

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMC LICENSE SPE, LLC		04/10/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITI REAL ESTATE FUNDING INC.		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	DEUTSCHE BANK AG, NEW YORK BRANCH		
<b>Street Address:</b>	60 Wall Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>Name:</b>	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	383 Madison Avenue		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	401 S. Tryon Street		
<b>Internal Address:</b>	8th 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		

TRADEMARK

**PROPERTY NUMBERS Total: 49**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4552525	
<b>Registration Number:</b>	4805819	
<b>Registration Number:</b>	4787754	
<b>Registration Number:</b>	3796881	DESIGN SALON
<b>Registration Number:</b>	3819277	DESIGN SALON
<b>Registration Number:</b>	3785798	DESIGN SALON
<b>Registration Number:</b>	3782372	DESIGN SALON
<b>Registration Number:</b>	3765033	DESIGN SALON LVDC
<b>Registration Number:</b>	3775998	DESIGN SALON LVDC
<b>Registration Number:</b>	3886990	DESIGN SALON LVDC
<b>Registration Number:</b>	3785814	DESIGN SALON LVDC
<b>Registration Number:</b>	3775997	DESIGN SALON LVDC
<b>Registration Number:</b>	5280919	DISCOVER THE EXTRAORDINARY
<b>Registration Number:</b>	5280920	DISCOVER THE EXTRAORDINARY
<b>Serial Number:</b>	87332280	DISCOVER THE EXTRAORDINARY
<b>Serial Number:</b>	87332289	DISCOVER THE EXTRAORDINARY
<b>Registration Number:</b>	3566563	IHFC
<b>Registration Number:</b>	3566564	IHFC
<b>Registration Number:</b>	2096256	INTERNATIONAL HOME FURNISHINGS CENTER
<b>Registration Number:</b>	3482662	LAS VEGAS DESIGN CENTER
<b>Registration Number:</b>	3428954	LAS VEGAS DESIGN CENTER
<b>Registration Number:</b>	3915485	LAS VEGAS DESIGN CENTER AT WORLD MARKET
<b>Registration Number:</b>	3259971	LAS VEGAS MARKET
<b>Registration Number:</b>	3768845	LVDC
<b>Registration Number:</b>	3761799	LVDC
<b>Registration Number:</b>	3764891	LVDC
<b>Registration Number:</b>	3435486	LVDC
<b>Registration Number:</b>	3435484	LVDC
<b>Registration Number:</b>	3761800	LVDC
<b>Registration Number:</b>	3764892	LVDC
<b>Registration Number:</b>	3768846	LVDC
<b>Registration Number:</b>	3764893	LVDC
<b>Registration Number:</b>	5287757	LVM LAS VEGAS MARKET
<b>Registration Number:</b>	5543430	LVM LAS VEGAS MARKET
<b>Registration Number:</b>	5543431	LVM LAS VEGAS MARKET
<b>Registration Number:</b>	5543432	LVM LAS VEGAS MARKET
<b>Registration Number:</b>	3915414	WMC

Property Type	Number	Word Mark
Registration Number:	3915410	WMC
Registration Number:	3915412	WMC
Registration Number:	3924422	WMC
Registration Number:	3915413	WMC
Registration Number:	4040222	WORLD MARKET CENTER LAS VEGAS
Registration Number:	3994784	WORLDMARKETCENTER LAS VEGAS
Serial Number:	87754118	DESIGNON
Serial Number:	87760613	DESIGN HPMKT
Serial Number:	87754098	TREND WATCH
Serial Number:	87754103	TREND WATCH
Serial Number:	87754113	TREND WATCH
Serial Number:	87754108	TREND WATCH

**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/Noah Shier

**Address Line 1:** 1095 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 384473-166235

**NAME OF SUBMITTER:** Noah Shier

**SIGNATURE:** /Noah Shier/

**DATE SIGNED:** 04/18/2019

**Total Attachments: 12**

- source=Citi - 2019 IMC - Trademark Security Agreement#page1.tif
- source=Citi - 2019 IMC - Trademark Security Agreement#page2.tif
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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 April 10, 2019, is made by and among **IMC LICENSE SPE, LLC**, a Delaware limited liability company having an address at 475 S. Grand Central Parkway, Suite 1615, Las Vegas, Nevada 89106 (“**Pledgor**”), in favor of **CITI REAL ESTATE FUNDING INC.**, having an address at 388 Greenwich Street, 6th Floor, New York, New York 10013 (“**Citi**”), **DEUTSCHE BANK AG, NEW YORK BRANCH**, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (“**DB**”), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, having an address at 383 Madison Avenue, 31st Floor, New York, New York 10179 (“**JPM**”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, having an address at 401 S. Tryon Street, 8th Floor, Charlotte, North Carolina 28202 (“**Wells**”; Wells, together with Citi, DB and JPM 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 Pledgor and affiliates of Pledgor, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and affiliates of Pledgor 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, Pledgor and affiliates of Pledgor have granted to the Lender a security interest in, among other property, certain Intellectual Property of the Pledgor and affiliates of Pledgor, 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, 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 the following, in each case, whether now owned or existing, or hereafter acquired or arising in (the “**Collateral**”):

- (a) all United States registered Trademarks, Trademarks for which United States applications are pending (except for Pledgor’s Trademark applications filed in the United States Patent and Trademark Office on the basis of a Pledgor’s intent to use such

marks pursuant to 15 U.S.C. § 1051 Section 1(b) for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral) 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 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 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 Pledgor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by 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.

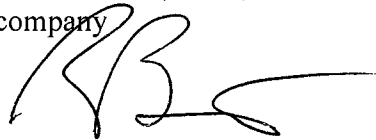
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies 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 LICENSE SPE, LLC**, a Delaware limited liability company

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

Name: Ron Bernstein

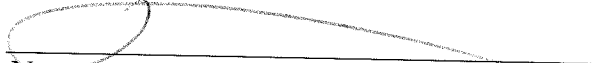
Title: Managing Director and Vice President

**ACKNOWLEDGED BY:**

**LENDER:**

**CITI REAL ESTATE FUNDING INC.**

By:



Name:

Title:

Harry Kramer  
Vice President

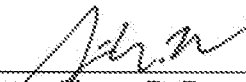


**DEUTSCHE BANK AG, NEW YORK  
BRANCH**

By:   
Name: STEVEN PACK  
Title: DIRECTOR

By:   
Name: Jon Tilli  
Title: Vice President

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

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

[Signature Page to Trademark Security Agreement]

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

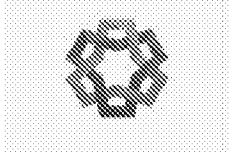
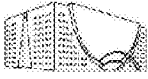
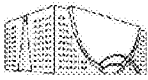



By:   
Name: Jeffrey L. Cirillo  
Title: Managing Director





[Signature Page to Trademark Security Agreement]




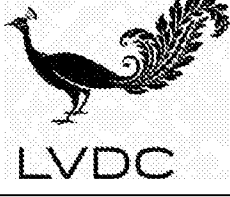
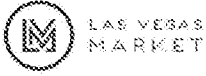
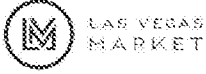
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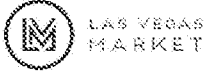
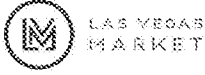



**SCHEDULE A  
TRADEMARKS**

**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 License SPE, LLC
Design only 	US	77323885 11/7/2007	4805819 9/8/2015	IMC License SPE, LLC
Design only 	US	77323944 11/7/2007	4787754 8/11/2015	IMC License SPE, LLC
DESIGN SALON	US	77658328 1/28/2009	3796881 6/1/2010	IMC License SPE, LLC
DESIGN SALON	US	77658335 1/28/2009	3819277 7/13/2010	IMC License SPE, LLC
DESIGN SALON	US	77658339 1/28/2009	3785798 5/4/2010	IMC License SPE, LLC
DESIGN SALON	US	77658323 1/28/2009	3782372 4/27/2010	IMC License SPE, LLC
DESIGN SALON LVDC and  Design	US	77660567 1/30/2009	3765033 3/23/2010	IMC License SPE, LLC
DESIGN SALON LVDC and  Design	US	77660571 1/30/2009	3775998 4/13/2010	IMC License SPE, LLC
DESIGN SALON LVDC and  Design	US	77660560 1/30/2009	3886990 12/7/2010	IMC License 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 License SPE, LLC
DESIGN SALON LVDC in Stylized Letters 	US	77660558 1/30/2009	3775997 4/13/2010	IMC License SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332275 2/10/2017	5280919 9/5/2017	IMC License SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332277 2/10/2017	5280920 9/5/2017	IMC License SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332280 2/10/2017	—	IMC License SPE, LLC
DISCOVER THE EXTRAORDINARY	US	87332289 2/10/2017	—	IMC License 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 License SPE, LLC
LAS VEGAS DESIGN CENTER	US	77288191 9/25/2007	3428954 5/13/2008  Supplemental Register	IMC License SPE, LLC
LAS VEGAS DESIGN CENTER AT WORLD MARKET CENTER LAS VEGAS and Design 	US	77636362 12/18/2008	3915485 2/8/2011	IMC License SPE, LLC
LAS VEGAS MARKET	US	78478874 9/3/2004	3259971 7/10/2007	IMC License SPE, LLC
LVDC	US	77636346 12/18/2008	3768845 3/30/2010	IMC License SPE, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
LVDC	US	77636333 12/18/2008	3761799 3/16/2010	IMC License SPE, LLC
LVDC	US	77636345 12/18/2008	3764891 3/23/2010	IMC License SPE, LLC
LVDC	US	77288171 9/25/2007	3435486 5/27/2008	IMC License SPE, LLC
LVDC	US	77288161 9/25/2007	3435484 5/27/2008	IMC License SPE, LLC
LVDC and Design 	US	77636348 12/18/2008	3761800 3/16/2010	IMC License SPE, LLC
LVDC and Design 	US	77636350 12/18/2008	3764892 3/23/2010	IMC License SPE, LLC
LVDC and Design 	US	77636352 12/18/2008	3768846 3/30/2010	IMC License SPE, LLC
LVDC and Design 	US	77636354 12/18/2008	3764893 3/23/2010	IMC License SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163643 9/7/2016	5287757 9/12/2017	IMC License SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163553 9/7/2016	5543430 8/21/2018	IMC License SPE, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
LVM LAS VEGAS MARKET and Design 	US	87163674 9/7/2016	5543431 8/21/2018	IMC License SPE, LLC
LVM LAS VEGAS MARKET and Design 	US	87163702 9/7/2016	5543432 8/21/2018	IMC License SPE, LLC
WMC	US	77288285 9/25/2007	3915414 2/8/2011	IMC License SPE, LLC
WMC	US	77288236 9/25/2007	3915410 2/8/2011	IMC License SPE, LLC
WMC	US	77288267 9/25/2007	3915412 2/8/2011	IMC License SPE, LLC
WMC	US	77288247 9/25/2007	3924422 3/1/2011	IMC License SPE, LLC
WMC	US	77288275 9/25/2007	3915413 2/8/2011	IMC License SPE, LLC
WORLD MARKET CENTER LAS VEGAS	US	78477328 9/1/2004	4040222 10/18/2011	IMC License SPE, LLC
WORLDMARKETCENTER LAS VEGAS and Design 	US	78477377 9/1/2004	3994784 7/12/2011	IMC License SPE, LLC
DESIGNON	US	87/754118 1/12/2018	—	IMC License SPE, LLC
DESIGN HPMKT	US	87/760613 1/18/2018	—	IMC License SPE, LLC
TREND WATCH	US	87/754098 1/12/2018	—	IMC License SPE, LLC
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TREND WATCH 	US	87/754113 1/12/2018	—	IMC License SPE, LLC
TREND WATCH 	US	87/754108 1/12/2018	—	IMC License SPE, LLC