

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
BBA Holdings, LLC		06/04/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GB Merchant Partners, LLC, as Administrative Agent
Street Address:	101 Huntington Ave.
Internal Address:	10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1272741	BOMBAY
Registration Number:	2221668	BOMBAY
Registration Number:	2286557	BOMBAY
Registration Number:	2828994	BOMBAY
Registration Number:	2743792	BOMBAY KIDS
Registration Number:	2731873	BOMBAY KIDS
Registration Number:	2765062	BOMBAY KIDS
Registration Number:	2698117	BOMBAY TO GO
Registration Number:	1438994	FIRE FASHION
Registration Number:	1905292	
Registration Number:	3229199	STANTON
Registration Number:	1999211	THE BOMBAY COMPANY
Registration Number:	1369593	THE BOMBAY COMPANY

CH \$415.00 1272741

Registration Number:	1862528	THE MEMORY BOX
Serial Number:	78764872	VALMONT
Registration Number:	2861138	WHAT PART OF YOU LIVES IN BOMBAY

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31528/002
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	06/13/2007

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of June 4, 2007 (this "Agreement"), made by and among **THE BOMBAY COMPANY, INC.**, a Delaware corporation, **BBA HOLDINGS, LLC**, a Delaware limited liability company, and **BOMBAY INTERNATIONAL, INC.**, a Delaware corporation (individually, a "Grantor" and collectively, the "Grantors"), in favor of **GB MERCHANT PARTNERS, LLC**, a Delaware limited liability company, as administrative Agent and collateral Agent (in such capacity, together with its successors and permitted assigns, "**Administrative Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, dated as of May 25, 2007 by and among the Borrowers, the Lenders, and the Administrative Agent, (as amended, supplemented or otherwise modified from time to time the "**Loan Agreement**"), the Lenders have agreed to make the Term Loan to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted a security interest to Administrative Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Grantors under the Loan Agreement; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under such Grantor's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and Lenders to enter into the Loan Agreement, the Grantors hereby agree with Administrative Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to any Grantor, all of such Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (vi) all other intellectual property; and (vii) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Grantor, all of such Grantor’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean, with respect to any Grantor, all of such Grantor’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Grantor’s 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 have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the such Grantor’s business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that, it has granted, assigned and conveyed (and, to the extent not previously granted under the Loan Agreement, does hereby grant, assign and convey) to Administrative Agent for the benefit of itself and the Lenders a security interest in such Grantor's entire right, title and interest in its respective Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, each Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Grantors.** The Grantors shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property identified on Schedule I:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by the Grantors as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable, and (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim.

(d) Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Grantor is the sole and exclusive owner of the

entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each of the Grantors, Permitted Liens and Liens in favor of Administrative Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

(f) Each Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) The Grantors shall give Administrative Agent written notice (with reasonable detail) following the occurrence of any of the following:

(i) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Grantors' entering into any new Licenses.

(iv) The Grantors' shall give Administrative Agent written notice (with reasonable detail) following the occurrence of the Grantors' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

(h) If any Grantor amends its name, such Grantor shall provide copies of such amendment documentation to Administrative Agent and shall re-register such Grantor's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Administrative Agent shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. No Violation of Loan Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of Administrative Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Administrative Agent may request to evidence Administrative Agent's security interest in any Intellectual Property and the goodwill of the Grantors relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantors hereby constitute Administrative Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantors' Rights To Enforce Intellectual Property.** Prior to Administrative Agent's giving of notice to the Grantors (i) following the occurrence and during the continuance of an Event of Default below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 2.7(b) of the Loan Agreement.

(c) Following the occurrence of any Event of Default, Administrative Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 7.

8. **Administrative Agent's Actions To Protect Intellectual Property.** In the event of the occurrence and continuance of any other Event of Default, Administrative Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in Administrative Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence of any Event of Default, Administrative Agent may exercise all rights and remedies as provided for in the Loan Agreement.

10. **Administrative Agent as Attorney In Fact.**

(a) The Grantors hereby irrevocably constitute and designate Administrative Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Grantors.

(ii) To exercise any of the rights and powers referenced herein.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Administrative Agent.

(c) Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by this Section 10, but if Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of

such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

11. Administrative Agent's Rights. Upon an Event of Default, any use by Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Administrative Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation; Loan Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted to Administrative Agent with respect to the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Grantors, Administrative Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. Termination; Release of Trademark Collateral. This Agreement and all obligations of the Grantors and Administrative Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, Administrative Agent shall, at the expense of the Grantors, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, the Lenders and their respective successors and assigns.

15. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

THE BOMBAY COMPANY, INC.

By: Elaine D. Crowley
Name: Elaine D. Crowley
Title: Sr. VP, CFO & Treasurer


BBA HOLDINGS, LLC

By: Elaine D. Crowley
Name: Elaine D. Crowley
Title: President & Treasurer

BOMBAY INTERNATIONAL, INC.

By: Elaine D. Crowley
Name: Elaine D. Crowley
Title: Vice President


GB MERCHANT PARTNERS, LLC,
as Administrative Agent for the Lenders

By: 
Name: D. Michael Murray
Title: Managing Director

Intellectual Property Security Agreement
Schedule I

BBA HOLDINGS, LLC

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
BOMBAY	USA	Registered	Reg. No. 1,272,741	Reg. Date: April 3, 1984
BOMBAY	USA	Registered	Reg. No. 2,221,668	Reg. Date: February 2, 1999
BOMBAY & DESIGN	USA	Registered	Reg. No. 2,286,557	Reg. Date: October 12, 1999
BOMBAY & DESIGN	USA	Registered	Reg. No. 2,828,994	Reg. Date: April 6, 2004
BOMBAY KIDS	USA	Registered	Reg. No. 2,743,792	Reg. Date: July 29, 2003
BOMBAY KIDS	USA	Registered	Reg. No. 2,731,873	Reg. Date: July 1, 2003
BOMBAY KIDS (Stylized) 	USA	Registered	Reg. No. 2,765,062	Reg. Date: September 16, 2003
BOMBAY TO GO	USA	Registered	Reg. No. 2,698,117	Reg. Date: March 18, 2003
FIRE FASHION	USA	Registered	Reg. No. 1,438,994	Reg. Date: May 12, 1987
MISCELLANEOUS DESIGN	USA	Registered	Reg. No. 1,905,292	Reg. Date: July 18, 1995
STANTON	USA	Registered	Reg. No. 3,229,199	Reg. Date: April 17, 2007
THE BOMBAY COMPANY	USA	Registered	Reg. No. 1,999,211	Reg. Date: September 10, 1996
THE BOMBAY COMPANY	USA	Registered	Reg. No. 1,369,593	Reg. Date: November 5, 1985
THE MEMORY BOX	USA	Registered	Reg. No. 1,862,528	Reg. Date: November 15, 1994
VALMONT	USA	Pending	App. No. 78/764,872	Reg. Date: May 8, 2007
WHAT PART OF YOU LIVES IN BOMBAY	USA	Registered	Reg. No. 2,861,138	Reg. Date: July 6, 2004
BOMBAY	CANADA	Registered	TMA 470982	Reg. Date: May 4, 1995
BOMBAY & PALM TREE DESIGN	CANADA	Registered	TMA 520885	Reg. Date: December 23, 1999
BOMBAY KIDS	CANADA	Registered	TMA 597623	Reg. Date: December 16, 2003
BOMBAY KIDS & DESIGN	CANADA	Registered	TMA 597698	Reg. Date: December 16, 2003

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BOMBAY MANNEQUIN	CANADA	Registered	TMA 469764	Reg. Date: September 8, 1995
BOMBAY BATH	CANADA	Registered	TMA 1,256,041	Reg. Date: April 29, 2005
BOMBAY BATH & DESIGN	CANADA	Registered	TMA 1, 255,758	Reg. Date: April 27, 2005
COLLECTION COQUILLE REIGNE ANNE	CANADA	Registered	TMA 474659	Reg. Date: November 8, 1995
QUEEN ANNE SHELL COLLECTION	CANADA	Registered	TMA 474302	Reg. Date: November 8, 1995
KEDDLESTON HALL	CANADA	Registered	TMA 501868	Reg. Date: October 6, 1998
LA CAMPAGNIE BOMBAY & DESIGN	CANADA	Registered	TMA 425951	Reg. Date: November 9, 1992
LA CAMPAGNIE BOMBAY & DESIGN	CANADA	Registered	TMA 426813	Reg. Date: May 6, 1994
LA CAMPAGNIE BOMBAY & DESIGN (SHIELD)	CANADA	Registered	TMA 456250	Reg. Date: May 31, 1994
LE COFFRET A SOUVENIRS	CANADA	Registered	TMA 456670	Reg. Date: January 30, 1995
LA COLLECTION METROPOLE	CANADA	Registered	TMA 474537	Reg. Date: November 8, 1995
LA COLLECTION VIGNOBLE	CANADA	Registered	TMA 482002	Reg. Date: February 29, 1996
LA COMPAGNIE BOMBAY	CANADA	Registered	TMA 442385	Reg. Date: April 28, 1995
LA SERIE ENTERPRISE	CANADA	Registered	TMA 457095	Reg. Date: January 27, 1995
LA SERIE TRELIS DORE	CANADA	Registered	TMA 456668	Reg. Date: January 27, 1995
LE MANNEQUIN BOMBAY	CANADA	Registered	TMA 470073	Reg. Date: November 8, 1995
LOGGIA	CANADA	Registered	TMA 530952	Reg. Date: August 9, 2000
ORANGERIE	CANADA	Registered	TMA 501871	Reg. Date: November 8, 1995
PALM TREE DESIGN	CANADA	Registered	TMA 442429	Reg. Date: May 5, 1995
PEMBROKE	CANADA	Registered	TMA 502663	Reg. Date: October 22, 1998
SAVOYE	CANADA	Registered	TMA 489699	Reg. Date: November 2, 1998

Intellectual Property Security Agreement
Schedule I

STATE ROOM	CANADA	Registered	TMA 542278	Reg. Date: March 13, 2001
THE BOMBAY COMPANY	CANADA	Registered	TMA 402190	Reg. Date: September 4, 1992
THE BOMBAY COMPANY & DESIGN	CANADA	Registered	TMA 264811	Reg. Date: November 14, 1996
THE BOMBAY COMPANY & DESIGN	CANADA	Registered	TMA 456976	Reg. Date: May 3, 1996
THE ENTERPRISE	CANADA	Registered	TMA 470398	Reg. Date: December 12, 1996
THE GILDED TRELLIS SERIES	CANADA	Registered	TMA 475528	Reg. Date: May 15, 1997
THE MEMORY BOX	CANADA	Registered	TMA 445455	Reg. Date: July 21, 1995
THE VINEYARD COLLECTION	CANADA	Registered	TMA 477220	Reg. Date: January 2, 1996
VALMONT	CANADA	Registered	TMA 1,298,857	Reg. Date: April 24, 2006
WHAT PART OF YOU LIVES IN BOMBAY	CANADA	Registered	TMA 623365	Reg. Date: October 25, 2004
THE BOMBAY COMPANY	ARGENTINA	Registered	Reg. No. 1727021	Reg. Date: March 24, 1999
THE BOMBAY COMPANY	ARGENTINA	Registered	Reg. No. 1913748	Reg. Date February 14, 2003
BOMBAY & DESIGN	BAHRAIN	Registered	Reg. No. 32125	Reg. Date: March 28, 2004
BOMBAY & DESIGN	BAHRAIN	Registered	Reg. No. SM 5222	Reg. Date: March 28, 2004
THE BOMBAY COMPANY	BRAZIL	Registered	Reg. No. 820389560	Reg. Date: August 9, 2005
THE BOMBAY COMPANY	BRAZIL	Pending	Reg. No. 820389579	Reg. Date: November 17, 1997
THE BOMBAY COMPANY	CHILE	Registered	Reg. No. 671563	Reg. Date: August 21, 2003
THE BOMBAY COMPANY	COSTA RICA	Registered	Reg. No. 112504	Reg. Date: March 18, 1999
THE BOMBAY COMPANY	COSTA RICA	Registered	Reg. No. 107168	Reg. Date: April 23, 1998
BOMBAY & DESIGN	CYPRUS	Pending	Reg. No. 71248	Reg. Date: March 31, 2005
BOMBAY & DESIGN	CYPRUS	Pending	Reg. No. 71247	Reg. Date: March 31, 2005

Intellectual Property Security Agreement
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BOMBAY	DOMINICAN REPUBLIC	Registered	Reg. No. 99780	Reg. Date: October 15, 1998
BOMBAY	DOMINICAN REPUBLIC	Registered	Reg. No. 100127	Reg. Date: October 15, 1998
BOMBAY & DESIGN	EGYPT	Pending	Reg. No. 173672	Reg. Date: March 26, 2005
BOMBAY & DESIGN	EGYPT	Pending	Reg. No. 193673	Reg. Date: March 26, 2005
BOMBAY	FRANCE	Registered	Reg. No. 96606523	Reg. Date: January 19, 1996
THE BOMBAY COMPANY	FRANCE	Registered	Reg. No. 96605884	Reg. Date: January 16, 1996
BOMBAY & DESIGN	HUNGARY	Pending	Reg. No. M0503910	Reg. Date: December 8, 2005
BOMBAY	ISRAEL	Registered	Reg. No. 124571	Reg. Date: May 9, 2001
BOMBAY	ISRAEL	Registered	Reg. No. 124572	Reg. Date: May 9, 2001
THE BOMBAY COMPANY	ITALY	Registered	Reg. No. 820694	Reg. Date: July 17, 2000
BOMBAY & DESIGN	JORDAN	Registered	Reg. No. 81278	Reg. Date: June 4, 2006
BOMBAY & DESIGN	JORDAN	Registered	Reg. No. 81279	Reg. Date: July 10, 2006
BOMBAY & DESIGN	KUWAIT	Registered	Reg. No. 44801	Reg. Date: December 23, 2003
BOMBAY & DESIGN	KUWAIT	Registered	Reg. No. 51283	Reg. Date: September 5, 2004
BOMBAY & DESIGN	LEBANON	Registered	Reg. No. 87275	Reg. Date: May 12, 2001
BOMBAY & DESIGN	MEXICO	Registered	Reg. No. 718197	Reg. Date: September 28, 2001
BOMBAY & DESIGN	MOROCCO	Registered	Reg. No. 96699	Reg. Date: April 1, 2005
BOMBAY & DESIGN	OMAN	Registered	Reg. No. 28582	Reg. Date: March 21, 2005
BOMBAY & DESIGN	OMAN	Registered	Reg. No. 28583	Reg. Date: March 21, 2005
BOMBAY & DESIGN	QATAR	Registered	Reg. No. 28019	Reg. Date: September 27, 2006
BOMBAY & DESIGN	QATAR	Registered	Reg. No. 28020	Reg. Date: September 27, 2006
BOMBAY & DESIGN	SAUDI ARABIA	Pending	Reg. No. 71306	Reg. Date: May 27, 2001
BOMBAY & DESIGN	SAUDI ARABIA	Pending	Reg. No. 71307	Reg. Date: May 27, 2001
BOMBAY	TAIWAN	Registered	Reg. No. 448430	Reg. Date: July 16, 1989
BOMBAY & TREE DESIGN	TAIWAN	Registered	Reg. No. 448447	Reg. Date: July 16, 1989
BOMBAY & DESIGN	TRINIDAD & TOBAGO	Registered	Reg. No. 33096	Reg. Date: January 2, 2004
BOMBAY & DESIGN	TURKEY	Registered	Reg. No. 2001025953	Reg. Date: December 21, 2001

Intellectual Property Security Agreement
Schedule I

BOMBAY & DESIGN	UNITED ARAB EMIRATES	Registered	Reg. No. 45410	Reg. Date: January 3, 2004
BOMBAY & DESIGN	UNITED ARAB EMIRATES	Registered	Reg. No. 43586	Reg. Date: November 17, 2003
BOMBAY & DESIGN	UNITED KINGDOM	Registered	Reg. No. 2281463	Reg. Date: September 25, 2001
BOMBAY COMPANY & DESIGN	UNITED KINGDOM	Registered	Reg. No. 1584063	Reg. Date: September 6, 1994
THE BOMBAY COMPANY & DESIGN	URUGUAY	Registered	Reg. No. 300155	Reg. Date: July 21, 1998
BOMBAY & DESIGN	VENEZUELA	Registered	Reg. No. 474/2002	Reg. Date: November 4, 2003
THE BOMBAY COMPANY	VENEZUELA	Registered	Reg. No. P250401	Reg. Date: February 13, 2004

BBA HOLDINGS, LLC

TRADEMARK LICENSES

License Agreement	BBA Holdings, Inc. to The Bombay Company, Inc.	July 18, 1991
Amendments to License Agreement	BBA Holdings, Inc. to The Bombay Company, Inc	June 12, 1992 December 9, 1992 April 25, 2006
License Agreement	BBA Holdings, Inc. to The Bombay Furniture Company of Canada, Inc.	July 18, 1991
Amendment to License Agreement	BBA Holdings, Inc. to The Bombay Furniture Company of Canada, Inc.	July 18, 1992
License Agreement	BBA Holdings, Inc. to Bombay International, Inc.	January 1, 1999
Industrial Design License Agreement	BBA Holdings, Inc. to The Bombay Furniture Company of Canada, Inc.	October 11, 1996

Intellectual Property Security Agreement
Schedule I

BBA HOLDINGS, LLC

LIST OF COPYRIGHTS AND APPLICATIONS

Country	Status	Application No./ Registration No.	Description of Patent	Date of Filing
USA	Granted	VA1-297-885	Butler figurine	January 24, 2005
USA	Granted	VA1-333-593	Varsity Quilt	February 6, 2006

BBA HOLDINGS, LLC

PATENT APPLICATIONS AND REGISTRATIONS

Country	Status	Application No./ Registration No.	Description of Patent	Date of Filing
USA	Granted	Patent No. D341505	Ornamental design for a coffee table	Issue date: November 23, 1993
USA	Granted	Patent No. D339921	Mirror	Issue date: October 5, 1993
USA	Granted	Patent No. D338118	Console table	Issue date: August 10, 1993
USA	Granted	Patent No. D341506	End table	Issue date: November 23, 1993
USA	Granted	Patent No. D363841	Shelf assembly	Issue date: November 7, 1995
USA	Granted	Patent No. D379725	End table	Issue date: June 10, 1997
USA	Granted	Patent No. D387228	Console	Issue date: December 9, 1997
USA	Granted	Patent No. D394767	Cocktail table	Issue date: June 2, 1998
USA	Granted	Patent No. D376935	Occasional table	Issue date: December 31, 1996
USA	Granted	Patent No. D381873	Table	Issue date: August 5, 1997

Intellectual Property Security Agreement
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THE BOMBAY COMPANY, INC.

TRADEMARK APPLICATIONS AND REGISTRATIONS

BOMBAY & DESIGN	BULGARIA	Pending	Reg. No. 83085	Reg. Date: December 2, 2005
THE BOMBAY COMPANY	JAPAN	Registered	Reg. No. 3080529	Reg. Date: October 31, 1995

THE BOMBAY COMPANY, INC.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Assignment Agreement	The Bombay Company, Inc. to BBA Holdings, Inc.	July 18, 1991
Amendment to Assignment Agreement	The Bombay Company, Inc. to BBA Holdings, Inc.	June 12, 1992

THE BOMBAY COMPANY, INC.

LIST OF COPYRIGHTS AND APPLICATIONS

<u>Country</u>	<u>Status</u>	<u>Application No./ Registration No.</u>	<u>Description of Patent</u>	<u>Date of Filing</u>
USA	Granted	VA-771-562	Buffet (lamp base)	
USA	Granted	VAu-456-295	Female maid figurine with tray	April 28, 1999
USA	Granted	VAu-456-296	Male butler figurine with tray	April 28, 1999
USA	Granted	TX-4-144-815	Welcome to the team: the Bombay Company Sales Associate Orientation Program	May 19, 1995

Intellectual Property Security Agreement
Schedule I

THE BOMBAY COMPANY, INC.

COPYRIGHT LICENSES

Name of Agreement	Parties	Date of Agreement
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THE BOMBAY COMPANY, INC.

PATENT LICENSE

Name of Agreement	Parties	Date of Agreement
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BOMBAY INTERNATIONAL, INC.

TRADEMARK LICENSES

Master Development & License Agreement	Bombay International, Inc. to Inter Retail Holding Group AG	May 7, 2004
Distribution Agreement and Trademark Sublicense Agreement	Bombay International, Inc. to Bombidom, S.A. (Dominic Republic)	January 1, 1999
Development to License Agreement	Bombay International, Inc. to All That Jazz Limited (Trinidad & Tobago)	June 11, 2002