

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365309

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELK, INC.		12/10/2015	CORPORATION: DELAWARE
BELK STORES SERVICES, INC.		12/10/2015	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2192327	ALL FOR YOU!
Registration Number:	4748420	BE INSPIRED
Registration Number:	4117383	BELK
Registration Number:	3952652	BELK
Registration Number:	3959973	BELK
Registration Number:	3970689	BELK MODERN. SOUTHERN. STYLE.
Registration Number:	3404529	BELK & CO. FINE JEWELERS
Registration Number:	1641169	BELK
Registration Number:	877043	BELK
Registration Number:	876226	BELK
Registration Number:	1614424	BELK
Registration Number:	4173124	BELK BOWL
Registration Number:	4168958	BELK BOWL
Registration Number:	3706512	BELKGIVES
Registration Number:	4414989	BELKIE
Registration Number:	2726990	BELKIE BEAR
Registration Number:	4404581	
Registration Number:	3969941	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4117382	CYBER NIGHT OWLS
Registration Number:	4641356	FINISHING THE LOOK
Registration Number:	1930355	HOME ACCENTS
Registration Number:	2182798	J. KHAKIS
Registration Number:	3256916	JK INDIGO
Registration Number:	1992368	KIM ROGERS
Registration Number:	4286897	LEGION
Registration Number:	3164956	MEETING STREET
Registration Number:	3970688	MODERN. SOUTHERN. STYLE.
Registration Number:	3759414	NEW DIRECTIONS
Registration Number:	3415653	NEW DIRECTIONS
Registration Number:	3706322	NEW DIRECTIONS
Registration Number:	3171461	NEW DIRECTIONS
Registration Number:	1169377	NURSERY RHYME
Registration Number:	4271114	NURSERY RHYME
Registration Number:	4057864	NURSERY RHYME
Registration Number:	4538634	OCEAN & COAST
Registration Number:	2224162	PARISIAN
Registration Number:	1688206	PARISIAN
Registration Number:	1702245	PARISIAN
Registration Number:	3547367	PRO TOUR
Registration Number:	3870838	BELK P T PRO TOUR GOLF SHOP AT BELK
Registration Number:	1572086	RED CAMEL
Registration Number:	3072760	SADDLEBRED
Registration Number:	4381042	SB TECH
Registration Number:	4594071	SO. MOD. MODERN SOUTHERN BEAUTY
Registration Number:	3393237	STAY @ HOME
Registration Number:	3171053	W.H. BELK
Registration Number:	4567742	YES! WE HAVE IT
Registration Number:	4847522	MOVE MY HEART
Registration Number:	4842436	THE ROAD SOUTH
Registration Number:	1152482	NURSERY RHYME
Registration Number:	880509	ANDHURST
Registration Number:	758889	HEIRESS
Registration Number:	1356844	MEETING STREET GENTLEMEN CLOTHIERS
Registration Number:	1591021	SWEETBRIAR
Registration Number:	1652550	BELK
Registration Number:	1702244	YOU'RE SOMEBODY SPECIAL PARISIAN

Property Type	Number	Word Mark
Registration Number:	1821879	YOU'RE SOMEBODY SPECIAL
Registration Number:	1904809	BELK ALL FOR YOU!
Registration Number:	1932949	MCRAE'S
Registration Number:	1938291	MCRAE'S
Registration Number:	1952649	PROFFITT'S
Registration Number:	1932950	PROFFITT'S
Registration Number:	1932951	PROFFITT'S
Registration Number:	3715923	WEAR PERFECT

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: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 35613/93

NAME OF SUBMITTER: MARK LANGER

SIGNATURE: /MARK LANGER/

DATE SIGNED: 12/10/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 10, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MORGAN STANLEY SENIOR FUNDING, INC. (“Morgan Stanley Senior Funding”), as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Bear Merger Sub Inc., a Delaware corporation (together with its permitted successors and assigns, the “Borrower”), Bear Parent Inc., a Delaware corporation (“Holdings”), Morgan Stanley Senior Funding, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Credit Agreement dated as of December 10, 2015 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “First Lien Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Asset).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

BELK, INC., a Delaware corporation, as Initial Grantor

BELK STORES SERVICES, INC., a North Carolina corporation, as Initial Grantor

By:  _____

Name: Adam M. Orvos

Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]






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REEL: 005686 FRAME: 0250


MORGAN STANLEY SENIOR FUNDING, INC.,
as First Lien Collateral Agent

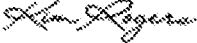

By: *Olafekan J. Lawal*
Name: Olafekan J. Lawal
Title: Authorized Signatory





SCHEDULE A

United States Trademark Registrations and Trademark Applications

<i>Mark</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Record Owner</i>
ALL FOR YOU!	75/371,135	10/10/1997	2,192,327	09/29/1998	Belk Stores Services, Inc.
BE INSPIRED	85/868,036	03/06/2013	4,748,420	06/02/2015	Belk Stores Services, Inc.
BELK	85/279,973	03/29/2011	4,117,383	03/27/2012	Belk Stores Services, Inc.
BELK & Blossom Flower Design 	85/067,912	06/21/2010	3,952,652	04/26/2011	Belk Stores Services, Inc.
BELK & Blossom Flower Design (in color) 	85/129,238	09/14/2010	3,959,973	05/10/2011	Belk Stores Services, Inc.
BELK & Blossom Flower Design MOD-ERN.SOUTHERN.STYLE (in color) 	85/160,598	10/25/2010	3,970,689	05/31/2011	Belk Stores Services, Inc.
BELK & CO. FINE JEWELERS & Design 	77/172,863	05/04/2007	3,404,529	04/01/2008	Belk Stores Services, Inc.
BELK (Stylized) 	73/840,143	11/15/1989	1,641,169	04/16/1991	Belk Stores Services, Inc.

<i>Mark</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Record Owner</i>
BELK (Stylized) 	72/302,797	07/09/1968	877,043	09/16/1969	Belk Stores Services, Inc.
BELK (Stylized) 	72/302,798	07/09/1968	876,226	09/02/1969	Belk Stores Services, Inc.
BELK (Stylized) (New) 	73/840,144	11/15/1989	1,614,424	09/18/1990	Belk Stores Services, Inc.
BELK BOWL	85/281,273	03/30/2011	4,173,124	07/10/2012	Belk Stores Services, Inc.
BELK BOWL & Design 	85/281,284	03/30/2011	4,168,958	07/03/2012	Belk Stores Services, Inc.
BELKGIVES	77/531,665	07/25/2008	3,706,512	11/03/2009	Belk Stores Services, Inc.
BELKIE	85/944,132	05/28/2013	4,414,989	10/08/2013	Belk Stores Services, Inc.
BELKIE BEAR	76/440,748	08/15/2002	2,726,990	06/17/2003	Belk Stores Services, Inc.
Blossom Flower Design (in color) 	85/702,149	08/13/2012	4,404,581	09/17/2013	Belk Stores Services, Inc.
Blossom Flower Design (in color) 	85/141,186	09/29/2010	3,969,941	05/31/2011	Belk Stores Services, Inc.
CYBER NIGHT OWLS	85/279,962	03/29/2011	4,117,382	03/27/2012	Belk Stores Services, Inc.
FINISHING THE LOOK	86/306,164	06/11/2014	4,641,356	11/18/2014	Belk Stores Services, Inc.
HOME ACCENTS	74/079,249	07/16/1990	1,930,355	10/31/1995	Belk Stores Services, Inc.

<i>Mark</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Record Owner</i>
J. KHAKIS	75/167,107	08/20/1996	2,182,798	08/18/1998	Belk Stores Services, Inc.
JK INDIGO	78/513,228	11/08/2004	3,256,916	06/26/2007	Belk Stores Services, Inc.
KIM ROGERS (Stylized) 	74/538,868	06/17/1994	1,992,368	08/13/1996	Belk Stores Services, Inc.
LEGION	85/596,173	04/12/2012	4,286,897	02/05/2013	Belk Stores Services, Inc.
MEETING STREET	78/699,068	08/24/2005	3,164,956	10/31/2006	Belk Stores Services, Inc.
MODERN. SOUTHERN. STYLE	85/160,589	10/25/2010	3,970,688	05/31/2011	Belk Stores Services, Inc.
NEW DIRECTIONS	78/839,088	03/16/2006	3,759,414	03/09/2010	Belk Stores Services, Inc.
NEW DIRECTIONS	78/588,137	03/16/2005	3,415,653	04/22/2008	Belk Stores Services, Inc.
NEW DIRECTIONS	77/498,548	06/13/2008	3,706,322	11/03/2009	Belk Stores Services, Inc.
NEW DIRECTIONS	78/785,291	01/05/2006	3,171,461	11/14/2006	Belk Stores Services, Inc.
NURSERY RHYME	73/168,332	04/28/1978	1,169,377	09/15/1981	Belk Stores Services, Inc.
NURSERY RHYME	85/586,189	04/02/2012	4,271,114	01/08/2013	Belk Stores Services, Inc.
NURSERY RHYME (Stylized) 	75/983,719	04/28/1978	4,057,864	04/28/1981	Belk Stores Services, Inc.
OCEAN & COAST	85/707776	08/20/2012	4,538,634	05/27/2014	Belk Stores Services, Inc.
PARISIAN	75/409,810	12/23/1997	2,224,162	02/16/1999	Belk Stores Services, Inc.
PARISIAN	74/086,980	08/10/1990	1,688,206	05/19/1992	Belk Stores Services, Inc.

<i>Mark</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Record Owner</i>
PARISIAN (Stylized) & Design 	74/086,981	08/10/1990	1,702,245	07/21/1992	Belk Stores Services, Inc.
PRO TOUR	77/079,581	01/10/2007	3,547,367	12/16/2008	Belk Stores Services, Inc.
PRO TOUR GOLF SHOP AT BELK & Design  PRO TOUR <small>©2011 TRADE PROMOTIONS</small>	77/296,083	10/04/2007	3,870,838	11/02/2010	Belk Stores Services, Inc.
RED CAMEL	73/805,531	06/09/1989	1,572,086	12/19/1989	Belk Stores Services, Inc.
SADDLEBRED	78/359,954	01/30/2004	3,072,760	03/28/2006	Belk Stores Services, Inc.
SB TECH (Stylized) 	85/633,963	05/24/2012	4,381,042	08/06/2013	Belk Stores Services, Inc.
SO. MOD. MODERN SOUTHERN BEAUTY & Design 	85/958,051	06/12/2013	4,594,071	08/26/2014	Belk Stores Services, Inc.
STAY @ HOME	78/836,611	03/14/2006	3,393,237	03/04/2008	Belk Stores Services, Inc.
W.H. BELK	78/733,309	10/14/2005	3,171,053	11/14/2006	Belk Stores Services, Inc.
YES! WE HAVE IT	86/134,930	12/04/2013	4,567,742	07/15/2014	Belk Stores Services, Inc.
MOVE MY HEART	86/411,295	10/01/2014	4,847,522	11/3/2015	Belk Stores Services, Inc.
THE ROAD SOUTH	86/367,140	08/14/2014	4,842,436	10/27/2015	Belk Stores Services, Inc.
NURSERY RHYME (Stylized)	73/168,331	4/28/1978	1,152,482	4/28/1981	Belk Stores Services, Inc.
ANDHURST	72/318,151	2/3/1969	880,509	11/11/1969	Belk Stores

<i>Mark</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Record Owner</i>
					Services, Inc.
HEIRESS and Design	72/159,808	12/27/1962	758,889	10/22/1963	Belk Stores Services, Inc.
MEETING STREET GENTLEMEN CLOTHIERS and Design	73/510,875	11/28/1984	1,356,844	8/28/1985	Belk Stores Services, Inc.
SWEETBRIAR	73/815,428	7/28/1989	1,591,021	4/10/1990	Belk Stores Services, Inc.
BELK (Stylized)	73/840,175	11/15/1989	1,652,550	7/30/1991	Belk Stores Services, Inc.
YOU'RE SOMEBODY SPECIAL PARISIAN and Design	74/086,700	8/10/1990	1,702,244	7/21/1992	Belk Stores Services, Inc.
YOU'RE SOMEBODY SPECIAL	74/388,724	5/6/1993	1,821,879	2/15/1994	Belk Stores Services, Inc.
BELK ALL FOR YOU! And Design	74/538,910	6/17/1994	1,904,809	7/11/1995	Belk Stores Services, Inc.
MCRAE'S	74/580,544	9/30/1994	1,932,949	11/7/1995	Belk Stores Services, Inc.
MCRAE'S	74/580,546	9/30/1994	1,938,291	11/28/1995	Belk Stores Services, Inc.
PROFFITT'S	74/580,598	9/30/1994	1,952,649	1/30/1996	Belk Stores Services, Inc.
PROFFITT'S	74/580,595	9/30/1994	1,932,950	11/7/1995	Belk Stores Services, Inc.
PROFFITT'S	74/580,596	9/30/1994	1,932,951	11/7/1995	Belk Stores Services, Inc.
WEAR PERFECT	77/345,590	12/6/2007	3,715,923	11/24/2009	Belk Stores Services, Inc.

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RECORDED: 12/10/2015

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