

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miracle Enterprises		02/28/2020	Partnership:
RECEIVING PARTY DATA			
Name:	Loehmanns Blue LLC		
Street Address:	22 Cortlandt Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4937050	LOEH-DOWN	
Registration Number:	4469622	DESTINATION L1 LOEHMANN'S	
Registration Number:	4469621	DESTINATION L1	
Registration Number:	3725525	FIND IT LOVE IT BUY IT FOR LESS	
Registration Number:	3727999	THE IT STORE FOR DESIGNER FASHION	
Registration Number:	3727937	LOEHMANN'S THE IT STORE FOR DESIGNER FAS	
Registration Number:	3727936	THE "IT" STORE	
Registration Number:	2331721	KNITS ETC...	
Registration Number:	2311537	WENDY B.	
Registration Number:	1139102	LOEHMANN'S	
Registration Number:	0734218	LOEHMANN'S	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125894200		
Email:	rhorowitz@bakerlaw.com		
Correspondent Name:	Robert B.G. Horowitz, Esq.		
Address Line 1:	45 Rockefeller Plaza, 14th Floor		
Address Line 2:	Baker & Hostetler LLP		

CH \$290.00 4937050

TRADEMARK

Address Line 4:	New York, NEW YORK 10111
ATTORNEY DOCKET NUMBER:	118601.555555
NAME OF SUBMITTER:	Robert B.G. Horowitz
SIGNATURE:	/Robert B.G. Horowitz/
DATE SIGNED:	05/11/2020
Total Attachments: 4 source=MIRACLE US TM ASSIGNMENT#page1.tif source=MIRACLE US TM ASSIGNMENT#page2.tif source=MIRACLE US TM ASSIGNMENT#page3.tif source=MIRACLE US TM ASSIGNMENT#page4.tif	

U.S. TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of February 28, 2020 (the "Effective Date"), and is by and between Miracle Enterprises, a partnership organized under the laws of the State of New York, having offices at 440 Ninth Avenue, New York, New York 10001 ("Assignor") and Loehmanns Blue LLC, a limited liability company organized under the laws of the State of New York, having offices at 22 Cortlandt Street, New York, NY 10007 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Worldwide Omnibus Assignment of Intellectual Property of even date herewith (the "Omnibus Assignment"), which provides for the transfer of certain intellectual property assets from Assignor to Assignee;

WHEREAS, Assignor is the owner of certain trademarks relating to the "LOEHMANN'S" brand (the "Brand"), including the U.S. federal and state trademark registrations identified on Schedule A attached hereto and made a part hereof, and all unregistered and common law rights, if any, arising out of the use of the Brand, and all goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, rights, title and interest in and to the Trademarks identified on Schedule A, and the goodwill associated therewith, all as more specifically set forth herein;

WHEREAS, Assignor wishes to transfer and assign to Assignee all of Assignor's ownership, rights, title and interest in and to the Trademarks identified on Schedule A, and the goodwill associated therewith, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration as set forth in the Omnibus Assignment, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, free and clear of all liens, claims and encumbrances, the entire ownership, right, title and interest of Assignor in and to all of the Trademarks, together with all associated goodwill symbolized thereby, along with all renewals and extensions of rights thereof; together with, in each instance, all income, royalties, damages and payments, if any, now or hereafter due or payable with respect to any Trademarks, and all causes of action (whether at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of any Trademarks or any other causes of action related thereto.

2. Further Assurances. For a period of twelve (12) months following the mutual execution and delivery of this Assignment and at Assignee's reasonable request, Assignor shall timely execute and deliver to Assignee any additional original signed versions of this document and any further assignment documents that may be required to give full effect to this Assignment. Until such time as Assignee has recorded this Assignment with respect to the Trademarks (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed to be the owner of the Trademarks. In the event that any of Assignor's intellectual property shall become due for any maintenance filings, renewals or other recordations during the Interim

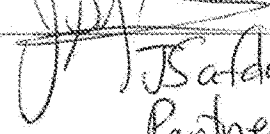
Period, Assignor shall likewise reasonably cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take all required actions, at Assignee's expense. All recordations and filings of this Assignment shall be made by Assignee at Assignee's expense, including with the United States Patent and Trademark Office and the New York Secretary of State (with respect to the New York State registrations).

3. Counterparts. This Assignment may be executed in any number of exchanged counterparts, whether by facsimile, PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

[Signature Page Follows]

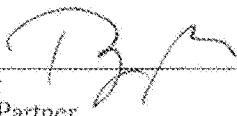
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

MIRACLE ENTERPRISES

By: 
Name: J. Saldaña
Title: Partner

ACCEPTED AND ACKNOWLEDGED BY:

LOEHMANN'S BLUE LLC

By: 
Name: _____
Title: Partner

SCHEDULE A
TRADEMARKS

U.S. Federal Trademarks

MARK	App. No.	Reg. No.
LOEH-DOWN	85/831,126	4,937,050
DESTINATION LI LOEHMANN'S	85/932,882	4,469,622
DESTINATION LI	85/932,873	4,469,621
FIND IT LOVE IT BUY IT FOR LESS	77/747,964	3,725,525
THE IT STORE FOR DESIGNER FASHION	77/742,769	3,727,999
LOEHMANN'S THE IT STORE FOR DESIGNER FASHION	77/740,921	3,727,937
THE "IT" STORE	77/740,914	3,727,936
KNITS ETC...	75/602,198	2,331,721
WENDY B.	75/602,197	2,311,537
LOEHMANN'S	73/200,384	1,139,102
LOEHMANN'S	72/119,394	734,218

U.S. State Trademarks

STATE	MARK	Reg. No.
New York	GRAB THE GOWN	S22462
New York	REAL DESIGNERS. REALLY DISCOUNTED.	S22313