

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brookfield Property REIT Inc.		08/27/2018	Corporation: DELAWARE
General Growth Services, Inc.		08/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	550 S. Tryon Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4885473	GGP	
<b>Registration Number:</b>	5015728	GGP	
<b>Registration Number:</b>	4885474	GGP	
<b>Registration Number:</b>	4885476	GGP	
<b>Registration Number:</b>	5504827	SANTA'S TOY FACTORY	
<b>Registration Number:</b>	5504828	SANTA'S TOY FACTORY	
<b>Registration Number:</b>	5388229	HIPSTER SANTA	
<b>Registration Number:</b>	4856444	ADVENTURE TO SANTA	
<b>Registration Number:</b>	4718202	ADVENTURE TO SANTA	
<b>Registration Number:</b>	3406326	SANTASTIC	
<b>Registration Number:</b>	3317821	GGP MALL GIFT CARDS	
<b>Registration Number:</b>	3211804	STREETMOSPHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<i>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.</i>			
<b>Phone:</b>	212.310.8000		

CH \$315.00 4885473

**Email:** juan.arias@weil.com  
**Correspondent Name:** Rebecca Williams  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** R. Williams - 29711.0267

**NAME OF SUBMITTER:** Rebecca Williams

**SIGNATURE:** /Rebecca Williams/

**DATE SIGNED:** 08/28/2018

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 27, 2018, (this "Agreement"), by Brookfield Property REIT Inc., GGP Limited Partnership, LLC and General Growth Services, Inc. (**each, a "Grantor"**) in favor of Wells Fargo Bank, National Association ("WF"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in that certain Credit Agreement, dated as of August 24, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among Brookfield Retail Holdings VII Sub 3 LLC, Brookfield Property REIT Inc., GGP Nimbus, LLC, GGP Limited Partnership LLC, BPR OP, LP, GGSi Sellco, LLC, GGPLP Real Estate 2010 Loan Pledgor Holding, LLC, GGPLPLLC 2010 Loan Pledgor Holding, LLC, GGPLP 2010 Loan Pledgor Holding, LLC and GGPLP L.L.C., each of the foregoing as the Borrowers, the Lenders party thereto (the "Lenders"), the Issuing Banks party thereto, the Swingline Lender party thereto, Morgan Stanley Senior Funding, Inc., in its capacity as co-administrative agent for the Term Lenders under the Term B Facility and WF, as the administrative agent and the collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Section 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademarks registered by or applied for in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patents issued by or applied for in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyrights registered by or applied for in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Section 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and


remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

BROOKFIELD PROPERTY REIT INC.

By:   
Name: Michelle L. Campbell  
Title: Secretary and Senior Vice President

GGP LIMITED PARTNERSHIP LLC  
GENERAL GROWTH SERVICES, INC.


By: \_\_\_\_\_  
Name: Jeffrey P. Aldridge  
Title: Senior Vice President

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

BROOKFIELD PROPERTY REIT INC.

By: \_\_\_\_\_  
Name: Michelle L. Campbell  
Title: Secretary and Senior Vice President

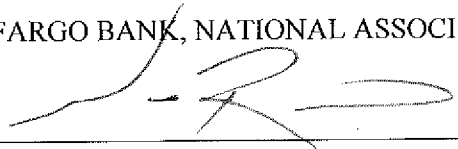
GGP LIMITED PARTNERSHIP LLC  
GENERAL GROWTH SERVICES, INC.

By:  \_\_\_\_\_  
Name: Jeffrey P. Aldridge  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006437 FRAME: 0872**

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Name: Matthew Ricketts



Title: Managing Director

## SCHEDULE I

### TRADEMARKS

REGISTERED OWNER	JURISDICTION	REGISTRATION NUMBER	TRADEMARK
Brookfield Property REIT Inc.	United States	4885473	GGP
Brookfield Property REIT Inc.	United States	5015728	GGP
Brookfield Property REIT Inc.	United States	4885474	GGP
Brookfield Property REIT Inc.	United States	4885476	GGP
GGP Limited Partnership LLC	New Mexico	TN93041505	RIO WEST PARTNERS
General Growth Services, Inc.	United States	5504827	SANTA'S TOY FACTORY
General Growth Services, Inc.	United States	5504828	SANTA'S TOY FACTORY
General Growth Services, Inc.	United States	5388229	HIPSTER SANTA
General Growth Services, Inc.	United States	4856444	ADVENTURE TO SANTA
General Growth Services, Inc.	United States	4718202	ADVENTURE TO SANTA
General Growth Services, Inc.	United States	3406326	SANTASTIC
General Growth Services, Inc.	United States	3317821	GGP MALL GIFT CARDS
General Growth Services, Inc.	United States	3211804	STREETMOSPHERE
General Growth Services, Inc.	Illinois	111120	FOMO

### TRADEMARK APPLICATIONS

REGISTERED OWNER	JURISDICTION	Application Number	TRADEMARK
General Growth Services, Inc.	United States	87/636703 (Intent to Use)	IRL IN REAL LIFE AT WATER TOWER PLACE 
General Growth Services, Inc.	United States	87/636698 (Intent to Use)	IRL IN REAL LIFE 
General Growth Services, Inc.	United States	87/580267 (Intent to Use)	SANTA'S TOY FACTORY

### COPYRIGHT REGISTRATIONS

None.



**SCHEDULE II**

PATENTS

None.

DESIGN PATENTS

<b>REGISTERED OWNER</b>	<b>JURISDICTION</b>	<b>PATENT NUMBER</b>	<b>DESCRIPTION</b>
GGP Limited Partnership LLC	United States	D612287	Holiday Display
GGP Limited Partnership LLC	United States	D614076	Holiday Display
GGP Limited Partnership LLC	United States	D616788	Holiday Display
GGP Limited Partnership LLC	United States	D639203	Ornamental Display

PATENT APPLICATIONS

None.

**SCHEDULE III**

**COPYRIGHTS**

None.

**COPYRIGHT APPLICATIONS**

None.