

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681085

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900647618

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookfield Property REIT Inc. f/k/a GGP Inc.		05/01/2019	Corporation: DELAWARE
BPR Cumulus LLC f/k/a GGP Limited Partnership, LLC		05/01/2019	Corporation: DELAWARE
Brookfield Properties Retail Inc. f/k/a General Growth Services, Inc.		05/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as collateral agent
Street Address:	1 Independent Drive, Suite 620
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	60654
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4885473	GGP
Registration Number:	5015728	GGP
Registration Number:	4885474	GGP
Registration Number:	4885476	GGP
Registration Number:	5504827	SANTA'S TOY FACTORY
Registration Number:	5504828	SANTA'S TOY FACTORY
Registration Number:	5388229	HIPSTER SANTA
Registration Number:	4856444	ADVENTURE TO SANTA
Registration Number:	4718202	ADVENTURE TO SANTA
Registration Number:	3317821	GGP MALL GIFT CARDS
Registration Number:	3211804	STREETMOSPHERE
Serial Number:	87580267	SANTA'S TOY FACTORY

CORRESPONDENCE DATA

TRADEMARK

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
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	10/14/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 1, 2019 (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 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: Michelle L. Campbell

Title: Senior Vice President and Secretary

[Signature Page to IP Security Agreement]

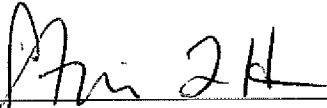
TRADEMARK
REEL: 007450 FRAME: 0704

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

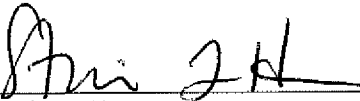
By: GGP Real Estate Holding II, Inc,
its general partner

By:  _____

Name: Stacie L. Herron

Title: Executive Vice President, General Counsel and Secretary

BROOKFIELD PROPERTIES RETAIL INC.

By:  _____

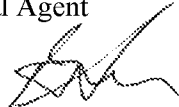
Name: Stacie L. Herron

Title: Executive Vice President, General Counsel and Secretary

[Signature Page to IP Security Agreement]

TRADEMARK
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WELLS FARGO BANK, NATIONAL ASSOCIATION, as the
Collateral Agent

By:  _____

Name: Patrick Giordano

Title: Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007450 FRAME: 0706

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
BPR Cumulus LLC	New Mexico	TN93041505	RIO WEST PARTNERS
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 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
Brookfield Properties Retail Inc.	Illinois	111120	FOMO

TRADEMARK APPLICATIONS

REGISTERED OWNER	JURISDICTION	Application Number	TRADEMARK
Brookfield Properties Retail Inc.	United States	87/580267 (Intent to Use)	SANTA'S TOY FACTORY

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

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

AMERICAS 99652913

RECORDED: 10/05/2021

**TRADEMARK
REEL: 007450 FRAME: 0709**