

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT																
<b>CONVEYING PARTY DATA</b>																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>PPR KITSAP MALL LLC</td> <td></td> <td>02/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>PPR KITSAP PLACE LLC</td> <td></td> <td>02/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>PPR CASCADE LLC</td> <td></td> <td>02/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	PPR KITSAP MALL LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	PPR KITSAP PLACE LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	PPR CASCADE LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
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<b>PROPERTY NUMBERS Total: 2</b>																	
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<b>CORRESPONDENCE DATA</b>																	
<p>Fax Number: (646)848-4455  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-848-4455          Email: jlik@shearman.com          Correspondent Name: Timothy Franklin          Address Line 1: 599 Lexington Avenue          Address Line 2: Shearman &amp; Sterling LLP          Address Line 4: New York, NEW YORK 10022</p>																	

**CH \$65.00 2777107**

ATTORNEY DOCKET NUMBER:	7664/137
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	TIMOTHY FRANKLIN
Signature:	/TIMOTHY FRANKLIN/
Date:	02/01/2010
<p>Total Attachments: 6</p> <p>source=PPRT - IP Security Agreement Supplement#page1.tif</p> <p>source=PPRT - IP Security Agreement Supplement#page2.tif</p> <p>source=PPRT - IP Security Agreement Supplement#page3.tif</p> <p>source=PPRT - IP Security Agreement Supplement#page4.tif</p> <p>source=PPRT - IP Security Agreement Supplement#page5.tif</p> <p>source=PPRT - IP Security Agreement Supplement#page6.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated February 1, 2010, is made by each of the Persons listed on the signature page hereof (each, a "*Grantor*") in favor of ROYAL BANK OF CANADA ("*RBC*"), as collateral agent (together with any successor collateral agent appointed pursuant to Article VIII of the Loan Agreement (as hereinafter defined), the "*Collateral Agent*") for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, PACIFIC PREMIER RETAIL TRUST, a Maryland real estate investment trust (the "*Borrower*"), has entered into a Term Loan Agreement dated as of August 21, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with RBC, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the grantors from time to time party thereto have executed and delivered to the Collateral Agent that certain Security Agreement dated August 21, 2009 (as amended by that certain Amendment to Security Agreement dated as of October 8, 2009, supplemented by that certain Security Agreement Supplement dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated August 21, 2009 (as amended by that certain Amendment to Intellectual Property Security Agreement dated as of October 8, 2009, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, each 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 agrees as follows:

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

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B 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 (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. 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 to record this IP Security Agreement Supplement.

SECTION 4. 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.

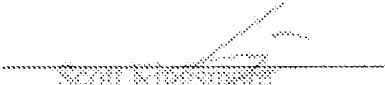
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such State.

*[The remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, each 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.

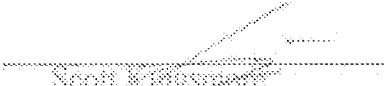
PPR KITSAP MALL LLC,  
a Delaware limited liability company

By: Pacific Premier Retail Trust,  
a Maryland real estate investment trust,  
its sole member

By:   
Name: Scott Klingensmith  
Title: Senior Vice President

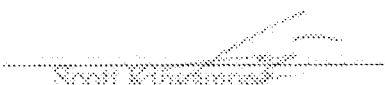
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By: Pacific Premier Retail Trust,  
a Maryland real estate investment trust,  
its sole member

By:   
Name: Scott Klingensmith  
Title: Senior Vice President

PPR CASCADE LLC,  
a Delaware limited liability company

By: Pacific Premier Retail Trust,  
a Maryland real estate investment trust,  
its sole member

By:   
Name: Scott Klingensmith  
Title: Senior Vice President

SCHEDULE A

PATENTS

None

Sch. A-1

SCHEDULE B  
TRADEMARKS

REGISTERED TRADE/SERVICE MARKS

<u>Grantor</u>	<u>Country</u>	<u>Service Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
PPR Kitsap Mall LLC	USA	Kitsap Mall	2,777,107	75-878,678	12/20/1999	10/28/2003
PPR Cascade LLC	USA	Cascade Mall	2,818,709	76-227,466	3/20/2001	3/2/2004

UNREGISTERED TRADE/SERVICE MARKS

<u>Grantor</u>	<u>Country</u>	<u>Service Mark</u>
PPR Kitsap Place LLC	USA	Kitsap Place

DOMAIN NAMES

<u>Grantor</u>	<u>Domain Name</u>
PPR Kitsap Mall LLC	www.shopkitsapmall.com
PPR Cascade LLC	www.shopcascademall.com

SCHEDULE C

COPYRIGHTS

None

Sch. C-1

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