

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent		11/04/2016	ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	IMC TRS, LLC
<b>Street Address:</b>	475 S. GRAND CENTRAL PARKWAY SUITE 1615
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89106
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**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

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.*

**TRADEMARK**

**REEL: 005949 FRAME: 0728**

**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

<b>ATTORNEY DOCKET NUMBER:</b>	crs1-41445
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	12/20/2016

**Total Attachments: 9**  
source=41445#page1.tif  
source=41445#page2.tif  
source=41445#page3.tif  
source=41445#page4.tif  
source=41445#page5.tif  
source=41445#page6.tif  
source=41445#page7.tif  
source=41445#page8.tif  
source=41445#page9.tif

RELEASE OF TRADEMARK SECURITY INTERESTS dated as of November 4, 2016 (this "Release"), by DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (the "Administrative Agent"), in favor of the Applicable Grantor (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

A. Reference is made to (i) 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, (ii) the Second Lien Security Agreement dated as of August 15, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent and (iii) the Second Lien Trademark Security Agreement dated as of August 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") between IMC TRS, LLC (the "Applicable Grantor") and the Administrative Agent (such documents set forth in clauses (i), (ii) and (iii), the "Collateral Documents").

B. Pursuant to the Collateral Documents, the Applicable Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Applicable Grantor in, among other things, the Collateral (as defined in the Trademark Agreement) including (i) the trademark and service mark registrations and applications of the Applicable Grantor set forth on Schedule A (provided that no security interest was granted in any 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 have impaired the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby, (ii) all extensions and renewals 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 the Applicable Grantor accruing thereunder or pertaining thereto, (iii) 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, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (iv) 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 (collectively, the "Trademarks"), which security interests were recorded with the United States Patent & Trademark Office on August 19, 2014 at Reel/Frame 5347/0813.

C. Pursuant to the Payoff Letter dated as of 4, 2016 (the "Payoff Letter"), between the Borrower and the Administrative Agent, the Administrative Agent has agreed, subject to the terms and conditions contained in the Payoff Letter, to release any and all security interests it may have in the Trademarks pursuant to the Collateral Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby terminate the Trademark Agreement and release, relinquish and discharge any and all security interests it has against the Trademarks. The Administrative Agent authorizes the Borrower (or its designee), and shall provide any reasonable assistance requested by Borrower, to make filings with the United States Patent & Trademark Office and other necessary filings, in each case at the expense of the Borrower, to evidence the release and termination of the Administrative Agent's security interests in the Trademarks.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[The remainder of this page intentionally left black]

IN WITNESS WHEREOF, the Administrative Agent has caused  
this Release to be duly executed as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Administrative Agent,

By   
Name: \_\_\_\_\_  
Title: **Mary Kay Coyle**  
**Managing Director**

By   
Name: \_\_\_\_\_  
Title: **Anca Trifan**  
**Managing Director**


[Signature Page to Second Lien Trademark Release]


[[3623835]]

**TRADEMARK**  
**REEL: 005949 FRAME: 0732**


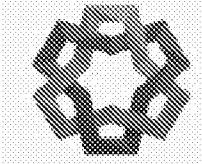
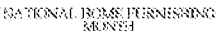
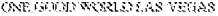
**SCHEDULE A**



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

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
<i>DESIGN SALON</i>	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
<i>DESIGN SALON LVDC (Stylized and/or Design)</i>		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

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
<i>IS IT HOME YET?</i>	IS IT HOME YET?	IMC TRS, LLC	7/24/32009 77/789,452 11/23/2010 3,881,024
<i>LAS VEGAS DESIGN CENTER</i>		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
<i>LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS (and bird design)</i>		IMC TRS, LLC	12/18/2008 77/636,362 2/8/2011 3,915,485
<i>LAS VEGAS FURNITURE MARKET</i>		IMC TRS, LLC	1/11/2005 78/545,736 10/24/2006 3,164,222
<i>LAS VEGAS MARKET</i>		IMC TRS, LLC	9/3/2004 78/478,874 7/10/2007 3,259,971
<i>LVDC</i>	<b>LVDC</b>	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 77/636,346 3/30/2010 3,768,845



Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			9/25/2007 77/288,171 5/27/2008 3,435,486
<i>LVDC (and bird design)</i>		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
<i>Misc (IMC) Design</i>		IMC TRS, LLC	11/9/2012 85/775,615 6/17/2014 4,552,525
<i>NATIONAL HOME FURNISHING MONTH</i>		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
<i>ONE GOOD WORLD LAS VEGAS</i>		IMC TRS, LLC	7/30/2009 77/793,762 12/14/2010 3,890,960  7/30/2009 77/793,783 12/14/2010 3,890,961

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			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
<i>ONE GOOD WORLD            LAS VEGAS (and            design)</i>		IMC TRS, LLC	7/30/2009 77/793,645 6/7/2011 3,975,166  7/30/2009 77/793,677 6/21/2011 3,982,061  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
<i>ONE GOOD WORLD            LAS VEGAS (Black            and White Design)</i>		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

Title	Image	Registered Owner	App. Date App. No. Reg. Date Reg. No.
			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
<i>SHOWCASE TO THE WORLD</i>		IMC TRS, LLC	9/1/2004 78/477,406 3/21/2006 3,070,312
<i>VEGAS KIDS</i>		IMC TRS, LLC	9/1/2004 78/477,429 3/14/2006 3,067,614
<i>WMC</i>		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  9/25/2007 77/288,267 2/8/2011 3,915,412  9/25/2007 77/288,275 2/8/2011 3,915,413

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

[[3623835]]