

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
NM NEVADA TRUST		11/30/2012	Business Trust: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85601196	754	
Registration Number:	4084074	LAST CALL STUDIO BY NEIMAN MARCUS	
Registration Number:	4209448	MIDDAY DASH	
Serial Number:	85608140	NM LUXURY ESSENTIALS	
Serial Number:	85335987	NM ON THE GO	
Serial Number:	85763869	NMBUZZ	
Serial Number:	85443204	NMESC	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		

OP \$190.00 85601196

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142438
NAME OF SUBMITTER:	Janet Wamsley
Signature:	/Janet S. Wamsley/
Date:	12/03/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of November 30, 2012, among NM NEVADA TRUST, a Massachusetts business trust (the "Grantor") 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 The Neiman Marcus Group, Inc., a Delaware corporation (the "Borrower"), Neiman Marcus, Inc. (formerly known as Newton Acquisition, Inc.), a Delaware corporation ("Holdings"), the Grantor and the other 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 Grantor and the other 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 by the Grantor. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is 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 Grantor, 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 Grantor 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.

NM NEVADA TRUST

By: Kim Yee
Name: Kim Yee
Title: Vice President

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

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

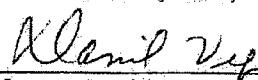
NM NEVADA TRUST,

By

Name: Kim Yee
Title: Vice President

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

By



Name: David Vega
Title: Managing Director

Schedule I

U.S. Trademarks

NM Nevada Trust

MARK	Int Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/ Registrant
754	03	85/601,196	04/18/2012	NM Nevada Trust
LAST CALL STUDIO BY NEIMAN MARCUS	35	85/388,741 4,084,074	08/03/2011 01/10/2012	NM Nevada Trust
MIDDAY DASH	35	85/529,736 4,209,448	01/31/2012 9/18/2012	NM Nevada Trust
NM LUXURY ESSENTIALS	35	85/608,140	04/25/2012	NM Nevada Trust
NM ON THE GO	35	85/335,987	06/02/2011	NM Nevada Trust
NMBUZZ	38	85/763,869	10/25/2012	NM Nevada Trust
NMESC	25	85/443,204	10/10/2011	NM Nevada Trust

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