TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMC TRS, LLC		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS AGENT
Street Address:	270 PARK AVENUE
City:	New YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3782372	DESIGN SALON
Registration Number:	3796881	DESIGN SALON
Registration Number:	3819277	DESIGN SALON
Registration Number:	3785798	DESIGN SALON
Registration Number:	3785814	DESIGN SALON LVDC
Registration Number:	3775997	DESIGN SALON LVDC
Registration Number:	3886990	DESIGN SALON LVDC
Registration Number:	3765033	DESIGN SALON LVDC
Registration Number:	3775998	DESIGN SALON LVDC
Registration Number:	3881024	IS IT HOME YET?
Registration Number:	3482662	LAS VEGAS DESIGN CENTER
Registration Number:	3428954	LAS VEGAS DESIGN CENTER
Registration Number:	3915485	LAS VEGAS DESIGN CENTER AT WORLD MARKET
Registration Number:	3164222	LAS VEGAS FURNITURE MARKET
Registration Number:	3259971	LAS VEGAS MARKET
Registration Number:	3435484	LVDC
Registration Number:	3761799	LVDC
Registration Number:	3764891	LVDC

OP $1315.00 3782372

Property Type	Number	Word Mark
Registration Number:	3768845	LVDC
Registration Number:	3435486	LVDC
Registration Number:	3761800	LVDC
Registration Number:	3764892	LVDC
Registration Number:	3768846	LVDC
Registration Number:	3764893	LVDC
Registration Number:	4552525	
Registration Number:	3952769	NATIONAL HOME FURNISHING MONTH
Registration Number:	3987334	NATIONAL HOME FURNISHING MONTH
Registration Number:	3890960	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890961	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890962	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890963	ONE GOOD WORLD LAS VEGAS
Registration Number:	3887414	ONE GOOD WORLD LAS VEGAS
Registration Number:	3975166	ONE GOOD WORLD LAS VEGAS
Registration Number:	3982061	ONE GOOD WORLD LAS VEGAS
Registration Number:	3978723	ONE GOOD WORLD LAS VEGAS
Registration Number:	3982062	ONE GOOD WORLD LAS VEGAS
Registration Number:	3978724	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890965	ONE GOOD WORLD LAS VEGAS
Registration Number:	4026598	ONE GOOD WORLD LAS VEGAS
Registration Number:	4026599	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890966	ONE GOOD WORLD LAS VEGAS
Registration Number:	3890967	ONE GOOD WORLD LAS VEGAS
Registration Number:	3070312	SHOWCASE TO THE WORLD
Registration Number:	3067614	VEGAS KIDS
Registration Number:	3915410	WMC
Registration Number:	3924422	WMC
Registration Number:	3915411	WMC
Registration Number:	3915412	WMC
Registration Number:	3915413	WMC
Registration Number:	3915414	WMC
Registration Number:	4040222	WORLD MARKET CENTER LAS VEGAS
Registration Number:	3994784	WORLDMARKETCENTER LAS VEGAS

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	CRS1-39695
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	08/19/2014

Total Attachments: 10
source=39695#page1.tif
source=39695#page2.tif
source=39695#page3.tif
source=39695#page4.tif
source=39695#page5.tif
source=39695#page6.tif
source=39695#page7.tif
source=39695#page8.tif
source=39695#page9.tif
source=39695#page10.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 15, 2014, is made by IMC TRS, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Agent") for the lending institutions in their capacities and lenders (the "Lenders") and the financial institutions in their capacities as letter of credit issuers (the "Letter of Credit Issuers") from time to time parties to the First Lien Credit Agreement, dated as of August 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among International Market Centers, Inc., a Maryland corporation ("Holdings"), IMC OP, LP ("Borrower"), the Lenders and Letter of Credit Issuers from time to time party thereto, and JPMorgan Chase Bank, N.A., as the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to Borrower, and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of August 15, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of the Grantor, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, Borrower and the Restricted Subsidiaries and to induce one or more Lenders or Affiliates of Lenders to enter into Specified Cash Management Agreements or Specified Swap Agreements with Holdings, Borrower and/or its Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks of the Grantor that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service

marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This 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 security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMC TRS, LLC
as the Grantor

By: _____
Name: William Lacey
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights (First Lien)]

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

By: _____
Name: Nadeige Dang
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights (First Lien)]

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
DESIGN SALON	DESIGN SALON	IMC TRS, LLC	1/28/2009 77/658,323 4/27/2010 3,782,372 1/28/2009 77/658,328 6/1/2010 3,796,881 1/28/2009 77/658,335 7/13/2010 3,819,277 1/28/2009 77/658,339 5/4/2010 3,785,798
DESIGN SALON LVDC (Stylized and/or Design)		IMC TRS, LLC	1/30/2009 77/660,551 5/4/2010 3,785,814 1/30/2009 77/660,558 4/13/2010 3,775,997 1/30/2009 77/660,560 12/7/2010 3,886,990 1/30/2009 77/660,567 3/23/2010 3,765,033 1/30/2009 77/660,571 4/13/2010 3,775,998

[[3487723]]

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
IS IT HOME YET?	IS IT HOME YET?	IMC TRS, LLC	7/24/32009 77/789,452 11/23/2010 3,881,024
LAS VEGAS DESIGN CENTER		IMC TRS, LLC	9/25/2007 77/288,182 8/5/2008 3,482,662 9/25/2007 77/288,191 5/13/2008 3,428,954
LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS (and bird design)	LAS VEGAS DESIGN CENTER	IMC TRS, LLC	12/18/2008 77/636,362 2/8/2011 3,915,485
LAS VEGAS FURNITURE MARKET		IMC TRS, LLC	1/11/2005 78/545,736 10/24/2006 3,164,222
LAS VEGAS MARKET		IMC TRS, LLC	9/3/2004 78/478,874 7/10/2007 3,259,971
LVDC	LVDC	IMC TRS, LLC	9/25/2007 77/288,161 5/27/2008 3,435,484 12/18/2008 77/636,333 3/16/2010 3,761,799 12/18/2008 77/636,345 3/23/2010 3,764,891 12/18/2008

[[3487723]]

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			77/636,346 3/30/2010 3,768,845 9/25/2007 77/288,171 5/27/2008 3,435,486
LVDC (and bird design)	LVDC	IMC TRS, LLC	12/18/2008 77/636,348 3/16/2010 3,761,800 12/18/2008 77/636,350 3/23/2010 3,764,892 12/18/2008 77/636,352 3/30/2010 3,768,846 12/18/2008 77/636,354 3/23/2010 3,764,893
Misc (IMC) Design		IMC TRS, LLC	11/9/2012 85/775,615 6/17/2014 4,552,525
NATIONAL HOME FURNISHING MONTH	NATIONAL HOME FURNISHING MONTH	IMC TRS, LLC	10/19/2009 77/852,214 4/26/2011 3,952,769 10/19/2009 77/852,207 6/28/2011 3,987,334
ONE GOOD WORLD LAS VEGAS	ONE GOOD WORLD LAS VEGAS	IMC TRS, LLC	7/30/2009 77/793,762 12/14/2010 3,890,960

[[3487723]]

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			7/30/2009 77/793,783 12/14/2010 3,890,961 7/30/2009 77/793,800 12/14/2010 3,890,962 7/30/2009 77/793,818 12/14/2010 3,890,963 7/30/2009 77/793,872 12/7/2010 3,887,414
ONE GOOD WORLD LAS VEGAS (and design)		IMC TRS, LLC	7/30/2009 77/793,645 6/7/2011 3,975,166 7/30/2009 77/793,677 6/21/2011 3982061 7/30/2009 77/793,696 6/14/2011 3,978,723 7/30/2009 77/793,726 6/21/2011 3,982,062 7/30/2009 77/793,740 6/14/2011 3,978,724

[[3487723]]

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
ONE GOOD WORLD LAS VEGAS (Black and White Design)	ONE GOOD WORLD LAS VEGAS	IMC TRS, LLC	7/31/2009 77/794,228 12/14/2010 3,890,965 7/31/2009 77/794,249 9/13/2011 4,026,598 7/31/2009 77/794,264 7/13/2011 4,026,599 7/31/2009 77/794,283 12/14/2010 3,890,966 7/31/2009 77/794,299 12/14/2010 3,890,967
SHOWCASE TO THE WORLD		IMC TRS, LLC	9/1/2004 78/477,406 3/21/2006 3,070,312
VEGAS KIDS		IMC TRS, LLC	9/1/2004 78/477,429 3/14/2006 3,067,614
WMC		IMC TRS, LLC	9/25/2007 77/288,236 2/8/2011 3,915,410 9/25/2007 77/288,247 3/1/2011 3924422 9/25/2007 77/288,257 2/8/2011 3,915,411

[[3487723]]

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			9/25/2007 77/288,267 2/8/2011 3,915,412 9/25/2007 77/288,275 2/8/2011 3,915,413 9/25/2007 77/288,285 2/8/2011 3,915,414
WORLD MARKET CENTER LAS VEGAS		IMC TRS, LLC	9/1/2004 78/477,328 10/18/2011 4,040,222
WORLD MARKET CENTER LAS VEGAS (and design)		IMC TRS, LLC	9/1/2004 78/477,377 7/12/2011 3,994,784

[[3487723]]