

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM448578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMC TRS SPE, LLC		09/26/2017	Limited Liability Company: DELAWARE
IMC LICENSE SPE, LLC		09/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITI REAL ESTATE FUNDING INC.		
Street Address:	390 GREENWICH STREET		
Internal Address:	7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: NEW YORK		
Name:	COLUMN FINANCIAL, INC.		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		
Street Address:	383 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4552525		
Registration Number:	4805819		
Registration Number:	4787754		
Registration Number:	3796881	DESIGN SALON	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3819277	DESIGN SALON
Registration Number:	3785798	DESIGN SALON
Registration Number:	3782372	DESIGN SALON
Registration Number:	3765033	DESIGN SALON LVDC
Registration Number:	3775998	DESIGN SALON LVDC
Registration Number:	3886990	DESIGN SALON LVDC
Registration Number:	3785814	DESIGN SALON LVDC
Registration Number:	3775997	DESIGN SALON LVDC
Serial Number:	87332275	DISCOVER THE EXTRAORDINARY
Registration Number:	5280920	DISCOVER THE EXTRAORDINARY
Serial Number:	87332280	DISCOVER THE EXTRAORDINARY
Serial Number:	87332286	DISCOVER THE EXTRAORDINARY
Serial Number:	87332289	DISCOVER THE EXTRAORDINARY
Registration Number:	3566563	IHFC
Registration Number:	3566564	IHFC
Registration Number:	2096256	INTERNATIONAL HOME FURNISHINGS CENTER
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:	3259971	LAS VEGAS MARKET
Registration Number:	3768845	LVDC
Registration Number:	3761799	LVDC
Registration Number:	3764891	LVDC
Registration Number:	3435486	LVDC
Registration Number:	3435484	LVDC
Registration Number:	3761800	LVDC
Registration Number:	3764892	LVDC
Registration Number:	3768846	LVDC
Registration Number:	3764893	LVDC
Registration Number:	5287757	LVM LAS VEGAS MARKET
Serial Number:	87163553	LVM LAS VEGAS MARKET
Serial Number:	87163674	LVM LAS VEGAS MARKET
Serial Number:	87163702	LVM LAS VEGAS MARKET
Registration Number:	3915414	WMC
Registration Number:	3915410	WMC
Registration Number:	3915412	WMC
Registration Number:	3924422	WMC
Registration Number:	3915413	WMC

Property Type	Number	Word Mark
Registration Number:	3915411	WMC
Registration Number:	4040222	WORLD MARKET CENTER LAS VEGAS
Registration Number:	3994784	WORLDMARKETCENTER LAS VEGAS

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 1095 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	384473-155487
NAME OF SUBMITTER:	Erin Peacock
SIGNATURE:	/Erin Peacock/
DATE SIGNED:	10/25/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated September 26, 2017, is made by and among **IMC TRS SPE, LLC**, a Delaware limited liability company having an address at 475 S. Grand Central Parkway, Suite 1615, Las Vegas, Nevada 89106 and **IMC LICENSE SPE, LLC**, a Delaware limited liability company having an address at 475 S. Grand Central Parkway, Suite 1615, Las Vegas, Nevada 89106 (each, a “**Pledgor**”, and collectively, the “**Pledgors**”), in favor of **CITI REAL ESTATE FUNDING INC.**, having an address at 390 Greenwich Street, 7th Floor, New York, New York 10013 (“**Citi**”), **COLUMN FINANCIAL, INC.**, having an address at 11 Madison Avenue, New York, New York 10010 (“**Column**”) and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, having an address at 383 Madison Avenue, New York, New York 10179 (“**JPM**”; JPM, together with Citi, Column and their respective successors and assigns, individually and/or collectively as the context may require, “**Lender**”). Terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (defined below).

WHEREAS, Lender has entered into certain loan documents, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which Lender agreed to make a loan to the Pledgors, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgors and the Lender have entered into that certain Intellectual Property Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce Lender to make the loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, Pledgors have granted to the Lender a security interest in, among other property, certain Intellectual Property of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in and Lien on all of such Pledgor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

(a) the United States registered Trademarks, Trademarks for which United States applications are pending and exclusive Trademark Licenses, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;

(c) all causes of action arising prior to or after the date hereof for infringement

of any of the foregoing; and

(e) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Pledgor 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 any Pledgor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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.

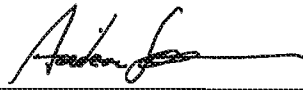
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

IMC TRS SPE, LLC, a Delaware limited liability company

By: 
Name: Andrea Serra
Title: Managing Director and Vice President

IMC LICENSE SPE, LLC, a Delaware limited liability company

By: 
Name: Andrea Serra
Title: Managing Director and Vice President

Acknowledged by:

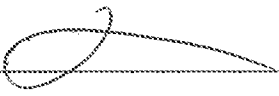
LENDER:

CITI REAL ESTATE FUNDING INC.

By: _____

Name:

Title:


Harry Kramer
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006190 FRAME: 0266

COLUMN FINANCIAL, INC., a Delaware
corporation

By: 

Name:

Title:

David Tusty
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006190 FRAME: 0267

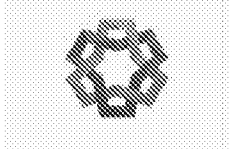





**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION**, a banking association chartered
under the laws of the United States of America

By: 
Name: Simon B. Burbe
Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TRADEMARKS**

Trademark Registrations and Applications






Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
Design only 	US	85775615 11/9/2012	4552525 6/17/2014	IMC TRS SPE, LLC
Design only 	US	77323885 11/7/2007	4805819 9/8/2015	IMC TRS SPE, LLC
Design only 	US	77323944 11/7/2007	4787754 8/11/2015	IMC TRS SPE, LLC
DESIGN SALON	US	77658328 1/28/2009	3796881 6/1/2010	IMC TRS SPE, LLC
DESIGN SALON	US	77658335 1/28/2009	3819277 7/13/2010	IMC TRS SPE, LLC
DESIGN SALON	US	77658339 1/28/2009	3785798 5/4/2010	IMC TRS SPE, LLC
DESIGN SALON	US	77658323 1/28/2009	3782372 4/27/2010	IMC TRS SPE, LLC
DESIGN SALON LVDC and  Design	US	77660567 1/30/2009	3765033 3/23/2010	IMC TRS SPE, LLC
DESIGN SALON LVDC and  Design	US	77660571 1/30/2009	3775998 4/13/2010	IMC TRS SPE, LLC
DESIGN SALON LVDC and  Design	US	77660560 1/30/2009	3886990 12/7/2010	IMC TRS SPE, LLC

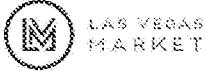
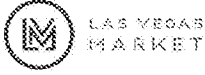

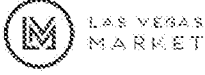

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN SALON LVDC in Stylized Letters 	US	77660551 1/30/2009	3785814 5/4/2010	IMC TRS SPE, LLC
DESIGN SALON LVDC in Stylized Letters 	US	77660558 1/30/2009	3775997 4/13/2010	IMC TRS SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332275 2/10/2017	5380919 9/5/2017	IMC TRS SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332277 2/10/2017	5280920 9/5/2017	IMC TRS SPE, LLC
DISCOVER THE EXTRAORDINARY ¹	US	87332280 2/10/2017	—	IMC TRS SPE, LLC
DISCOVER THE EXTRAORDINARY ²	US	87332286 2/10/2017	—	IMC TRS SPE, LLC
DISCOVER THE EXTRAORDINARY ³	US	87332289 2/10/2017	—	IMC TRS SPE, LLC
IHFC	US	77298511 10/8/2007	3566563 1/27/2009	IMC License SPE, LLC
IHFC and Design 	US	77298515 10/8/2007	3566564 1/27/2009	IMC License SPE, LLC
INTERNATIONAL HOME FURNISHINGS CENTER	US	74532670 6/2/1994	2096256 9/16/1997	IMC License SPE, LLC
LAS VEGAS DESIGN CENTER	US	77288182 9/25/2007	3482662 8/5/2008 Supplemental Register	IMC TRS SPE, LLC
LAS VEGAS DESIGN CENTER	US	77288191 9/25/2007	3428954 5/13/2008 Supplemental Register	IMC TRS SPE, LLC

¹ This trademark is subject to an Office Action alleging that the specimen does not show use for class 37 services.

² This trademark is subject to an Office Action alleging that the specimen does not show use for class 39 services.

³ This trademark is subject to an Office Action alleging that the specimen does not show use for class 43 services.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS and Design  LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS	US	77636362 12/18/2008	3915485 2/8/2011	IMC TRS SPE, LLC
LAS VEGAS MARKET	US	78478874 9/3/2004	3259971 7/10/2007	IMC TRS SPE, LLC
LVDC	US	77636346 12/18/2008	3768845 3/30/2010	IMC TRS SPE, LLC
LVDC	US	77636333 12/18/2008	3761799 3/16/2010	IMC TRS SPE, LLC
LVDC	US	77636345 12/18/2008	3764891 3/23/2010	IMC TRS SPE, LLC
LVDC	US	77288171 9/25/2007	3435486 5/27/2008	IMC TRS SPE, LLC
LVDC	US	77288161 9/25/2007	3435484 5/27/2008	IMC TRS SPE, LLC
LVDC and Design  LVDC	US	77636348 12/18/2008	3761800 3/16/2010	IMC TRS SPE, LLC
LVDC and Design  LVDC	US	77636350 12/18/2008	3764892 3/23/2010	IMC TRS SPE, LLC
LVDC and Design  LVDC	US	77636352 12/18/2008	3768846 3/30/2010	IMC TRS SPE, LLC
LVDC and Design  LVDC	US	77636354 12/18/2008	3764893 3/23/2010	IMC TRS SPE, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
LVM LAS VEGAS MARKET and Design 	US	87163643 9/7/2016	5287757 9/12/2017	IMC TRS SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163553 9/7/2016	—	IMC TRS SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163674 9/7/2016	—	IMC TRS SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163702 9/7/2016	—	IMC TRS SPE, LLC
WMC	US	77288285 9/25/2007	3915414 2/8/2011	IMC TRS SPE, LLC
WMC	US	77288236 9/25/2007	3915410 2/8/2011	IMC TRS SPE, LLC
WMC	US	77288267 9/25/2007	3915412 2/8/2011	IMC TRS SPE, LLC
WMC	US	77288247 9/25/2007	3924422 3/1/2011	IMC TRS SPE, LLC
WMC	US	77288275 9/25/2007	3915413 2/8/2011	IMC TRS SPE, LLC
WMC	US	77288257 9/25/2007	3915411 2/8/2011	IMC TRS SPE, LLC
WORLD MARKET CENTER LAS VEGAS	US	78477328 9/1/2004	4040222 10/18/2011	IMC TRS SPE, LLC
WORLDMARKETCENTER LAS VEGAS and Design 	US	78477377 9/1/2004	3994784 7/12/2011	IMC TRS SPE, LLC