

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas	Bankers Trust Company	11/25/2003	New York Banking Corporation: NEW YORK

RECEIVING PARTY DATA	
Name:	Loehmann's Operating Co.
Street Address:	2500 Halsey Street
City:	Bronx
State/Country:	NEW YORK
Postal Code:	10461
Entity Type:	CORPORATION: DELAWARE

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.

CORRESPONDENCE DATA	
Fax Number:	(212)556-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
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NAME OF SUBMITTER:	Karen Del Pilar
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CH \$140.00 734218

Total Attachments: 8

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November 25, 2003

THE CIT GROUP/BUSINESS CREDIT, INC.
1211 Avenue of the Americas
New York, New York 10036
Attention: Debra Rogut, Vice President

LOEHMANN'S OPERATING CO.
LOEHMANN'S REAL ESTATE HOLDINGS INC.
LOEHMANN'S HOLDINGS, INC.
LOEHMANN'S INC.
2500 Halsey Street
Bronx, New York 10461
Attention: Karen Ceil Lapidus, Esq.

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of September 29, 2000, as amended (the "**Existing Credit Agreement**") among Lochmann's Operating Co., a Delaware corporation ("**Borrower**"), Deutsche Bank Trust Company Americas, a New York banking corporation, f/k/a Bankers Trust Company (in its individual capacity, "**DBTCo**"), and certain other financial institutions parties thereto (DBTCo and such other financial institutions being hereinafter referred to individually as a "**Lender**" and collectively as the "**Lenders**"), including, without limitation, LaSalle Bank National Association, a national banking association ("**LaSalle**"), acting in its capacity as the "**Issuing Lender**" under the Existing Credit Agreement (LaSalle, in such capacity, being hereinafter referred to as "**Issuing Lender**"), and DBTCo, acting in its capacity as agent (DBTCo, in such capacity, being hereinafter referred to as "**Existing Agent**") for Lenders (Existing Agent and Lenders, including, without limitation, Issuing Lender, being hereinafter referred to individually as an "**Existing Lender Party**" and collectively as the "**Existing Lender Parties**").

Borrower has advised Existing Agent that The CIT Group/Business Credit, Inc., acting in its capacity as agent (in such capacity, the "**Refinancing Agent**"), for itself and certain other financial institutions will be engaging in a certain financing of Borrower, which financing will be secured by liens on and security interests in substantially all of the real and personal property of Borrower, Loehmann's Holdings, Inc., a Delaware corporation ("**Parent**"), Lochmann's Inc., a Delaware corporation ("**Subparent**") and Lochmann's Real Estate Holdings Inc., a Delaware corporation ("**Real Estate Holdings**").

The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 2

Borrower has further advised Existing Agent that, in connection with such secured financing, a portion of the proceeds thereof will be used to repay in full the indebtedness and other obligations of Borrower, Parent, Subparent and Real Estate Holdings (Borrower, Parent, Subparent and Real Estate Holdings being sometimes hereinafter referred to individually as a "Credit Party" and collectively as the "Credit Parties") to the Existing Lender Parties under the Existing Credit Agreement and all agreements, documents and instruments executed and delivered pursuant thereto or in connection therewith (collectively, the "Existing Credit Documents"), other than (a) obligations of the respective Credit Parties under indemnification and expense reimbursement provisions of the Existing Credit Documents (the "Contingent Obligations") which by their express terms survive termination of the Existing Credit Documents (and, by their execution hereof, each of the Credit Parties hereby acknowledges, confirms and reaffirms such survival), and (b) reimbursement obligations of Borrower in respect of outstanding documentary letters of credit issued by Issuing Lender (such documentary letters of credit being hereinafter referred to individually as an "Existing Documentary Letter of Credit" and collectively as the "Existing Documentary Letters of Credit") set forth on Exhibit A hereto (collectively, the "Documentary LC Reimbursement Obligations"). Issuing Lender and each of the Credit Parties hereby represent and warrant to each of the other Existing Lender Parties that the Existing Documentary Letters of Credit set forth on Exhibit A hereto constitute all Letters of Credit issued by Issuing Lender under the Existing Credit Agreement and outstanding on the date hereof (the "Repayment Date").

As the Repayment Date, except for the Contingent Obligations and the Documentary LC Reimbursement Obligations, the total amount of the indebtedness and other obligations of the Credit Parties to the Existing Lender Parties under the Existing Credit Documents, including all accrued interest, fees and expenses, if any, payable with respect thereto will be \$47,177.35 (such amount being referred to herein as the "Loan Repayment Amount").

As of the Repayment Date, the aggregate undrawn face amount of the Existing Documentary Letters of Credit will be \$2,309,536.53 (such amount being referred to herein as the "LC Amount"). By their execution hereof, Borrower and the Credit Parties hereby jointly and severally agree to reimburse Issuing Lender for any payment or disbursement made by Issuing Lender in respect of any Documentary LC Reimbursement Obligation, including, without limitation, any such payment under any of the Existing Documentary Letters of Credit, which reimbursement obligation shall be irrevocable and not subject to any qualification or exception whatsoever and shall be made under all circumstances, including, without limitation, any of the circumstances described in Section 3.3(f) of the Credit Agreement. To secure the prompt and complete payment, performance and observance of the reimbursement obligations set forth in the immediately preceding sentence, Borrower shall deliver or cause to be delivered to Issuing Lender cash collateral (the "Required LC Cash Collateral") in an amount equal to one hundred five percent (105%) of the LC Amount. By their execution hereof, Borrower and each of the other Credit Parties hereby agree that (a) all Required LC Cash Collateral shall be held by Issuing Lender in a non-interest bearing account in Issuing Lender's name or in such

The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 3

other manner as Issuing Lender shall elect, (b) Issuing Lender shall have no obligation to invest all or any part of the Required LC Cash Collateral, (c) neither Borrower nor any of the other Credit Parties shall have any control whatsoever over all or any part of the Required LC Cash Collateral or any account in which all or any part thereof is maintained, and (d) beyond the exercise of reasonable care to assure the safe custody of any Required LC Cash Collateral in the physical possession of Issuing Lender, Issuing Lender shall not have any duty or liability to protect or preserve any Required LC Cash Collateral, and shall be relieved of all responsibility for any Required LC Cash Collateral upon surrender thereof to or at the direction of Borrower pursuant to the immediately succeeding sentence; **provided**, that, if the original copy of any Existing Documentary Letter of Credit is surrendered by Borrower to Issuing Lender for cancellation prior to the occurrence of draws thereunder for the full face amount thereof, promptly following receipt of such Existing Documentary Letter of Credit, Issuing Lender shall repay to Refinancing Agent for the account of Borrower a portion of the Required LC Cash Collateral in an amount equal to one hundred percent (100%) of the aggregate then undrawn face amount of such surrendered Existing Documentary Letter of Credit. Upon satisfaction in full of all of the Documentary LC Reimbursement Obligations, including, without limitation, all accrued and unpaid fees and expenses, any then remaining Required LC Cash Collateral shall be surrendered by Issuing Lender to or at the direction of the Refinancing Agent.

Payment of the Loan Repayment Amount should be made to Existing Agent not later than 12:00 noon, New York time, on November 26, 2003, by wire transfer of Dollars in immediately available funds in accordance with the following instructions:

Deutsche Bank Trust Company Americas
ABA Routing Number: 021001033
Account Number: 00403416
Reference: Lochmann's Operating Co.
Attention: Lianne Jaworski

Delivery of the Required LC Cash Collateral should be made to Issuing Lender not later than 12:00 noon, New York time, on November 26, 2003, by wire transfer of Dollars in immediately available funds in accordance with the following instructions:

LaSalle Bank National Association
ABA Routing Number: 071000505
Account Number: 2321122
Reference: Lochmann's Operating Co.
Attention: Jeff Chocholek

In consideration of (a) receipt by Existing Agent of the Loan Repayment Amount as provided herein above, (b) receipt by Issuing Lender of the Required LC Cash Collateral as provided herein above, and (c) the respective covenants and agreements of Borrower and the

The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 4

other Credit Parties set forth herein, Existing Agent, for and on behalf of the Existing Lender Parties, hereby (i) acknowledges that payment of the Loan Repayment Amount will constitute payment in full of all indebtedness and other obligations of the Credit Parties to the Existing Lender Parties, except for the Contingent Obligations and the Documentary LC Reimbursement Obligations, and (ii) agrees that, effective upon (A) receipt by Existing Agent of the Loan Repayment Amount as provided herein above, (B) receipt by Issuing Lender of the Required LC Cash Collateral as provided herein above, and (C) receipt by Existing Agent of a copy of this letter agreement duly executed by Refinancing Agent, Borrower and each of the other Credit Parties, all security interests and liens which Borrower or any of the other Credit Parties may have granted to Existing Agent in, on or against the property or assets of such Credit Party shall be deemed released and terminated and the Existing Credit Agreement and each of the other Existing Credit Documents (other than this letter agreement) shall terminate (whereupon no Existing Lender Party shall have any further obligation thereafter to make loans or other extensions of credit to Borrower or any of the other Credit Parties thereunder); provided, that, nothing herein is intended or shall be deemed or construed to terminate or otherwise satisfy the obligations of Borrower or any of the other Credit Parties to any Existing Lender Party (i) in respect of any Contingent Obligations, all of which shall continue after the Repayment Date on an unsecured basis, or (ii) in respect of any Documentary LC Reimbursement Obligations, all of which shall continue after the Repayment Date and shall be secured by the Required LC Cash Collateral.

Upon (a) receipt by Existing Agent of the Loan Repayment Amount as provided herein above, (b) receipt by Issuing Lender of the Required LC Cash Collateral as provided herein above, and (c) receipt by Existing Agent of a copy of this letter agreement duly executed by Refinancing Agent, Borrower and each of the other Credit Parties, Existing Agent hereby (i) authorizes the Refinancing Agent and Borrower to file termination statements with respect to all Uniform Commercial Code financing statements filed by or for the benefit of Existing Agent against any of the Credit Parties pursuant to the Existing Credit Documents, including, without limitation, those described on Exhibit B hereto, (ii) agrees to promptly deliver to Refinancing Agent (and in each case hereby authorizes the Refinancing Agent and Borrower to file the same): (A) a Satisfaction of Mortgage pertaining to Borrower's leased premises located at 5740 Broadway, Bronx, New York, substantially in the form of Exhibit C hereto, (B) a Release and Reassignment pertaining to the trademarks and trademark applications identified therein, substantially in the form of Exhibit D hereto, (C) affidavits of loss and indemnity agreements executed by the Existing Agent with respect to all stock certificates delivered by the Credit Parties to Existing Agent pursuant to the Existing Credit Documents, substantially in the form of Exhibit E hereto, (D) a notice to First Union National Bank ("FUNB"), substantially in the form of Exhibit F hereto, terminating the bank agency agreement among First Union Bank, Existing Agent and Borrower referred to therein, (E) a notice to PNC Merchant Services Company ("PNC"), substantially in the form of Exhibit G hereto, terminating the irrevocable payment instructions referred to therein, and (H) a notice to Discover Card Services, Inc. ("Discover"), substantially in the form of Exhibit H hereto, terminating the irrevocable payment instructions

The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 5

referred to therein and (iii) agrees to pay promptly to Borrower any amount received by the Existing Agent for the account of any of the Credit Parties from FUNB, PNC and Discover on or after the Repayment Date, to the extent that such amount was not applied by Existing Agent against the indebtedness and other obligations of the Credit Parties to the Existing Lender Parties under the Existing Credit Documents prior to or at the time of the determination by Existing Agent of the Repayment Amount, such amounts to be wire transferred to Borrower in immediately available funds in accordance with the following instructions:

Wachovia Bank, National Association
Charlotte, North Carolina
ABA Routing Number: 053000219
Account Number: 2000017266055
Reference: Loehmann's Operating Co.
Collateral Account for
The CIT Group/Business Credit, Inc.

In consideration of the release by Existing Agent of its security interests and liens in the property and assets of the respective Credit Parties as contemplated herein, (a) the Credit Parties hereby agree to jointly and severally indemnify Existing Agent and each of the other Existing Lender Parties on account of, and to pay to the Existing Agent on demand the amount of, any check, draft or other instrument, deposited before Existing Agent's receipt of the Loan Repayment Amount which is returned for any reason, to the extent that such amount was applied by Existing Agent against the indebtedness and other obligations of the Credit Parties to the Existing Lender Parties under the Existing Credit Documents prior to or at the time of the determination by Existing Agent of the Repayment Amount; (b) each Credit Party hereby agrees that neither Existing Agent nor any other member of the Existing Lender Group shall have any further obligations, liabilities, responsibilities, duties or commitments under the Existing Credit Agreement or any of the other Existing Credit Documents or any agreement or other document related to or contemplated by any thereof (other than this letter agreement); and (c) each Credit Party hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges each of the Existing Lender Parties and their respective, directors, officers, attorneys, affiliates, agents and employees, and the heirs, executors, administrators, agents, successors and assigns of those Persons, from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the respective Credit Parties with the Existing Lender Parties or any of them under or in connection with the Credit Agreement or any of the other Existing Credit Documents (in each case, except to the extent that it is finally judicially determined to have resulted from such Person's own gross negligence or willful misconduct).

In order to facilitate the orderly processing of Borrower's inventory, Borrower has requested that Existing Agent permit the existing broker agency revocable power of attorney (the

The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 6

“Existing Power of Attorney”) issued by Existing Agent to The Delco Group, Ltd. to remain in effect after Existing Agent’s receipt of the Loan Repayment Amount. In consideration of (a) receipt by Existing Agent of the Loan Repayment Amount as provided herein above, (b) receipt by Issuing Lender of the Required LC Cash Collateral as provided herein above, and (c) the respective covenants and agreements of Borrower and the other Credit Parties set forth herein, Existing Agent hereby agrees to permit the Existing Power of Attorney to remain in effect until August 31, 2004; provided, that, in addition to, and not in limitation of, the indemnification, expense reimbursement and other similar provisions of the Existing Credit Documents which constitute Contingent Obligations, Borrower and each of the other Credit Parties hereby agree to indemnify, defend and hold harmless Existing Agent, Issuing Lender and each of the other Existing Lender Parties, and their respective directors, officers, agents, employees, counsel, advisors and affiliates, from and against any and all losses, claims, damages, liabilities, deficiencies, judgments or expenses incurred by any of them (except to the extent that it is finally judicially determined to have resulted from their own gross negligence or willful misconduct) arising out of or by reason of any litigations, investigations, claims or proceedings which arise out of or are in any way related to the Existing Power of Attorney or the transactions contemplated thereby.

At the expense of Borrower, Existing Agent, for and on behalf of the Existing Lender Parties, also further agrees to deliver such other termination statements, releases, instruments, documents and other agreements, in each case in form and substance reasonably satisfactory to Refinancing Agent, as Refinancing Agent and Borrower may reasonably request in connection with Existing Agent’s within-described termination and release of all security interests and liens granted to Existing Agent pursuant to the Existing Credit Documents.

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[Signature Page Follows]

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The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 7

This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

Very truly yours,

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent**

By: [Signature]
Name: MARILYN E. FUNK
Title: DIRECTOR

**LASALLE BANK NATIONAL
ASSOCIATION, as Issuing Lender**

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
As of November __, 2003

**LOEHMANN'S OPERATING CO.
LOEHMANN'S REAL ESTATE HOLDING INC.
LOEHMANN'S HOLDINGS, INC.
LOEHMANN'S INC., each a Delaware corporation**

By: [Signature]
Name: RICHARD F. MARSTTA
Title: VP & CONTROLLER

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

By: [Signature]
Name: DEBORAH ROBERT
Title: V.P. PRESIDENT

Payoff Letter - DBTC/Loehmann's
60221341

** TOTAL PAGE.02 **

11-25-03 03:01pm From-lasalle bus credit

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The CIT Group/Business Credit, Inc.
as Agent
November 25, 2003
Page 7

This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

Very truly yours,

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent**

By: _____
Name: _____
Title: _____

**LASALLE BANK NATIONAL
ASSOCIATION, as Issuing Lender**

By: *Mitchell J. Tervid*
Name: Mitchell J. Tervid
Title: V.P.

ACKNOWLEDGED AND AGREED
As of November 25, 2003

**LOEHMANN'S OPERATING CO.
LOEHMANN'S REAL ESTATE HOLDING INC.
LOEHMANN'S HOLDINGS, INC.
LOEHMANN'S INC., each a Delaware corporation**

By: *[Signature]*
Name: RICHARD F. ARRETTA
Title: VP & CONTROLLER

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

By: *[Signature]*
Name: DEBORAH ROOFT
Title: VICE PRESIDENT

Payoff Letter - DSTCo/Loehmann's
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