



SCHEDULE A

Schedule A to a Trademark Grant of Security dated November 25<sup>th</sup> 2003, by for the benefit of Loehmann's Operating Co. and The CIT Group/Business Credit, Inc., as Agent.

<u>TRADEMARK (Country/State)</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
LOEHMANN'S (US)	10502	June 5, 1984	June 5, 2004
LOEHMANN'S (US)	734,218	July 10, 1962	July 10, 2002 (awaiting renewal approval)
LOEHMANN'S (US)	1,139,102	August 26, 1980	August 26, 2010
WENDY B. (US)	2,311,537	January 25, 2000	January 25, 2010
KNITS ETC. (US)	2,331,721	March 21, 2000	March 21, 2010
WENDY B. (US)	2,767,008	September 23, 2003	September 23, 2013

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, LOEHMANN'S OPERATING CO., a corporation formed under the laws of Delaware, located at 2500 Halsey Street, Bronx, New York 10461 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT") and various other financial institutions (collectively, "Lenders") and CIT as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower, Loehmann's Holdings, Inc. ("Parent"), Loehmann's, Inc. ("Sub-Parent") and Loehmann's Real Estate Holdings, Inc. ("REH") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Agent for its benefit and for the ratable benefit of Lenders a collateral assignment and security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which collateral assignment and security interest shall secure all the Secured Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the collateral assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
November 25, 2003

Witness:

[Handwritten Signature]

Witness:

[Handwritten Signature]

LOEHMANN'S OPERATING CO.

By: [Handwritten Signature]

Name: ROBERT GLASS

Its: PRESIDENT, CHIEF OPERATING OFFICER,  
SECRETARY AND TREASURER

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

By: [Handwritten Signature]

Name: DEBORAH ROUNT

Its: VICE PRESIDENT

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 25<sup>th</sup> day of November, 2003, before me personally came Robert Glass to me known, who, being by me duly sworn, did depose and say that s/he is the President of Loehmann's Operating Co., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Jean Macaiuso  
Notary Public

Jean Macaiuso  
Notary Public, State of New York  
01MAG041723  
Qualified in Bronx County  
Commission Expires 3/15/06