

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 Neiman Marcus Group, Inc.		05/17/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3856485	STYLE RADAR
Registration Number:	3859012	C CUSP
Serial Number:	85005268	LITTLE BG
Serial Number:	85073889	LOOK FABULOUS. BE FRUGAL.
Serial Number:	85074125	SMART BUYS 24/7
Serial Number:	85074153	FASHION DASH
Serial Number:	85240290	NM DAILY
Serial Number:	85267048	BARIII
Serial Number:	85282433	NMX
Serial Number:	85284085	GO FIGURE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-408-3121 x2348

900192116

**TRADEMARK
 REEL: 004543 FRAME: 0276**

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Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.-J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	781233
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/17/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of May 17, 2011, among THE NEIMAN MARCUS GROUP, INC., a Delaware corporation (the "Borrower") and BANK OF AMERICA, N.A. (the "Agent").

Reference is made to (a) the Second Amended and Restated Credit Agreement dated as of May 17, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Neiman Marcus, Inc. (formerly known as Newton Acquisition, Inc.), a Delaware corporation ("Holdings"), the subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as administrative agent and Bank of America, N.A. and Wells Fargo Bank, N.A. as co-collateral agents and (b) the Amended and Restated Pledge and Security Agreement dated as of July 15, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Agent. The Lenders have extended and have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") for recording in the United States Patent and Trademark Office (or any successor office or any similar offices in any other country), including those listed on Schedule I (the "Trademarks"):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving

claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

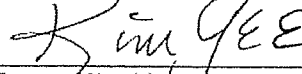
SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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.

[Remainder of this page intentionally left blank]

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

THE NEIMAN MARCUS GROUP, INC.,

By



Name: Kim Yee, Esq.

Title: Vice President and Assistant
General Counsel

BANK OF AMERICA, N.A., as Agent,

By

Name: David Vega

Title: Managing Director

Signature Page to Trademark Security Agreement

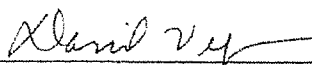
TRADEMARK
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THE NEIMAN MARCUS GROUP, INC.,
By

Name: Kim Yee, Esq.
Title: Vice President and Assistant
General Counsel

BANK OF AMERICA, N.A., as Agent,
By



Name: David Vega
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
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Schedule I

U.S. Trademarks

The Neiman Marcus Group, Inc.

MARK	Int'l Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/ Registrant
STYLE RADAR	35	77/943478 3856485	02/24/2010 10/05/2010	The Neiman Marcus Group, Inc.
C CUSP	35	77/804183 3859012	09/13/2009 10/12/2010	The Neiman Marcus Group, Inc.
LITTLE BG	35	85/005268	04/02/2010	The Neiman Marcus Group, Inc.
LOOK FABULOUS. BE FRUGAL	35	85/073889	06/29/2010	The Neiman Marcus Group, Inc.
SMART BUYS 24/7	35	85/074125	06/20/2010	The Neiman Marcus Group, Inc.
FASHION DASH	35	85/074153	06/29/2010	The Neiman Marcus Group, Inc.
NM DAILY	41, 45	85/240290	02/11/2011	The Neiman Marcus Group, Inc.
BAR III	43	85/267048	03/15/2011	The Neiman Marcus Group, Inc.
NMX	25	85/282433	03/31/2011	The Neiman Marcus Group, Inc.
GO FIGURE	35	85/284085	04/01/2011	The Neiman Marcus Group, Inc.

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