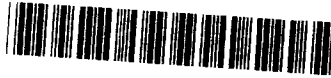


05-31-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

F



103218605

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

LNT Services, Inc., LNT Merchandising Company, LLC and
Bloomington, M.N., L.T., Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware and Minnesota
☒ Other LLC - Delaware

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 14, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal _____

Address: _____

Street Address: 677 Washington Boulevard

City: Stamford

State: Connecticut

Country: USA Zip: 06901

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship Switzerland

☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See continuation to Items 2 and 4 attached hereto

B. Trademark Registration No.(s)

See continuation to Items 2 and 4 attached 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 attached Schedule

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

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: _____

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gayle D. Grocke

Signature

5/25/2006

Date

06/01/2006 DBYRNE 00000001 78427854

Gayle D. Grocke

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document: 11

01 FC:8521

02 FC:8522

03 FC:8523

Documents to be filed (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

60:0144 06 MAY 2006

Continuation of Items 2 and 4 to Trademark Recordation Form Cover Sheet

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as Collateral Agent
Street Address: 1133 Avenue of the Americas
City: New York
State: New York
Country: USA Zip: 10036
Association: National

4. Application numbers or registration numbers and identification or description of the Trademarks:

A. Trademark Application No.(s):

78/427854
78/427863
78/438409
78/425295
78/257756
78/389104

B. Trademark Registration No.(s):

0934171
2337611
3035124

Trademark Security Agreement

Trademark Security Agreement, dated as of February 14, 2006, by LNT

Services, Inc., a Delaware corporation, LNT Merchandising Company, LLC, a Delaware limited liability company, and Bloomington, M.N., L.T., Inc., a Minnesota corporation (each a “Pledgor,” and collectively the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH and WACHOVIA BANK, NATIONAL ASSOCIATION in their capacities as Collateral Agents pursuant to the Credit Agreement (in such capacity, the “Collateral Agents”).

W I T N E S S E T H:

WHEREAS, the Pledgors are parties to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agents, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agents as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agents for the benefit of the Secured Parties a continuing security interest in, and right of setoff against all of such Pledgor’s right, title and

interest in, to and under all the following now owned and hereafter acquired Pledged Collateral of such Pledgor ("Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) Trademark Licenses of such Pledgor listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights, protections, immunities and remedies of the Collateral Agents with respect to the security interests in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise determine.

SECTION 4. Remedies. In addition to all other remedies provided in the Security Agreement and the other Loan Documents, each Pledgor agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuation of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Pledgor's right, title and interest in, to and under all Trademark Collateral.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agents shall execute, acknowledge,

and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agents pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agents hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Linens ‘n Things, Inc., Linens Holding Co., Linens ‘n Things Center, Inc., Linens ‘n Things Canada Corp, UBS AG, Stamford Branch, as “Administrative Agent”, UBS AG, Stamford Branch and Wachovia Bank, National Association, as co-agents serving as the “US Revolving Credit Collateral Agent”, UBS AG Canada Branch and Wachovia Capital Finance Corporation (Canada) as co-agents serving as “Canadian Revolving Credit Collateral Agent”, (the Administrative Agent, the US Revolving Credit Collateral Agent and the Canadian Revolving Credit Collateral Agent being referred to collectively as the “Revolving Credit Collateral Agent”), The Bank of New York serving as “Note Lien Collateral Agent” and certain other persons which may be or become parties thereto or become bound thereto from time to

time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.


[signature page follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security

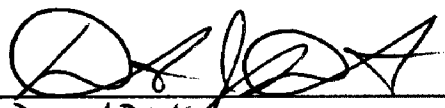
Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

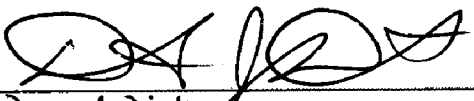
LNT Services, Inc.

By: 
Name: David Dick
Title: Vice President

LNT Merchandising Company, LLC


By: 
Name: David Dick
Title: Vice President


Bloomington, M.N., L.T., Inc.

By: 
Name: David Dick
Title: Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Joselin Fernandes
Title: Associate Director

WACHOVIA BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: Peter J. Eisenstadt
Name: Peter J. Eisenstadt
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Registered U.S. Trademarks

Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
LINENS 'N THINGS	LNT Merchandising Company, LLC	Registered, USA, 42 Int.	72/370206 0934171	09-Sep-1970 16-May-1972
LNT	LNT Merchandising Company, LLC	Registered , USA, Int. 20, 24, 27 and 35	75/546927 2337611	01-Sep-1998 04-Apr-2000
DREAM BIG, PAY LITTLE	LNT Merchandising Company, LLC	Registered, USA 35	78/497112 3035124	08-Oct-2004

Pending U.S. Applications

Trademark	Owner/Applicant	Status, Country, Classes	App Number Reg Number	App Date Reg Date
ATTITUDE	LNT Merchandising Company, LLC	Pending, USA 21 et al.	78/427854	01-Jun-2004
ATTITUDES	LNT Merchandising Company, LLC	Pending, USA 21 et al.	78/427863	01-Jun-2004
HOTEL LIVING	LNT Merchandising Company, LLC	Pending, USA 24 Int., 25 Int., 27 Int.	78/438409	21-Jun-2004
LINENS-N-THINGS and DESIGN	LNT Merchandising Company, LLC	Pending, USA 35	78/425295	26-May-2004
MAKE YOUR HOME HAPPY	LNT Merchandising Company, LLC	Pending, USA 35	78/257756	03-Jun-2003
SPA-TEX	LNT Merchandising Company, LLC	Published, USA 24 Int., 25 Int., 27 Int.	78/389104	23-Mar-2004
MAKE YOUR HOME HAPPY	Bloomington, M.N., L.T. Inc.	Pending, USA 35	78/257756	03-Jun-2003

Trademark Licenses

License Agreement dated as of July 30, 2004, as amended, by and between Nate Berkus Entertainment, Inc. (NBE) as Licensor and LNT Services, Inc. (LNT) as Licensee granting Licensee an exclusive license to use the following trademarks in connection with the manufacture, distribution, sale, advertising and promotion of certain categories of products, including bedding, bath textiles and accessories, kitchen textiles, dinnerware and flatware:

NATE BERKUS	US Serial No. 78468591
NATE BERKUS	US Serial No. 78468747
NATE BERKUS	US Serial No. 78468738
NATE BERKUS	US Serial No. 78468729
NATE BERKUS	US Serial No. 78468672
NATE BERKUS	US Serial No. 78468664
NATE BERKUS	US Serial No. 78468627
NATE BERKUS	US Serial No. 78468760
NATE BERKUS	US Serial No. 78468750
NATE BERKUS	US Serial No. 78468639
NATE BERKUS	US Serial No. 78468617
NATE BERKUS	US Serial No. 78468569
NATE BERKUS	US Serial No. 78468566
NATE BERKUS	US Serial No. 78468534