

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/04/2013	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Lord & Taylor LLC
Street Address:	424 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	LT Card Company LLC, a Virginia Limited Liability Company
Street Address:	424 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

Name:	Lord & Taylor Holdings LLC, a Delaware Limited Liability Company
Street Address:	424 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Lord & Taylor Personnel Contracts LLC, a Delaware Limited Liability Company
Street Address:	424 Fifth Avenue
City:	New York
State/Country:	NEW YORK

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Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Creative Design Studios, LLC, a Delaware Limited Liability Company
Street Address:	424 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1720961	AMERICA'S DRESS ADDRESS
Registration Number:	2043088	AMERICA'S SUIT ADDRESS
Registration Number:	2586437	ANGEL FISH
Registration Number:	2929831	BEAUTY.NOW
Registration Number:	2696590	BEAUTY.NOW
Registration Number:	1809802	CAFE 424
Registration Number:	2887408	CONTEXT
Registration Number:	2647147	FREE TERRITORIES
Registration Number:	2589701	GLOBAL I.D.
Registration Number:	2722011	GRANT THOMAS
Registration Number:	2946072	ID ENTITY
Registration Number:	2927965	IDENTITY
Registration Number:	2096541	JUST IN TIME
Registration Number:	2740035	JUST LIKE MOM!
Registration Number:	2521282	KATE HILL
Registration Number:	2979065	LORD & TAYLOR REWARDS
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	222001	LORD & TAYLOR
Registration Number:	2589693	MOONBEAMS
Registration Number:	2589694	SPOTTED FROG
Serial Number:	78545890	GLIMPSE
Serial Number:	77055403	CONTEXT
Serial Number:	78277849	424 SHOP
Serial Number:	77102322	DELIVER THE JOY

TRADEMARK

REEL: 005219 FRAME: 0214

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/Marina Kelly, Thomson Reuters/
Date:	02/19/2014

Total Attachments: 10

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**RELEASE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Release of Grant of Security Interest in United States Trademarks (this “Trademark Release”) is conveyed as of November 4, 2013, by **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as collateral agent (the “Collateral Agent”) for itself and the other lending institutions in favor of the Pledgors (as defined below).

WHEREAS, Lord & Taylor LLC, a Delaware limited liability company, LT Card Company LLC, a Virginia limited liability company, Lord & Taylor Holdings LLC, a Delaware limited liability company, Lord & Taylor Personnel Contracts LLC, a Delaware limited liability company, and Creative Design Studios, LLC, a Delaware limited liability company (each, individually, a “Pledgor”, and collectively, the “Pledgors”) granted a security interest (the “Security Interest”) in favor of the Collateral Agent, in and to certain intellectual property held by the Pledgors, including, without limitation, the Trademarks listed on Schedule A attached hereto and made a part hereof and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, as set forth in that certain Trademark Security Agreement (the “Trademark Agreement”), dated as of October 18, 2007 by the Pledgors in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on October 19, 2007, at Reel 3643, Frame 0106. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Trademark Agreement and the Amended and Restated Guaranty and Security Agreement, dated as of May 23, 2013 by the Pledgors in favor of the Collateral Agent, as applicable; and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby:

1. Terminates and releases the Trademark Agreement and fully discharges all liens and the Security Interest, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to each Pledgor and its respective successors and assigns in association with the Security Interest, and hereby releases each Pledgor and its respective successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in the following:

- (a) all Trademarks, including, without limitation, those identified on Schedule A hereto; and
- (b) all products and Proceeds of and rights associated with the foregoing, including any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any Trademark, for any injury to the Goodwill associated with the use of any Trademark, or for enforcement of any Trademark;

2. Reassigns, transfers and conveys to the applicable Pledgor any and all liens, security interests, right, title and interest of the Collateral Agent in the Trademarks,

including, without limitation, those identified on Schedule A, without recourse or representation or warranty, express or implied, of any kind;

3. Agrees that any power of attorney or similar rights granted by any Pledgor to the Collateral Agent with respect to the Trademarks, including, without limitation, those identified on Schedule A, pursuant to or in connection with the Trademark Agreement is terminated; and

4. Authorizes and requests that the USPTO note and record the existence of the release hereby given. The Collateral Agent shall, at the Pledgors' sole cost and expense and at any of the Pledgors' reasonable request, execute, acknowledge and deliver to the Pledgors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: Nicole M. Cipriani
Name: Nicole M. Cipriani
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Lord & Taylor Trademark & Service Mark Registration Certificates (Original) Previously Owned by May Department Stores International, Inc. ("MDSI") and Federated Retail. Now Owned by Lord & Taylor LLC

Mark and Reg. Number	Owner
America's Dress Address Reg. #1,720,961	Lord & Taylor LLC
America's Suit Address Reg. #2,043,088	Lord & Taylor LLC
Angel Fish Reg. #2,586,437	Lord & Taylor LLC
Beauty. Now Reg. #2,929,831	Lord & Taylor LLC
Beauty. Now Reg. #2,696,590	Lord & Taylor LLC
Cafe 424 Reg. #1,809,802	Lord & Taylor LLC
Context Reg. #2,887,408	Lord & Taylor LLC
Free Territories Reg. #2,647,147	Lord & Taylor LLC
Global I.D. Reg. #2,589,701	Lord & Taylor LLC
Grant Thomas Reg. #2,722,011	Lord & Taylor LLC
id/entity Reg. #2,946,072	Lord & Taylor LLC

Mark and Reg. Number	Owner
IDENTITY Reg. #2,927,965	Lord & Taylor LLC
Just In Time Reg.#2,096,541	Lord & Taylor LLC
Just Like Mom! Reg. #2,740,035	Lord & Taylor LLC
Kate Hill Reg. #2,521,282	Lord & Taylor LLC
Lord & Taylor Rewards Reg. #2,979,065	Lord & Taylor LLC
Lord & Taylor Reg. #1,960,413	Lord & Taylor LLC
Lord & Taylor Reg. #222,001	Lord & Taylor LLC
Lord & Taylor Mexican Reg. #651,608	Lord & Taylor LLC

Mark and Reg. Number	Owner
Lord & Taylor Mexican Reg. #669,694	Lord & Taylor LLC
Moonbeams Reg. #2,589,693	Lord & Taylor LLC
Spotted Frog Reg. #2,589,694	Lord & Taylor LLC

Lord & Taylor Pending Trademark Applications Filed with the U.S. Patent & Trademark Office

Trademark and Serial Number	Owner
Glimpse Serial #78/545,890	Lord & Taylor LLC
Context Reg. # 77055403	Lord & Taylor LLC
424 Shop Serial #78/277,849	Lord & Taylor LLC
Deliver the Joy # 77/102322	Lord & Taylor LLC

Lord & Taylor Canadian Trademarks Filed with Canadian Authorities

Trademark and Serial Number	Owner
Lord & Taylor Reg.#TMA669,169	Lord & Taylor LLC
Lord & Taylor App.#1,314,477	Lord & Taylor LLC

Lord & Taylor Pending Trademark Applications Filed with the Chinese Authorities

Trademark and Serial Number	Owner
Angel Fish App.#4233537	Lord & Taylor LLC
Context App.#4306043	Lord & Taylor LLC
Global I.D. App.#4306041	Lord & Taylor LLC
Grant Thomas App.#4233737	Lord & Taylor LLC
Grant Thomas Reg.#4233736	Lord & Taylor LLC
Grant Thomas App.#4233735	Lord & Taylor LLC
Grant Thomas App.#4233734	Lord & Taylor LLC
Grant Thomas App.#4233733	Lord & Taylor LLC
Grant Thomas App.#4233732	Lord & Taylor LLC
Grant Thomas Reg.#4233731	Lord & Taylor LLC
Kate Hill App.#4233689	Lord & Taylor LLC
Lord & Taylor App.#4233688	Lord & Taylor LLC
Lord & Taylor	Lord & Taylor LLC

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App.#4233687	
Lord & Taylor	Lord & Taylor LLC
App.#4233686	
Lord & Taylor	Lord & Taylor LLC
App.#4233685	
Lord & Taylor	Lord & Taylor LLC
App.#4233684	
Moon Beams	Lord & Taylor LLC
App.#4233534	
Spotted Frog	Lord & Taylor LLC
App.#4233535	
Spotted Frog	Lord & Taylor LLC
App.#4233536	

Lord & Taylor Registered Domain Names

Domain Name	Registration	Expiration Date	Owner
granthomas.biz	11/15/01	11/18/08	Lord & Taylor LLC
granthomas.us	4/19/02	4/18/10	Lord & Taylor LLC
katehill.biz	11/15/01	11/18/08	Lord & Taylor LLC
katehill.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylor.biz	11/15/01	11/18/08	Lord & Taylor LLC
lordandtaylor.com	12/12/95	12/11/08	Lord & Taylor LLC
lordandtaylor.info	9/14/01	9/14/09	Lord & Taylor LLC
lordandtaylor.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylorgifts.com	4/24/00	4/24/10	Lord & Taylor LLC
lordandtaylorgifts.us	4/24/02	4/23/10	Lord & Taylor LLC
lordandtaylorweddings.biz	11/15/01	11/18/06	Lord & Taylor LLC
lordandtaylorweddings.com	8/4/99	8/4/09	Lord & Taylor LLC
lordandtaylorweddings.info	9/13/01	9/13/09	Lord & Taylor LLC
lordandtaylorweddings.us	4/24/02	4/23/10	Lord & Taylor LLC
Lordandtaylor.net	9/26/06	9/26/08	Lord & Taylor LLC
lordandtaylor.us	4/19/02	4/18/10	Lord & Taylor LLC
lordandtaylor.mobi	9/26/06	9/26/08	Lord & Taylor LLC

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