

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NM Nevada Trust		09/25/2020	Trust: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	1705974	745 CAFE	
Registration Number:	5025701	ALL HEART NMG ASSOCIATES FOR A CAUSE	
Registration Number:	0992733	BERGDORF GOODMAN	
Registration Number:	0845203	BERGDORF GOODMAN	
Registration Number:	4998301	BERGDORF GOODMAN	
Registration Number:	5359950	C CUSP	
Registration Number:	3472762	CUSP	
Registration Number:	1185014		
Registration Number:	1152461		
Registration Number:	4739199	GOODMAN'S	
Registration Number:	2857879	HOLIDAY GLORIES	
Registration Number:	1651562	HORCHOW	
Registration Number:	1673768	HORCHOW	
Registration Number:	1262784	HORCHOW	
Registration Number:	1249400	HORCHOW	
Registration Number:	2688395	HORCHOW FINALE	
Registration Number:	4679072	HORCHOW GIFT CARD	
Registration Number:	5630717	INCIRCLE	
Registration Number:	1774545	LAST CALL	

CH \$1540.00 1705974

Property Type	Number	Word Mark
Registration Number:	5476817	LINDA'S AT BERGDORF GOODMAN
Registration Number:	4667074	MAKE SOME NOISE
Serial Number:	87882139	NEIMA.COM
Registration Number:	2209260	NEIMAN MARCUS
Registration Number:	1593195	NEIMAN MARCUS
Registration Number:	0934177	NEIMAN MARCUS
Registration Number:	1733202	NEIMAN MARCUS
Registration Number:	4440392	NEIMAN MARCUS LAST CALL
Registration Number:	1154006	NEIMAN-MARCUS
Registration Number:	0601375	NEIMAN-MARCUS
Registration Number:	2541276	NEW LEVEL OF BEAUTY
Registration Number:	2758362	NM
Registration Number:	2137494	NM GIFT CARD
Registration Number:	4928838	NM ON THE GO
Registration Number:	3475891	NMG RESOLUTIONS
Registration Number:	1288052	RED RIVER
Registration Number:	5351274	STILETTO STRUT
Registration Number:	1766092	SWEET PEPPERS
Registration Number:	2277234	THE ART OF FASHION
Registration Number:	2697746	THE BOOK
Registration Number:	2317384	THE BOOK
Registration Number:	1804890	THE FRESHMARKET
Registration Number:	4996791	THE HEART OF NEIMAN MARCUS
Registration Number:	1726520	THE MERMAID BAR
Registration Number:	1726506	THE NM CAFE
Registration Number:	1218744	THE ZODIAC
Registration Number:	2856065	VERY BERGDORF
Serial Number:	88758781	BERGDORF CONNECT
Serial Number:	88758821	BERGDORF CONNECT
Serial Number:	88759628	BERGDORF GOODMAN CONNECT
Serial Number:	88658489	BERGDORF'S
Serial Number:	88758860	BG CONNECT
Serial Number:	88658445	BG STYLE EXPERTS
Serial Number:	88658433	CRAZY GOOD CHEER
Serial Number:	88658405	LITTLE BG
Serial Number:	88559271	MARIPOSA
Serial Number:	88658514	NEIMAN MARCUS
Serial Number:	88758535	NEIMAN MARCUS CONNECT

Property Type	Number	Word Mark
Serial Number:	88658474	NEIMAN'S
Serial Number:	88758707	NEIMAN'S CONNECT
Serial Number:	88758730	NM CONNECT
Serial Number:	90071704	YOUR NEIMAN'S

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/129
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	09/28/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of September 25, 2020, by NM Nevada Trust (the “*Grantor*”), in favor of Bank of America, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. 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 Security Agreement and the Grantor hereby acknowledges and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control to the extent of the conflict.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by email or other electronic (including in “.pdf” or “.tif” format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

IN WITNESS WHEREOF, the 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.


NM NEVADA TRUST,
a Massachusetts Trust,
as Grantor

By: 
Name: Tracy M. Preston
Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

Accepted and Agreed:

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


By: 




Name: Peter M. Walther




Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

No.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	745 CAFE	74077475 11-JUL-1990	1705974 04-AUG-1992	Registered	NM Nevada Trust
2.	ALL HEART NMG ASSOCIATES FOR A  sign	86826384 19-NOV-2015	5025701 23-AUG-2016	Registered	NM Nevada Trust
3.	BERGDORF GOODMAN	72466163 20-AUG-1973	0992733 03-SEP-1974	Registered	NM Nevada Trust
4.	BERGDORF GOODMAN	72269394 18-APR-1967	0845203 27-FEB-1968	Registered	NM Nevada Trust
5.	BERGDORF GOODMAN Stylized 	86872976 12-JAN-2016	4998301 12-JUL-2016	Registered	NM Nevada Trust
6.	C CUSP Design 	87462201 24-MAY-2017	5359950 19-DEC-2017	Registered	NM Nevada Trust
7.	CUSP	76661018 05-JUN-2006	3472762 22-JUL-2008	Registered	NM Nevada Trust
8.	Design Only 	73256304 31-MAR-1980	1185014 05-JAN-1982	Registered	NM Nevada Trust
9.	Design Only 	73079389 08-MAR-1976	1152461 28-APR-1981	Registered	NM Nevada Trust

No.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
10.	GOODMAN'S	86478230 11-DEC-2014	4739199 19-MAY-2015	Registered Section 2(F)	The Trustees of the NM NEVADA TRUST
11.	HOLIDAY GLORIES	78198064 26-DEC-2002	2857879 29-JUN-2004	Registered	NM Nevada Trust
12.	HORCHOW	74098916 20-SEP-1990	1651562 23-JUL-1991	Registered	NM Nevada Trust
13.	HORCHOW	74099076 21-SEP-1990	1673768 28-JAN-1992	Registered Section 2(F)	NM Nevada Trust
14.	HORCHOW Design 	73347132 25-JAN-1982	1262784 03-JAN-1984	Registered	NM Nevada Trust
15.	HORCHOW Design 	73347133 25-JAN-1982	1249400 23-AUG-1983	Registered Section 2(F)	NM Nevada Trust
16.	HORCHOW FINALE	76390251 03-APR-2002	2688395 18-FEB-2003	Registered	NM Nevada Trust
17.	HORCHOW GIFT CARD	86333628 10-JUL-2014	4679072 27-JAN-2015	Registered Section 2(F)	NM Nevada Trust
18.	INCIRCLE Design 	87666809 31-OCT-2017	5630717 18-DEC-2018	Registered	NM Nevada Trust
19.	LAST CALL	74311238 04-SEP-1992	1774545 01-JUN-1993	Registered	NM Nevada Trust
20.	LINDA'S AT BERGDORF GOODMAN	87394266 31-MAR-2017	5476817 22-MAY-2018	Registered	NM Nevada Trust
21.	MAKE SOME NOISE	86293824 28-MAY-2014	4667074 06-JAN-2015	Registered	NM Nevada Trust
22.	NEIMA.COM	87882139 18-APR-2018	--	Pending Intent to Use	The Trustee of the NM NEVADA TRUST
23.	NEIMAN MARCUS	75433896 13-FEB-	2209260 08-DEC-	Registered	NM Nevada Trust

No.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
		1998	1998		
24.	NEIMAN MARCUS	73756014 05-OCT-1988	1593195 24-APR-1990	Registered	NM Nevada Trust
25.	NEIMAN MARCUS	72377875 04-DEC-1970	0934177 16-MAY-1972	Registered	NM Nevada Trust
26.	NEIMAN MARCUS 	74216290 25-OCT-1991	1733202 17-NOV-1992	Registered	NM Nevada Trust
27.	NEIMAN MARCUS LAST CALL	86019456 25-JUL-2013	4440392 26-NOV-2013	Registered	NM Nevada Trust
28.	NEIMAN-MARCUS	73196302 11-DEC-1978	1154006 12-MAY-1981	Registered	NM Nevada Trust
29.	NEIMAN-MARCUS 	71664021 06-APR-1954	0601375 25-JAN-1955	Registered Section 2(F)	NM Nevada Trust
30.	NEW LEVEL OF BEAUTY	75834236 28-OCT-1999	2541276 19-FEB-2002	Registered	NM Nevada Trust
31.	NM	76415449 30-MAY-2002	2758362 02-SEP-2003	Registered	NM Nevada Trust
32.	NM GIFT CARD	75279273 22-APR-1997	2137494 17-FEB-1998	Registered	NM Nevada Trust
33.	NM ON THE GO	86523239 03-FEB-2015	4928838 29-MAR-2016	Registered	NM Nevada Trust
34.	NMG RESOLUTIONS	77352859 14-DEC-2007	3475891 29-JUL-2008	Registered	NM Nevada Trust
35.	RED RIVER Design 	73396230 30-SEP-1982	1288052 31-JUL-1984	Registered	NM Nevada Trust
36.	STILETTO STRUT	86954924 28-MAR-2016	5351274 05-DEC-2017	Registered	NM Nevada Trust

No.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
37.	SWEET PEPPERS	74308816 27-AUG-1992	1766092 20-APR-1993	Registered	NM Nevada Trust
38.	THE ART OF FASHION	75377610 22-OCT-1997	2277234 14-SEP-1999	Registered	NM Nevada Trust
39.	THE BOOK	76417927 05-JUN-2002	2697746 18-MAR-2003	Registered Section 2(F)	NM Nevada Trust
40.	THE BOOK	75606549 16-DEC-1998	2317384 08-FEB-2000	Registered	NM Nevada Trust
41.	THE FRESHMARKET	74225486 26-NOV-1991	1804890 16-NOV-1993	Registered	NM Nevada Trust
42.	THE HEART OF NEIMAN MARCUS	86809613 04-NOV-2015	4996791 12-JUL-2016	Registered	NM Nevada Trust
43.	THE MERMAID BAR	74225488 26-NOV-1991	1726520 20-OCT-1992	Registered	NM Nevada Trust
44.	THE NM CAFE	74212602 11-OCT-1991	1726506 20-OCT-1992	Registered	NM Nevada Trust
45.	THE ZODIAC	73355186 18-MAR-1982	1218744 30-NOV-1982	Registered	NM Nevada Trust
46.	VERY BERGDORF	78270175 03-JUL-2003	2856065 22-JUN-2004	Registered	NM Nevada Trust
47.	BERGDORF CONNECT	88758781 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
48.	BERGDORF CONNECT	88758821 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
49.	BERGDORF GOODMAN CONNECT	88759628 15-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
50.	BERGDORF'S	88658489 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust

No.	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
51.	BG CONNECT	88758860 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
52.	BG STYLE EXPERTS	88658445 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust
53.	CRAZY GOOD CHEER	88658433 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust
54.	LITTLE BG Design 	88658405 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust
55.	MARIPOSA	88559271 01-AUG-2019	--	Pending	NM Nevada Trust
56.	NEIMAN MARCUS	88658514 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust
57.	NEIMAN MARCUS CONNECT	88758535 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
58.	NEIMAN'S	88658474 17-OCT-2019	--	Pending Intent to Use	NM Nevada Trust
59.	NEIMAN'S CONNECT	88758707 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
60.	NM CONNECT	88758730 14-JAN-2020	--	Pending Intent to Use	NM Nevada Trust
61.	YOUR NEIMAN'S	90071704 24-JUL-2020	--	Pending	NM Nevada Trust