

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookfield Property REIT Inc.		09/29/2021	Corporation: DELAWARE
BPR Cumulus LLC		09/29/2021	Limited Liability Company: DELAWARE
Brookfield Properties Retails Inc.		09/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as collateral agent
Street Address:	600 South 4th Street, 7th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5504827	SANTA'S TOY FACTORY
Registration Number:	5504828	SANTA'S TOY FACTORY
Registration Number:	5388229	HIPSTER SANTA
Registration Number:	5015728	GGP
Registration Number:	4885474	GGP
Registration Number:	4885473	GGP
Registration Number:	4885476	GGP
Registration Number:	4856444	ADVENTURE TO SANTA
Registration Number:	4718202	ADVENTURE TO SANTA
Registration Number:	3317821	GGP MALL GIFT CARDS
Registration Number:	3211804	STREETMOSPHERE
Registration Number:	5846090	SANTA'S TOY FACTORY
Registration Number:	5992560	THE WISHING FOREST
Registration Number:	5805019	MALLMOJIS
Registration Number:	6134864	SANTA'S ELEVATOR EXPRESS
Serial Number:	88701077	RETAIL TENANT HUB

CH \$540.00 5504827

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88664370	RETAIL TENANT HUB
Serial Number:	88537532	PUTT CLUB ART GOLF
Serial Number:	90020769	LUMÉPHORIA
Serial Number:	90792724	CURBCIERGE
Serial Number:	90047541	LUMÉPHORIA

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1135435-0034-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	09/29/2021

Total Attachments: 9

source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page1.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page2.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page3.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page4.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page5.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page6.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page7.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page8.tif
source=Brookfield - Intellectual Property Security Agreement (2021) (Executed)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 29, 2021 (this “Agreement”), by Brookfield Property REIT Inc. (f/k/a GGP Inc.), BPR Cumulus LLC (f/k/a GGP Limited Partnership, LLC) and Brookfield Properties Retail Inc. (f/k/a General Growth Services, Inc.) (each, a “Grantor”), in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “Collateral Agent”).

Reference is made to (a) 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, the “Security Agreement”), among the Issuers, the Guarantors party thereto and the Collateral Agent and (b) that certain Indenture, dated as of the date hereof (as amended, supplemented and/or otherwise modified from time to time, the “Indenture”), among the Issuers, the Guarantors party thereto, Wells Fargo Bank, National Association, as trustee (in such capacity, together with its successors and assigns in such capacity, if any, the “Trustee”), and the Collateral Agent. Consistent with the requirements set forth in Section 12.03 of the Indenture 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 Notes 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 benefit of the Collateral Agent and the Trustee and the ratable benefit of the Holders of the Notes, 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.

Section 5. **Collateral Agent.** Wells Fargo Bank, National Association is executing and delivering this Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity, under and pursuant to directions set forth in the Indenture, and in so doing the Collateral Agent shall not be responsible for the terms or sufficient of this Agreement for any purpose and shall be entitled to receive all of the rights, benefits, protections and immunities afforded to it under the Indenture.

[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: Tyler Steel

Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

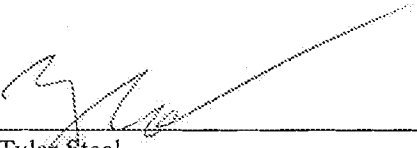
TRADEMARK
REEL: 007436 FRAME: 0414

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

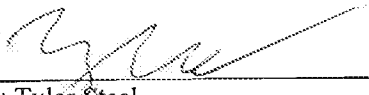
BPR CUMULUS LLC

By: BPR OP, LP, its managing member

By: GGP Real Estate Holding II, Inc.,
its general partner

By: 
Name: Tyler Steel
Title: Chief Financial Officer


BROOKFIELD PROPERTIES RETAIL INC.

By: 
Name: Tyler Steel
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007436 FRAME: 0415

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Patrick Giordano
Title: Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007436 FRAME: 0416


SCHEDULE I

TRADEMARKS

REGISTERED OWNER	JURISDICTION	REGISTRATION NUMBER	TRADEMARK
Brookfield Properties Retail Inc.	United States	5504827	SANTA'S TOY FACTORY
Brookfield Properties Retail Inc.	United States	5504828	SANTA'S TOY FACTORY
Brookfield Properties Retail Inc.	United States	5388229	HIPSTER SANTA
Brookfield Property REIT Inc.	United States	5015728	GGP
Brookfield Property REIT Inc.	United States	4885474	GGP
Brookfield Property REIT Inc.	United States	4885473	GGP
Brookfield Property REIT Inc.	United States	4885476	GGP
Brookfield Properties Retail Inc.	United States	4856444	ADVENTURE TO SANTA
Brookfield Properties Retail Inc.	United States	4718202	ADVENTURE TO SANTA
Brookfield Properties Retail Inc.	United States	3317821	GGP MALL GIFT CARDS
Brookfield Properties Retail Inc.	United States	3211804	STREETMOSPHERE
General Growth Services, Inc.	Illinois	111120	FOMO
Brookfield Properties Retail Inc.	United States	5846090	SANTA'S TOY FACTORY
Brookfield Properties Retail Inc.	United States	5992560	THE WISHING FOREST
Brookfield Properties Retail Inc.	United States	5805019	MALLMOJIS
Brookfield Properties Retail Inc.	United States	6134864	SANTA'S ELEVATOR EXPRESS

TRADEMARK APPLICATIONS

REGISTERED OWNER	JURISDICTION	APPLICATION NUMBER	TRADEMARK
Brookfield Properties Retail Inc.	United States	88701077 (USE)	RETAIL TENANT HUB
Brookfield Properties Retail Inc.	United States	88664370 (USE)	RETAIL TENANT HUB

REGISTERED OWNER	JURISDICTION	APPLICATION NUMBER	TRADEMARK
Brookfield Properties Retail Inc.	United States	88537532 (Intent to Use)	
Brookfield Properties Retail Inc.	United States	90020769 (Intent to Use)	LUMÉPHORIA
Brookfield Properties Retail Inc.	United States	90792724 (Intent to Use)	CURBCIERGE
Brookfield Properties Retail Inc.	United States	90047541 (Intent to Use)	LUMEPHORIA

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

DESIGN PATENTS

REGISTERED OWNER	JURISDICTION	PATENT NUMBER	DESCRIPTION
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

DESIGN PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

TITLE	REGISTRATION DATE	REGISTRATION NUMBER	COPYRIGHT CLAIMANT
The SoNo Collection Video.	6/27/2019	PA0002185019	Brookfield Properties Retail Inc.

COPYRIGHT APPLICATIONS

None.