

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBL & Associates Management, Inc.		11/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Ave.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	a Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3322971	CBL	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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>			
Phone:	202.887.4262		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, NW		
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	11/01/2021		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 1, 2021 (this “Notice”), made by CBL & Associates Management, Inc., a Delaware corporation (the “Pledgor”), in favor of Wilmington Savings Fund Society, FSB, a federal savings bank, in its capacity as Collateral Agent (as defined below), for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement (as defined below)).

Reference is made to that certain Pledge and Security Agreement, dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among CBL & Associates Holdco II, LLC, Pledgor, the other grantors party thereto, and Wilmington Savings Fund Society, FSB, a federal savings bank as collateral agent for the Secured Parties (as defined therein) (together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Notice for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Pledge and Security Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

1. all Trademarks, including those listed on Schedule I;
2. all Trademark Licenses; and
3. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past,

4. present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any United States federal “intent to use” trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under Applicable Law; provided that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1051, such “intent to use” trademark application shall constitute Trademark Collateral.

SECTION 3. *Pledge and 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 Pledge and Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and 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 Notice and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. *Recordation.* Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Notice.

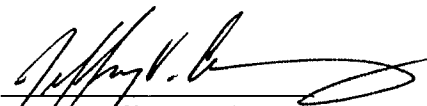
SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. For the avoidance of doubt, the words “execution,” “signed,” “signature” and words of like import in this Notice shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. *Governing Law.* **THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF NEW YORK GENERAL OBLIGATIONS LAW) WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

Signature Pages Follow

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

CBL & ASSOCIATES MANAGEMENT, INC.

By: 
Name: Jeffrey V. Curry
Title: Chief Legal Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007479 FRAME: 0133

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by CBL & Associates Management, Inc.

U.S. Trademark Registrations

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CBL & Associates Management, Inc.	CBL	77/089,664	1-24-07	3,322,971	10-30-2007