

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lord & Taylor LLC		01/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1720961	AMERICA'S DRESS ADDRESS
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	3963700	BRINGING STYLE HOME
Registration Number:	1809802	CAFE 424
Registration Number:	2722011	GRANT THOMAS
Registration Number:	2096541	JUST IN TIME
Registration Number:	2521282	KATE HILL
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	0222001	LORD & TAYLOR
Registration Number:	3488202	LORD & TAYLOR
Registration Number:	3488206	LORD & TAYLOR
Registration Number:	3978802	LUNCH BREAK!
Registration Number:	3750379	MY FAVORITE STORE

TRADEMARK

Registration Number:	3705958	BLACK BROWN 1826
Registration Number:	2927965	IDENTITY
Registration Number:	2946072	ID ENTITY
Registration Number:	2979065	LORD & TAYLOR REWARDS
Serial Number:	85449025	BLACK BROWN 1826
Serial Number:	77453199	BLACK BROWN 1826
Serial Number:	77661555	GLIMPSE
Serial Number:	77665426	GLIMPSE
Serial Number:	85089907	JUST MAX
Serial Number:	85089903	SAM & GEORGE
Serial Number:	85006217	SHOP SMART, DO GOOD

CORRESPONDENCE DATA

Fax Number: (650)213-8158
Phone: 6502130300
Email: cishihara@whitecase.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111002-0143
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	01/11/2012

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of January 11, 2012, by LORD & TAYLOR LLC (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Guaranty and Collateral Agreement of even date herewith (the "GCA") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following now owned or hereafter acquired Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property);
- (c) all goodwill associated with such Trademarks; and
- (d) all damages and other recoveries arising out of all actions or claims for infringement or misuse of such Trademarks or related claims of unfair competition, whether past, present, or future.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, 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 GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

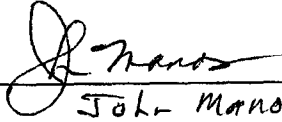
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has 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,

LORD & TAYLOR LLC

by



Name:

John Manos

Title:

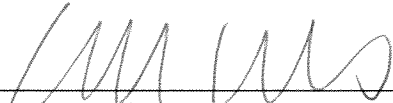
V.P.

Signature Page to Trademark Security Agreement

Accepted and Agreed:

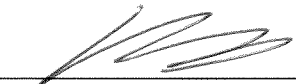
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

by



Name: ROBERT HETU
Title: MANAGING DIRECTOR

by



Name: KEVIN BUDDHDEW
Title: ASSOCIATE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark and Reg. Number	Owner	Status
America's Dress Address Reg. #1,720,961	Lord & Taylor LLC	Registered
Beauty. Now Reg. #2,929,831	Lord & Taylor LLC	Registered
Beauty. Now Reg. #2,696,590	Lord & Taylor LLC	Registered
Bringing Style Home Reg.#3,963,700	Lord & Taylor LLC	Registered
Cafe 424 Reg. #1,809,802	Lord & Taylor LLC	Registered
Grant Thomas Reg. #2,722,011	Lord & Taylor LLC	Registered
Just In Time Reg.#2,096,541	Lord & Taylor LLC	Registered
Kate Hill Reg. #2,521,282	Lord & Taylor LLC	Registered
Lord & Taylor Reg. #1,960,413	Lord & Taylor LLC	Registered
Lord & Taylor (stylized) Reg. #0,222,001	Lord & Taylor LLC	Registered
Lord & Taylor (stylized) Reg #3,488,202	Lord & Taylor LLC	Registered
Lord & Taylor Reg. #3,488,206	Lord & Taylor LLC	Registered
Lunch Break! Reg.#3,978,802	Lord & Taylor LLC	Registered

Mark and Reg. Number	Owner	Status
My Favorite Store Reg.#3,750,379	Lord & Taylor LLC	Registered
Black Brown 1826 (and Design Reg. # 3,705,958	Lord & Taylor LLC	Registered
IDENTITY Reg. # 2,927,965	Lord & Taylor LLC	Registered
ID ENTITY Reg. # 2,946,072	Lord & Taylor LLC	Registered
Lord & Taylor Rewards Reg. # 2,979,065	Lord & Taylor LLC	Registered

Trademark Applications:

Trademark and Serial Number	Owner	Status
Black Brown 1826 (and Design Serial #85/449,025	Lord & Taylor LLC	Pending
Black Brown 1826 (and Design Serial #77/453,199	Lord & Taylor LLC	Allowed
Glimpse Serial# 77/661,555	Lord & Taylor LLC	Allowed
Glimpse Serial# 77/665,426	Lord & Taylor LLC	Allowed
Just Max Serial# 85/089,907	Lord & Taylor LLC	Allowed
Sam & George Serial# 85/089,903	Lord & Taylor LLC	Allowed
Shop Smart, Do Good Serial# 85/006,217	Lord & Taylor LLC	Allowed