

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The NEIMAN MARCUS GROUP, INC., a Delaware Corporation		12/31/2007	CORPORATION: DELAWARE
NM NEVADA TRUST, a Massachusetts Business Trust		12/31/2007	Business Trust:
NEWTON ACQUISITION, INC., a Delaware Corporation		12/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0845203	BERGDORF GOODMAN
Registration Number:	0866011	BERGDORF GOODMAN
Registration Number:	0992733	BERGDORF GOODMAN
Registration Number:	0674632	BERGDORF GOODMAN
Registration Number:	1902799	BERGDORF GOODMAN
Registration Number:	2110801	BERGDORF MEN
Registration Number:	2316722	CHEF'S CATALOG

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$190.00 0845203

Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32583
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/29/2008

Total Attachments: 6

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Additional Conveying Parties

NEWTON ACQUISITION, INC., a Delaware corporation
NM NEVADA TRUST, a Massachusetts business trust

TRADEMARK SECURITY AGREEMENT dated as of December 31, 2007, among THE NEIMAN MARCUS GROUP, INC., a Delaware corporation (the "Borrower", formerly known as Newton Acquisition Merger Sub, Inc.), NEWTON ACQUISITION, INC., a Delaware corporation ("Holdings"), NM NEVADA TRUST, a Massachusetts business trust, and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DB"), as collateral agent (in such capacity, the "Agent").

Reference is made to (a) the Credit Agreement dated as of October 6, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and DB, as administrative agent and as collateral agent and (b) the Pledge and Security Agreement dated as of October 6, 2005 (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 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 Secured 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.

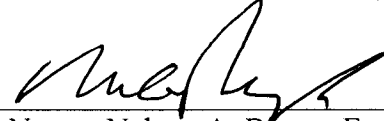
SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Agent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

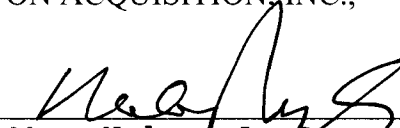


Name: Nelson A. Bangs, Esq.

Title: Corporate Secretary

NEWTON ACQUISITION, INC.,

By

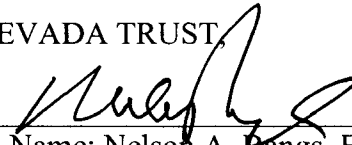


Name: Nelson A. Bangs, Esq.

Title: Assistant Secretary

NM NEVADA TRUST,

By

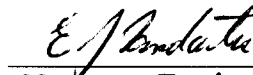


Name: Nelson A. Bangs, Esq.

Title: Clerk

DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS AGENT,

By



Name: **Enrique Landaeta**

Title: **Vice President**

By



Name: MARGUERITE SUTTON

Title: DIRECTOR

Schedule I

U.S. Trademarks

The Neiman Marcus Group, Inc.

MARK	Client Attys	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	Filed Issued	Owner/ Registrant	Status	Scheduled Actions	
BERGDORF GOODMAN	N276MM	45712-USA United States	SM39	72/269394 845203	04/18/1967 02/27/1968	NM Nevada Trust	Registered	Renewal Due	02/27/2008
BERGDORF GOODMAN	N276MM	46772-USA United States	TM 03, 05, 14, 18, 20, 25	72/269376 866011	04/18/1967 03/11/1969	NM Nevada Trust	Registered	Renewal Due	03/11/2009
BERGDORF GOODMAN	N276MM	46773-USA United States	SM42	72/466163 992733	08/20/1973 09/03/1974	NM Nevada Trust	Registered	Renewal Due	09/03/2014
BERGDORF GOODMAN (stylized)	N276MM	43073-USA United States	TM39	72/028482 674632	04/19/1957 02/24/1959	NM Nevada Trust	Registered	Renewal Due	02/24/2009
BERGDORF GOODMAN (stylized)	N276MM	43073-USA (01) United States	TM/SM 25, 42	74/477798 1902799	01/10/1994 07/04/1995	NM Nevada Trust	Registered	Renewal Due	07/04/2005
BERGDORF MEN	N276MM	43076-USA United States	SM35	75/203782 2110801	11/25/1996 11/04/1997	NM Nevada Trust	Lapsed 04/16/2004		
CHEF'S CATALOG	N276MM	46749-USA United States	SM35	75/661211 2316722	03/16/1999 02/08/2000	NM Nevada Trust	Registered	Sections 8 & 15 Due Renewal Due	02/08/2006 02/08/2010