

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NM Nevada Trust		06/07/2019	Trust: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street		
Internal Address:	4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	1705974	745 CAFE	
Registration Number:	5025701	ALL HEART NMG ASSOCIATES FOR A CAUSE	
Registration Number:	0845203	BERGDORF GOODMAN	
Registration Number:	0992733	BERGDORF GOODMAN	
Registration Number:	0674632	BERGDORF GOODMAN	
Registration Number:	4998301	BERGDORF GOODMAN	
Registration Number:	5359950	C CUSP	
Registration Number:	3472762	CUSP	
Registration Number:	3587563		
Registration Number:	1152461		
Registration Number:	1185014		
Registration Number:	4739199	GOODMAN'S	
Registration Number:	1558578	GRAND FINALE	
Registration Number:	2857879	HOLIDAY GLORIES	
Registration Number:	1673768	HORCHOW	
Registration Number:	1651562	HORCHOW	
Registration Number:	1249400	HORCHOW	
Registration Number:	1262784	HORCHOW	

CH \$1340.00 1705974

Property Type	Number	Word Mark
Registration Number:	2688395	HORCHOW FINALE
Registration Number:	4679072	HORCHOW GIFT CARD
Registration Number:	5630717	INCIRCLE
Registration Number:	2302197	INCIRCLE ENTREE
Registration Number:	1774545	LAST CALL
Registration Number:	5476817	LINDA'S AT BERGDORF GOODMAN
Registration Number:	4667074	MAKE SOME NOISE
Registration Number:	1733202	NEIMAN MARCUS
Registration Number:	1593195	NEIMAN MARCUS
Registration Number:	2209260	NEIMAN MARCUS
Registration Number:	0934177	NEIMAN MARCUS
Registration Number:	4440392	NEIMAN MARCUS LAST CALL
Registration Number:	1154006	NEIMAN-MARCUS
Registration Number:	0601375	NEIMAN-MARCUS
Registration Number:	2541276	NEW LEVEL OF BEAUTY
Registration Number:	1558605	NM
Registration Number:	2758362	NM
Registration Number:	4440315	NM DAILY
Registration Number:	2137494	NM GIFT CARD
Registration Number:	4928838	NM ON THE GO
Registration Number:	2289047	NM TO GO
Registration Number:	4353862	NMBUZZ
Registration Number:	3475891	NMG RESOLUTIONS
Registration Number:	1288052	RED RIVER
Registration Number:	5351274	STILETTO STRUT
Registration Number:	1766092	SWEET PEPPERS
Registration Number:	2277234	THE ART OF FASHION
Registration Number:	2697746	THE BOOK
Registration Number:	2317384	THE BOOK
Registration Number:	1804890	THE FRESHMARKET
Registration Number:	4996791	THE HEART OF NEIMAN MARCUS
Registration Number:	1726520	THE MERMAID BAR
Registration Number:	1726506	THE NM CAFE
Registration Number:	1218744	THE ZODIAC
Registration Number:	2856065	VERY BERGDORF

CORRESPONDENCE DATA

Fax Number:

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.

Email: mpotts@paulweiss.com, lfranco@paulweiss.com
Correspondent Name: Marissa Potts
Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21928-001
NAME OF SUBMITTER:	Marissa Potts
SIGNATURE:	/Marissa Potts/
DATE SIGNED:	06/07/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 7, 2019, by NM Nevada Trust (the "Grantor"), in favor Ankura Trust Company, LLC, in its capacity as collateral agent under the Security Agreement referred to below (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

Whereas, the Grantor is party to that certain Second Lien Notes Collateral Agreement dated as of June 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on

Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

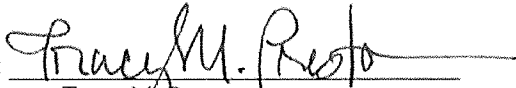
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER NOTES DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

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

NM NEVADA TRUST,
a Massachusetts Trust,
as Grantor

By: 
Name: Tracy M. Preston
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

Acknowledged and Agreed:

ANKURA TRUST COMPANY, LLC
as Collateral Agent

By: _____

Name: *Leslie J. Pave*

Title: *Managing Director*

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006665 FRAME: 0107

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	745 CAFE	74077475 7/11/1990	1705974 8/4/1992	REGISTERED RENEWED	NM Nevada Trust
2.	ALL HEART NMG ASSOCIATES FOR A CAUSE 	86826384 11/19/2015	5025701 8/23/2016	REGISTERED	NM Nevada Trust
3.	BERGDORF GOODMAN	72269394 4/18/1967	0845203 2/27/1968	REGISTERED RENEWED	NM Nevada Trust
4.	BERGDORF GOODMAN	72466163 8/20/1973	0992733 9/3/1974	REGISTERED RENEWED	NM Nevada Trust
5.	BERGDORF GOODMAN 	72028482 4/19/1957	0674632 2/24/1959	REGISTERED RENEWED	NM Nevada Trust
6.	BERGDORF GOODMAN 	86872976 1/12/2016	4998301 7/12/2016	REGISTERED	NM Nevada Trust
7.	C CUSP 	87462201 5/24/2017	5359950 12/19/2017	REGISTERED	NM Nevada Trust
8.	CUSP	76661018 6/5/2006	3472762 7/22/2008	REGISTERED RENEWED	NM Nevada Trust

9.	Design Only 	76676700 5/11/2007	3587563 3/10/2009	REGISTERED	NM Nevada Trust
10.	Design Only 	73079389 3/8/1976	1152461 4/28/1981	REGISTERED RENEWED	NM Nevada Trust
11.	Design Only 	73256304 3/31/1980	1185014 1/5/1982	REGISTERED RENEWED	NM Nevada Trust
12.	GOODMAN'S	86478230 12/11/2014	4739199 5/19/2015	REGISTERED	NM Nevada Trust
13.	GRAND FINALE	73769815 12/16/1988	1558578 9/26/1989	REGISTERED RENEWED	NM Nevada Trust
14.	HOLIDAY GLORIES	78198064 12/26/2002	2857879 6/29/2004	REGISTERED RENEWED	NM Nevada Trust
15.	HORCHOW	74099076 9/21/1990	1673768 1/28/1992	REGISTERED RENEWED	NM Nevada Trust
16.	HORCHOW	74098916 9/20/1990	1651562 7/23/1991	REGISTERED RENEWED	NM Nevada Trust
17.	HORCHOW 	73347133 1/25/1982	1249400 8/23/1983	REGISTERED RENEWED	NM Nevada Trust
18.	HORCHOW 	73347132 1/25/1982	1262784 1/3/1984	REGISTERED RENEWED	NM Nevada Trust
19.	HORCHOW FINALE HORCHOW FINALE	76390251 4/3/2002	2688395 2/18/2003	REGISTERED RENEWED	NM Nevada Trust
20.	HORCHOW GIFT CARD	8633328 7/10/2014	4679072 1/27/2015	REGISTERED	NM Nevada Trust
21.	INCIRCLE 	87666809 10/31/2017	5630717 12/18/2018	REGISTERED	NM Nevada Trust
22.	INCIRCLE ENTRÉE 	75606548 12/16/1998	2302197 12/21/1999	REGISTERED RENEWED	NM Nevada Trust

23.	LAST CALL	74311238 9/4/1992	1774545 6/1/1993	REGISTERED RENEWED	NM Nevada Trust
24.	LINDA'S AT BERGDORF GOODMAN	87394266 3/31/2017	5476817 5/22/2018	REGISTERED	NM Nevada Trust
25.	MAKE SOME NOISE	86293824 5/28/2014	4667074 1/6/2015	REGISTERED	NM Nevada Trust
26.	NEIMAN MARCUS 	74216290 10/25/1991	1733202 11/17/1992	REGISTERED RENEWED	NM Nevada Trust
27.	NEIMAN MARCUS	73756014 10/5/1988	1593195 4/24/1990	REGISTERED RENEWED	NM Nevada Trust
28.	NEIMAN MARCUS	75433896 2/13/1998	2209260 12/8/1998	REGISTERED RENEWED	NM Nevada Trust
29.	NEIMAN MARCUS	72377875 12/4/1970	934177 5/16/1972	REGISTERED RENEWED	NM Nevada Trust
30.	NEIMAN MARCUS LAST CALL Neiman Marcus Last Call	86019456 7/25/2013	4440392 11/26/2013	REGISTERED	NM Nevada Trust
31.	NEIMAN-MARCUS	73196302 12/11/1978	1154006 5/12/1981	REGISTERED RENEWED	NM Nevada Trust
32.	NEIMAN-MARCUS 	71664021 4/6/1954	0601375 1/25/1955	REGISTERED RENEWED	NM Nevada Trust
33.	NEW LEVEL OF BEAUTY NEW LEVEL OF BEAUTY	75834236 10/28/1999	2541276 2/19/2002	REGISTERED RENEWED	NM Nevada Trust
34.	NM	73777452 1/30/1989	1558605 9/26/1989	REGISTERED RENEWED	NM Nevada Trust
35.	NM	76415449 5/30/2002	2758362 9/2/2003	REGISTERED RENEWED	NM Nevada Trust
36.	NM DAILY	85953685 6/7/2013	4440315 11/26/2013	REGISTERED	NM Nevada Trust
37.	NM GIFT CARD	75279273 4/22/1997	2137494 2/17/1998	REGISTERED RENEWED	NM Nevada Trust
38.	NM ON THE GO	86523239 2/3/2015	4928838 3/29/2016	REGISTERED	NM Nevada Trust

39.	NM TO GO 	75568610 10/13/1998	2289047 10/26/1999	REGISTERED RENEWED	NM Nevada Trust
40.	NMBUZZ 	85763869 10/25/2012	4353862 6/18/2013	REGISTERED	NM Nevada Trust
41.	NMG RESOLUTIONS	77352859 12/14/2007	3475891 7/29/2008	REGISTERED RENEWED	NM Nevada Trust
42.	RED RIVER 	73396230 9/30/1982	1288052 7/31/1984	REGISTERED RENEWED	NM Nevada Trust
43.	STILETTO STRUT 	86954924 3/28/2016	5351274 12/5/2017	REGISTERED	NM Nevada Trust
44.	SWEET PEPPERS	74308816 8/27/1992	1766092 4/20/1993	REGISTERED RENEWED	NM Nevada Trust
45.	THE ART OF FASHION 	75377610 10/22/1997	2277234 9/14/1999	REGISTERED RENEWED	NM Nevada Trust
46.	THE BOOK 	76417927 6/5/2002	2697746 3/18/2003	REGISTERED RENEWED	NM Nevada Trust
47.	THE BOOK	75606549 12/16/1998	2317384 2/8/2000	REGISTERED RENEWED	NM Nevada Trust
48.	THE FRESHMARKET	74225486 11/26/1991	1804890 11/16/1993	REGISTERED RENEWED	NM Nevada Trust
49.	THE HEART OF NEIMAN MARCUS	86809613 11/4/2015	4996791 7/12/2016	REGISTERED	NM Nevada Trust
50.	THE MERMAID BAR	74225488 11/26/1991	1726520 10/20/1992	REGISTERED RENEWED	NM Nevada Trust
51.	THE NM CAFE	74212602 10/11/1991	1726506 10/20/1992	REGISTERED RENEWED	NM Nevada Trust
52.	THE ZODIAC	73355186 3/18/1982	1218744 11/30/1982	REGISTERED RENEWED	NM Nevada Trust
53.	VERY BERGDORF	78270175 7/3/2003	2856065 6/22/2004	REGISTERED RENEWED	NM Nevada Trust