

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725496

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|---|------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 08/03/2021 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stylyze, Inc. | | 08/03/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | The Neiman Marcus Group LLC | | |
| Street Address: | 1618 Main Street | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88933499 | ISTYLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3126025000 | | |
| Email: | steve.trubac@bcplaw.com | | |
| Correspondent Name: | Steve Trubac | | |
| Address Line 1: | 161 North Clark Street, Suite 4300 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 1065011.80 | | |
| NAME OF SUBMITTER: | Steven G. Trubac | | |
| SIGNATURE: | /Steven G. Trubac/ | | |
| DATE SIGNED: | 05/03/2022 | | |
| Total Attachments: 7 | | | |
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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"STYLYZE, INC.", A DELAWARE CORPORATION,

WITH AND INTO "THE NEIMAN MARCUS GROUP LLC" UNDER THE NAME OF "THE NEIMAN MARCUS GROUP LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRD DAY OF AUGUST, A.D. 2021, AT 2:21 O`CLOCK P.M.



2128062 8100M
SR# 20212877076

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203830980
Date: 08-03-21

TRADEMARK
REEL: 007710 FRAME: 0747

This **AGREEMENT AND PLAN OF MERGER**, dated as of August 3, 2021 (this “Agreement”), is entered into by and between The Neiman Marcus Group LLC, a Delaware limited liability company (“Neiman Marcus”) and Stylyze, Inc., a Delaware corporation (“Stylyze”).

RECITALS

- A. The Delaware Limited Liability Company Act (the “LLC Act”) and the Delaware General Corporation Law (the “DGCL”) permit the merger of a Delaware corporation with and into a Delaware limited liability company.
- B. Neiman Marcus owns 100% of the common stock of Stylyze.
- C. NMG Holding Company, Inc. owns 100% of the membership interests in Neiman Marcus, and Neiman Marcus is disregarded as an entity separate from NMG Holding Company, Inc. for U.S. federal income tax purposes.
- D. The sole member of Neiman Marcus, in accordance with the LLC Act, and the board of directors and sole stockholder of Stylyze, in accordance with the DGCL, have approved the Merger (as defined below).
- E. The Merger is intended to constitute a liquidation of Stylyze within the meaning of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended (the “Code”) and this Agreement is intended to constitute a plan of liquidation within the meaning of Section 332 of the Code and the Treasury Regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Merger**. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Stylyze shall be merged with and into Neiman Marcus (the “Merger”), whereupon the separate existence of Stylyze shall cease. From and after the Effective Time, Neiman Marcus shall continue in existence as the surviving entity in the Merger (sometimes referred to herein as the “Surviving Entity”) and Neiman Marcus shall succeed to and assume all the rights and obligations of Stylyze in accordance with the LLC Act and the DGCL.
2. **Effective Time**. Neiman Marcus and Stylyze shall cause a Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware (the “Certificate of Merger”). The effective time of this Agreement, and the time at which the Merger shall become effective in the State of Delaware (the “Effective Time”), shall be upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware on the date specified in the Certificate of Merger.
3. **Surviving Entity**. Neiman Marcus shall survive the Merger and shall continue to be governed by the laws of Delaware, and the separate existence of Stylyze shall cease forthwith as of the Effective Time.
4. **Governing Documents**. The certificate of formation of Neiman Marcus in effect at the Effective Time shall be the certificate of formation of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law. The limited liability company agreement of Neiman Marcus in effect at the Effective Time shall be the limited liability company agreement of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law.

5. **Effects of Merger.** The Merger shall have the effects set forth in Title 6, Section 18-209 of the LLC Act and Title 8, Section 264 of the DGCL.

6. **Effect of Merger on Capital Stock of Stylyze and Membership Interest of Neiman Marcus.** Each share of common stock of Stylyze issued and outstanding immediately prior to the Effective Time shall not be converted in any manner, but shall be cancelled and extinguished. The membership interest of Neiman Marcus issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

7. **Principal Business Office/Registered Office and Registered Agent.** After the Merger, the location of the principal business office and the registered office of Neiman Marcus shall remain the same as the principal business office and the registered office, respectively, of Neiman Marcus prior to the Merger, and Neiman Marcus's registered agent for service of process shall be that which has been designated by Neiman Marcus prior to the Merger.

8. **Officers of the Surviving Entity.** The officers of Neiman Marcus immediately prior to the Effective time shall, from and after the Effective Time, continue to be the officers of the Surviving Entity, each such officer to hold office until such time as his successor has been duly elected or appointed and qualified or until his earlier death, resignation or removal.

9. **Representations and Warranties.** Each party hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

10. **Further Assurances.** If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts, agreements or things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title and interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of Stylyze or otherwise to carry out the purposes of this Agreement, the Surviving Entity and its proper officers or their designees shall be authorized to execute and deliver, in the name and on behalf of Stylyze, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of Stylyze, as appropriate, all such other acts and things as may be necessary, desirable, convenient or proper to establish, perfect or confirm the Surviving Entity's right, title and interest in, to and under any of the rights, privileges, powers, franchises, properties or assets of such party to the Merger and otherwise to carry out the purposes of this Agreement, including, without limitation, any necessary corporate or tax filings to reflect the actions taken under this Agreement in non-U.S. jurisdictions in which Stylyze or the Surviving Entity has assets, properties or subsidiaries.

11. **Conditions to Each Party's Obligation to Effect the Merger.** The respective obligation of each party hereto to effect the Merger is subject to receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by the affirmative vote of the board of directors and the sole stockholder of Stylyze in accordance with the DGCL and the affirmative vote of the sole member of Neiman Marcus in accordance with the LLC Act, at a meeting duly called and held (or by consent or consents in lieu thereof).

12. **Tax Reporting.** The Merger is intended to constitute a liquidation of Stylyze within the meaning of Sections 332 and 337 of the Code and this Agreement is intended to constitute a plan of liquidation within the meaning of Section 332 of the Code and the Treasury Regulations promulgated thereunder. Neither Neiman Marcus nor Stylyze shall take any position inconsistent or contrary to such treatment unless otherwise required by applicable law.

13. **Termination**. At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by written consent of the board of directors of Stylyze and the managing member of Neiman Marcus.
14. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
15. **Counterparts**. This Agreement may be executed in counterparts. The signature pages may be delivered by facsimile transmission or electronic mail (“e-mail”) transmission.
16. **Modification or Amendment**. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Neiman Marcus and Stylyze at any time prior to the Effective Time.
17. **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.
18. **No Third Party Beneficiaries**. This Agreement is not intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.
19. **Successors and Assigns**. This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
20. **Severability**. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
21. **Headings**. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(Remainder of Page Intentionally Left Blank.)

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

THE NEIMAN MARCUS GROUP LLC

By: Brandy Richardson
Name: Brandy Richardson
Title: EVP and Chief Financial Officer

STYLYZE, INC.

By: Brandy Richardson
Name: Brandy Richardson
Title: Vice President and Treasurer

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION
INTO
DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is The Neiman Marcus Group LLC, a Delaware limited liability company, and the name of the corporation being merged into this surviving limited liability company is Stylyze, Inc., a Delaware corporation.

SECOND: An agreement of merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

THIRD: The name of the surviving limited liability company is The Neiman Marcus Group LLC.

FOURTH: The merger is to become effective on August 3, 2021.

FIFTH: A copy of the executed agreement and plan of merger is on file at 1618 Main Street, Dallas, TX 75201, the place of business of the surviving limited liability company.

SIXTH: A copy of the agreement and plan of merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

[Signature page to follow.]

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 3rd day of August, 2021.

THE NEIMAN MARCUS GROUP LLC

By: Brandy Richardson
Name: Brandy Richardson
Title: EVP and Chief Financial Officer