

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: 4543/0276

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		10/25/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Neiman Marcus Group, Inc.
Street Address:	1618 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3856485	STYLE RADAR
Registration Number:	3859012	C CUSP
Serial Number:	85005268	LITTLE BG
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: 2127514864

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

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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
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

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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 The Neiman Marcus Group, Inc., a Delaware corporation (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, 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 May 17, 2011 (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 May 17, 2011, at Reel 004543, Frame 0276, 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. **Definitions**. 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 Trademark Collateral.

C. **Recordation of Release.** The Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

D. **Further Assurances.** 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 written.

BANK OF AMERICA, N.A., as Agent

By: David Vega
Name: David Vega
Title: Managing Director

Schedule I

MARK	CLASS	REG. NO.	FILED DATE	OWNER
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.
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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