TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garden Ridge Finance Corporation		05/12/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	a national banking association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1634497	GARDEN RIDGE
Registration Number:	1934665	GARDEN RIDGE
Registration Number:	2215576	THE HOME DECOR MARKETPLACE
Registration Number:	2557813	THE HOME DECOR MARKETPLACE
Registration Number:	1641031	GARDEN RIDGE

CH $140.00 1634497

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jmuennink@jenkens.com
Correspondent Name: Cathryn A. Berryman/Jenkens & Gilchrist
Address Line 1: 1445 Ross Ave., Suite 3700
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	67492-A01
NAME OF SUBMITTER:	Attorney for Applicant

Signature:	/Cathryn A. Berryman/
Date:	12/12/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT
(Garden Ridge Finance Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between GARDEN RIDGE FINANCE CORPORATION, a Delaware corporation (the "Debtor"), and BANK OF AMERICA, N.A., a national banking association (the "Secured Party"), acting in its capacity as the Administrative Agent pursuant to that certain Loan and Security Agreement, dated as of May 12, 2005 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement") among the Debtor and the other Obligated Parties party thereto, the lending institutions party thereto, and the Secured Party, as administrative agent for such lending institutions (capitalized terms defined by the Loan and Security Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Loan and Security Agreement).

RECITALS:

A. Pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks (as defined below), and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) reissues, extensions, and renewals thereof, (iii) income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) right to sue for past, present, and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world, and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each

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trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto) or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan and Security Agreement.

The Debtor hereby (a) acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and (b) acknowledges and consents to the Lien granted pursuant to the Loan and Security Agreement to the Secured Party by Garden Ridge, L.P. in the certain Trademark and Servicemark License Agreement dated as of January 29, 1996 between the Debtor and Garden Ridge, L.P.

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of May, 2005.

DEBTOR:

GARDEN RIDGE FINANCE CORPORATION

By: _____
Name: V. MARTIN
Title: PRES

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

CONSENT

The undersigned, consents to the foregoing Trademark Security Agreement.

GARDEN RIDGE, L.P.

By: Garden Ridge Management, Inc.
General Partner

By: _____
Name: V. MARTIN
Title: VP SECR

TRADEMARK
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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Harris)

This instrument was acknowledged before me this 12th day of May, 2005, by Don Martin, as CRO, of Garden Ridge Finance Corporation, a Delaware corporation, on behalf of such corporation.

Leslie Lennon
Notary Public in and for the State of TX.

{Seal}

My commission expires: Sept. 28, 2008

LESLIE LENNON
Notary Public, State of Texas
My Commission Expires
September 28, 2008

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of May, 2005, by _____, as _____, of Bank of America, N.A., a national banking association, on behalf of such banking association.

_____
Notary Public in and for the State of _____

{Seal}

My commission expires:_____

STATE OF TEXAS)
)
COUNTY OF Harris)

This instrument was acknowledged before me this 12th day of May, 2005, by Don Martin, as CRO, of Garden Ridge Management, Inc., General Partner of Garden Ridge, L.P., a Texas limited partnership, on behalf of said limited partnership.

Leslie Lennon
Notary Public in and for the State of Texas

{Seal}

My commission expires: Sept. 28, 2008

LESLIE LENNON
Notary Public, State of Texas
My Commission Expires
September 28, 2008

TRADEMARK
REEL: 003208 FRAME: 0521

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of May, 2005.

DEBTOR:

GARDEN RIDGE FINANCE CORPORATION

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.

By: Sally A Sheehan
Name: _____
Title: M.D.

CONSENT

The undersigned, consents to the foregoing Trademark Security Agreement.

GARDEN RIDGE, L.P.

By: Garden Ridge Management, Inc.
General Partner

By: _____
Name: _____
Title: _____

TRADEMARK
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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of May, 2005, by _____, as _____, of Garden Ridge Finance Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

STATE OF MA)
)
COUNTY OF Middlesex)

This instrument was acknowledged before me this 12 day of May, 2005, by Sally A. Sheehan, as Managing Director, of Bank of America, N.A., a national banking association, on behalf of such banking association.

{Seal}

Helen Longerman
Notary Public in and for the State of MA

My commission expires: 4/7/11

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of May, 2005, by _____, as _____, of Garden Ridge Management, Inc., General Partner of Garden Ridge, L.P., a Texas limited partnership, on behalf of said limited partnership.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

TRADEMARK
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Schedule 1
to
Trademark Security Agreement

Registered Owner: Garden Ridge Finance Corporation

Licensed to Garden Ridge, L.P. pursuant to Trademark and Servicemark License Agreement dated January 29, 1996 between Garden Ridge Finance Corporation and Garden Ridge, L.P.

MARK	**REGISTRATION NUMBER**	**GOOD OR SERVICES**
Garden Ridge	1,634,497	Retail and wholesale store services offering home decorating and entertainment merchandise, namely, straw baskets, wicker, bamboo items, silk and dried floral items, bulk ribbons, home accent pieces, housewares, pottery, candles, linens, lightweight furniture, arts and crafts items, and general variety, arts and crafts, and home decorating items, in International Class 42
Garden Ridge	1,641,031	Brass screws and hooks, in International Class 6; baskets made from wicker and straw, in International Class 20; pottery containers, kitchen utensils, decorative plates, serving plates, kitchen containers and kitchen canisters, in International Class 21; table coverings and linens, in International Class 24; and artificial flowers, in International Class 26

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MARK	REGISTRATION NUMBER	GOOD OR SERVICES
Garden Ridge	1,934,665	Retail and wholesale sale services offering home decorating and entertainment merchandise, namely, straw and wicker baskets; bamboo items; silk, dried and artificial flowers; living plants, bushes and trees; cut and artificial Christmas trees; cut and artificial Christmas wreaths; Christmas tree stands, skirts, ornaments and electric lights; bulk ribbons; houseware; pottery; beverage glassware; dinnerware; ceramic plates; plastic plates; kitchen knives, forks and spoons; cookware; bakeware, kitchen containers; kitchen canisters; glass jars for jams and jellies; decorative refrigerator magnets; tablecloths; tablemats; table linen; candles; candlesticks not of precious metal; bed sheets, pads and linens; bedspreads; comforters; pillows; pillow cases; bath towels; bath linens; bath rugs; bath and shower curtains; furniture; home accent pieces; rugs; lamps; vases; pots; picture frames; art prints; art pictures; graphic and printed art reproductions; posters; decorative plates; brass screws and hooks; arts and crafts paint kits, stitchery kits, and glues; paper party bags, hats and decorations; party favors in the nature of small toys; greeting and occasion cards; gift wrapping paper; stationery, smocks; candy; and general variety, arts and crafts, and home decorating items, in International Class 42
The Home Decor Marketplace	2,215,576	Retail shop services featuring home furnishings and craft items, in International Class 35
The Home Decor Marketplace	2,557,813	Retail shop services featuring home furnishings and craft items, in International Class 35

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RECORDED: 12/12/2005
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