

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
NM NEVADA TRUST		12/05/2012	TRUST: UNITED STATES
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85601196	754	
Registration Number:	4084074	LAST CALL STUDIO BY NEIMAN MARCUS	
Registration Number:	4209448	MIDDAY DASH	
Serial Number:	85608140	NM LUXURY ESSENTIALS	
Serial Number:	85335987	NM ON THE GO	
Serial Number:	85763869	NMBUZZ	
Serial Number:	85443204	NMESC	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		

OP \$190.00 85601196

900240526

TRADEMARK
 REEL: 004914 FRAME: 0683

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 38272

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 12/06/2012

Total Attachments: 6
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NM NEVADA TRUST

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other TRUST

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

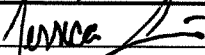
- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

Jessica Levin

Name of Person Signing

DECEMBER 7, 2012

Date

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT dated as of December 5, 2012, among THE NEIMAN MARCUS GROUP, INC., a Delaware corporation (the "Borrower"), NM NEVADA TRUST, a Massachusetts business trust ("NM Trust") and CREDIT SUISSE AG ("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., 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, 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 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 NM Trust 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, each of the Borrower and NM Trust, 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. Each of the Borrower and NM Trust 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

Kim Yee

Name: Kim Yee

Title: Vice President, Assistant General
Counsel, Transactions &
Compliance

NM NEVADA TRUST

By

Kim Yee

Name: Kim Yee

Title: Vice President

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:

Title:

NM NEVADA TRUST,

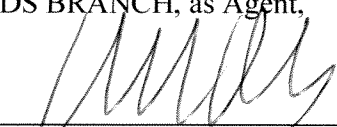
By

Name:

Title:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent,

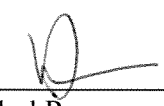
By



Name: Robert Hetu

Title: Managing Director

By



Name: Rahul Parmar

Title: Associate

Schedule I

U.S. Trademarks

MARK	Int'l Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/ Registrant
754	03	85/601,196	04/18/2012	NM Nevada Trust
LAST CALL STUDIO BY NEIMAN MARCUS	35	85/388,741 4,084,074	08/03/2011 01/10/2012	NM Nevada Trust
MIDDAY DASH	35	85/529,736 4,209,448	01/31/2012 9/18/2012	NM Nevada Trust
NM LUXURY ESSENTIALS	35	85/608,140	04/25/2012	NM Nevada Trust
NM ON THE GO	35	85/335,987	06/02/2011	NM Nevada Trust
NMBUZZ	38	85/763,869	10/25/2012	NM Nevada Trust
NMESC	25	85/443,204	10/10/2011	NM Nevada Trust