

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	IP SECURITY AGREEMENT SUPPLEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE NEIMAN MARCUS GROUP, INC.		07/15/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	100 FEDERAL STREET
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3486249	5F
Serial Number:	77523569	BERGDORF'S
Registration Number:	3184687	COUTOUR
Registration Number:	3472762	CUSP
Registration Number:	3367555	CUSPARRAZI
Registration Number:	3587563	
Registration Number:	3315415	HORCHOW GIFT CARD
Registration Number:	3370501	IN
Serial Number:	77588528	INCIRCLE
Registration Number:	3370473	INCIRCLE
Serial Number:	77735670	NEIMANS
Registration Number:	3475891	NMG RESOLUTIONS
Registration Number:	3454294	STILETTO STRUT

CH \$340.00 3486249

CORRESPONDENCE DATA

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Jordan Altman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/624
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	07/16/2009

Total Attachments: 8  
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## IP SECURITY AGREEMENT SUPPLEMENT

This IP SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*"), dated July 15, 2009, is made by THE NEIMAN MARCUS GROUP, INC. (the "*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and co-collateral agent for the lenders party to the Credit Agreement referred to below (in such capacities, the "*Collateral Agent*") for the Secured Parties. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement (as defined below).

WHEREAS, the Grantor, the other Loan Parties, the Revolving Lenders party thereto, Deutsche Bank Trust Company Americas, as administrative agent and collateral agent (the "*Existing Agent*") and the other parties thereto entered into that certain Credit Agreement dated as of October 6, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Existing Credit Agreement*");

WHEREAS, in connection with the Existing Credit Agreement, the Company, the Subsidiary Parties party thereto and the Existing Agent, among other parties, entered into that certain Pledge and Security Agreement dated as of October 6, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Original Security Agreement*");

WHEREAS, in connection with the Original Security Agreement, the Company and the Existing Agent, among other parties, entered into (i) that certain first Trademark Security Agreement, dated as of October 6, 2005 and that certain second Trademark Security Agreement, dated as of December 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreements*"); and (ii) that certain Copyright Security Agreement, dated as of October 6, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Copyright Security Agreement*"), whereby the Existing Agent, as the original collateral agent, was granted a security interest in the Company's right, title and interest in, to and under the Trademark Collateral and the Copyright Collateral (as defined in the Trademark Security Agreements and the Copyright Security Agreements, respectively);

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office at reel 3176 frame 0629 on October 18, 2005, reel 3176 frame 0541 on October 18, 2005, and reel 3706 frame 0522 on January 29, 2008;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office at volume 3258 document no. 948 on October 17, 2005;

WHEREAS, the Loan Parties, the Collateral Agent, the Co-Collateral Agents and the Lenders are entering into an Amended and Restated Credit Agreement dated as of the date hereof, which amends and restates the Existing Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, in connection with the Credit Agreement, the Grantor and the Collateral Agent entered into that certain Amended and Restated Pledge and Security Agreement

dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby ("*Trademarks*");
- (b) the copyright registrations and applications set forth in Schedule B hereto;
- (c) with respect to the Trademarks, all licenses of the foregoing, whether as licensee or licensor;
- (d) all renewals of any of the foregoing;
- (e) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages, claims, and payments for past and future infringements for any of the foregoing;
- (f) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (g) all rights corresponding to any of the foregoing throughout the world.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement.

The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Termination. This IP Security Agreement Supplement and the security interest granted hereby shall terminate in accordance with the terms of the Security Agreement.

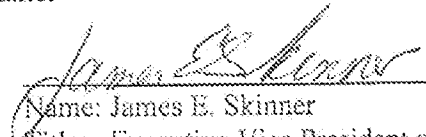
SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Rest of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE NEIMAN MARCUS GROUP, INC.,  
as Grantor

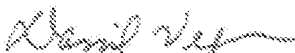
By:



Name: James E. Skinner

Title: Executive Vice President and  
Chief Financial Officer

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: David Vega  
Title: Managing Director

{Signature Page to IP Security Agreement Supplement}

**TRADEMARK**  
**REEL: 004025 FRAME: 0280**

Schedule A

Trademarks

Trademark	Reg. No. / Date	App. No. / Date	Owner	Status
5F	3,486,249 20080812	78-661,805 20050630	The Neiman Marcus Group, Inc.	Registered
BERGDORF'S	N/A	77-523,569 20080716	The Neiman Marcus Group, Inc.	Pending
COUITOUR	3,184,687 20061212	78-578,387 20050302	The Neiman Marcus Group, Inc.	Registered
CUSP	3,472,762 20080722	76-661,018 20060605	The Neiman Marcus Group, Inc.	Registered
CUSPARRAZI	3,367,555 20080115	76-678,780 20070627	The Neiman Marcus Group, Inc.	Registered
Design only	3,587,563 20090310	76-676,700 20070511	The Neiman Marcus Group, Inc.	Registered
HORCHOW GIFT CARD	3,315,415 20071023	76-672,527 20070212	The Neiman Marcus Group, Inc.	Registered
IN	3,370,501 20080115	78-765,123 20051201	The Neiman Marcus Group, Inc.	Registered
INCIRCLE	N/A	77-588,528 20081008	The Neiman Marcus Group, Inc.	Pending
INCIRCLE	3,370,473 20080115	78-755,584 20051116	The Neiman Marcus Group, Inc.	Registered
NEIMANS	N/A	77-735,670 20090513	The Neiman Marcus Group, Inc.	Pending
NMG RESOLUTIONS	3,475,891 20080729	77-352,859 20071214	The Neiman Marcus Group, Inc.	Registered
STILETTO STRUT	3,454,294 20080624	76-676,701 20070511	The Neiman Marcus Group, Inc.	Registered



Schedule B

Copyrights<sup>1</sup>

Title	Reg. No. / Date	Registered Owner	Status
Neiman Marcus Taste: Timeless American Recipes.	TX6840535 20080110	The Neiman Marcus Group	Registered
Neiman Marcus cookbook.	TX5786833 20031110	Neiman Marcus Group	Registered
Pigtails and froglegs.	TX3623121 19930916	Neiman Marcus InCircle	Registered
Pure & simple.	TX3201185 19911028	Neiman Marcus InCircle	Registered
Easter candletower.	N/A	The Neiman Marcus Group, Inc.	N/A
Trifles.	TX2498719 19890202	Horchow Mail Order, Inc.	Registered
Horchow.	TX2494068 19890202	Horchow Mail Order, Inc.	Registered
Grand Finales.	TX2493968 19890202	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX2237683 19880201	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX2498718 19890202	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX2014500 19870316	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX1741166 19860121	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX1530547 19850115	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX1262241 19840109	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX1047618 19830117	Horchow Mail Order, Inc.	Registered
Horchow: The Horchow Collection	TX0896363 19811230	Horchow Mail Order, Inc.	Registered
Another Perspective from Horchow	TX0887328 19811230	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX2493968 19890202	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX2237685 19880201	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX2014499 19870316	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX1530546 19850115	Horchow Mail Order, Inc.	Registered

<sup>1</sup> All scheduled copyrights are beneficially owned by The Neiman Marcus Group, Inc.

Title	Reg. No. / Date	Registered Owner	Status
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX1741165 19860121	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX1385994 19840126	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX1047557 19830117	Horchow Mail Order, Inc.	Registered
Grand Finale: Sales, Close-Outs & Special Values from Famous Companies	TX0884099 19820115	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX2498720 19890202	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX2237684 19880201	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX2024695 19870316	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX1741167 19860121	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX1511561 19850115	Horchow Mail Order, Inc.	Registered
SGF: Savings on Gifts and Furnishings	TX1398214 19840126	Horchow Mail Order, Inc.	Registered