

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589857

<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>
BROOKFIELD PROPERTIES RETAIL INC.		07/29/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	550 S Tryon Street 6th Floor		
<b>Internal Address:</b>	MAC: D1086-061		
<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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5992560	THE WISHING FOREST	
<b>Registration Number:</b>	5805019	MALLMOJIS	
<b>Serial Number:</b>	88734084	SANTA'S ELEVATOR EXPRESS	
<b>Serial Number:</b>	88701077	RETAIL TENANT HUB	
<b>Serial Number:</b>	88664370	RETAIL TENANT HUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	03820-30380		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

CH \$140.00 5992560

<b>DATE SIGNED:</b>	08/03/2020
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 29, 2020 (this “Agreement”), by BROOKFIELD PROPERTIES RETAIL INC. (the “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 August 27, 2018 (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., BPR Nimbus LLC (f/k/a GGP Nimbus), LLC, BPR Cumulus LLC (f/k/a 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, the 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 the 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. The 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 Grantor has duly executed this Agreement as of the day and year first above written.

BROOKFIELD PROPERTIES RETAIL INC.

By: Jeff Aldridge  
Name: Jeffrey P. Aldridge  
Title: Senior Vice President, Capital Markets  
& Investments

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Brookfield Properties Retail Inc.	5992560	THE WISHING FOREST
Brookfield Properties Retail Inc.	5805019	MALLMOJIS

TRADEMARK APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>TRADEMARK</b>
Brookfield Properties Retail Inc.	88734084 (USE)	SANTA'S ELEVATOR EXPRESS
Brookfield Properties Retail Inc.	88701077 (USE)	RETAIL TENANT HUB
Brookfield Properties Retail Inc.	88664370 (USE)	RETAIL TENANT HUB

**SCHEDULE II**

PATENTS

<b>REGISTERED OWNER</b>	<b>SERIAL NUMBER</b>	<b>DESCRIPTION</b>
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PATENT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>DESCRIPTION</b>
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**SCHEDULE III**

COPYRIGHTS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
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COPYRIGHT APPLICATIONS

<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
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Schedule III