

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Administrative Agent		04/25/2011	Bank Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Linen Source Acquisition LLC		
Street Address:	30 Tozer Road		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3611841	LINENSOURCE ONE DESTINATION. ENDLESS POSSIBILITIES.	
Registration Number:	2744175	NIRVANA	
Registration Number:	2578026	LINENSOURCE	
Registration Number:	2350247	LINEN SOURCE SOFT SUEDES	
Registration Number:	1734064	LINEN SOURCE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	781677-85		

CH \$140.00 3611841

900192860

TRADEMARK
REEL: 004549 FRAME: 0116

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/26/2011
Total Attachments: 6 source=5-26-11 UBS Linen Source 13-TM#page1.tif source=5-26-11 UBS Linen Source 13-TM#page2.tif source=5-26-11 UBS Linen Source 13-TM#page3.tif source=5-26-11 UBS Linen Source 13-TM#page4.tif source=5-26-11 UBS Linen Source 13-TM#page5.tif source=5-26-11 UBS Linen Source 13-TM#page6.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the 25th day of April, 2011, by UBS AG, STAMFORD BRANCH, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent") in favor of LINEN SOURCE ACQUISITION LLC, a Delaware limited liability company (the "Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of April 30, 2007, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HABAND COMPANY LLC, a Delaware limited liability company (f/k/a Haband Company, Inc., "Haband"), JOHNNY APPLESEED'S, INC., a Massachusetts corporation ("JAI"), NORM THOMPSON OUTFITTERS, INC., an Oregon corporation ("NTO") and DRAPER'S & DAMONS LLC, a California limited liability company (f/k/a Drapers & Damons, Inc., "DDI") and, together with Haband, JAI and NTO, the "Initial Borrowers"), BLAIR LLC, a Delaware limited liability company (f/k/a Blair Corporation, "Blair") and, together with the Initial Borrowers, collectively "Borrowers" and each individually, a "Borrower"), and the Guarantors from time to time party hereto (the "Guarantors"); (B) SECURITY AGREEMENT dated as of April 30, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "Security Agreement") made by the Borrowers and Guarantors, as pledgors in favor of Administrative Agent, pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement (as defined below), made by the Pledgor in favor of the Administrative Agent; and (C) TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2010, by the Pledgor in favor of the Administrative Agent (the "Trademark Security Agreement"), the Pledgor granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest under certain Pledged Collateral (as defined in the Security Agreement) of the Pledgor including (a) Trademarks of the Pledgor listed on Schedule I attached to the Trademark Security Agreement; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds (as defined in the Security Agreement) of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 004172, Frame 0658 on March 23, 2010;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Administrative Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Administrative Agent hereby agrees, at the expense of the Borrowers, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Borrowers to effectuate, record or evidence the release of the Administrative Agent's security interest in the Trademark Collateral.

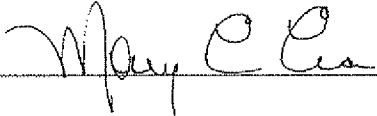
3. The Administrative Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

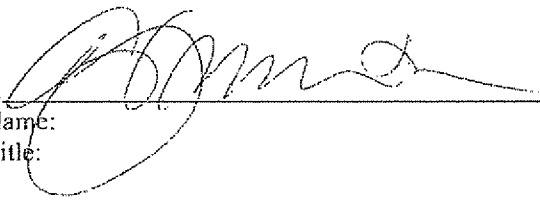
4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Administrative Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: 
Name: April Varner-Nanton
Title: Director
Banking Products
Services, US

SIGNATURE PAGE TO TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK
REEL: 004549 FRAME: 0121

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

(attached)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Country	Registrant	Mark	Registration No.	Registration Date
U.S. Federal	LINEN SOURCE, INC.	LINENSOURCE ONE DESTINATION. ENDLESS POSSIBILITIES.	3611841	4/28/2009
U.S. Federal	LINEN SOURCE, INC.	NIRVANA	2744175	7/29/2003
U.S. Federal	LINEN SOURCE, INC.	LINENSOURCE	2578026	6/11/2002
U.S. Federal	LINEN SOURCE, INC.	LINEN SOURCE SOFT SUEDES	2350247	5/16/2000
U.S. Federal	LINEN SOURCE, INC.	LINEN SOURCE	1734064	11/17/1992
Community Trademarks	LINEN SOURCE, INC.	LINEN SOURCE SOFT SUEDES	1458975	1/15/2001

Trademark Applications:

None.