

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE NEIMAN MARCUS GROUP, INC.		05/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS AGENT
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3184687	COUTOUR
Registration Number:	3315415	HORCHOW GIFT CARD
Registration Number:	3367555	CUSPARRAZI
Registration Number:	3370473	INCIRCLE
Registration Number:	3370501	IN
Registration Number:	3454294	STILETTO STRUT
Registration Number:	3472762	CUSP
Registration Number:	3475891	NMG RESOLUTIONS
Registration Number:	3486249	5F
Registration Number:	3587563	
Registration Number:	3856485	STYLE RADAR
Registration Number:	3859012	C CUSP
Registration Number:	3934856	INCIRCLE
Serial Number:	85005268	LITTLE BG

TRADEMARK

900194671

REEL: 004563 FRAME: 0452

OP \$540.00 3184687

Serial Number:	85073889	LOOK FABULOUS. BE FRUGAL.
Serial Number:	85074125	SMART BUYS 24/7
Serial Number:	85074153	FASHION DASH
Serial Number:	85240290	NM DAILY
Serial Number:	85267048	BARIII
Serial Number:	85282433	NMX
Serial Number:	85284085	GO FIGURE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37092
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/15/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of May 16, 2011, among THE NEIMAN MARCUS GROUP, INC., a Delaware corporation (the "Borrower") and CREDIT SUISSE AG (formerly known as Credit Suisse), as collateral agent (in such capacity, the "Agent").

Reference is made to (a) the Credit Agreement dated as of October 6, 2005, as amended and restated as of November 17, 2010, as further amended and restated as of May 16, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Neiman Marcus, Inc. (formerly known as Newton Acquisition, Inc.), a Delaware corporation ("Holdings"), the subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Credit Suisse AG, as administrative agent and as collateral agent and (b) the Pledge and Security and Intercreditor Agreement dated as of October 6, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Agent. The Lenders have extended and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") for recording in the United States Patent and Trademark Office (or any successor office or any similar offices in any other country), including those listed on Schedule I (the "Trademarks"):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving

claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THE NEIMAN MARCUS GROUP, INC.,

By



Name: Kim Yee, Esq.

Title: Vice President and Assistant
General Counsel

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent,

By

Name:

Title:

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this
Trademark Security Agreement as of the day and year first above written.

THE NEIMAN MARCUS GROUP, INC.,
By

Name: Nelson A. Bangs, Esq.
Title: Senior Vice President and
General Counsel

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

By



Name: ROBERT HETU
Title: MANAGING DIRECTOR

By



Name: **Rahul Parmar**
Title: **Associate**

[[3284311]]

Schedule I

U.S. Trademarks

The Neiman Marcus Group, Inc.

MARK	Int'l Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/ Registrant
COUITOUR	39, 43	78/578387 3184687	03/02/2005 12/12/2006	The Neiman Marcus Group, Inc.
HORCHOW GIFT CARD	36	76/672527 3315415	02/07/2007 10/23/2007	The Neiman Marcus Group, Inc.
CUSPARRAZI	41	76/678780 3367555	06/27/2007 01/15/2008	The Neiman Marcus Group, Inc.
INCIRCLE	36	78/755584 3370473	11/16/2005 01/15/2008	The Neiman Marcus Group, Inc.
IN	36	78/765123 3370501	12/01/2005 01/15/2008	The Neiman Marcus Group, Inc.
STILETTEO STRUT	36	76/676701 3454294	05/11/2007 06/24/2008	The Neiman Marcus Group, Inc.
CUSP	35	76/661018 3472762	06/05/2006 07/22/2008	The Neiman Marcus Group, Inc.
NMG RESOLUTIONS	45	77/352859 3475891	12/14/2007 07/29/2008	The Neiman Marcus Group, Inc.
5F	14, 18, 25, 35	78/661805 3486249	06/30/2005 08/12/2008	The Neiman Marcus Group, Inc.
BUTTERFLY	16	76/676700 3587563	05/11/2007 03/10/2009	The Neiman Marcus Group, Inc.
STYLE RADAR	35	77/943478 3856485	02/24/2010 10/05/2010	The Neiman Marcus Group, Inc.
C CUSP	35	77/804183 3859012	09/13/2009 10/12/2010	The Neiman Marcus Group, Inc.
INCIRCLE	35, 36	77/588528 3934856	10/08/2008 03/22/2011	The Neiman Marcus Group, Inc.
LITTLE BG	35	85/005268	04/02/2010	The Neiman Marcus Group, Inc.
LOOK FABULOUS, BE FRUGAL	35	85/073889	06/29/2010	The Neiman Marcus Group, Inc.
SMART BUYS 24/7	35	85/074125	06/20/2010	The Neiman Marcus Group, Inc.
FASHION DASH	35	85/074153	06/29/2010	The Neiman Marcus Group, Inc.
NM DAILY	41, 45	85/240290	02/11/2011	The Neiman Marcus Group, Inc.
BAR III	43	85/267048	03/15/2011	The Neiman Marcus Group, Inc.
NMX	25	85/282433	03/31/2011	The Neiman Marcus Group, Inc.
GO FIGURE	35	85/284085	04/01/2011	The Neiman Marcus Group, Inc.

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