

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Loehmann's Holdings Inc.		01/08/2014	CORPORATION: DELAWARE
Loehmann's, Inc.		01/08/2014	CORPORATION: DELAWARE
Loehmann's Operating Co.		01/08/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Slide Mountain Acquisition Company, LLC
<b>Street Address:</b>	1330 Avenue of the Americas
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	85831126	LOEH-DOWN
Serial Number:	85932882	DESTINATION L1 LOEHMANN'S
Serial Number:	85932873	DESTINATION L1
Registration Number:	4323364	ITALIAN EVENT
Registration Number:	4316172	LOEHMANN'S ITALIAN EVENT
Registration Number:	3433009	LOEHMANN'S NEXXT
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:	3598408	INSIDER CLUB
Registration Number:	3634223	

CH \$440.00 85831126

Registration Number:	2331721	KNITS ETC...
Registration Number:	2311537	WENDY B.
Registration Number:	1139102	LOEHMANN'S
Registration Number:	0734218	LOEHMANN'S
Serial Number:	85680466	THE REAL DESIGNER DEAL

**CORRESPONDENCE DATA**

Fax Number: 2128945590  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-940-8800  
Email: jessica.garrett@kattenlaw.com  
Correspondent Name: Jessica M. Garrett  
Address Line 1: 575 Madison Avenue  
Address Line 2: c/o Katten Muchin Rosenman LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	384806-00001
NAME OF SUBMITTER:	Jessica M. Garrett
Signature:	/Jessica M. Garrett/
Date:	01/09/2014

**Total Attachments: 7**  
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**OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY**

This OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Omnibus Intellectual Property Assignment") dated as of January 8, 2014 ("Effective Date") is made by and among Loehmann's Holdings Inc., a Delaware corporation, Loehmann's, Inc., a Delaware corporation, and Loehmann's Operating Co., a Delaware corporation (collectively, and individually, "Assignor") and Slide Mountain Acquisition Company LLC, a Delaware limited liability company, (the "Assignee").

WHEREAS, Assignor and Esopus Creek Value Series Fund LP – Series A, a Delaware Limited Partnership ("Esopus") have entered into an Asset Purchase Agreement dated January 7, 2014 ("Asset Purchase Agreement"), which provides for the sale of Acquired Assets, including without limitation, the intellectual property set forth on Schedule A annexed hereto, from Assignor to Esopus or its wholly owned assignee;

WHEREAS, the sale of certain assets and assumption of certain liabilities was approved pursuant to an order of the Bankruptcy Court dated January 7, 2014, approving such sale pursuant to §§ 105, 363, and 365 of the Bankruptcy Code (the "Sale Order"), all in the manner and subject to the terms and conditions set forth in the Asset Purchase Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code; and

WHEREAS, Assignee is a wholly owned subsidiary of Esopus and is desirous of acquiring the Acquired Assets pursuant to the terms of the Asset Purchase Agreement and Sale Order;

NOW, THEREFORE, for good and valuable consideration, as set forth in the Asset Purchase Agreement the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee, free and clear of all liens, encumbrances and claims, all of Assignor's right, title and interest in and to the Acquired Assets, including without limitation, the intellectual property identified on Schedule A hereto, and all of Assignor's right, title and interest in related common law rights and all U.S. and Foreign trademark registrations, applications and renewals, and all related goodwill, and the rights to obtain registrations; together with, in each instance, all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Asset Purchase Agreement.


At the reasonable request of Assignee, Assignor shall timely execute and deliver to Assignee any additional consents and further assignment documents that may be required to give full effect to this Omnibus Intellectual Property Assignment. Until such time as all of the Assignments of Assignor's intellectual property in all countries set forth in the annexed Schedule A are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall be deemed to be the owner of all of Assignor's right, title and interest in the intellectual property identified on Schedule A.

In the event that any of Assignor's intellectual property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's reasonable business judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of this Omnibus Intellectual Property Assignment and any other assignments hereunder shall be made at Assignee's expense.


The parties hereto acknowledge and agree that the transfer terms, representations, warranties, covenants, and other agreements contained in the Asset Purchase Agreement shall not be expanded, superseded or altered hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between any of the terms of the Asset Purchase Agreement and any of the terms of this Omnibus Intellectual Property Assignment, the terms of the Asset Purchase Agreement shall govern in their entirety.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Omnibus Intellectual Property Assignment to be signed in their respective corporate names by a duly authorized officer this 8<sup>th</sup> day of January, 2014.


LOEHMANN'S HOLDINGS INC.

By:   
Name: William B. Thayer  
Title: Chief Operating Officer

LOEHMANN'S, INC.

By:   
Name: William B. Thayer  
Title: Chief Operating Officer

LOEHMANN'S OPERATING CO.

By:   
Name: William B. Thayer  
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:  
SLIDE MOUNTAIN ACQUISITION COMPANY LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Omnibus Intellectual Property Assignment to be signed in their respective corporate names by a duly authorized officer this 8<sup>th</sup> day of January, 2014.

LOEHMANN'S HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

LOEHMANN'S, INC.

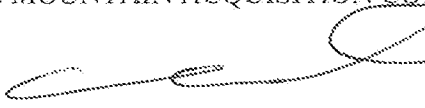
By: \_\_\_\_\_  
Name:  
Title:

LOEHMANN'S OPERATING CO.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

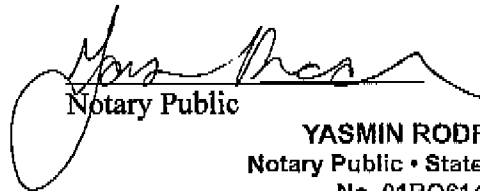
SLIDE MOUNTAIN ACQUISITION COMPANY LLC

By:   
Name: Andrew Sole  
Title: Member

STATE OF New York )  
 ) ss.:  
COUNTY OF Bronx )

**ACKNOWLEDGMENT**

On this 8<sup>th</sup> day of Jan, 2014, before me came William Thayer, who stated that he/she is the \_\_\_\_\_ of Loehmann's Holdings Inc. and acknowledged that he/she executed the above instrument as the act and deed of Loehmann's Holdings Inc. with full authority to do so.

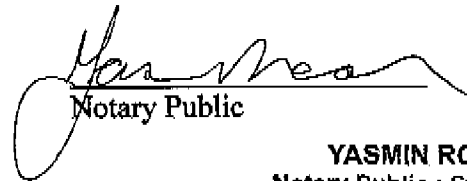
  
Notary Public

**YASMIN RODRIGUEZ**  
Notary Public • State of New York  
No. 01RO6145434  
Qualified In Bronx County  
Commission Expires May 8, 2014

STATE OF New York )  
 ) ss.:  
COUNTY OF Bronx )

**ACKNOWLEDGMENT**

On this 8<sup>th</sup> day of Jan, 2014, before me came William Thayer, who stated that he/she is the \_\_\_\_\_ of Loehmann's Inc. and acknowledged that he/she executed the above instrument as the act and deed of Loehmann's Inc. with full authority to do so.

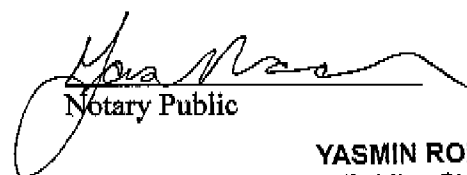
  
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STATE OF New York )  
 ) ss.:  
COUNTY OF Bronx )

**ACKNOWLEDGMENT**

On this 8<sup>th</sup> day of Jan, 2014, before me came William Thayer, who stated that he/she is the \_\_\_\_\_ of Loehmann's Operating Co. and acknowledged that he/she executed the above instrument as the act and deed of Loehmann's Operating Co. with full authority to do so.

  
Notary Public

**YASMIN RODRIGUEZ**  
Notary Public • State of New York  
No. 01RO6145434  
Qualified In Bronx County  
Commission Expires May 8, 2014






**SCHEDULE A**

**Intellectual Property**

**Registered Trademarks/Trademark Applications**

**U.S. Federal**

<b>MARK</b>	<b>App. No.</b>	<b>Reg. No.</b>
LOEH-DOWN	85/831,126	N/A
DESTINATION L1 LOEHMANN'S	85/932,882	N/A
DESTINATION L1	85/932,873	N/A
THE REAL DESIGNER DEAL	85/680,466	4,362,403
ITALIAN EVENT	85/666,481	4,323,364
LOEHMANN'S ITALIAN EVENT	85/666,488	4,316,172
LOEHMANN'S NEXXT	78/804,247	3,433,009
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
INSIDER CLUB	77/563,176	3,598,408
	77/538,991	3,634,223
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