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		10/25/2013	TRUST: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, 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: 68

Property Type	Number	Word Mark
Registration Number:	3486249	5F
Registration Number:	1705974	745 CAFE
Registration Number:	4028894	BARIII
Registration Number:	1902799	BERGDORF GOODMAN
Registration Number:	0845203	BERGDORF GOODMAN
Registration Number:	0992733	BERGDORF GOODMAN
Registration Number:	0674632	BERGDORF GOODMAN
Registration Number:	3859012	C CUSP
Registration Number:	3472762	CUSP
Registration Number:	3367555	CUSPARRAZI
Registration Number:	3587563	
Registration Number:	1152461	
Registration Number:	1185014	
Registration Number:	4023715	FASHION DASH

OP $1715.00 3486249

Registration Number:	1417026	FIRST CALL
Registration Number:	4022902	GO FIGURE
Registration Number:	1558578	GRAND FINALE
Registration Number:	2857879	HOLIDAY GLORIES
Registration Number:	1673768	HORCHOW
Registration Number:	1651562	HORCHOW
Registration Number:	1249400	HORCHOW
Registration Number:	1262784	HORCHOW
Registration Number:	2688395	HORCHOW FINALE
Registration Number:	3315415	HORCHOW GIFT CARD
Registration Number:	3370501	IN
Registration Number:	3370473	INCIRCLE
Registration Number:	3934856	INCIRCLE
Registration Number:	2302197	INCIRCLE ENTREE
Registration Number:	1774545	LAST CALL
Registration Number:	4084074	LAST CALL STUDIO BY NEIMAN MARCUS
Registration Number:	4080699	LITTLE BG
Registration Number:	4023714	LOOK FABULOUS. BE FRUGAL.
Registration Number:	2164159	MARIPOSA
Registration Number:	4209448	MIDDAY DASH
Registration Number:	1733202	NEIMAN MARCUS
Registration Number:	1593195	NEIMAN MARCUS
Registration Number:	2959652	NEIMAN MARCUS
Registration Number:	2209260	NEIMAN MARCUS
Registration Number:	934177	NEIMAN MARCUS
Registration Number:	1154006	NEIMAN-MARCUS
Registration Number:	0601723	NEIMAN-MARCUS
Registration Number:	0601864	NEIMAN-MARCUS
Registration Number:	0601375	NEIMAN-MARCUS
Registration Number:	2541276	NEW LEVEL OF BEAUTY
Registration Number:	1558605	NM
Registration Number:	2758362	NM
Registration Number:	2162193	NM ESPRESSO BAR
Registration Number:	2137494	NM GIFT CARD
Registration Number:	2289047	NM TO GO

	4353862	NMBUZZ
Registration Number:	3475891	NMG RESOLUTIONS
Registration Number:	1793077	ON 5IVE
Registration Number:	1288052	RED RIVER
Registration Number:	3454294	STILETTO STRUT
Registration Number:	3856485	STYLE RADAR
Registration Number:	1766092	SWEET PEPPERS
Registration Number:	3035428	THE ADDITION
Registration Number:	2277234	THE ART OF FASHION
Registration Number:	2697746	THE BOOK
Registration Number:	2317384	THE BOOK
Registration Number:	1384856	THE BRIDAL GIFTKEEPER
Registration Number:	1804890	THE FRESHMARKET
Registration Number:	1726520	THE MERMAID BAR
Registration Number:	1726506	THE NM CAFE
Registration Number:	1218744	THE ZODIAC
Registration Number:	2856065	VERY BERGDORF
Serial Number:	86019456	NEIMAN MARCUS LAST CALL
Serial Number:	85953685	NM DAILY

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38989
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/05/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of October 25, 2013, by NM Nevada Trust (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Term Loan Guarantee and Collateral Agreement dated as of October 25, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

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[*Signature page follows*]

NM NEVADA TRUST,

by

Name: Brenda A. Sanders
Title: Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

by

Name: Tyler R. Smith
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

U.S. TRADEMARKS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	5F	78661805 6/30/2005	3486249 8/12/2008	REGISTERED	NM Nevada Trust
2.	745 CAFE	74077475 7/11/1990	1705974 8/4/1992	REGISTERED	NM Nevada Trust
3.	BAR III BARIII	85267048 3/15/2011	4028894 9/20/2011	REGISTERED	NM Nevada Trust
4.	BERGDORF GOODMAN BERGDORF GOODMAN	74477798 1/10/1994	1902799 7/4/1995	REGISTERED RENEWED	NM Nevada Trust
5.	BERGDORF GOODMAN	72269394 4/18/1967	0845203 2/27/1968	REGISTERED RENEWED	NM Nevada Trust
6.	BERGDORF GOODMAN	72466163 8/20/1973	0992733 9/3/1974	REGISTERED RENEWED	NM Nevada Trust
7.	BERGDORF GOODMAN BERGDORF GOODMAN	72028482 4/19/1957	0674632 2/24/1959	REGISTERED RENEWED	NM Nevada Trust
8.	C CUSP CUSP	77804183 8/13/2009	3859012 10/12/2010	REGISTERED	NM Nevada Trust
9.	CUSP	76661018 6/5/2006	3472762 7/22/2008	REGISTERED	NM Nevada Trust

10.	CUSPARRAZI CUSPARRAZI	76678780 6/27/2007	3367555 1/15/2008	REGISTERED	NM Nevada Trust
11.	Design Only	76676700 5/11/2007	3587563 3/10/2009	REGISTERED	NM Nevada Trust
12.	Design Only	73079389 3/8/1976	1152461 4/28/1981	REGISTERED RENEWED	NM Nevada Trust
13.	Design Only	73256304 3/31/1980	1185014 1/5/1982	REGISTERED RENEWED	NM Nevada Trust
14.	FASHION DASH	85074153 6/29/2010	4023715 9/6/2011	REGISTERED	NM Nevada Trust
15.	FIRST CALL	73578333 1/21/1986	1417026 11/11/1986	REGISTERED RENEWED	NM Nevada Trust
16.	GO FIGURE GO FIGURE	85284085 4/1/2011	4022902 9/6/2011	REGISTERED	NM Nevada Trust
17.	GRAND FINALE	73769815 12/16/1988	1558578 9/26/1989	REGISTERED RENEWED	NM Nevada Trust
18.	HOLIDAY GLORIES	78198064 12/26/2002	2857879 6/29/2004	REGISTERED	NM Nevada Trust
19.	HORCHOW	74099076 9/21/1990	1673768 1/28/1992	REGISTERED RENEWED	NM Nevada Trust
20.	HORCHOW	74098916 9/20/1990	1651562 7/23/1991	REGISTERED RENEWED	NM Nevada Trust
21.	HORCHOW HORCHOW	73347133 1/25/1982	1249400 8/23/1983	REGISTERED RENEWED	NM Nevada Trust
22.	HORCHOW HORCHOW	73347132 1/25/1982	1262784 1/3/1984	REGISTERED RENEWED	NM Nevada Trust

23.	HORCHOW FINALE HORCHOW FINALE	76390251 4/3/2002	2688395 2/18/2003	REGISTERED RENEWED	NM Nevada Trust
24.	HORCHOW GIFT CARD	76672527 2/12/2007	3315415 10/23/2007	REGISTERED	NM Nevada Trust
25.	IN	78765123 12/1/2005	3370501 1/15/2008	REGISTERED	NM Nevada Trust
26.	INCIRCLE INCIRCLE	78755584 11/16/2005	3370473 1/15/2008	REGISTERED	NM Nevada Trust
27.	INCIRCLE INCIRCLE	77588528 10/8/2008	3934856 3/22/2011	REGISTERED	NM Nevada Trust
28.	INCIRCLE ENTRÉE entrée	75606548 12/16/1998	2302197 12/21/1999	REGISTERED RENEWED	NM Nevada Trust
29.	LAST CALL	74311238 9/4/1992	1774545 6/1/1993	REGISTERED RENEWED	NM Nevada Trust
30.	LAST CALL STUDIO BY NEIMAN MARCUS	85388741 8/3/2011	4084074 1/10/2012	REGISTERED	NM Nevada Trust
31.	LITTLE BG little bg	85005268 4/2/2010	4080699 1/3/2012	REGISTERED	NM Nevada Trust
32.	LOOK FABULOUS. BE FRUGAL Look fabulous. Be frugal.	85073889 6/29/2010	4023714 9/6/2011	REGISTERED	NM Nevada Trust
33.	MARIPOSA	75339782 8/12/1997	2164159 6/9/1998	REGISTERED RENEWED	NM Nevada Trust
34.	MIDDAY DASH Midday Dash	85529736 1/31/2012	4209448 9/18/2012	REGISTERED	NM Nevada Trust

35.	NEIMAN MARCUS	74216290 10/25/1991	1733202 11/17/1992	REGISTERED RENEWED	NM Nevada Trust
36.	NEIMAN MARCUS	73756014 10/5/1988	1593195 4/24/1990	REGISTERED RENEWED	NM Nevada Trust
37.	NEIMAN MARCUS	78374184 2/25/2004	2959652 6/7/2005	REGISTERED	NM Nevada Trust
38.	NEIMAN MARCUS	75433896 2/13/1998	2209260 12/8/1998	REGISTERED RENEWED	NM Nevada Trust
39.	NEIMAN MARCUS	72377875 12/4/1970	934177 5/16/1972	REGISTERED RENEWED	NM Nevada Trust
40.	NEIMAN MARCUS LAST CALL Neiman Marcus Last Call	86019456 7/25/2013	---	PENDING	NM Nevada Trust
41.	NEIMAN-MARCUS	73196302 12/11/1978	1154006 5/12/1981	REGISTERED RENEWED	NM Nevada Trust
42.	NEIMAN-MARCUS Neiman-Marcus	71666681 5/19/1954	0601723 2/1/1955	REGISTERED RENEWED	NM Nevada Trust
43.	NEIMAN-MARCUS Neiman-Marcus	71666680 5/19/1954	0601864 2/8/1955	REGISTERED RENEWED	NM Nevada Trust
44.	NEIMAN-MARCUS Neiman-Marcus	71664021 4/6/1954	0601375 1/25/1955	REGISTERED RENEWED	NM Nevada Trust
45.	NEW LEVEL OF BEAUTY NEW LEVEL OF BEAUTY	75834236 10/28/1999	2541276 2/19/2002	REGISTERED RENEWED	NM Nevada Trust
46.	NM	73777452 1/30/1989	1558605 9/26/1989	REGISTERED RENEWED	NM Nevada Trust
47.	NM	76415449 5/30/2002	2758362 9/2/2003	REGISTERED	NM Nevada Trust
48.	NM DAILY	85953685 6/7/2013	---	PENDING	NM Nevada Trust
49.	NM ESPRESSO BAR	75329151 7/23/1997	2162193 6/2/1998	REGISTERED RENEWED	NM Nevada Trust
50.	NM GIFT CARD	75279273 4/22/1997	2137494 2/17/1998	REGISTERED RENEWED	NM Nevada Trust

51.	NM TO GO	75568610 10/13/1998	2289047 10/26/1999	REGISTERED RENEWED	NM Nevada Trust
52.	NMBUZZ nmbuzz	85763869 10/25/2012	4353862 6/18/2013	REGISTERED	NM Nevada Trust
53.	NMG RESOLUTIONS	77352859 12/14/2007	3475891 7/29/2008	REGISTERED	NM Nevada Trust
54.	ON 5IVE	74321399 10/9/1992	1793077 9/14/1993	REGISTERED RENEWED	NM Nevada Trust
55.	RED RIVER RED•RIVER	73396230 9/30/1982	1288052 7/31/1984	REGISTERED RENEWED	NM Nevada Trust
56.	STILETTO STRUT STILETTO STRUT	76676701 5/11/2007	3454294 6/24/2008	REGISTERED	NM Nevada Trust
57.	STYLE RADAR STYLE RADAR	77943478 2/24/2010	3856485 10/5/2010	REGISTERED	NM Nevada Trust
58.	SWEET PEPPERS	74308816 8/27/1992	1766092 4/20/1993	REGISTERED RENEWED	NM Nevada Trust
59.	THE ADDITION	78510213 11/2/2004	3035428 12/27/2005	REGISTERED	NM Nevada Trust
60.	THE ART OF FASHION THE ART OF FASHION	75377610 10/22/1997	2277234 9/14/1999	REGISTERED RENEWED	NM Nevada Trust
61.	THE BOOK THE BOOK	76417927 6/5/2002	2697746 3/18/2003	REGISTERED	NM Nevada Trust
62.	THE BOOK	75606549 12/16/1998	2317384 2/8/2000	REGISTERED RENEWED	NM Nevada Trust
63.	THE BRIDAL GIFTKEEPER	73529226 3/28/1985	1384856 2/25/1986	REGISTERED RENEWED	NM Nevada Trust
64.	THE FRESHMARKET	74225486 11/26/1991	1804890 11/16/1993	REGISTERED RENEWED	NM Nevada Trust
65.	THE MERMAID BAR	74225488 11/26/1991	1726520 10/20/1992	REGISTERED	NM Nevada Trust
66.	THE NM CAFE	74212602 10/11/1991	1726506 10/20/1992	REGISTERED RENEWED	NM Nevada Trust
67.	THE ZODIAC	73355186 3/18/1982	1218744 11/30/1982	REGISTERED RENEWED	NM Nevada Trust

68.	VERY BERGDORF	78270175 7/3/2003	2856065 6/22/2004	REGISTERED	NM Nevada Trust