TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks recorded at R/F: 4911/0403

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		110/25/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NM Nevada Trust	
Street Address:	1618 Main Street	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Business Trust: MASSACHUSETTS	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	4084074	LAST CALL STUDIO BY NEIMAN MARCUS	
Registration Number:	4209448	MIDDAY DASH	
Serial Number:	85601196	754	
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: 2127514864

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

via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

TRADEMARK REEL: 005147 FRAME: 0773 4084074

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900271158

Address Line 2: Suite 1000 Address Line 4: New York, NEW YORK 10022			
ATTORNEY DOCKET NUMBER:	030205-0178		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		
Date:	11/06/2013		
Total Attachments: 4 source=Mariposa BoA Trademark Release RF 4911-0403 030205-0178#page1.tif source=Mariposa BoA Trademark Release RF 4911-0403 030205-0178#page2.tif source=Mariposa BoA Trademark Release RF 4911-0403 030205-0178#page3.tif source=Mariposa BoA Trademark Release RF 4911-0403 030205-0178#page4.tif			

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 25, 2013, by Bank of America, N.A. as collateral agent (in such capacity, the "Agent"), in favor of NM Nevada Trust, a Massachusetts Business Trust (the "Grantor").

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of July 15, 2009 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), among the Grantor, The Neiman Marcus Group, Inc., a Delaware corporation, Neiman Marcus, Inc. (formerly known as Newton Acquisition, Inc.), a Delaware corporation, the subsidiary parties from time to time party thereto, and the Agent, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of November 30, 2012 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), granting the Agent a security interest in all of the Trademark Collateral (as defined below) as security for the payment in full of the Obligations.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on December 3, 2012, at Reel 004911, Frame 0403, the Grantor granted 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 then owned or thereafter acquired by it or in which it then had or at any time in the future might acquire any right, title or interest (collectively, the "Trademark Collateral") including those listed on Schedule I hereto):

(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; and

WHEREAS, the Agent acknowledges full performance of the Secured Obligations, and accordingly has agreed to release the grant of its security interest in all of the right, title and interest of the Grantor in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby agrees as follows:

- A. <u>Definitions</u>. Unless otherwise defined herein, terms used in this release have the meanings provided in the Security Agreement.
- B. Release of Security Interest. The Agent hereby absolutely, unconditionally and irrevocably releases, terminates and discharges, with respect to the Grantor, all of its security

interest in, to and under the Trademark Collateral, and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with such security interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with such in all Trademark Collateral.

- C. <u>Recordation of Release</u>. The Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.
- D. <u>Further Assurances</u>. The Agent shall, at the Grantor's sole cost and expense and at the Grantor's or its successors in interest's or assigns' reasonable request, execute, acknowledge and deliver to the Grantor or its successors in interest or assigns, as applicable, all further releases and other documents, and take all other actions necessary or reasonably desirable to give effect to this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in United States Trademarks to be executed by its duly authorized officer as of the date above first

BANK OF AMERICA, N.A., as Agent

Title: Managing Director

Schedule I

A Wile	filerates	40000	7 - 13 - 13 - 14 - 14 - 14 - 14 - 14 - 14	A SOUTH	
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	

RECORDED: 11/06/2013