

04-13-2001



101662361

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Handwritten: 4.2.01

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year
Sept. 11, 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Sept. 11, 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

04/13/2001 6TON11 0000067 75476151

FOR OFFICE USE ONLY

FC:481 40.00 BP
FC:482 -450.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

214 745 5797

Name

S. Roxanne Edward^G

Address (line 1)

Winstead Sechrest & Minick

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm

Address (line 4)

Dallas, Texas, 75270

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

12+\$

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/476,151

1164143

1257975

1373123

1373124

1699573

1713572

1824751

1843315

1911969

Number of Properties

Enter the total number of properties involved.

#

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

490.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

of Winstead Sechrest & Minick

Deposit Account Number:

#

23-2426

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

S. Roxanne Edwards

March 28, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1920441"/>	<input type="text" value="1930313"/>	<input type="text" value="1930314"/>
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<input type="text" value="35295"/>	<input type="text" value="38910"/>	<input type="text" value="400,720"/>
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SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of September 11, 2000, is executed by The Container Store, Inc., a Texas corporation (the "Grantor"), in favor of Bank One, Texas, NA, a national banking association, with an office at 1717 Main Street, 3rd Floor, Dallas, Texas 75201, as Agent for the LC Issuer and the Lenders ("Agent").

RECITALS:

A. Grantor, the LC Issuer, the Lenders and the Agent have entered into that certain Credit Agreement dated as of September 11, 2000 (as the same may be restated, amended, supplemented or modified from time to time, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

B. Grantor and the Agent have also entered into that certain Pledge and Security Agreement dated as of September 11, 2000 (as the same may be restated, amended, supplemented or modified from time to time, the "Pledge Agreement").

C. Pursuant to the Credit Agreement and the Pledge Agreement, the Grantor has granted to the Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Grantor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

D. It is a condition precedent to the Agent's, the LC Issuer's and the Lenders' obligations under the Credit Agreement and the Pledge Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement and the Pledge Agreement, the parties hereto agree as follows:

1. Grantor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Credit Agreement and the Pledge Agreement, to the Agent for the pro rata benefit of the LC Issuer and the Lenders, as security for the payment and performance of the Secured Obligations, in and to Grantor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Secured Obligations have been completely paid and performed in full, (ii) no Facility LC's are outstanding, and (iii) all Commitments have terminated,

the Agent shall release its security interest in Grantor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. Grantor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks other than Liens permitted by Section 6.15 of the Credit Agreement.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the Agent and Grantor. This Assignment shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of the Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, the Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

GRANTOR:

THE CONTAINER STORE, INC.

By: [Signature]
Name: William A. Tindell
Title: President

AGENT:

BANK ONE, TEXAS, NA,
as Agent

By: [Signature]
William R. Little
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me on this day personally appeared William A. Tindell, the President of The Container Store, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

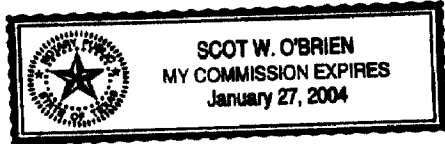
Given under my hand and seal this 11th day of September, 2000.

[S E A L]

[Signature]
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public



THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me on this day personally appeared William R. Little, the Vice President of Bank One, Texas, NA, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said national banking corporation, for the purposes and consideration therein expressed.

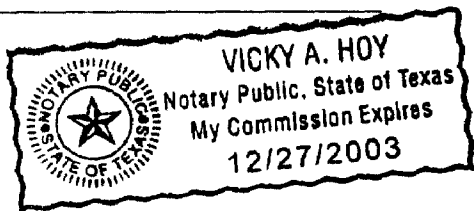
Given under my hand and seal this 11th day of September, 2000.

[S E A L]

Vicky A. Hoy
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public



DAL 3366926.2
333:9095-238

EXHIBIT A

Trademarks

**TRADEMARK PORTFOLIO
THE CONTAINER STORE, INC.**

1	THE CONTAINER STORE	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,064,143	0804081	N/A	N/A	RENEWAL 08/04/2001
2	CONTAIN YOURSELF!	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,257,975	11/1503	N/A	N/A	RENEWAL 11/15/2003
3	CONTAIN IT	42	RETAIL STORE SERVICES IN THE FIELD OF HOUSEHOLD ACCESSORIES DESIGNED TO INCREASE STORAGE SPACE THROUGHOUT THE HOME OR OFFICE	U.S.	1,373,123	11/2605	N/A	N/A	RENEWAL 11/26/2005

4	CONTAIN IT (and design)	42	RETAIL STORE SERVICES IN THE FIELD OF HOUSEHOLD ACCESSORIES DEMONED TO INCREASE STORAGE SPACE THROUGHOUT THE HOME OR OFFICE	U.S.	1,373,124	11/26/85	N/A	N/A	RENEWAL 11/26/2005
5	BIN IT BOX IT RACK IT BAG IT STACK IT TIE IT BOTTLE IT WHEEL IT CAN IT SACK IT TRASH IT HAND IT HOOK IT STORE IT	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,699,573	07/07/92	N/A	N/A	RENEWAL 07/07/2002
6	THE CONTAINER STORE	16	CATALOGS PRIMARLY FOR HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, SPACE ORGANIZERS, AND RELATED GOODS	U.S.	1,719,572	09/08/92	N/A	N/A	RENEWAL 09/08/2002
7	SMARTROOM	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,824,751	03/01/94	N/A	N/A	SEC. 8 & 15 03/02/99 through 02/28/2000 RENEWAL 03/01/2004

8	FOR THE NATURAL ORDER OF THINGS	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,843,315	07/06/94	N/A	N/A	SEC. 8 & 15 07/06/99 through 07/04/2000 RENEWAL 07/05/2004
9	THE CONTAINER STORE (and design)	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,911,969	08/15/95	N/A	N/A	SEC. 8 & 15 08/16/2000 through 08/14/2001 RENEWAL 08/15/2005
10	ORGANIZED STATE	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,920,441	08/19/95	N/A	N/A	SEC. 8 & 15 09/20/2000 through 09/18/2004 RENEWAL 09/19/2005
11	BLUE WATERS	3,5	SCENTED PRODUCTS, NAMELY SCENTED DRAWER LINERS, SACHETS, AIR FRESHENERS	U.S.	1,930,313	10/26/95	N/A	N/A	SEC. 8 & 15 10/25/2000 through 10/23/2001 RENEWAL 10/24/2005

12	EVENING GARDEN	3, 5	SCENTED PRODUCTS, NAMELY SCENTED DRAWER LINERS, SACHETS, AIR FRESHENERS	U.S.	1,930,314	10/2/95	N/A	N/A	SBC. 8 & 15 10/25/2000 through 10/23/2001 RENEWAL 10/24/2005
13	THE CONTAINER STORES (English letters)	42	RETAIL STORE SERVICES IN THE AREA OF HOUSEHOLD ACCESSORIES, STORAGE ITEMS, STORAGE SYSTEMS, AND SPACE ORGANIZERS	U.S.	1,940,914	12/12/95	N/A	N/A	SBC. 8 & 15 12/13/2000 through 12/11/2001 RENEWAL 12/12/2005
14	MEADOW FLOWERS	3, 5	SCENTED PRODUCTS, NAMELY SCENTED DRAWER LINERS, AIR FRESHENERS	U.S.	2,009,125	01/07/97	N/A	N/A	SBC. 8 & 15 01/08/2002 through 01/06/2003 RENEWAL 01/07/2007
15	HERBAL CUCUMBER	3, 5, 16	SCENTED PRODUCTS, NAMELY, SACHETS, AIR FRESHENERS, SCENTED DRAWER LINERS	U.S.	2,077,172	07/08/97	N/A	N/A	SBC. 8 & 15 07/09/2002 through 07/07/2003 RENEWAL 07/08/2007

The Container Store, Inc.
Service Marks

<u>Mark</u>	<u>Jurisdiction</u> <u>Filing</u>	<u>Registration</u> <u>Number</u>	<u>Registration</u> <u>Date</u>
The Container Store	US	1,164,143	8/9/81
Contain Yourself!	US	1,257,975	11/15/83
Contain Yourself!	LA	400,920	4/26/82
Contain Yourself!	TX	38910	7/14/81
Contain It	US	1,373,123	11/26/85
Contain It	US	1,373,124	11/26/85
Bin It Box It Rack It Bag It Stack It Tin It Bottle It Shelf It Can It Sack It Trash It Hang It Hook It Store It	US	1,699,573	7/7/92
The Container Store	US	1,713,572	9/8/92
Smartroom	US	1,824,751	3/1/94
For The Natural Order of Things	US	1,843,315	7/5/94
The Container Store	US	1,911,969	8/15/95
Organized State	US	1,920,441	9/19/98
Blue Waters	US	1,930,313	10/24/95
Evening Garden	US	1,930,314	10/24/95
The Container Store	US	1,940,914	12/12/95
Meadow Flowers	US	2,029,125	1/7/97
Herbal Cucumber	US	2,077,172	7/8/97
The Organization Organization	US	1,164,143	12/14/90
The Container Store	US	75/476,151	4/28/98
The Container Store	TX	35295	10/23/98

FINSDAL:31590.1 46715-01010

The Container Store, Inc.
Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Jurisdiction Filing</u>	<u>Dates of Registration</u>
The Container Store	TMA505,514	Canada	12/15/98
Contain Yourself	TMA444,826	Canada	6/30/95
Simply Organized	TMA454,258	Canada	12/16/94

#INSDAL31390.1 46718-01010

RECORDED: 04/02/2001

TRADEMARK- 10
REEL: 002270 FRAME: 0569