

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596053

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900563610		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LNT Brands LLC		07/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Linens 'n Things Online, Inc		
<b>Street Address:</b>	1680 Michigan Avenue, Suite 700		
<b>City:</b>	Miami Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33139		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0934171	LINENS 'N THINGS	
<b>Registration Number:</b>	5324761	LINENS -N- THINGS	
<b>Registration Number:</b>	4627707	LINENS -N- THINGS	
<b>Registration Number:</b>	2337611	LNT	
<b>Registration Number:</b>	5324047	L-N-T	
<b>Registration Number:</b>	4628889	L-N-T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	2136201780		
<b>Email:</b>	laipdocketing@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard Mullin Richter & Hampton LLP		
<b>Address Line 1:</b>	333 Hope Street, 43rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Scott Miller		
<b>SIGNATURE:</b>	/Scott Miller/		
<b>DATE SIGNED:</b>	09/04/2020		

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of July 2, 2020 (the "Effective Date") by and between LNT Brands LLC, a limited liability corporation formed under the laws of Delaware ("Assignor") and Linens 'n Things Online, Inc., a corporation formed under the laws of the State of Delaware ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor, Assignee and certain other parties named therein have entered into the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee, among other things, all right, title and interest of Assignor in and to all (i) trademarks, service marks, trade names, logos, packaging, product configurations or other designations of origin (common law or otherwise, registered or not registered), registrations and, to the extent assignable, applications therefor (including intent to use applications), as well as all goodwill appurtenant to any or all of the foregoing, (ii) works of authorship whether or not copyrightable and any other copyrights and works, together with all common law rights, and any applications and registrations therefor and (iii) domain names, in each case to the extent primarily related or associated with the Brand "Linens 'n Things," (the "LNT Domain Names"), including the Trademarks, Copyrights and LNT Domain Names set forth on Attachment A attached hereto (together with all goodwill associated therewith and symbolized thereby in each case) (collectively, the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date or payable to the Assignor with respect to any of the foregoing; (d) other rights accruing under the Assigned IP or pertaining thereto Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, all claims, causes of action and enforcement rights with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing as of the date hereof or hereafter.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to

the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in Manhattan, New York County, the State of New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Assignment may be executed by .pdf signature and a .pdf signature shall constitute an original for all purposes.

7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

**LNT BRANDS, LLC**

By: 

Name: David Conn

Title: CEO

Attachment A

(i) trademarks, etc.

See attached.

LINENS N THINGS

Trademark Report By Country

Printed On: 20 May 2020 10:49:39AM

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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**UNITED STATES**


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LNT-00012US	LINENS 'N THINGS	09 Sep 1970 72370206	16 May 1972 934171	REGISTERED
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Goods: 35 - 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

LNT-00006US.01	LINENS -N- THINGS	29 Jan 2014 86975097	31 Oct 2017 5324761	REGISTERED
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Goods: 20 - Mattress toppers; Pillows; Towel racks

21 - Baking dishes; Baskets of wicker, straw, and wood; Ceramic vessels; Containers for household or kitchen use not of precious metal; Cookware, namely, pots and pans; Mugs; Salt and pepper shakers; Shower caddies

24 - Bed blankets; Bed sheets; Bed spreads; Bed throws; Comforters; Pillow cases; Pillow shams; Shams; Towels; Washcloths

27 - Rugs

LNT-00006US.02	LINENS -N- THINGS	29 Jan 2014 86178277	28 Oct 2014 4627707	REGISTERED
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REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED STATES continued.....

LINENS -N- THINGS continued.....

Goods: 35 - On-line retail store services featuring household products, including cutlery and hand tools for kitchen use, cooking utensils, lightings, paper and plastic bags and liners, pillow and mirrors, furniture, including, beds, Bookcases, Chairs, Decorative 3D pillows and cushions, Decorative bead curtains, End tables, Head supporting pillows, Maternity pillows, Mattress toppers, Mirrors, Mirrors, Neck-supporting pillows, Non-metal step stools, Nursing pillows, Ottomans, Picture frames, Pillows, Shelves for books, Shelves for storage, Shelving, Towel racks, Towel stands, household utensils, housewares and glasses, including, baking dishes, Baskets of wicker, straw, and wood, Ceramic sculptures, vases, vessels, bowls, plates and pots, Cocktail glasses, Cocktail shakers, Cocktail stirrers, Containers for household or kitchen use not of precious metal, Cookware, namely, pots and pans, Corkscrews, Decanters, Dinnerware, Drinking glasses, Garbage cans, Household containers for foods, Ironing boards, Laundry hampers for domestic or household use, Mugs, Salt and pepper shakers, Serving tongs, Serving trays not of precious metal, Shower caddies, Toilet tissue holders, Waste baskets, Wine strainers, textile covers for household use, fabrics, including, Baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper, Bed blankets, Bed canopies, Bed covers, Bed linen, Bed pads, Bed sheets, Bed skirts, Bed spreads, Bed throws, Children's bed sheets, pillow cases, and blankets, Comforters, Crib bumpers, Crib sheets, Dust ruffles, Mattress covers, Mattress pads, Pillow cases, Pillow covers, Pillow shams, Place mats, not of paper, Receiving blankets, Shams, Shower curtains, Table linen, Table napkins of textile, Textile napkins for removing make-up, Textile wall hangings, Towels, Unfitted furniture covers not of paper, Washcloths, Window curtains, apparel, including, aprons, Baby bibs not of paper, Bathrobes, Coverups, Dusters, Halloween costumes and masks sold in connection therewith, Head scarves, Sleep masks, bags, including All-purpose carrying bags, Baby carrier covers specially adapted for baby carriers worn on the body, Baby carriers worn on the body, Baby carrying bags, Carry-all bags, Diaper bags, Dog apparel, Drawstring bags, Garment bags for travel, Messenger bags, Overnight bags, Pouch baby carriers, School bags, Shoulder bags, Tote bags, Travel bags, Umbrellas, carpets, mats and wall hangings, including, Bath mats, Floor mats in the nature of non-slip pads for use under apparatus to prevent slippage, Non-slip mats for baths, Plastic bath mats, Rubber bath mats, and Rugs

LNT-00007US	LNT	01 Sep 1998 75546927	04 Apr 2000 2337611	REGISTERED
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Goods: 20 - Pillows  
24 - Bed sheets; bed blankets; tablecloths made of fabric; comforters; shower curtains; and bath mats made of fabric  
27 - Plastic and rubber bath mats  
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

LNT-00008US	L-N-T	13 Feb 2014 86192614	31 Oct 2017 5324047	REGISTERED
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Goods: 21 - Baking dishes; Baskets of wicker, straw, and wood; Ceramic vessels; Containers for household or kitchen use not of precious metal; Cookware, namely, pots and pans; Mugs; Salt and pepper shakers; Shower caddies  
24 - Mattress pads; Pillow cases; Pillow shams; Towels; Washcloths

LNT-00008US.01	L-N-T	13 Feb 2014 86975158	28 Oct 2014 4628889	REGISTERED
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Goods: 35 - On-line retail store services featuring household products, including cutlery and hand tools for kitchen use, cooking utensils, lightings, paper and plastic bags and liners, pillow and mirrors, furniture, including, beds, Bookcases, Chairs, Decorative 3D pillows and cushions, Decorative bead curtains, End tables, Head supporting pillows, Maternity pillows, Mattress toppers, Mirrors, Mirrors, Neck-supporting pillows, Non-metal step stools, Nursing pillows, Ottomans, Picture frames, Pillows, Shelves for books, Shelves for storage, Shelving, Towel racks, Towel stands, household utensils, housewares and glasses, including, baking dishes, Baskets of wicker, straw, and wood, Ceramic sculptures, vases, vessels, bowls, plates and pots, Cocktail glasses, Cocktail shakers, Cocktail stirrers, Containers for household or kitchen use not of precious metal, Cookware, namely, pots and pans, Corkscrews, Decanters, Dinnerware, Drinking glasses, Garbage cans, Household containers for foods, Ironing boards, Laundry hampers for domestic or household use, Mugs, Salt and pepper shakers, Serving tongs, Serving trays not of precious metal, Shower caddies, Toilet tissue holders, Waste baskets, Wine strainers, textile covers for household use, fabrics, including, Baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and diaper changing pad covers not of paper, Bed blankets, Bed canopies, Bed covers, Bed linen, Bed pads, Bed sheets, Bed skirts, Bed spreads, Bed throws, Children's bed sheets, pillow cases, and blankets, Comforters, Crib bumpers, Crib sheets, Dust ruffles, Mattress covers, Mattress pads, Pillow cases, Pillow covers, Pillow shams, Place mats, not of paper, Receiving blankets, Shams, Shower curtains, Table linen, Table napkins of textile, Textile napkins for removing make-up, Textile wall hangings, Towels, Unfitted furniture covers not of paper, Washcloths, Window curtains, apparel, including, aprons, Baby bibs not of paper, Bathrobes, Coverups, Dusters, Halloween costumes and masks sold in connection therewith, Head scarves, Sleep masks, bags, including All-purpose carrying bags, Baby carrier covers specially adapted for baby carriers worn on the body, Baby carriers worn on the body, Baby carrying bags, Carry-all bags, Diaper bags, Dog apparel, Drawstring bags, Garment bags for travel, Messenger bags, Overnight bags, Pouch baby carriers, School bags, Shoulder bags, Tote bags, Travel bags, Umbrellas, carpets, mats and wall hangings, including, Bath mats, Floor mats in the nature of non-slip pads for use under apparatus to prevent slippage, Non-slip mats for baths, Plastic bath mats, Rubber bath mats, and Rugs

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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END OF REPORT

TOTAL ITEMS SELECTED = 42