

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
COLUMBIANA CENTRE, LLC		04/25/2016	Limited Liability Company: DELAWARE
FALLEN TIMBERS SHOPS, LLC		04/25/2016	Limited Liability Company: DELAWARE
GRAND TETON MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
MAYFAIR MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
MONDAWMIN BUSINESS TRUST		04/25/2016	STATUTORY TRUST: MARYLAND
NORTH TOWN MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
OAKWOOD HILLS MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
OAKWOOD SHOPPING CENTER, LLC		04/25/2016	Limited Liability Company: DELAWARE
PIONEER PLACE, LLC		04/25/2016	Limited Liability Company: DELAWARE
PDC-EASTRIDGE MALL L.L.C.		04/25/2016	Limited Liability Company: DELAWARE
PDC-RED CLIFFS MALL L.L.C.		04/25/2016	Limited Liability Company: DELAWARE
RED CLIFFS PLAZA, LLC		04/25/2016	Limited Liability Company: DELAWARE
RIVER HILLS MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
SOONER FASHION MALL L.L.C.		04/25/2016	Limited Liability Company: DELAWARE
SOUTHWEST DENVER LAND L.L.C.		04/25/2016	Limited Liability Company: DELAWARE
SOUTHWEST PLAZA L.L.C.		04/25/2016	Limited Liability Company: DELAWARE
BRASS MILL CENTER MALL, LLC		04/25/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			

CH \$65.00 2018693

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	190 SOUTH LASALLE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2018693	PIONEER PLACE
<b>Registration Number:</b>	2070274	BRASS MILL CENTER

**CORRESPONDENCE DATA**

**Fax Number:** 6508385109

*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:** 650-838-3743

**Email:** jlik@shearman.com

**Correspondent Name:** MARK RUSSELL PEREIRA

**Address Line 1:** 599 Lexington Avenue

**Address Line 2:** Shearman & Sterling LLP

**Address Line 4:** New York, NEW YORK 10022

**NAME OF SUBMITTER:** MARK RUSSELL PEREIRA

**SIGNATURE:** /MARK RUSSELL PEREIRA/

**DATE SIGNED:** 10/04/2016

**Total Attachments: 11**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated as of April 25, 2016, is made by Columbiana Centre, LLC, a Delaware limited liability company, Fallen Timbers Shops, LLC, a Delaware limited liability company, Grand Teton Mall, LLC, a Delaware limited liability company, Mayfair Mall, LLC, a Delaware limited liability company, Mondawmin Business Trust, a Maryland statutory trust, North Town Mall, LLC, a Delaware limited liability company, Oakwood Hills Mall, LLC, a Delaware limited liability company, Oakwood Shopping Center, LLC, a Delaware limited liability company, Pioneer Place, LLC, a Delaware limited liability company, PDC-Eastridge Mall L.L.C., a Delaware limited liability company, PDC-Red Cliffs Mall L.L.C., a Delaware limited liability company, Red Cliffs Plaza, LLC, a Delaware limited liability company, River Hills Mall, LLC, a Delaware limited liability company, Sooner Fashion Mall L.L.C., a Delaware limited liability company, Southwest Denver Land L.L.C., a Delaware limited liability company, Southwest Plaza L.L.C., a Delaware limited liability company and Brass Mill Center Mall, LLC, a Delaware limited liability company (collectively, the "***Grantors***") in favor of **U.S. BANK NATIONAL ASSOCIATION** ("***US Bank***"), as administrative agent (together with any successor administrative agent appointed pursuant to Article 14 of the Loan Agreement (defined below), the "***Administrative Agent***") for the Lenders (as defined in the Loan Agreement).

WHEREAS, Grantors have entered into an Amended and Restated Loan Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), with US Bank, as Administrative Agent, US Bank and Wells Fargo Securities, LLC, as joint lead arrangers and bookrunners, and the other financial institutions party thereto from time to time as lenders ("***Lenders***"), which Loan Agreement amends and restates in its entirety that certain Loan Agreement, dated as of April 26, 2013, as amended, among General Growth Properties, Inc. ("***Parent Guarantor***"), as borrower, the entities party thereto as guarantors, Administrative Agent, and the other financial institutions party thereto as lenders and arrangers (the "***Existing Loan Agreement***"), which is secured, among other things, by the Original IP Security Agreement (as defined below) and Grantors are assuming and Parent Guarantor is released from all obligations of Parent Guarantor as the borrower under the Existing Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, the Grantors wish to grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors.

WHEREAS, as of April 26, 2013, Grantors executed and delivered that certain Intellectual Property Security Agreement (the "***Original IP Security Agreement***").

WHEREAS, Grantors and Administrative Agent wish to amend and restate the Original IP Security Agreement in its entirety on the terms and provisions of this IP Security Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend and restate the Original IP Security Agreement in its entirety on the terms and provisions of this IP Security Agreement and agree as follows:

SECTION 1. ***Grant of Security***. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in all of such Grantor's right, title and interest in and to the following, to the extent applicable (the "***Collateral***"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(b) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “*Trademarks*”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, the Obligations of such Grantor to each Secured Hedge Bank under each Secured Hedge Agreement. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Representations and Warranties.

(a) As to itself and its Collateral:

(i) To Grantor’s knowledge, the operation of such Grantor’s business as currently conducted or as contemplated to be conducted and the use of the Collateral in connection therewith do not conflict with, infringe, misappropriate, dilute, misuse or otherwise violate the intellectual property rights of any third party.

(ii) Such Grantor is the exclusive owner of all right, title and interest in and to the Collateral.

(iii) The Collateral includes all of the patents, patent applications, domain names, trademark registrations and applications, copyright registrations and applications and IP Agreements owned by such Grantor as of the date hereof.

(iv) The Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of such Grantor's knowledge, is valid and enforceable.

(v) To Grantor's knowledge, no claim, action, suit, investigation, litigation or proceeding has been asserted or is pending or threatened against such Grantor (i) based upon or challenging or seeking to deny or restrict such Grantor's rights in or use of any of the Collateral, (ii) alleging that such Grantor's rights in or use of the Collateral or that any services provided by, processes used by, or products manufactured or sold by, such Grantor infringe, misappropriate, dilute, misuse or otherwise violate any patent, trademark, copyright or any other proprietary right of any third party, or (iii) alleging that the Collateral is being licensed or sublicensed in violation or contravention of the terms of any license or other agreement. To such Grantor's knowledge, no Person is engaging in any activity that infringes, misappropriates, dilutes, misuses or otherwise violates the Collateral or such Grantor's rights in or use thereof. Such Grantor has not granted any license, release, covenant not to sue, non-assertion assurance, or other right to any Person with respect to any part of the Collateral.

(vi) No Grantor or Collateral is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Collateral or that would impair the validity or enforceability of such Collateral.

SECTION 4. As to Collateral. (a) With respect to each item of its Collateral, each Grantor agrees to take, at its expense, all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority, to (i) maintain the validity and enforceability of such Collateral and maintain such Collateral in full force and effect, and (ii) pursue the registration and maintenance of each patent, trademark, or copyright registration or application, now or hereafter included in such Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. No Grantor shall, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any Collateral, or abandon any right to file an application for patent, trademark, or copyright, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such Collateral is no longer desirable in the conduct of such Grantor's business and that the loss thereof would not be reasonably likely to have a Material Adverse Effect or a material adverse effect on the value, use or ability to sell or refinance any Individual Property, in which case, such Grantor will give prompt notice of any such abandonment to the Administrative Agent.

(b) Each Grantor agrees promptly to notify the Administrative Agent if such Grantor becomes aware (i) that any item of the Collateral may have become abandoned, placed in the public domain, invalid or unenforceable, or of any adverse determination or development regarding such Grantor's ownership of any of the Collateral, or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any court) regarding any item of the Collateral.

(c) Each Grantor agrees that should it obtain an ownership interest in any item of the type set forth in Section 1 that is not on the date hereof a part of the Collateral ("**After-Acquired Intellectual Property**") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto. At the end of each fiscal year of Grantors, Grantors shall give prompt

written notice to the Administrative Agent identifying the After-Acquired Intellectual Property acquired during such fiscal year, and such Grantor shall execute and deliver to the Administrative Agent with such written notice, or otherwise authenticate, an agreement substantially in the form of Exhibit A hereto or otherwise in form and substance satisfactory to the Administrative Agent (an “*IP Security Agreement Supplement*”) covering such After-Acquired Intellectual Property.

SECTION 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 8. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such state.

SECTION 9. Joint and Several. Each Grantor shall be jointly and severally liable for payment and performance of all obligations of Grantors under this IP Security Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS:**

**COLUMBIANA CENTRE, LLC  
FALLEN TIMBERS SHOPS, LLC  
GRAND TETON MALL, LLC  
MAYFAIR MALL, LLC  
MONDAWMIN BUSINESS TRUST  
NORTH TOWN MALL, LLC  
OAKWOOD HILLS MALL, LLC  
OAKWOOD SHOPPING CENTER, LLC  
PIONEER PLACE, LLC  
PDC-EASTRIDGE MALL L.L.C.  
PDC-RED CLIFFS MALL L.L.C.  
RED CLIFFS PLAZA, LLC  
RIVER HILLS MALL, LLC  
SOONER FASHION MALL L.L.C.  
SOUTHWEST DENVER LAND L.L.C.  
SOUTHWEST PLAZA L.L.C.  
BRASS MILL CENTER MALL, LLC**

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

Name: Marvin J. Levine

Title: Authorized Signatory,

on behalf of each of the entities listed above

**SCHEDULE A**

**PATENTS**

None.



**SCHEDULE B**

**TRADEMARKS**

<b><u>Grantor</u></b>	<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
Pioneer Place, LLC	US	PIONEER PLACE	2018693	74/626454	January 27, 1995	November 26, 1996
PDC-Eastridge Mall L.L.C.	US State – WY	EASTRIDGE MALL	405752	N/A	N/A	June 19, 2000
Grand Teton Mall, LLC	US State – ID	GRAND TETON MALL	16675	N/A	N/A	June 2, 2000
North Town Mall, LLC	US State- WA	NORTHTOWN MALL	28924	N/A	N/A	July 14, 2000
PDF-Red Cliffs Mall L.L.C.	US State- UT	RED CLIFFS MALL	4800342-0190	N/A	N/A	June 5, 2000
Brass Mill Center Mall, LLC	US	BRASS MILL CENTER	2070274	74/614454	December 22, 1994	June 10, 1997

**SCHEDULE C**

**COPYRIGHTS**

None.

Sch. C-1

**EXHIBIT A**

**FORM OF IP SECURITY AGREEMENT SUPPLEMENT**

(see attached)

Exh. A-1

## FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated \_\_\_\_\_, 201\_, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of U.S. BANK NATIONAL ASSOCIATION (“*US Bank*”), as administrative agent (together with any successor Administrative Agent appointed pursuant to Article VIII of the Loan Agreement (as hereinafter defined), the “*Administrative Agent*”) for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_, has entered into an Amended and Restated Loan Agreement dated as of April 25, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), with US Bank, as Administrative Agent, and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Intellectual Property Security Agreement dated April 25, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to the following, to the extent applicable (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

Exh. A-2

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the After-Acquired Intellectual Property by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the After-Acquired Intellectual Property are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such State.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_