

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release and Termination of Notes Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		03/01/2011	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Loehmann's Capital Corp.
<b>Street Address:</b>	2500 HALSEY STREET
<b>City:</b>	BRONX
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10461
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	0734218	LOEHMANN'S
Registration Number:	1139102	LOEHMANN'S
Registration Number:	2311537	WENDY B.
Registration Number:	2331721	KNITS ETC...
Registration Number:	3634223	
Registration Number:	3725525	FIND IT LOVE IT BUY IT FOR LESS
Registration Number:	3598408	INSIDER CLUB
Registration Number:	3727937	LOEHMANN'S THE IT STORE FOR DESIGNER FASHION
Registration Number:	3727999	THE IT STORE FOR DESIGNER FASHION
Registration Number:	3727936	THE "IT" STORE
Registration Number:	3433009	LOEHMANN'S NEXXT

**CORRESPONDENCE DATA**

Fax Number: (212)704-5987

**900185667**

**TRADEMARK  
 REEL: 004491 FRAME: 0841**

**OP \$290.00 0734218**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: karl.zielaznicki@troutmansanders.com  
Correspondent Name: Troutman Sanders LLP  
Address Line 1: 600 Peachtree St., NE, STE 5200  
Address Line 2: c/o TM DKT CLK  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	239251.000006
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	03/07/2011

**Total Attachments: 4**

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**RELEASE AND TERMINATION OF NOTES TRADEMARK SECURITY  
AGREEMENT**

THIS RELEASE AND TERMINATION OF NOTES TRADEMARK SECURITY AGREEMENT ("Release and Termination Agreement"), made as of March 1, 2011, is executed by 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, in favor of, Lochmann's Capital Corp., a Delaware corporation (the "Issuer").

**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 issued its 12.00% Senior Secured Class A Notes due 2011, Senior Secured Class A Floating Rate Notes Due 2011 and 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 entered into the Note Security Agreement, dated October 12, 2004 (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Issuer 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 therein;

**WHEREAS**, Issuer and Collateral Agent are also parties to that certain Notes Trademark Security Agreement, dated as of October 12, 2004 (as the same may be amended, restated, modified or supplemented from time to time, the "Notes Trademark Security Agreement"), pursuant to which Issuer granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Issuer's right, title and interest in, to and under the Intellectual Property;

**WHEREAS**, the Notes Trademark Security Agreement and said supplements were recorded in the US Trademark Office Assignment Branch on October 13, 2004 at Trademark Reel No. 2957 at Frames 0402 --- 0414; December 24, 2008 at Trademark Reel No. 3909 at Frames 0318- 0324; and December 14, 2009 at Trademark Reel No. 4113 at Frames 0826 -- 0831; and

**WHEREAS**, the Security Agreement and Notes Trademark Security Agreement have terminated in accordance with that certain Second Amended Joint Plan of Reorganization filed on February 3, 2011 by the Issuer and certain related parties under the provisions of chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Court") and confirmed by the Court on February 9, 2011, and the Collateral Agent has agreed to take such actions as required by the Security Agreement and Notes Trademark Security Agreement to release its security interest granted therein.

**NOW, THEREFORE**, in consideration of the terms set forth in the Security Agreement and Notes Trademark Security Agreement, the Collateral Agent hereby irrevocably releases and

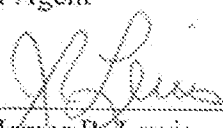
terminates the security interests granted in (including the mortgage thereon) and under the Security Agreement and Notes Trademark Security Agreement including, without limitation, the Trademarks set forth on Schedule A which is attached hereto and incorporated by reference.

The Collateral Agent expressly agrees to execute and deliver, at the request of Issuer, all other papers, instruments, and other documents and to perform any other acts the Grantor may reasonably request in order to release and terminate the security interests granted in the Security Agreement and Notes Trademark Security Agreement and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Issuer.

All capitalized terms used in this Agreement shall have the meanings assigned to them in the Note Indenture and the Notes Trademark Security Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release and Termination Agreement in favor of Issuer to be executed by its duly authorized officer as of the day and year first written above.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

By:   
Name: James R. Lewis  
Title: Vice President

STATE OF New York )  
COUNTY OF Kings ) ss.

On this 1<sup>st</sup> day of March, 2011 before me appeared James R. Lewis, the person who signed this instrument, who acknowledged that he is the Vice President of Wells Fargo Bank, National Association, in its capacity as the Collateral Agent and that being duly authorized (s)he signed such instrument as a free act on behalf of the same.

JANEY M. JOLLEY  
Notary Public, State of New York  
No. 01J03121002  
Qualified in Kings County  
Commission Expires Jan. 3, 2013

  
Notary Public

My commission expires: \_\_\_\_\_

## SCHEDULE A

### List of Registered Trademarks and Trademark Applications

<b>TRADEMARK (Country/State)</b>	<b>REG. NO./ (APPLICATION NO.)</b>	<b>REGISTRATION DATE/(APPLICA TION DATE)</b>
LOEHMANN'S (US)	734,218	July 10, 1962
LOEHMANN'S (US)	1,139,102	August 26, 1980
LOEHMANN'S (CANADA)	367,959	April 20, 1990
LOEHMANN'S (CANADA)	691,047	June 28, 2007
WENDY B. (US)	2,311,537	January 25, 2000
KNITS ETC. (US)	2,331,721	March 21, 2000
ASTERISK logo (US)	3,634,223	June 9, 2009
FIND IT LOVE IT BUY IT FOR LESS (US)	3,725,525	December 15, 2009
INSIDER CLUB (US)	3,598,408	March 31, 2009
LOEHMANN'S THE IT STORE FOR DESIGNER FASHION (US)	3,727,937	December 22, 2009
THE IT STORE FOR DESIGNER FASHION (US)	3,727,999	December 22, 2009
THE "IT" STORE (US)	3,727,936	December 22, 2009

Loehmann's Operating Co.

List of Registered Trademarks and Trademark Applications

TRADEMARK (Country/State)	REG. NO.	REGISTRATION DATE
LOEHMANN'S NEXXT (US)	3,433,009	May 20, 2008

Loehmann's, Inc.

List of Registered Trademarks and Trademark Applications

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