

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314532

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |
| <b>SEQUENCE:</b>             | 2                  |

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | DEUTSCHE BANK AG NEW YORK BRANCH, AS AGENT |
| <b>Street Address:</b> | 60 WALL STREET, MS NYC60-0205              |
| <b>City:</b>           | New YORK                                   |
| <b>State/Country:</b>  | NEW YORK                                   |
| <b>Postal Code:</b>    | 10005                                      |
| <b>Entity Type:</b>    | BANK: GERMANY                              |

## 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                                    |

TRADEMARK

| 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

**TRADEMARK**

**REEL: 005347 FRAME: 0814**

**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:** CRS1-39696

**NAME OF SUBMITTER:** Penelope J.A. Agodoa

**SIGNATURE:** /pja/

**DATE SIGNED:** 08/19/2014

**Total Attachments: 10**  
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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 Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the “Agent”) for the lending institutions in their capacities and lenders (the “Lenders”) from time to time parties to the Second 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 from time to time party thereto, and Deutsche Bank AG New York Branch, 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 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 Second 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, 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 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

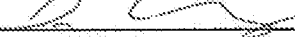
[Signature Page to Grant of Security Interest in Trademark Rights (Second Lien)]

**TRADEMARK**  
**REEL: 005347 FRAME: 0818**

DEUTSCHE BANK AG NEW YORK  
BRANCH,  
as the Administrative Agent

By:  \_\_\_\_\_

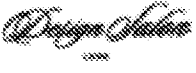
Name: Mary Kay Coyle  
Title: Managing Director

By:  \_\_\_\_\_


Name: Dusan Lazarov  
Title: Director


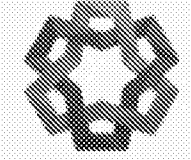
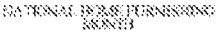
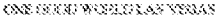
**SCHEDULE A**

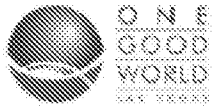
**U.S. Trademark Registrations and Applications**


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



| Title   | Image   | Registered Owner | App. Date<br>App. No.<br>Reg. Date<br>Reg. No.  |
|---|---|------------------|---|
| <i>IS IT HOME YET?</i>  | IS IT HOME YET?   | IMC TRS, LLC     | 7/24/32009<br>77789,452<br>11/23/2010<br>3,881,024  |
| <i>LAS VEGAS DESIGN CENTER</i>  |   | IMC TRS, LLC     | 9/25/2007<br>77/288,182<br>8/5/2008<br>3,482,662<br><br>9/25/2007<br>77/288,191<br>5/13/2008<br>3,428,954   |
| <i>LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS (and bird design)</i> |  | IMC TRS, LLC     | 12/18/2008<br>77/636,362<br>2/8/2011<br>3,915,485   |
| <i>LAS VEGAS FURNITURE MARKET</i>   |   | IMC TRS, LLC     | 1/11/2005<br>78/545,736<br>10/24/2006<br>3,164,222  |
| <i>LAS VEGAS MARKET</i>   |   | IMC TRS, LLC     | 9/3/2004<br>78/478,874<br>7/10/2007<br>3,259,971  |
| <i>LVDC</i>   | LVDC  | IMC TRS, LLC     | 9/25/2007<br>77/288,161<br>5/27/2008<br>3,435,484<br><br>12/18/2008<br>77/636,333<br>3/16/2010<br>3,761,799<br><br>12/18/2008<br>77/636,345<br>3/23/2010<br>3,764,891<br><br>12/18/2008 |

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

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

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

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

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