

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Loehmann's Operating Co.		01/14/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Loehmann's Capital Corp.		
<b>Street Address:</b>	2500 Halsey Street		
<b>Internal Address:</b>	c/o Loehmann's Operating Co.		
<b>City:</b>	Bronx		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10461		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0734218	LOEHMANN'S	
Registration Number:	1139102	LOEHMANN'S	
Registration Number:	2311537	WENDY B.	
Registration Number:	2331721	KNITS ETC...	
Registration Number:	2767008	WENDY B.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127046125		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Troutman Sanders LLP		
<b>Address Line 1:</b>	600 Peachtree St., NE, STE 5200		
<b>Address Line 2:</b>	c/o TM DKT CLK		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		

OP \$140.00 0734218

ATTORNEY DOCKET NUMBER:	359752.000001
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	04/09/2008
Total Attachments: 3 source=loehmannsus#page1.tif source=loehmannsus#page2.tif source=loehmannsus#page3.tif	

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this 14th day of January, 2008, by and among Loehmann's Operating Co., a Delaware corporation ("Assignor"), and Loehmann's Capital Corp., a Delaware corporation ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Assignor has rights to the trademarks listed in Schedule A hereto (all such trademarks referred to collectively as the "Assigned Trademarks"); and

WHEREAS, Assignee desires to acquire the rights to the Assigned Trademarks and Assignor is willing to transfer such rights, in each case subject to the terms and conditions set forth hereinafter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:


1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks, including, without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Recordation. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States to record in the name of Assignee all right, title, and interest in and to the Assigned Trademarks.


3. Miscellaneous. Except to the extent the mandatory provisions of Title 11, United States Code apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

LOEHMANN'S OPERATING CO.

By:   
Name: Robert Glass  
Title: chief operating officer

LOEHMANN'S CAPITAL CORP.

By:   
Name: Robert Glass  
Title: chief financial officer

**Schedule A**

**ASSIGNED TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
LOEHMANN'S	0734218	July 10, 1962
LOEHMANN'S	1139102	August 26, 1980
WENDY B.	2311537	January 25, 2000
KNITS ETC...	2331721	March 21, 2000
WENDY B.	2767008	September 23, 2003