNT	Application No. 1455513
Canada	LNT	Application No. 113757600 Registration No. TMA596581
Canada	NEW ATTITUDE	Application No. 134983000 Registration No. TMA733166
Canada	SPA-TEX	Application No. 132467800 Registration No. TMA706381
China	LINENS 'N THINGS	Registration No. 5978324
China	LINENS 'N THINGS	Registration No. 5978323
China	LNT	Registration No. 5978366

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RECORDED: 08/21/2014

TRADEMARK
REEL: 005349 FRAME: 0113