12/23/04

12-30-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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102914376

TMRS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
The Container Store, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State
☐ Other

Citizenship (see guidelines) Texas

Execution Date(s) June 30, 2004

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank One, NA
Internal Address: 3rd Floor
Street Address: 1717 Main Street
City: Dallas
State: Texas
Country: US Zip: 75201

☑ Association Citizenship National Banking
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached schedule

B. Trademark Registration No.(s)
See attached schedule

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sanford E. Warren, Jr.
Internal Address: Winstead Sechrest & Minick P.C.
Street Address: P.O. Box 50784
City: Dallas
State: Texas Zip: 75201
Phone Number:
Fax Number: 214.745.5390
Email Address:

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 990.00

☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 23-2426

Authorized User Name Sanford E. Warren, Jr.

9. Signature:

Signature 12/22/04 Date

Sanford E. Warren, Jr.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 71

DEC 23 PM 1:
OPR/FINANCE
40.00 OP
950.00 OP
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

9095-238 4086185/1

EV 507272523

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	BIN IT BOX IT RACK IT BAG IT STACK IT TIN IT BOTTLE IT SHELF IT CAN IT	04-Dec-1990	74/120,437	07-Jul-1992	1,699,573	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	07-Jul-2011
United States of America	BLUE WATERS	13-Jun-1994	74/536,651	24-Oct-1995	1,930,313	3, 5	Class 3: Scented products, namely scented drawer liners, sachets Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	24-Oct-2004
United States of America	BRINGING BEAUTY, EASE AND ORDER TO YOUR HOME	05-Jun-2002	76/429,400			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, stoarge systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Allowed	2 Months Until Response Due	18-Jul-2004
United States of America	BRINGING BEAUTY, EASE AND ORDER TO YOUR HOME	05-Jun-2002	76/429,199			20	Venilated wire shelving and drawer systems comprised of wood and metal gliding frames and drawers	Allowed	Stmt. of Use - 2nd reminder	29-Jul-2004

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	CONTAIN IT	14-May-1985	73/537,838	26-Nov-198	1,373,123	42	Retail store services in the field of household accessories designed to increase storage space throughout the home or office.	Registered	1st Renewal Reminder - 1yr	26-Nov-2004
United States of America	CONTAIN IT AND DESIGN	14-May-1985	73/537,839	26-Nov-198	1,373,124	42	Retail store services in the field of household accessories designed to increase space throughout the home or office	Registered	1st Renewal Reminder - 1yr	26-Nov-2004
United States of America	CONTAIN YOURSELF!	14-Jul-1981	73/318,980	15-Nov-198	1,257,975	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	15-Nov-2012
United States of America	EVENING GARDEN	13-Jun-1994	74/536,655	24-Oct-1995	1,930,314	3, 5	Class 3: Scented products, namely scented drawer liners, sachets Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	24-Oct-2004

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The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	GIFT WRAP WONDERLAND	04-Mar-2002	76/377,716	11-Mar-2003	2.695,250	35	Retail store services featuring decorations, materials and supplies for use in gift wrapping and packaging, gift items, namely, toys for children, games,picture frames, umbrellas, desk organizers, flash lights, alarm clocks, piggy banks, bath accessories, office accessories, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers; On-line retail store services featuring decorations materials and supplies for use in gift wrapping and packaging, gift items, namely, toys for children, games, picture frames, umbrellas, desk organizers, flash fights, alarm clocks, piggy banks, bath accessories, office accessoreis, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers; mail order catalog services featuring deocrations, materials and supplies	Registered	Aff of Use - 5 Year	11-Mar-2008

for use in gift wrapping

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
							and packaging, gift items, namely, toys for children, games, picture frames, umbrellas, desk organizers, flash lights, alarm clocks, piggy banks, bath accessories, office accessories, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers			
United States of America	HERBAL CUCUMBER	01-Apr-1996	75/082,201	08-Jul-1997	2,077,172	5,16	Class 5: Air fresheners Class 16: Scented drawer liners	Registered	1st Renewal Reminder - 1yr	08-Jul-2006
United States of America	MEADOW FLOWERS	13-Jun-1994	74/536,654	07-Jan-1997	2,029,125	3,5	Class 3: Scented products, namely scented drawer liners Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	07-Jan-2006

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The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	ORGANIZE BEFORE YOU ITEMIZE	22-Mar-2002	76/386,047	07-Jan-2003	2,672,077	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; and mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	07-Jan-2008
United States of America	ORGANIZED STATE	19-Jul-1994	74/551,094	19-Sep-1995	1,920,441	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	19-Sep-2004
United States of America	THE CONTAINER STORE	02-Apr-1979	73/209,963	04-Aug-1981	1,164,143	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	04-Aug-2010
United States of America	THE CONTAINER STORE	20-Aug-1991	74/196,476	08-Sep-1992	1,713,572	16	Catalogs primarily for household accessories, storage items, storage systems, space organizers, and related goods.	Registered	Next Renewal Reminder - 1yr	08-Sep-2011

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The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	THE CONTAINER STORE	28-Apr-1998	75/476,151	17-Jul-2001	2,470,015	35	On-line retail store services featuring household accessories, storage items, storage systems and space organizers	Registered	Power of Atty been Accepted?	08-Nov-2004
United States of America	THE CONTAINER STORE (STACKED DESIGN)	30-Nov-1994	74/604,750	12-Dec-1995	1,940,914	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	12-Dec-2004
United States of America	THE CONTAINER STORE AND DESIGN (CORPORATE "WEENIE")	11-Apr-1994	74/511,018	15-Aug-1995	1,911,969	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	15-Aug-2004
United States of America	THE NEATEST SITE ON THE WEB	23-Apr-2001	76/245,081	11-Dec-2001	2,517,359	35	On-line retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Power of Atty been Accepted?	08-Nov-2004
United States of America	THE ORIGINAL STORAGE AND ORGANIZATION STORE	25-Jun-1999	75/736,821	11-Sep-2001	2,486,687	35	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Aff of Use - 5 Year Sect 8/15 Affidavit - 1st rem.	11-Sep-2006 11-Sep-2006

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	13-Jan-2003	76/481,739	09-Dec-2003	2,790,892	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	09-Dec-2008
United States of America	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	13-Jan-2003	76/481,738	09-Dec-2003	2,790,891	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	09-Dec-2008

The Container Store
Foreign Trademarks

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Class	Goods/Services	Status	Next Action	Due Date
Canada	CONTAIN YOURSELF!	11-Aug-1994	761320	30-Jun-1995	444,826		Mail-order retailing of household accessories, storage items, storage systems and space organizers Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal reminder-1 year	30-Jun-2009
Canada	THE CONTAINER STORE	20-May-1994	755,142	15-Dec-1998	TMA505514		Retail store services in the area of household accessories, storage items, storage systems, space organizers; mail-order and on-line retail store services featuring household accessories, storage itmes, storage systems and space organizers; catalogues	Registered	Renewal reminder-1 year	15-Dec-2012

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Canada	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	08-Jul-2003	1,183,899				Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Pending	status check	11-Dec-2004
Canada	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	08-Jul-2003	1,183,900				Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems, and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Pending	status check	11-Dec-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
European Community	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	08-Jul-2003	3,259,116			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Published	Status re Registration	22-Sep-2004
European Community	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	08-Jul-2003	3,259,819			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Published	Status re Registration	22-Sep-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Japan	THE CONTAINER STORE						Stationery, wrapping papers, boxes, ribbons, bows and other wrapping materials, furniture, containers of glass, plastic and metal, laundry baskets, garbage cans, buckets, mops, brooms, bottles, jars, plastic containers, coat hangers, storage containers, storage bags, organizers, file folders, luggage and bags.	Unfiled	Follow up w/client Re Filing	15-Jul-2004
Mexico	CONTAIN YOURSELF!	31-May-1995	188874	21-Jul-1995	498075	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal reminder-6 mos	30-Nov-2004
Mexico	THE CONTAINER STORE	15-Aug-1996	271165			42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers.	Pending	Status re Publication	30-Sep-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Mexico	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	03-Jul-2003	608300	27-Oct-2003	811199	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessores, storage itmes, storage systems and space organizers.	Registered	Mark should be used w/in 1 Yr	27-Oct-2005
Mexico	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	03-Jul-2003	608301	27-Oct-2003	811200	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems, and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Registered	Mark should be used w/in 1 Yr	27-Oct-2005

The Container Store
Texas Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States - Texas	CONTAIN YOURSELF! THE CONTAINER STORE	14-Jul-1981		14-Jul-1981	38910	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal Reminder	14-Jul-2010
United States - Texas	THE CONTAINER STORE	23-Oct-1978		23-Oct-1978	35295	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal Reminder	23-Oct-2007

SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT is entered into as of June 30, 2004, by and between The Container Store, Inc., a Texas corporation (the "Borrower"), and Bank One, NA, a national banking association having its principal office in Dallas, Texas, in its capacity as agent (the "Agent") for the LC Issuer and the Lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Agent, the LC Issuer and the Lenders heretofore entered into a Second Amended and Restated Credit Agreement dated as of June 30, 2004 (as it may be amended or modified from time to time, the "Credit Agreement"). The Borrower is entering into this Second Amended and Restated Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to correct the Schedules to the Security Agreement executed at the time of execution of the Credit Agreement and induce the Lenders to extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, the Borrower and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in Texas Uniform Commercial Code. Terms defined in the Texas UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Texas UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Texas UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Texas UCC.

"Collateral" means all Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, Receivables, and Other Collateral, wherever located, in which the Borrower now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

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"Commercial Tort Claims" means those certain currently existing commercial tort claims of the Borrower.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Texas UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Texas UCC.

"Documents" shall have the meaning set forth in Article 9 of the Texas UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Texas UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the Texas UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Texas UCC.

"Instruments" shall have the meaning set forth in Article 9 of the Texas UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Texas UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Texas UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or the Lenders in connection with the preparation, administration, collection or enforcement thereof), of the Borrower to the Agent, the LC Issuer or any Lender or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement, any promissory note or notes now or hereafter issued under the Credit Agreement, and any other Loan Documents, and includes without limitation, the Obligations defined in the Credit Agreement.

"Other Collateral" means any property of the Borrower, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Borrower other than real estate.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Borrower may from time to time designate as pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Borrower and any Lender or Affiliate thereof which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Rate Management Obligations" means any and all obligations of the Borrower, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Rate Management Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders, (y) after an acceleration of the obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders and their Affiliates holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of outstanding Advances and (ii) the aggregate net early termination payments and all other amounts then due and unpaid from the Borrower to the Lenders or their Affiliates under Rate Management Transactions comprising Secured Obligations, as determined by the Agent in its reasonable discretion, and (z) after the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Credit Agreement were ever accelerated), Lenders and their Affiliates holding in the aggregate at least 51% of the aggregate net early termination payments and all other amounts then due and unpaid from the Borrower to the Lenders or their Affiliates under Rate Management Transactions comprising Secured Obligations, as determined by the Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations and Rate Management Obligations permitted under the Credit Agreement entered into with one or more of the Lenders or their Affiliates.

"Security" has the meaning set forth in Article 8 of the Texas UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Borrower now has or hereafter acquires any right, issued by an issuer of such securities.

"Texas UCC" means the Texas Uniform Commercial Code *as in effect from time to time.*

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

The Borrower hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the LC Issuer and the Lenders and (to the extent specifically provided herein) their Affiliates, a security interest in all of the Borrower's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Agent and the Lenders that:

3.1 Title, Authorization, Validity and Enforceability. The Borrower has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6 hereof, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Borrower of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Borrower and creates a security interest which is enforceable against the Borrower in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Borrower in the locations listed on Exhibit "F", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6 hereof.

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by the Borrower of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate

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any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or the Borrower's articles or certificate of incorporation or bylaws, the provisions of any indenture, instrument or agreement to which the Borrower is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

3.3 Type and Jurisdiction of Organization. The Borrower is a corporation organized under the laws of the State of Texas.

3.4 Principal Location. The Borrower's mailing address and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit "A"; the Borrower has no other places of business except those set forth in Exhibit "A".

3.5 Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are (i) leased by the Borrower as lessee and designated in Part C(2) of Exhibit "A" or (ii) locations at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C(3) of Exhibit "A", with respect to which Inventory the Borrower has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory.

3.6 No Other Names. The Borrower has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Borrower's organizational documents, as amended, as filed with the Borrower's jurisdiction of organization.

3.7 No Default. No Default or Unmatured Default exists.

3.8 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Borrower relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Borrower from time to time. As of the time when each Account or each item of Chattel Paper arises, the Borrower shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.9 Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B". None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) the vehicles described in Part B of Exhibit "B" (ii) patents, trademarks and copyrights held by the Borrower and described in Part C of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.10 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Borrower as debtor has been filed by authorization of the Borrower in any jurisdiction except (i) financing statements naming

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the Agent on behalf of the Lenders as the secured party, (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6 hereof.

3.11 Federal Employer Identification Number. The Borrower's Federal employer identification number is 75-1596981.

3.12 State Organization Number. If the Borrower is a registered organization, the Borrower's State organization number is 43435300.

3.13 Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Agent. The Borrower is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "E" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the LC Issuer and the Lenders hereunder. The Borrower further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Borrower has so informed the Agent so that the Agent may take steps to perfect its security interest therein as a General Intangible or an Instrument in accordance with the laws of the relevant jurisdiction.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1 General.

4.1.1 Inspection. The Borrower will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Borrower relating to the Collateral and (iii) to discuss the Collateral and the related records of the Borrower with, and to be advised as to the same by, the Borrower's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at the Borrower's expense.

4.1.2 Taxes. The Borrower will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

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4.1.3 Records and Reports; Notification of Default. The Borrower will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. The Borrower will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4 Financing Statements and Other Actions; Defense of Title. The Borrower hereby authorizes the Agent to file, and if requested will execute and deliver to the Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of, the Collateral. The Borrower will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. The Borrower will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Credit Agreement, (ii) until such time following the occurrence of a Default as the Borrower receives a notice from the Agent instructing the Borrower to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Borrower receives a notice from the Agent pursuant to Article VII of this Security Agreement, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6 Liens. The Borrower will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D" and (iii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.

4.1.7 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. The Borrower will:

(a) preserve its existence as a corporation and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

(b) not change its state of organization;

(c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A"; and

(d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5 hereof) at a location other than a location

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specified in Exhibit "A", (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A", (iii) maintain a place of business at a location other than a location specified on Exhibit "A", (iv) change its name or taxpayer identification number or (v) change its mailing address, unless the Borrower shall have given the Agent not less than 30 days' prior written notice thereof and the Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of the Borrower to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Agent's security interest in the Collateral.

4.1.8 Other Financing Statements. The Borrower will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6 hereof.

4.2 Receivables.

4.2.1 Certain Agreements on Receivables. The Borrower will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Borrower may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, the Borrower will collect and enforce, at the Borrower's sole expense, all amounts due or hereafter due to the Borrower under the Receivables.

4.2.3 Delivery of Invoices. The Borrower will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.4 Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists (except as permitted by Section 4.2.1) or (ii) if, to the knowledge of the Borrower, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Borrower will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Borrower relating to such Receivable and in connection with any invoice or report furnished by the Borrower to the Agent relating to such Receivable.

4.3 Inventory and Equipment.

4.3.1 Maintenance of Goods. The Borrower will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

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4.3.2 Insurance. The Borrower will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent as the Agent shall from time to time request, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

4.3.3 Titled Vehicles. The Borrower will give the Agent notice of its acquisition of any vehicle covered by a certificate of title and, upon request, deliver to the Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Agent noted on any such certificate.

4.4 Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Borrower will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (iv) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral. The Borrower shall further procure that all registrations and notifications in order to perfect the security interest contemplated by Article II or otherwise deemed appropriate are made.

4.5 Uncertificated Securities and Certain Other Investment Property. The Borrower will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. The Borrower will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Borrower will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6 Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. The Borrower will not (i) permit or suffer any Domestic Subsidiary which is an issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its

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capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2 Issuance of Additional Securities. The Borrower will not permit or suffer any Domestic Subsidiary which is an issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Borrower.

4.6.3 Registration of Pledged Securities and other Investment Property. The Borrower will permit any registrable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Secured Parties.

4.6.4 Exercise of Rights in Pledged Securities and other Investment Property. After the occurrence of a Default or Unmatured Default, the Borrower will permit the Agent or its nominee at any time, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof. In order to enable the Agent to exercise such rights, in particular the voting rights, the Borrower shall, at the request of the Agent, issue a power of attorney or proxy giving the Agent the right to vote for the relevant securities and other Investment Property.

4.7 Pledged Deposits. The Borrower will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.

4.8 Deposit Accounts. The Borrower will (i) upon the Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Agent, in form and substance satisfactory to the Agent in order to give the Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request following the occurrence of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring ownership of the Deposit Account to the Agent or transferring dominion and control over each such other deposit to the Agent. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9 Letter-of-Credit Rights. The Borrower will upon the Agent's request, cause each issuer of a letter of credit, to consent to the assignment of proceeds of the letter of credit in order to give the Agent Control of the letter-of-credit rights to such letter of credit.

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4.10 Federal, State or Municipal Claims. The Borrower will notify the Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1 The occurrence of any one or more of the following events shall constitute a Default:

5.1.1 Any representation or warranty made by or on behalf of the Borrower under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2 The breach by the Borrower of any of the terms or provisions of Sections 4.1.6, 4.1.7, 4.1.8, 4.6.1, 4.6.2, 4.7 or Article VII of this Security Agreement.

5.1.3 The breach by the Borrower (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Security Agreement which is not remedied within thirty (30) days after the giving of written notice to the Borrower by the Agent.

5.1.4 Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 hereof or shall be lost, stolen, damaged or destroyed, except to the extent such Collateral is covered by insurance pursuant to Section 6.6 of the Credit Agreement.

5.1.5 Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise and all applicable cure periods as provided for in the Credit Agreement shall have elapsed.

5.1.6 The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2 Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Obligations and, to the extent provided for under the Rate Management Transactions evidencing the same, the Rate Management Obligations, shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.

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5.2.2 Those rights and remedies available to a secured party under the Texas UCC (whether or not the Texas UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided in Section 8.1 of this Security Agreement or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

The Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Rate Management Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Rate Management Obligations pursuant to the terms of the agreement governing any Rate Management Transaction.

5.3 Rights and Remedies. Upon the occurrence of a Default, the Agent shall have the following rights and remedies:

5.3.1 The Agent may declare the Secured Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Borrower.

5.3.2 In addition to all other rights and remedies granted to the Agent in this Security Agreement and in any other instrument or agreement securing, evidencing, or relating to the Secured Obligations or any part thereof, the Agent shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas. Without limiting the generality of the foregoing, the Agent may (A) without demand or notice to Borrower, collect, receive, or take possession of the Collateral or any part thereof and for that purpose the Agent may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (B) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Agent's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of the Agent, Borrower shall assemble the Collateral and make it available to the Agent at any place designated by the Agent that is reasonably convenient to Borrower and the Agent. Borrower agrees that the Agent shall not be obligated to give more than ten (10) days written notice (or such other time as required by applicable law) of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Borrower shall be liable for all

expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by the Agent in connection with the collection of the Secured Obligations and the enforcement of the Agent's rights under this Security Agreement. The Agent may apply the Collateral against the Secured Obligations in such order and manner as the Agent may elect in its sole discretion. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Secured Obligations in full. Borrower waives all rights of marshalling in respect of the Collateral.

5.3.3 The Agent may cause any or all of the Collateral held by it to be transferred into the name of the Agent or the name or names of the Agent's nominee or nominees.

5.3.4 The Agent may exercise or cause to be exercised all voting rights and corporate powers in respect of the Collateral.

5.4 Borrower's Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, the Borrower will:

5.4.1 Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.4.2 Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.5 License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Borrower's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Borrower hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Borrower's Inventory directly to any person, including without limitation persons who have previously purchased the Borrower's Inventory from the Borrower and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement, may sell Inventory which bears any trademark owned by or licensed to the Borrower and any Inventory that is covered by any copyright owned by or licensed to the Borrower and the Agent may finish any work in process and affix any trademark owned by or licensed to the Borrower and sell such Inventory as provided herein.

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ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

6.1 Waivers, Remedies. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

6.2 Power of Attorney. The Borrower hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Borrower or in its own name, when a Default exists, to take any and all action and to execute any and all documents and instruments which the Agent at any time and from time to time deems necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, Borrower hereby gives the Agent the power and right on behalf of Borrower and in its own name to do any of the following, without notice to or the consent of Borrower:

6.2.1 to demand, sue for, collect, or receive in the name of Borrower or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

6.2.2 to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

6.2.3 to send requests for verification to account debtors and other obligors;

6.2.4 to notify post office authorities to change the address for delivery of mail of Borrower to an address designated by the Agent and to receive, open, and dispose of mail addressed to Borrower;

6.2.5 (A) to direct account debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Agent or as the Agent shall direct; (B) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (D) to

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commence and prosecute any suit, action, or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action, or proceeding brought against Borrower with respect to any Collateral; (F) to settle, compromise, or adjust any suit, action, or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (G) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar, or other designated agency upon such terms as the Agent may determine; (H) to add or release any guarantor, endorser, surety, or other party to any of the Collateral or the Secured Obligations; (I) to renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Secured Obligations; (J) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering, any of the Collateral; and (K) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and Borrower's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve, or realize upon the Collateral and the Agent's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. The Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to the Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on the Agent solely to protect, preserve, and realize upon its security interest in the Collateral. The Agent shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1 Lockboxes. Upon request of the Agent after the occurrence of a Default or Unmatured Default, the Borrower shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2 Collection of Receivables. The Agent may at any time in its sole discretion after the occurrence of a Default, by giving the Borrower written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, the Borrower shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors

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to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, the Borrower shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4 of this Security Agreement.

7.3 Special Collateral Account. After the occurrence of a Default, the Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Borrower shall have no control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Agent shall from time to time deposit the collected balances in said cash collateral account into the Borrower's general operating account with the Agent. If any Default or Unmatured Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4 Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees, pro rata among the Agent, LC Issuer, Lenders and their Affiliates in accordance with the amount of such accrued and unpaid interest and fees owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations and the net early termination payments and any other Rate Management Obligations permitted under the Credit Agreement then due and unpaid from the Borrower to any of the Lenders or their Affiliates, pro rata among the Lenders and their Affiliates in accordance with the amount of such principal and such net early termination payments and other Rate Management Obligations then due and unpaid owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Agent into the Borrower's general operating account with the Agent.

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ARTICLE VIII

GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral; Condition of Collateral. The Borrower hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower, addressed as set forth in Article IX hereof, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2 Compromises and Collection of Collateral. The Borrower and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Borrower agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3 Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Borrower has agreed to perform or pay in this Security Agreement and the Borrower shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. The Borrower's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4 Authorization for Secured Party to Take Certain Action. The Borrower irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral following the occurrence of a Default, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5 hereof, to enforce payment of the Receivables in the name of the Agent or the Borrower, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured

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Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Borrower agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve the Borrower of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5 Specific Performance of Certain Covenants. The Borrower acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII of this Security Agreement will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Borrower contained in this Security Agreement, that the covenants of the Borrower contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Borrower.

8.6 Use and Possession of Certain Premises. Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Borrower where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Borrower for such use and occupancy.

8.7 Dispositions Not Authorized. The Borrower is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 hereof and notwithstanding any course of dealing between the Borrower and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5 hereof) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

8.8 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Agent, the LC Issuer and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Borrower shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.9 Survival of Representations. All representations and warranties of the Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Borrower, together with interest and penalties, if any. The Borrower shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of

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the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Borrower in the performance of actions required pursuant to the terms hereof shall be borne solely by the Borrower.

8.11 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrower and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Borrower and the Agent relating to the Collateral.

8.14 **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.15 Distribution of Reports. The Borrower authorizes the Agent, as the Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Lenders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to the Borrower and its Subsidiaries whether such information was provided by the Borrower or prepared or obtained by the Agent. Neither the Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of the Borrower's and its Subsidiaries' condition which the Agent may in its sole discretion prepare and elect to distribute, nor shall the Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16 Indemnity. The Borrower hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or the Borrower, and any claim for patent, trademark or copyright infringement).

8.17 **AMENDMENT; ENTIRE AGREEMENT. THIS AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.** The provisions of this Security Agreement may be amended or waived only by an instrument in writing signed by the parties hereto. This Security Agreement amends and restates that certain Amended and Restated Pledge and Security Agreement entered into as of June 30, 2004, by and between the Borrower and Bank One, NA, as Agent for the LC Issuer and the Lenders party thereto.

ARTICLE IX

NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Article XIII of the Credit Agreement.

9.2 Change in Address for Notices. Each of the Borrower, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE AGENT

Bank One, NA has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

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IN WITNESS WHEREOF, the Borrower and the Agent have executed this Security Agreement as of the date first above written.

THE CONTAINER STORE, INC.

By: _____
Name: STEFAN PERRY
Title: CFO

BANK ONE, NA,
as Agent

By: Sharon Ellis
Sharon M. Ellis
Vice President

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[ANY SECURITY AGREEMENT WHICH IS TO BE FILED WITH THE RESPECTIVE U.S. GOVERNMENT OFFICES TO PERFECT A SECURITY INTEREST IN A PATENT, TRADEMARK OR COPYRIGHT SHOULD BE NOTARIZED.]***

My Commission Expires: Jan. 28, 2007

STATE OF Texas)
) SS
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Stefan Ferm, a CFO of The Container Store, on behalf of said company.

KATHRYN R. BENNETT
MY COMMISSION EXPIRES
January 28, 2007

Kathryn R. Bennett
Notary Public

My commission expires: Jan. 28, 2007

EXHIBIT "A"
(See Sections 3.3, 3.4, 3.5, 4.1.7 and 9.1 of Security Agreement)

December 6, 2004

A. Principal Place of Business and Mailing Address:

The Container Store
500 Freeport Parkway
Coppell, Texas 75019
Attention: Stefan Ferm, Chief Financial Officer

B. Location(s) of Receivables Records (if different from Principal Place of Business above)

C. Locations of Inventory and Equipment and Fixtures:

1. Properties Owned by the Borrower (including county):

None.

2. Properties Leased by the Borrower (Include Landlord's Name):

See attached list of Locations and Landlords.

3. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

THE CONTAINER STORE
Locations and Landlords
December 6, 2004

LEASE ID	STORE ADDRESS	LANDLORD CO. AND ADDRESS
005 AUS	9629 Research Boulevard Austin TX 78759-6508	Simon Management Associates (Texas), LLC National City Center 115 W. Washington St Indianapolis IN 46204
006 SAN	333 Northwest Loop 410 San Antonio TX 78216-5346	BB-Lincoln-US Properties, L.P. c/o Lincoln Property Company Commercial, Inc. 10333 Richmond, Suite 880 Houston, TX 77042
007 HOU	2511 Post Oak Blvd. Houston TX 77056-5203	WMJK Limited 1661 Tanglewood Boulevard c/o Tanglewood Corporation Houston TX 77056-2797
008 FTW	4630 S. Hulen St. Ft. Worth TX 76132-1402	Agathon, Inc. 100 W. Fifth Street Suite 1000 Tulsa OK 74103
009 CCK	701 Central Expressway Plano TX 75075-8808	Lyda Hunt-Caroline Trusts P.O. Box 840844 500 Crescent Court, Suite 300 Dallas, TX 75284-0844
010 BUC	3255 Peachtree Road NE Atlanta GA 30305	Selig Enterprises, Inc. 1100 Spring Street Suite 550 Atlanta GA 30309
011 TYC	8508 Leesburg Pike Vienna VA 22182-2405	CG (Texas), Inc. c/o Capital Guidance Corporation 2001 Pennsylvania Avenue NW Suite 950 Washington DC 20006
012 OAB	1500 16th Street Oak Brook IL 60523-1308	Oakbrook – OP&F Lend Lease as Advisor for OP&F Oakbrook Court Mid-America Asset Management, Inc. Two Mid America Plaza 3rd Floor Oakbrook Terrace IL 60181
013 ROC	1601 Rockville Pike Rockville MD 20852-1619	Federal Realty Investment Trust 1626 E. Jefferson St. Rockville MD 28052
014 SCH	1460 East Golf Road Schaumburg IL 60173-4902	DDR MDT Woodfield Village LLC c/o Developer's Diversified Realty Corporation 3300 Enterprise Parkway Beachwood, OH 44122
015 NOR	101 Skokie Boulevard Northbrook IL 60062-1809	Northbrook Village Square c/o Rubin Pachulski Properties 36, LLC 11812 San Vicente Blvd., Suite 210 Los Angeles CA 90049

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LEASE ID	STORE ADDRESS	LANDLORD CO. AND ADDRESS
017 SOC	901-G South Coast Drive Costa Mesa CA 92826-1785	Metro Pointe Retail Associates 949 South Coast Drive Suite 600 Costa Mesa CA 92626-7737
018 DEN	8687 Park Meadows Center Drive Denver CO 80124-5130	South Denver Marketplace, Inc. c/o First Tennessee Bank P.O. Box 1000 Department 602 Memphis, TN 38148-0602
019 PER	120 Perimeter Center West, NE Suite 100 Atlanta GA 30346-2201	Daltex Perimeter, Inc. 3312 Piedmont Road Suite 400 Atlanta GA 30305-1713
020 CHI	908 West North Avenue Chicago IL 80622	North & Clybourn L.L.C. 113 Davis Road Elgin IL 60123
021 SDG	7097 Friars Road San Diego CA 92108	4645 Fashion Valley Mall, LLC P.O. Box 53271 Los Angeles CA 90074-3271
022 NPK	7700 W. Northwest Highway Suite 500 Dallas TX 75225	North LincPark, Ltd. 500 N. Akard Suite 3300 Dallas, TX 75201
023 GAL	5203 Alpha Road Dallas TX 75240	Galleria North Lifestyle Center, Inc. 1201 Main Street, Suite 930 Dallas, TX 75202
024 MIA	7200 North Kendall Drive Miami FL 33156	Sunshine Land Associates Limited Partnership 5700 Crooks Road Suite 400 Troy MI 48098-2809
025 CHP	5466 FM 1960 West Houston TX 77069	Jim R. Smith & Company 1400 Post Oak Boulevard Suite 850 Houston, TX 77056
026 WHP	145 Westchester Avenue White Plains NY 10601	XTP Ventures, LLC 5757 Wilshire Blvd., PH30 Los Angeles CA 90036
027 SLK	1200 Main Street Southlake TX 76092	St. Ventura West II, L.P. 1256 Main Street Suite 240 Southlake TX 76092
028 COL	4222 Easton Loop West Columbus OH 43219	Easton Town Center LLC c/o Steiner & Associates Two Easton Oval Suite 550 Columbus OH 43219
029 WAC	1100 Locust Walnut Creek CA 94596	Plaza Escuela Holding Co., LLC Box 189 Kenwood, CA 95452

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LEASE ID	STORE ADDRESS	LANDLORD CO. AND ADDRESS
030 AVA	2800 N. Clarendon Blvd., R-750 Arlington VA 22201	Market Common, a Property of TIAA 2801 Clarendon Blvd. Suite 200 East Clarendon VA 22201
031 COM	219 Corte Madera Town Center Corte Madera CA 94925	770 Tamalpais Drive, Inc. 100 Corte Madera Town Center c/o Madison Marquette Retail Services, Inc. Corte Madera CA 94925
032 PAR	370 Route 17 North, Suite 1 Paramus NJ 07652-2937	Paramus Tarragon, LLC c/o Tarragon Realty Investors, LP 1775 Broadway 23rd Floor New York NY 10019
033 SFO	26 Fourth Street San Francisco CA 94103-1319	Jamestown Pacific Place 22 Fourth Street 11th Floor San Francisco CA 94103
034 SIO	3080 Stevens Creek Blvd. Suite 1000 San Jose CA 95128-2025	FRIT San Jose Town and Country Village, LLC 1626 E. Jefferson St c/o Federal Realty Investment Trust Rockville MD 20852-4041
035 6AV	625 Sixth Avenue New York NY 10011	625 Ownership LLC Israel Taub, President 675 Sixth Avenue New York NY 10010
036 WDC	4500 Wisconsin Avenue Washington DC 20016-4618	HQ Acquisition, LLC 11100 Wayzata Blvd. Suite 601 Minnetonka MN 55305
037 PAS	One East Union Old Pasadena CA 91103-3923	Fair Oaks/Union, LLC Attn: Daniel P. Hayes 1510 Oxley Street, Suite A South Pasadena CA 91030
038 CHH	27 Boylston Street Chestnut Hill MA 02467-1719	27 Boylston Street LLC 1330 Boylston Street Suite 212 Chestnut Hill MA 02467
039 DFW	500 Freeport Parkway Coppell TX 75019	Texas Dugan Limited Partnership c/o Duke Realty 5495 Belt Line Road Suite 360 Dallas, TX 75254

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EXHIBIT "B"
(See Section 3.9 of Security Agreement)

December 6, 2004

A. Vehicles subject to certificates of title:

Description	Title Number & State Where Issued
See attached list of vehicles and trailers.	

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

Description	Registration Number
None.	

C. Patents, copyrights, trademarks protected under federal law*[1]*:

See attached list of copyrights and trademarks.

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1 For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

The Container Store, Inc. Equipment List

RENEWER	Reg. Month	Insp. Month	UNIT #	YEAR	MAKE	PLATE #	LEASE CO.	V.I.N.	TYPE	BODY	FUEL	AXLES	PUR. DATE	NEW/USED	NEW COST	OWNED	LEASED	In/Service	Out/Service
Paccar	Feb	Feb	501-1210	2002	P. Built	R3C-W26	PacLease	1XPGDU9X62D583842	TT	CV	D	3	12/11/2001	N	85,556	NO	YES	2/15/2002	
Paccar	Aug	Sep	501-1166	2002	P. Built	52P-F20	PacLease	2NPNHD6X72M575009	BT	ST	D	2		N		NO	YES	9/23/2001	
Paccar	June	May	501-1220	2002	P. Built	R3J-R06	PacLease	1XP-5DB9X-1-3D583844	TT	CV	D	3		N		NO	YES	6/4/2002	10/12/2004
Paccar	Sept	Sept	501-1422	2004	P. Built	R6LM56	PacLease	1XP-5DB9X-X-4D824641	TT	CV	D	3	8/22/2003	N		NO	YES	9/23/2003	
Paccar	Sept	Sept	501-1423	2004	P. Built	R6LM57	PacLease	1XP-5DB9X-1-4D824642	TT	CV	D	3		N		NO	YES	9/24/2003	
Paccar	Sept	Sept	501-1424	2004	P. Built	R6LM58	PacLease	1XP-5DB9X-3-4D824643	TT	CV	D	3		N		NO	YES	9/25/2003	
TCS			VAN	1999	Chev	1MGG74		1GCGG29R5X1024094				2							
TCS	Mar	Mar	006	1980	G. Dane	Z90-413	TCS/owns	109007	TL	VN		2	6/26/1990	N	7,590	YES	NO		
TCS	Mar	Sep	010	1990	Strick	492-05Y	TCS/owns	1S12E9534LE330968	TL	VN		2	4/9/1992	N	12,481	YES	NO		
TCS	Mar	Sep	011	1993	Monon	492-07Y	TCS/owns	1NNVA5323PM174792	TL	VN		2	7/15/1992	N	15,755	YES	NO		
TCS	Mar	Jan	012	1993	G. Dane	492-06Y	TCS/owns	1GRAA0625PB051301	TL	VN		2	6/27/1992	N	17,150	YES	NO		
TCS	Mar	Mar	013	1993	G. Dane	620-26Y	TCS/owns	1GRAA0625BB163001	TL	VN		2	6/23/1993	N	17,590	YES	NO		
TCS	Mar	Mar	014	1993	G. Dane	620-24Y	TCS/owns	1GRAA0628RB128701	TL	VN		2	6/23/1993	N	17,590	YES	NO		
TCS	Nov	Jul	016	1994	G. Dane	505-102	TCS/owns	1GRAA0625RB128702	TL	VN		2	3/4/1994	N	24,723	YES	NO		
TCS	Mar	Jan	017	1995	G. Dane	228-89Z	TCS/owns	1GRAA0629SB052301	TL	VN		2	10/11/1994	N	25,172	YES	NO		
TCS	Nov	Mar	018	1994	G. Dane	44R-188	TCS/owns	1GRAA0620SB052302	TL	VN		2	10/11/1994	N	25,172	YES	NO		
TCS	Mar	Mar	019	1996	G. Dane	Z73-079	TCS/owns	1GRAA0623TS025001	TL	VN		2	8/18/1995	N	24,150	YES	NO		
TCS	Mar	Jan	020	1996	G. Dane	Y85-426	TCS/owns	1GRAA0625TS025002	TL	VN		2	8/18/1995	N	24,150	YES	NO		
TCS	Nov	Mar	021	1996	G. Dane	505-122	TCS/owns	1GRAA0627TS017001	TL	VN		2	8/18/1995	N	24,150	YES	NO		
TCS	Mar	Aug	022	1996	G. Dane	758-83Y	TCS/owns	1GRAA1424TS051101	TL	VN		2	8/18/1995	N	23,921	YES	NO		
								TT = TRUCK TRAILER											
								TR= TRAILER											
								VN = VAN											
								CV = CONVENTIONAL											
								BT=BOBTAIL											
							Tandem												

Traffic Dept.

TRADEMARK
REEL: 003102 FRAME: 0845

Copyright **Search Records Results**

Registered Works Database (Author Search)
Search For: CONTAINER STORE, INC/CONTAINER STORE
Items 1 - 20 of 33
Note the following codes that occur within listings:
a=author c=claimant ac=author and claimant

Conduct Another Search

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1. Registration Number: TX-2-800-400
Title: Annual 30% off Elfa sale : the Container store closet planning guide.
Description: 1 v.
Claimant: the acContainer Store, Inc.
Created: 1989
Published: 1Jan90
Registered: 16Apr90
Special Codes: 1/B

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2. Registration Number: TX-2-802-414
Title: The Container Store closet planning guide.
Description: 1 v.
Claimant: the acContainer Store, Inc.
Created: 1990
Published: 31Jan90
Registered: 11Apr90
Title on © Application: Annual 30% off Elfa sale: the Container Store closet planning guide.
Claim Limit: NEW MATTER: front cover photo & rev. compilation.
Special Codes: 1/B

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3. Registration Number: TX-2-970-414
Title: The Container Store, organization university : guide for college-bour students.
Description: commercial print : advertisement.
Claimant: the acContainer Store, Inc.
Created: 1990
Published: 3Aug90
Registered: 11Sep90
Special Codes: 1/B

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4. Registration Number: TX-3-816-401
Title: Book box.

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REEL: 003102 FRAME: 0846

Description: 8 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1984
Published: 1Oct84
Registered: 20Oct94
Miscellaneous: C.O. corres.
Special Codes: 1/B/D

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5. Registration Number: TX-3-834-371
Title: The Container Store clothing storage and protection guidelines.
Description: 2 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 2Jan92
Registered: 29Aug94
Claim Limit: NEW MATTER: editing and additions.
Miscellaneous: C.O. corres.
Special Codes: 1/B/D

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6. Registration Number: TX-3-834-372
Title: No one offers you more ways to pack it, wrap it, move it, ship it, or : The Container Store.
Description: 11 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1994
Published: 1Mar94
Registered: 29Aug94
Title on © Application: The Container Store for shipping and moving, storing and giving, we all.
Claim Limit: NEW MATTER: editing, additional new material and photo.
Miscellaneous: C.O. corres.
Special Codes: 1/B/

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7. Registration Number: TX-3-834-373
Title: The Container Store steps to organize space.
Description: 1 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1992
Published: 1Mar94
Registered: 29Aug94
Claim Limit: NEW MATTER: editing, graphics and additional new material.
Miscellaneous: C.O. corres.

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REEL: 003102 FRAME: 0847

Special Codes: 1/B/

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8. Registration Number: TX-3-834-374
Title: The Container Store holiday gift ideas.
Description: 2 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 1Nov93
Registered: 29Aug94
Claim Limit: NEW MATTER: compilation of material.
Miscellaneous: C.O. corres.
Special Codes: 1/B/

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9. Registration Number: TX-3-834-375
Title: Christmas 1993.
Description: Folder.
Note: Advertisement.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 26Nov93
Registered: 29Aug94
Miscellaneous: C.O. corres.
Special Codes: 1/B

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10. Registration Number: TX-4-003-609
Title: The Container Store : the basic six.
Description: 2 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Apr91
Registered: 27Mar95
Special Codes: 1/B

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11. Registration Number: TX-4-003-610
Title: A parent's guide to back to school.
Description: 1 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1994
Published: 1Jul94
Registered: 27Mar95
Claim Limit: NEW MATTER: revisions.
Special Codes: 1/B

TRADEMARK
REEL: 003102 FRAME: 0848

12. Registration Number:	TX-4-003-611
Title:	Elfa Easy Hang Shelving.
Description:	Folder.
Claimant:	[Author and claimant] Container Store, Inc.
Created:	1990
Published:	1Apr90
Registered:	27Mar95
Special Codes:	1/B

13. Registration Number:	TX-4-003-612
Title:	Save 30-50% off our most popular items during our spring organizat sale.
Description:	1 v.
Claimant:	[Author and claimant] Container Store, Inc.
Created:	1993
Published:	1Apr93
Registered:	27Mar95
Special Codes:	1/B

14. Registration Number:	TX-4-003-613
Title:	The Container Store tax shelters $1.19 and up.
Description:	1 p.
Claimant:	[Author and claimant] Container Store, Inc.
Created:	1989
Published:	1Jan89
Registered:	27Mar95
Special Codes:	1/B

15. Registration Number:	TX-4-003-614
Title:	The Container Store closet planning guide.
Description:	1 v.
Claimant:	[Author and claimant] Container Store, Inc.
Created:	1993
Published:	5Jan94
Registered:	27Mar95
Previous Related Version:	Prev. reg. 1990, TX 2-802-414.
Claim Limit:	NEW MATTER: additional photos & copy, rev. drawings, new col. dra front cover.
Special Codes:	1/B

16. Registration Number:	TX-4-003-615
Title:	Skandia shelving : the Container Store.

TRADEMARK
REEL: 003102 FRAME: 0849

Description: Folder.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1992
Published: 1Sep92
Registered: 27Mar95
Special Codes: 1/B

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17. Registration Number: TX-4-003-616
Title: Let it sale, let it sale, let it sale] : the Container Store.
Description: 1 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 26Nov93
Registered: 27Mar95
Special Codes: 1/B

---

18. Registration Number: TX-4-003-617
Title: Organize your space : the Container Store.
Description: 1 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1992
Published: 1Jun93
Registered: 27Mar95
Special Codes: 1/B

---

19. Registration Number: TX-4-008-241
Title: Gifts for the graduate.
Description: Advertisement.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 1Jul94
Registered: 30Mar95
Special Codes: 1/B/D

---

20. Registration Number: TX-4-279-310
Title: Elfa easy hang shelving.
Description: Sheet.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Apr94
Registered: 3May96
Title on © Application: elfa easy hang shelving (price sheet)

TRADEMARK
REEL: 003102 FRAME: 0850

Special Codes: 1/B

More Items (Items 21 - 33 of 33).

Conduct Another Search

U.S. Copyright Office
101 Independence Ave. S.E.
Washington, D.C. 20559-6000
(202) 707-3000

Copyright **Search Records Results**

Registered Works Database (Author Search)
Search For: CONTAINER STORE, INC/CONTAINER STORE
Items 21 - 33 of 33
Note the following codes that occur within listings:
a=author c=claimant ac=author and claimant

Conduct Another Search

---

21. Registration Number: TX-4-279-311
Title: The Container Store guide for beautiful bows.
Description: Folder.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 11Nov93
Registered: 3May96
Special Codes: 1/B

---

22. Registration Number: TX-4-279-312
Title: Grids and accessories.
Description: Sheet.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Aug94
Registered: 3May96
Special Codes: 1/B

---

23. Registration Number: TX-4-279-313
Title: Camptime : a guide to the basics.
Description: Folder.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1993
Published: 1May93
Registered: 3May96
Special Codes: 1/B

---

24. Registration Number: TX-4-284-282
Title: Developing independence in your child.
Imprint: 1 p.
Note: Advertisement.
Claimant: [Author and claimant] Container Store

TRADEMARK
REEL: 003102 FRAME: 0852

Created: 1993
Published: 1Sep93
Registered: 3May96
Special Codes: 1/B

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25. Registration Number: TX-4-315-055
Title: 10% off your next purchase--the Container Store.
Description: Post card.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Jul94
Registered: 24May96
Special Codes: 1/B

---

26. Registration Number: TX-4-315-056
Title: The Container Store packing & shipping guide.
Description: Folder.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1990
Published: 1Jan90
Registered: 24May96
Special Codes: 1/B

---

27. Registration Number: TX-4-315-057
Title: The Container Store--we'll help you organize your closet for spring--
Description: Flyer.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Mar91
Registered: 24May96
Special Codes: 1/B

---

28. Registration Number: TX-4-315-058
Title: Elfa Easy Glider.
Description: Flyer.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1994
Published: 1Jan94
Registered: 24May96
Special Codes: 1/B

---

29. Registration Number: TX-4-315-059

TRADEMARK
REEL: 003102 FRAME: 0853

Title: We've sheared 40 to 50% off for our spring closet sale--the Containe Store.
Description: 11 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Mar91
Registered: 24May96
Special Codes: 1/B

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30. Registration Number: TX-4-315-060
Title: Home sweet home--the Container Store.
Description: Folder.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1991
Published: 1Jul91
Registered: 24May96
Special Codes: 1/B

---

31. Registration Number: TX-4-315-061
Title: Organized State--the Container Store guide for college-bound studer
Description: 14 p.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1990
Published: 1Jul94
Registered: 24May96
Title on © Application: The Container Store--organization university--guide for college boun students.
Previous Related Version: Prev. reg. 1990, TX 2-970-414.
Claim Limit: NEW MATTER: text & photo revisions.
Special Codes: 1/B

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32. Registration Number: TX-4-315-062
Title: Why we're your best source for Christmas gifts] The Container Store
Description: Flyer.
Claimant: [Author and claimant] Container Store, Inc.
Created: 1990
Published: 15Nov90
Registered: 24May96
Special Codes: 1/B

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33. Registration Number: TX-4-315-063
Title: Christmas giving ideas from the Container Store.
Description: Flyer.

TRADEMARK
REEL: 003102 FRAME: 0854

Claimant: [Author and claimant] Container Store, Inc.
Created: 1989
Published: 15Nov89
Registered: 24May96
Special Codes: 1/B

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(202) 707-3000

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	BIN IT BOX IT RACK IT BAG IT STACK IT TIN IT BOTTLE IT SHELF IT CAN IT	04-Dec-1990	74/120,437	07-Jul-1992	1,699,573	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	07-Jul-2011
United States of America	BLUE WATERS	13-Jun-1994	74/536,651	24-Oct-1995	1,930,313	3, 5	Class 3: Scented products, namely scented drawer liners, sachets Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	24-Oct-2004
United States of America	BRINGING BEAUTY, EASE AND ORDER TO YOUR HOME	05-Jun-2002	76/429,400			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, stoarge systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Allowed	2 Months Until Response Due	18-Jul-2004
United States of America	BRINGING BEAUTY, EASE AND ORDER TO YOUR HOME	05-Jun-2002	76/429,199			20	Venilated wire shelving and drawer systems comprised of wood and metal gliding frames and drawers	Allowed	Stmt. of Use - 2nd reminder	29-Jul-2004

TRADEMARK
REEL: 003102 FRAME: 0856

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	CONTAIN IT	14-May-1985	73/537,838	26-Nov-198	1,373,123	42	Retail store services in the field of household accessories designed to increase storage space throughout the home or office.	Registered	1st Renewal Reminder - 1yr	26-Nov-2004
United States of America	CONTAIN IT AND DESIGN	14-May-1985	73/537,839	26-Nov-198	1,373,124	42	Retail store services in the field of household accessories designed to increase space throughout the home or office	Registered	1st Renewal Reminder - 1yr	26-Nov-2004
United States of America	CONTAIN YOURSELF!	14-Jul-1981	73/318,980	15-Nov-198	1,257,975	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	15-Nov-2012
United States of America	EVENING GARDEN	13-Jun-1994	74/536,655	24-Oct-1995	1,930,314	3, 5	Class 3: Scented products, namely scented drawer liners, sachets Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	24-Oct-2004

TRADEMARK
REEL: 003102 FRAME: 0857

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	GIFT WRAP WONDERLAND	04-Mar-2002	76/377,716	11-Mar-2003	2.695,250	35	Retail store services featuring decorations, materials and supplies for use in gift wrapping and packaging, gift items, namely, toys for children, games, picture frames, umbrellas, desk organizers, flash lights, alarm clocks, piggy banks, bath accessories, office accessories, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers; On-line retail store services featuring decorations materials and supplies for use in gift wrapping and packaging, gift items, namely, toys for children, games, picture frames, umbrellas, desk organizers, flash lights, alarm clocks, piggy banks, bath accessories, office accessoreis, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers; mail order catalog services featuring deocrations, materials and supplies	Registered	Aff of Use - 5 Year	11-Mar-2008

for use in gift wrapping

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
							and packaging, gift items, namely, toys for children, games, picture frames, umbrellas, desk organizers, flash lights, alarm clocks, piggy banks, bath accessories, office accessories, travel accessories, kitchen accessories, bar accessories, computer accessories, storage items, namely, boxes, bags, organizers, storage systems and space organizers			
United States of America	HERBAL CUCUMBER	01-Apr-1996	75/082,201	08-Jul-1997	2,077,172	5,16	Class 5: Air fresheners Class 16: Scented drawer liners	Registered	1st Renewal Reminder - 1yr	08-Jul-2006
United States of America	MEADOW FLOWERS	13-Jun-1994	74/536,654	07-Jan-1997	2,029,125	3,5	Class 3: Scented products, namely scented drawer liners Class 5: Air fresheners	Registered	1st Renewal Reminder - 1yr	07-Jan-2006

TRADEMARK
REEL: 003102 FRAME: 0860

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	ORGANIZE BEFORE YOU ITEMIZE	22-Mar-2002	76/386,047	07-Jan-2003	2,672,077	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; and mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	07-Jan-2008
United States of America	ORGANIZED STATE	19-Jul-1994	74/551,094	19-Sep-1995	1,920,441	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	19-Sep-2004
United States of America	THE CONTAINER STORE	02-Apr-1979	73/209,963	04-Aug-1981	1,164,143	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Next Renewal Reminder - 1yr	04-Aug-2010
United States of America	THE CONTAINER STORE	20-Aug-1991	74/196,476	08-Sep-1992	1,713,572	16	Catalogs primarily for household accessories, storage items, storage systems, space organizers, and related goods.	Registered	Next Renewal Reminder - 1yr	08-Sep-2011

TRADEMARK
REEL: 003102 FRAME: 0861

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	THE CONTAINER STORE	28-Apr-1998	75/476,151	17-Jul-2001	2,470,015	35	On-line retail store services featuring household accessories, storage items, storage systems and space organizers	Registered	Power of Atty been Accepted?	08-Nov-2004
United States of America	THE CONTAINER STORE (STACKED DESIGN)	30-Nov-1994	74/604,750	12-Dec-1995	1,940,914	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	12-Dec-2004
United States of America	THE CONTAINER STORE AND DESIGN (CORPORATE "WEENIE")	11-Apr-1994	74/511,018	15-Aug-1995	1,911,969	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	1st Renewal Reminder - 1yr	15-Aug-2004
United States of America	THE NEATEST SITE ON THE WEB	23-Apr-2001	76/245,081	11-Dec-2001	2,517,359	35	On-line retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Power of Atty been Accepted?	08-Nov-2004
United States of America	THE ORIGINAL STORAGE AND ORGANIZATION STORE	25-Jun-1999	75/736,821	11-Sep-2001	2,486,687	35	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Aff of Use - 5 Year Sect 8/15 Affidavit - 1st rem.	11-Sep-2006 11-Sep-2006

The Container Store
Federal Tradmarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States of America	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	13-Jan-2003	76/481,739	09-Dec-2003	2,790,892	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	09-Dec-2008
United States of America	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	13-Jan-2003	76/481,738	09-Dec-2003	2,790,891	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers	Registered	Aff of Use - 5 Year	09-Dec-2008

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Canada	CONTAIN YOURSELF!	11-Aug-1994	761320	30-Jun-1995	444,826		Mail-order retailing of household accessories, storage items, storage systems and space organizers Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal reminder-1 year	30-Jun-2009
Canada	THE CONTAINER STORE	20-May-1994	755,142	15-Dec-1998	TMA505514		Retail store services in the area of household accessories, storage items, storage systems, space organizers; mail-order and on-line retail store services featuring household accessories, storage itmes, storage systems and space organizers; catalogues	Registered	Renewal reminder-1 year	15-Dec-2012

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Canada	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	08-Jul-2003	1,183,899				Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Pending	status check	11-Dec-2004
Canada	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	08-Jul-2003	1,183,900				Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems, and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Pending	status check	11-Dec-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
European Community	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	08-Jul-2003	3,259,116			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Published	Status re Registration	22-Sep-2004
European Community	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	08-Jul-2003	3,259,819			35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Published	Status re Registration	22-Sep-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Japan	THE CONTAINER STORE						Stationery, wrapping papers, boxes, ribbons, bows and other wrapping materials, furniture, containers of glass, plastic and metal, laundry baskets, garbage cans, buckets, mops, brooms, bottles, jars, plastic containers, coat hangers, storage containers, storage bags, organizers, file folders, luggage and bags.	Unfiled	Follow up w/client Re Filing	15-Jul-2004
Mexico	CONTAIN YOURSELF!	31-May-1995	188874	21-Jul-1995	498075	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal reminder-6 mos	30-Nov-2004
Mexico	THE CONTAINER STORE	15-Aug-1996	271165			42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers.	Pending	Status re Publication	30-Sep-2004

The Container Store
Foreign Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
Mexico	WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	03-Jul-2003	608300	27-Oct-2003	811199	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems and space organizers; mail order catalog services in the area of household and office accessores, storage itmes, storage systems and space organizers.	Registered	Mark should be used w/in 1 Yr	27-Oct-2005
Mexico	WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	03-Jul-2003	608301	27-Oct-2003	811200	35	Retail store services in the area of household and office accessories, storage items, storage systems and space organizers; on-line retail store services in the area of household and office accessories, storage items, storage systems, and space organizers; mail order catalog services in the area of household and office accessories, storage items, storage systems and space organizers.	Registered	Mark should be used w/in 1 Yr	27-Oct-2005

The Container Store
Texas Trademarks

Country	*Trademark*	*Filing Date*	*Serial Number*	*Reg.*	*Reg. Number*	*Class*	*Goods/Services*	*Status*	*Next Action*	*Due Date*
United States - Texas	CONTAIN YOURSELF! THE CONTAINER STORE	14-Jul-1981		14-Jul-1981	38910	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal Reminder	14-Jul-2010
United States - Texas	THE CONTAINER STORE	23-Oct-1978		23-Oct-1978	35295	42	Retail store services in the area of household accessories, storage items, storage systems, and space organizers	Registered	Renewal Reminder	23-Oct-2007

EXHIBIT "C"
(See Section 3.9 of Security Agreement)

December 6, 2004

A. Legal description, county and street address of property on which Fixtures are located:

See list of Locations and Landlords attached to Exhibit "A".

B. Name and Address of Record Owner:

The Container Store, Inc.
500 Freeport Parkway
Coppell, Texas 75019

EXHIBIT "D"
(See Sections 3.10 and 4.1.6 of Security Agreement)

December 6, 2004

EXISTING LIENS ON THE COLLATERAL

Secured Party	Collateral	Principal Balance	Maturity
None, other than Liens permitted by the Credit Agreement.			

EXHIBIT "E"

List of Pledged Securities
(See Section 3.13 of Security Agreement)

December 6, 2004

A. STOCKS:

Issuer	Certificate Number	Number of Shares
None		

B. BONDS:

Issuer	Number	Face Amount	Coupon Rate	Maturity
None				

C. GOVERNMENT SECURITIES:

Issuer	Number	Type	Face Amount	Coupon Rate	Maturity
None					

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

Issuer	Description of Collateral	Percentage Ownership Interest
TCS Gift Card Services, LLC	Membership Interests	100%

EXHIBIT "F"
(See Section 3.1 of Security Agreement)

December 6, 2004

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

For all Assets Except Fixtures:

Texas

For Fixtures:

Financing Statements may have been filed in the following States:

California
Colorado
Florida
Georgia
Illinois
Maryland
New Jersey
New York
Ohio
Texas
Virginia
Washington, D.C.

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