

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LT OPCO LLC		10/02/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	THE CIT GROUP/BUSINESS CREDIT, INC.
Street Address:	300 S. Grand Avenue, 10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 27

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

OP \$690.00 1720961

Registration Number:	2740035	JUST LIKE MOM!
Registration Number:	2521282	KATE HILL
Registration Number:	2979065	LORD & TAYLOR REWARDS
Registration Number:	1960413	LORD & TAYLOR
Registration Number:	0220733	LORD & TAYLOR
Registration Number:	0222001	LORD & TAYLOR
Registration Number:	2589693	MOONBEAMS
Registration Number:	2589694	SPOTTED FROG
Serial Number:	78545890	GLIMPSE
Serial Number:	76437207	CONTEXT
Serial Number:	78277849	424 SHOP
Serial Number:	78373057	PREMIERE CARE
Serial Number:	78417621	GRANT THOMAS
Serial Number:	78444314	DELIVER THE JOY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7145401235
Email: ipdocket@lw.com
Correspondent Name: Kristin J. Azcona
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0238
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinjazcona/
Date:	10/24/2006

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of October 2, 2006 by LT OPCO LLC (the "Pledgor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Guaranty and Security Agreement of even date herewith (the "Security Agreement") 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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 Pledged Collateral of such Pledgor:

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

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 Security Agreement and 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 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 Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, 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.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

LT OPCO LLC,
as Pledgor

By: 
Name:
Title:

Accepted and Agreed:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____

Name:

Title:



Susanna Profis
Vice President

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

Mark and Reg. Number	Owner
America's Dress Address Reg. #1,720,961	Federated Retail
America's Suit Address Reg. #2,043,088	Federated Retail
Angel Fish Reg. #2,586,437	MDSI
Beauty. Now Reg. #2,929,831	MDSI
Beauty. Now Reg. #2,696,590	Federated Retail
Cafe 424 Reg. #1,809,802	Federated Retail
Context Reg. #2,887,408	MDSI
Free Territories Reg. #2,647,147	MDSI
Global I.D. Reg. #2,589,701	MDSI
Grant Thomas Reg. #2,722,011	MDSI
id/entity Reg. #2,946,072	MDSI
IDENTITY Reg. #2,927,965	MDSI
Just In Time Reg. #2,096,541	Federated Retail
Just Like Mom! Reg. #2,740,035	Federated Retail

Mark and Reg. Number	Owner
Kate Hill Reg. #2,521,282	MDSI
Lord & Taylor Rewards Reg. #2,979,065	Federated Retail
Lord & Taylor Reg. #1,960,413	Federated Retail
Lord & Taylor Reg. #220,733	Federated Retail
Lord & Taylor Reg. #222,001	Federated Retail
Lord & Taylor Mexican Reg. #651,608	Currently in the name of The May Department Stores Company. Will be changed to Federated Retail. Name change filed on 6/13/06
Lord & Taylor Mexican Reg. #669,694	Currently in the name of The May Department Stores Company. Will be changed to Federated Retail. Name change document filed on 6/13/06
Moonbeams Reg. #2,589,693	MDSI
Spotted Frog Reg. #2,589,694	MDSI

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

Trademark and Serial Number	Owner
Glimpse Serial #78/545,890	MDSI
Context Serial #76/437,207	MDSI
424 Shop Serial #78/277,849	Federated Retail
Premiere Care Serial #78/373,057	MDSI
Grant Thomas Serial #78/417,621	MDSI
Deliver the Joy Serial #78/444,314	MDSI

Lord & Taylor Canadian Trademark Filed with Canadian Authorities

Trademark and Serial Number	Owner
Lord & Taylor Registration No. TMA669,169	Federated Retail Holdings, Inc.