

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Lease Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loehmann's Operating Co.		10/13/2004	CORPORATION: DELAWARE
Loehmann's, Inc.		10/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Loehmann's Capital Corp
Street Address:	445 Broad Hollow Road, Suite 239
Internal Address:	c/o Global Securitization Services, LLC
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1139102	LOEHMANN'S
Registration Number:	734218	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:	nytrademark@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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CH \$140.00 1139102

NAME OF SUBMITTER:

kdelpilar@kslaw.com

Total Attachments: 13

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LEASE TRADEMARK SECURITY AGREEMENT

This LEASE TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2004, is executed by and among Loehmann's Operating Co., a Delaware corporation and Loehmann's, Inc., a Delaware corporation (the "Obligors"), and Loehmann's Capital Corp., a Delaware corporation, together with its successors and assignees, "LCC").

WHEREAS, Loehmann's Operating Co. ("Loehmann's OpCo") and LCC are parties to that certain Lease and License Financing and Purchase Option Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease Agreement"), pursuant to which LCC shall lease and grant a license to Loehmann's OpCo with respect to the Leased Assets; and

WHEREAS, Loehmann's OpCo and LCC are parties to the Call Option Letter, the Put Option Letter, the Supplemental Agreement, the Tax Matters Agreement, the Lease Guarantee and other related documents (together with the Lease Agreement, the "Lease Documents"), each dated as of even date herewith, as each may be amended, restated, supplemented or otherwise modified from time to time; and

WHEREAS, each of Loehmann's Holdings Inc., Loehmann's, Inc., Loehmann's Real Estate Holdings, Inc. and any Domestic Subsidiary of Loehmann's Holdings Inc. (other than Loehmann's OpCo) (the "Guarantors") are parties to the Lease Guarantee dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease Guarantee") pursuant to which the Guarantors shall guarantee the obligations of Loehmann's OpCo under the Lease Documents; and

WHEREAS, each Obligor is an Affiliate of Loehmann's, OpCo and shall derive direct and indirect economic benefits from the Lease Agreement; and

WHEREAS, LCC has required, as a condition to entering into the Lease Agreement, that the Obligors grant to LCC a security interest in and to the Intellectual Property (as defined below); and

WHEREAS, the Lease Security Agreement provides that LCC will enter into this Agreement with the Obligors for the purpose of assigning to LCC, the Intellectual Property.

WHEREAS, LCC, the Obligors, Loehmann's Holdings Inc., Loehmann's Real Estate Holdings, Inc. and Loehmann's Funding Corp. have entered into the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

The Obligors and LCC hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Lease Documents.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Lease Security Agreement.

(b) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Intellectual Property by the Obligors; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Lease Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Grant of Security Interest. As security for the payment and performance of the Lease Obligations, the Obligors hereby grant to LCC a security interest in, and a mortgage upon, all of Obligors’ right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Obligors now have or hereafter own, acquire or develop an interest and wherever located (collectively, the “Intellectual Property”):

- (i) the Trademarks;
- (ii) the Trademark Licenses;
- (iii) the Trade Secrets;
- (iv) the Trade Secret Licenses; and
- (v) all Proceeds.

(b) **Continuing Security Interest.** The Obligors agree that this Agreement shall create a continuing security interest in the Intellectual Property which shall remain in effect until terminated in accordance with Section 9.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to LCC under the Lease Security Agreement. The rights and remedies of LCC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Lease Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Each Obligor represents and warrants to LCC that a true and correct list of all the existing Intellectual Property consisting of U.S.

trademarks, trademark registrations or applications in which such Obligor has an interest, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. (a) On a continuing basis, the Obligors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Issuer to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Obligor's compliance with this Agreement or to enable Issuer to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property, including any documents for filing with the PTO or any applicable state office. LCC may record this Agreement, an abstract thereof, or any other document describing the Issuer interest in the Intellectual Property with the PTO, at the expense of the Obligor. In addition, the Obligor authorizes the Issuer to file financing statements describing the Intellectual Property in any filing office deemed appropriate by Issuer. If the Obligor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Intellectual Property, the Obligor shall immediately notify LCC in a writing signed by the Obligor of the brief details thereof and grant to LCC in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to LCC.

(b) Each Obligor shall cause the prompt termination of all Uniform Commercial Code financing statements and all intellectual property recordations filed or recorded on the date of this Agreement in which any Grantor is named as debtor and CIT (or any predecessor or successor entity) is named as a secured party.

SECTION 6. Authorization to Supplement. If the Obligor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Obligor shall give prompt notice in writing to LCC with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Obligor's obligations under this Section 6, the Obligor authorizes LCC to modify this Agreement by amending Schedule A to include any such new Trademark or Trademark registration. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Issuer continuing security interest in all Intellectual Property, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Obligor, LCC and their respective successors and assigns. The Obligor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Lease Documents.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Intellectual Property are governed by the law of a jurisdiction other than the State of New York.

SECTION 9. Termination. Upon payment and performance in full of all Lease Obligations, the security interests created by this Agreement shall terminate and LCC (at Obligors expense) shall promptly execute and deliver to Loehmann's Funding Corp. if the Revolving Facility is then in effect or otherwise to the Obligors such documents and instruments reasonably requested by Loehmann's Funding Corp. or the Obligors, as applicable, as shall be necessary to evidence termination of all such security interests given by the Obligors to LCC hereunder, including cancellation of this Agreement by written notice from LCC to the PTO.

SECTION 10. Notices. If to LCC,

Loehmann's Capital Corp.
c/o Global Securitization Services, LLC
445 Broad Hollow Road, Suite 239,
Melville, New York 11747
Attn: Andrew Stidd
Telephone: (631) 930-7203
Facsimile No.: (212) 302-8767

with a copy to:

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: Isam Salah, Esq.
Telephone: (212) 556-2140
Facsimile No.: (212) 556-2222

if to the Obligors,

Loehmann's Operating Co.
2500 Halsey Street
Bronx, New York 10461
Attn: Chief Financial Officer
Telephone: (718) 409-2000
Facsimile No.: (718) 430-5367

with a copy to:

Crescent Capital Investments, Inc.
75 Fourteenth Street, 24th Floor
Atlanta, Georgia 30309
Attn: David Crosland
Telephone: (404) 920-9000
Facsimile No.: (404) 920-9001

and:

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: Isam Salah, Esq.
Telephone: (212) 556-2140
Facsimile No.: (212) 556-2222

Except as otherwise expressly provided herein, all notices and other communications hereunder and under any other documents delivered in connection herewith shall have been duly given and shall be effective (a) when delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set forth below, (c) on the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) on the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth above.

SECTION 11. Marshalling. LCC shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Intellectual Property) for, or other assurances of payment of, the Lease Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights of LCC hereunder and of LCC in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each Obligor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of LCC's rights under this Agreement or under any other instrument creating or evidencing any of the Lease Obligations or under which any of the Lease Obligations is outstanding or by which any of the Lease Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Obligor hereby irrevocably waives the benefits of all such laws.

SECTION 12. Proceeds of Dispositions; Expenses. The Obligors shall jointly and severally agree to pay to LCC on demand all reasonable legal expenses, collateral audit and valuation costs, filing fees, insurance premiums and other costs associated with the performance of the obligations of the Obligors as set forth in this Agreement.

After deducting all of said expenses, costs and premiums, the residue of any proceeds of collection or sale of the Lease Obligations or Intellectual Property shall, to the extent actually

received in cash, be applied by LCC towards the payment of the Lease Obligations in accordance with the Lease Documents .

SECTION 13. Overdue Amounts. Until paid, all amounts due and payable by any Obligor hereunder shall constitute Lease Obligations secured by the this Agreement and shall be subject to the late payment provision applicable to late payments under the Lease Agreement.

SECTION 14. Indemnification.

(a) **Indemnity.** Each Obligor agrees to indemnify, defend and hold harmless LCC, and the officers, directors, employees, agents and Affiliates of LCC (collectively, the "Indemnitees") from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including settlement costs), expenses or disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel, advisors, auditors, consultants or other representatives for or of such Indemnitees in connection with any investigative, administrative or judicial proceeding, commenced or threatened, whether or not such Indemnatee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnatee, in any manner relating to or arising out of this Agreement, or any Lease Documents or the Intercreditor Agreement (including any misrepresentation by any Obligor in this Agreement or any Lease Documents or the Intercreditor Agreement) (the "Indemnified Liabilities"); *provided* that, no Obligor shall have any obligation to an Indemnatee hereunder with respect to Indemnified Liabilities if it has been determined by a final decision of a court of competent jurisdiction that such Indemnified Liabilities arose from the gross negligence or willful misconduct of that Indemnatee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, each Obligor shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

(b) **Survival.** The obligations of the Obligors contained in this section shall survive the termination hereof and the discharge of the Obligors' other obligations under this Agreement and under the Lease Documents.

(c) **Reimbursement.** Any amounts paid by any Indemnatee as to which such Indemnatee has the right to reimbursement shall constitute Lease Obligations secured by the Intellectual Property. Without limiting the foregoing, the Obligors will pay all search and filing fees incurred in connection with the Intellectual Property.

SECTION 15. Consent to Jurisdiction; and Serve of Process. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK. EACH OF THE PARTIES HERETO HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY OBLIGOR AND LCC

PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED THAT EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE EACH OF THE PARTIES HERETO FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LEASE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF ISSUER. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTIONS WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO EACH OF THE PARTIES HERETO HEREBY AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR FIVE (5) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. LCC shall have the right to proceed against any Obligor or its personal property in a court in any location to enable LCC to obtain personal jurisdiction over such Obligor, to realize on the Intellectual Property or any other security for the Lease Obligations or to enforce a judgment or other court order entered in favor of LCC.

SECTION 16. Waiver of Jury Trial. EACH OBLIGOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Obligor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Obligor (i) certifies that neither LCC nor any representative, agent or attorney of LCC has represented, expressly or otherwise, that LCC would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Lease Documents to which LCC is a party, LCC is relying upon, among other things, the waivers and certifications contained in this Section 16.

SECTION 17. Inspection of Properties and Books, etc. At any time prior to the release of the Liens under this Agreement, upon reasonable request of LCC at any time and from time to time, the Obligors will:

(1) permit LCC or any assignee, advisor, auditor, consultant, attorney or representative acting for LCC, upon reasonable notice to the Loehmann's OpCo and during normal business hours unless an Event of Default is continuing, to visit and inspect any of the property of the Obligors, to review, make extracts from and copy the books and records of the Obligors relating to any such property, and to discuss any matter pertaining to any such property with the officers and employees of the Obligors; and

(2) deliver to LCC such reports, including valuations, relating to any such property or any Lien thereon as LCC may reasonably request.

SECTION 18. Continuing Security Interest; Assignment.

(a) This Agreement shall create a continuing security interest in the Intellectual Property and shall (i) remain in full force and effect until the payment in full of all Lease Obligations, (ii) be binding on the Obligors, their respective permitted successors and assigns, and (iii) inure to the benefit of LCC and each of its successors, transferees and assigns and (iv) not be assignable by the Obligors, their respective permitted successors and assigns, without the consent of LCC. No other persons (including any other creditor of any Obligor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), LCC may assign or otherwise transfer any Lease Obligations held by it that is secured by this Agreement to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to LCC, herein or otherwise, subject however, to the provisions of the Intercreditor Agreement, the Lease Documents.

(b) Notwithstanding anything to the contrary contained in this Agreement, each Obligor acknowledges that LCC has granted a security interest to the Collateral Agent, for the benefit of the Trustee and the holders of obligations of LCC, in all of its right, title and interest in, to and under the Leased Assets, the Lease Documents and the Collateral specified in the Lease Security Documents. Accordingly, each Obligor agrees that:

(i) The Collateral Agent (for and on behalf of the Trustee) shall have all the rights, powers, privileges and remedies of LCC hereunder. Specifically, each Obligor agrees that, upon the occurrence of an Event of Default, the Collateral Agent (for and on behalf of the Trustee) may exercise any right or remedy against the Obligors provided for herein and the Obligors will not interpose as a defense that such claim should have been asserted by Issuer;

(ii) Upon the delivery by the Collateral Agent of any notice to the Obligors stating that an Event of Default has occurred, then the Obligors will, if so requested by the Collateral Agent, treat the Collateral Agent or the Collateral Agent's designee, as the case may be, for all purposes as LCC hereunder and in all respects comply with all obligations under this Agreement that are asserted by the Collateral Agent as the successor to LCC hereunder, irrespective of whether the Obligors have received any such notice from Issuer; and

(iii) Upon request made by the Collateral Agent at any time, the Obligors will take such actions as are requested by the Collateral Agent to assist the Collateral Agent in maintaining the Collateral Agent's perfected security interest in the Leased Assets.

SECTION 19. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Obligor for liquidation or reorganization, should any Obligor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of a Obligor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Lease Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Lease Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Lease Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 20. Amendments, Waivers and Consents. None of the terms or provisions of this Agreement may be waived, altered, modified or amended, and no consent to any departure by any Obligor herefrom shall be effective, except by or pursuant to an instrument in writing which (i) is duly executed by the Obligors and LCC and (ii) complies with the requirements of the Lease Documents. Any such waiver shall be valid only to the extent set forth therein. A waiver by LCC of any right or remedy under this Agreement on any one occasion shall not be construed as a waiver of any right or remedy which LCC would otherwise have on any future occasion. No failure to exercise or delay in exercising any right, power or privilege under this Agreement on the part of LCC shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

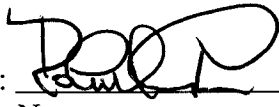
SECTION 22. Merger. This Agreement, taken together with all the other Lease Security Documents, embodies the entire agreement and understanding, between the Obligors and LCC and supersedes all prior agreements and understandings, written and oral, relating to the subject matter hereof.

SECTION 23. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Obligor acknowledges receipt of a copy of this Agreement.

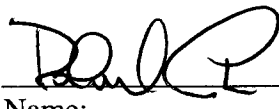
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

LOEHMANN'S OPERATING CO.

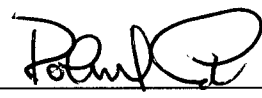
By: 
Name:
Title:

LOEHMANN'S, INC.

By: 
Name:
Title:

Accepted:

LOEHMANN'S CAPITAL CORP.

By: 
Name:
Title:

Schedule A to the Lease Trademark Security Agreement

U.S. Trademarks of the Obligors

Loehmann's, Inc.

List of Registered Trademarks and Trademark Applications

TRADEMARK (Country/State)	REG. NO.	REGISTRATION DATE
LOEHMANN'S (Canada)	367959	April 20, 1990
LOEHMANN'S (Japan)	2188100	November 28, 1989

Loehmann's Operating Co.

List of Registered Trademarks and Trademark Applications

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

Note: As of the Effective Date, Loehmann's Capital Corp. is the owner of the above trademarks; Opco licenses the above trademarks from Loehmann's Capital Corp. pursuant to the Lease Agreement.

Schedule B to the Lease Trademark Security Agreement

Pending U.S. Trademarks Applications of the Obligors

None.