TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Loehmann's Capital Corp.		10/12/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	Sixth and Marquette N9303-120
Internal Address:	Corporate Trust Services
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	734218	LOEHMANN'S
Registration Number:	1139102	LOEHMANN'S
Registration Number:	2311537	WENDY B.
Registration Number:	2331721	KNITS ETC...
Registration Number:	2767008	WENDY B.

CH $140.00 734218

CORRESPONDENCE DATA

Fax Number: (212)556-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-556-2100
Email: nytrademarks@kslaw.com
Correspondent Name: Isam Salah
Address Line 1: 1185 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	05241-254029-7845

NAME OF SUBMITTER:	Karen Del Pilar

Total Attachments: 11
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NOTES TRADEMARK SECURITY AGREEMENT

This NOTES TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2004, is executed by and among Loehmann's Capital Corp., a Delaware corporation (the "Issuer"), and Wells Fargo Bank, National Association, in its capacity as the Collateral Agent (in such capacity, together with its successors and assignees, the "Collateral Agent") for its benefit and the benefit of the Trustee and Holders of the Notes.

WHEREAS, the Issuer and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee") are parties to that certain indenture, dated October 12, 2004 (as the same may be amended, restated, modified or supplemented from time to time, the "Note Indenture") pursuant to which the Issuer has issued 12.00% of Senior Secured Class A Notes due 2011, the Senior Secured Class A Floating Rate Notes Due 2011 and the 13.00% Senior Secured Class B Notes due 2011 (collectively, the "Notes");

WHEREAS, to secure its obligations under the Notes, the Issuer and the Collateral Agent have entered into the Note Security Agreement dated as of even date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement") pursuant to which the Issuer has granted to the Collateral Agent for its benefit and the ratable benefit of the Trustee and the Holders (collectively, the "Secured Parties") a security interest in and to the Collateral described herein; and

WHEREAS, the Security Agreement provides that the Issuer will enter into this Agreement with the Collateral Agent for the purpose of assigning to the Collateral Agent, for the benefit of the Secured Parties, the Intellectual Property.

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

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Note Indenture and Note Security Documents**. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note Indenture and the Security Agreement.

(b) **Terms Defined in UCC**. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) **Construction**. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any

sale, transfer, or other disposition of any Intellectual Property by the Issuer; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest**. As security for the payment and performance of the Notes Obligations, the Issuer hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and a mortgage upon, all of the Issuer's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Issuer now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Intellectual Property"):

(i) the Trademarks;

(ii) the Trademark Licenses;

(iii) the Trade Secrets;

(iv) the Trade Secret Licenses; and

(v) all Proceeds.

(b) Continuing Security Interest. The Issuer agrees that this Agreement shall create a continuing security interest in the Intellectual Property which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. The Issuer represents and warrants to Secured Parties that a true and correct list of all of the existing Intellectual Property consisting of U.S. trademarks, trademark registrations or applications owned by the Issuer, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, the Issuer shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Issuer's compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property, including any documents for filing with the PTO or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Intellectual Property with the PTO, at the expense of the Issuer. In addition, the Issuer authorizes the Collateral Agent to file financing statements describing the Intellectual Property in any filing office deemed appropriate by the Collateral Agent. If the Issuer shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Intellectual Property, the Issuer shall immediately notify the Collateral Agent in a writing signed by the Issuer of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 6. Authorization to Supplement. If the Issuer shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Issuer shall give prompt notice in writing to the Secured Parties with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Issuer's obligations under this Section 6, the Issuer authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any such new Trademark or Trademark registration. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Intellectual Property, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Issuer, the Secured Parties and their respective successors and assigns. The Issuer may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note Indenture.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Intellectual Property are governed by the law of a jurisdiction other than the State of New York.

SECTION 9. Termination.

Upon payment and performance in full of all Note Obligations, the security interests created by this Agreement shall terminate and Secured Parties (at the Issuer's expense) shall promptly execute and deliver to the agent under the CIT Credit Facility if the CIT Credit Facility is then in effect or otherwise to the Issuer such documents and instruments reasonably requested by the agent under the CIT Credit Facility or the Issuer, as applicable, as shall be necessary to evidence termination of all such security interests given by the Issuer to the Secured Parties

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hereunder, including cancellation of this Agreement by written notice from the Secured Parties to the PTO.

SECTION 10. **Notices.** If to the Issuer,

Loehmann's Capital Corp.
c/o Global Securitization Services LLC
445 Broad Hollow Road, Suite 239
Melville, New York 11747
Attn: Andres Stidd
Facsimile No.: (212) 302-8767

with a copy to:

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: Isam Salah, Esq.
Telephone: (212) 556-2140
Facsimile No. (212) 556-2222

if to the Collateral Agent,

Wells Fargo Bank, N.A.
Corporate Trust Services
Sixth & Marquette, N9303-120
Minneapolis, MN 55479
Attn: Tim Mowdy
Facsimile No.: (612) 667-9825

Except as otherwise expressly provided herein, all notices and other communications hereunder and under any other documents delivered in connection herewith shall have been duly given and shall be effective (a) when delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set forth below, (c) on the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) on the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth above.

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SECTION 11. **Marshalling.** The Collateral Agent shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Intellectual Property) for, or other assurances of payment of, the Note Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights of the Collateral Agent hereunder and of the Collateral Agent in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Issue hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Note Obligations or under which any of the Note Obligations is outstanding or by which any of the Note Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Issuer hereby irrevocably waives the benefits of all such laws.

SECTION 12. **Proceeds of Dispositions; Expenses.** The Issuer shall pay to the Collateral Agent on demand all reasonable legal expenses, collateral audit and valuation costs, filing fees, insurance premiums and other costs associated with the performance of the obligations of the Issuer as set forth in this Agreement.

After deducting all of said expenses, costs and premiums, the residue of any proceeds of collection or sale of the Note Obligations or Intellectual Property shall, to the extent actually received in cash, be applied by the Collateral Agent, at the direction of the Trustee, towards the payment of the Note Obligations in accordance with the Note Documents .

SECTION 13. **Overdue Amounts.** Until paid, all amounts due and payable by the Issuer hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the highest rate of interest set forth in the Note Indenture for payment on the Notes plus 1% per annum during the continuation of an Event of Default.

SECTION 14. **Indemnification.**

(a) **Indemnity**. The Issuer agrees to indemnify, defend and hold harmless the Collateral Agent and each other Secured Party and the officers, directors, employees, agents and affiliates of the Collateral Agent and each other Secured Party (collectively, the "Indemnitees") from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including settlement costs), expenses or disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel, advisors, auditors, consultants or other representatives, for or of such Indemnitees in connection with any investigative, administrative or judicial proceeding, commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement, the Note Indenture or any Note Security Document (including any misrepresentation by the Issuer in this Agreement, the Note Indenture or any Note Security Document) (the "Indemnified Liabilities"); *provided* that, the Issuer shall not have any obligation to an Indemnitee hereunder with respect to Indemnified Liabilities if it has been determined by a final decision of a court of competent jurisdiction that such Indemnified Liabilities arose from the gross negligence or willful misconduct

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of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Issuer shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

(b) **Survival**. The obligations of the Issuer contained in this section shall survive the termination hereof and the discharge of the Issuer's other obligations under this Agreement or the Note Documents.

(c) **Reimbursement**. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Note Obligations secured by the Intellectual Property. Without limiting the foregoing, the Issuer shall pay all search and filing fees incurred in connection with the Intellectual Property.

SECTION 15. Consent to Jurisdiction; and Serve of Process.

EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY DEBTOR AND THE ISSUER PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED THAT EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE EACH OF THE PARTIES HERETO FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE INTELLECTUAL PROPERTY OR ANY OTHER SECURITY FOR THE NOTE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE COLLATERAL AGENT. EACH OF THE PARTIES HERETO EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTIONS WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO EACH OF THE PARTIES HERETO

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AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR FIVE (5) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID. The Collateral Agent shall have the right to proceed against the Issuer or its personal property in a court in any location to enable the Collateral Agent to obtain personal jurisdiction over the Issuer, to realize on the Intellectual Property or any other security for the Note Obligations or to enforce a judgment or other court order entered in favor of the Collateral Agent.

SECTION 16. **Waiver of Jury Trial. THE ISSUER WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Issuer waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Issuer (i) certifies that neither the Collateral Agent nor any representative, agent or attorney of the Collateral Agent has represented, expressly or otherwise, that the Collateral Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Note Documents to which the Collateral Agent is a party, the Collateral Agent is relying upon, among other things, the waivers and certifications contained in this Section 16.

SECTION 17. **Inspection of Properties and Books, etc.** At any time prior to the release of the Liens under this Agreement, upon reasonable request of the Collateral Agent at any time and from time to time, the Issuer will:

(1) permit the Collateral Agent or any assignee, advisor, auditor, consultant, attorney or representative acting for the Issuer, upon reasonable notice to the Issuer and during normal business hours unless an Event of Default is continuing, to visit and inspect any of the property of the Issuer, to review, make extracts from and copy the books and records of the Issuer relating to any such property, and to discuss any matter pertaining to any such property with the officers and employees of the Issuer; and

(2) deliver to the Collateral Agent such reports, including valuations, relating to any such property or any Lien thereon as the Collateral Agent may reasonably request.

SECTION 18. **Continuing Security Interest; Assignment.**

This Agreement shall create a continuing security interest in the Intellectual Property and shall (i) remain in full force and effect until the payment in full of all Note Obligations, (ii) be binding on the Issuer, its respective permitted successors and assigns, and (iii) inure to the benefit of the Secured Parties and each of their successors, transferees and assigns and (iv) not be assignable by the Issuer, their respective permitted successors and assigns, without the consent of

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the Collateral Agent. No other persons (including any other creditor of the Issuer) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), the Collateral Agent may assign or otherwise transfer any Note Obligations held by it that is secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to the Collateral Agent, herein or otherwise, subject however, to the provisions of the Note Documents.

SECTION 19. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation or reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of a Issuer's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Note Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Note Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Note Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 20. **Amendments, Waivers and Consents.** None of the terms or provisions of this Agreement may be waived, altered, modified or amended, and no consent to any departure by the Issuer herefrom shall be effective, except by or pursuant to an instrument in writing which (i) is duly executed by the Issuer and the Collateral Agent and (ii) complies with the requirements of the Note Documents. Any such waiver shall be valid only to the extent set forth therein. Notwithstanding the foregoing, the Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. A waiver by the Collateral Agent of any right or remedy under this Agreement on any one occasion shall not be construed as a waiver of any right or remedy which the Collateral Agent would otherwise have on any future occasion. No failure to exercise or delay in exercising any right, power or privilege under this Agreement on the part of the Issuer shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 21. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

SECTION 22. **Merger.** This Agreement, taken together with all the other Note Security Documents, embodies the entire agreement and understanding, between the Issuer and the Collateral Agent and supersedes all prior agreements and understandings, written and oral, relating to the subject matter hereof.

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SECTION 23. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Issuer acknowledges receipt of a copy of this Agreement.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

LOEHMANN'S CAPITAL CORP.

By: _____
Name:
Title:

Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name: Timothy P. Mowdy
Title: Assistant Vice President

Schedule A to the Note Trademark Security Agreement

U.S. Trademarks of the Issuer

Loehmann's, Inc.

List of Registered Trademarks and Trademark Applications

TRADEMARK (Country/State)	REG. NO.	REGISTRATION DATE
LOEHMANN'S (Canada)	367959	April 20,1990
LOEHMANN'S (Japan)	2188100	November 28, 1989

Loehmann's Operating Co.

List of Registered Trademarks and Trademark Applications

TRADEMARK (Country/State)	REG. NO.	REGISTRATION DATE
LOEHMANN'S (OHIO)	10502	June 5, 1984
LOEHMANN'S (US)	734,218	July 10, 1962
LOEHMANN'S (US)	1,139,102	August 26, 1980
WENDY B. (US)	2,311,537	January 25, 2000
KNITS ETC. (US)	2,331,721	March 21, 2000
WENDY B. (US)	2,767,008	September 23, 2003

Note: As of the Effective Date, Loehmann's Capital Corp. is the owner of the above trademarks; Opco licenses the above trademarks from Loehmann's Capital Corp. pursuant to the Lease Agreement.

Pending U.S. Trademarks Applications of the Issuer

None.