

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mills Limited Partnership		05/19/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Mortgage Company		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2414209	THEMILLS	
Registration Number:	2319076		
Registration Number:	1868590	THE MILLS	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	junine.johnson@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Junine Johnson		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	71606.0018		
NAME OF SUBMITTER:	Junine Johnson		
Signature:	/Junine Johnson/		

CH \$90.00 2414209

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TRADEMARK
REEL: 003316 FRAME: 0095

Date:

05/24/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 19, 2006, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 5.3 of the Pledge and Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of GOLDMAN SACHS MORTGAGE COMPANY ("**GSMC**" , as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

W i t n e s s e t h:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 19, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among THE MILLS LIMITED PARTNERSHIP ("**Company**"), THE MILLS CORPORATION ("**Parent**") and the other Guarantors party thereto, the lenders party thereto from time to time (the "**Lenders**") and GSMC, as Administrative Agent and Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Pledge and Security Agreement dated as of May 19, 2006, in favor of the Collateral Agent for the benefit of the Secured Parties (the "**Pledge and Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark**] **Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Pledge and Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MILLS LIMITED PARTNERSHIP,
as Grantor


By: THE MILLS CORPORATION, its General
Partner

By: Mario Estan
Name:
Title:

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS MORTGAGE COMPANY,
as Collateral Agent

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

Trademark	Holder	USPTO Registration No.
THE MILLS (logo)	The Mills Limited Partnership	2,414,209
THE MILLS (logo)	The Mills Limited Partnership	2,319,076
THE MILLS (name)	The Mills Limited Partnership	1,868,590