

05/02/2012

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



103644009

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):**

The Container Store, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) April 6, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A. as Collateral Agent

Internal

Address: Mail Code IL1-1190

Street Address: 10 South Dearborn Street, 22nd Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship
  - General Partnership Citizenship
  - Limited Partnership Citizenship
  - Corporation Citizenship
  - Other national banking Citizenship USA
- 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)

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

A. Trademark Application No.(s)

85/203344; 85/442452; et al. (see attached)

B. Trademark Registration No.(s)

1264143; 1257975; et al. (see attached)

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: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

**6. Total number of applications and registrations involved:**

30

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

05/02/2012 AMULLINS 00000024 85203344  
 Deposit Account Number  
 01 FC:8521  
 Authorized User Name e  
 40.00  
 725.00

**9. Signature:**

Julie H. Cooper  
Signature

4/27/2012  
Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 27



Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

5-2-12

**EXHIBIT C**

List of Trademarks and Trademark Licenses

**Trademark Registrations and Trademark Applications**

<b>Mark</b>	<b>Owner</b>	<b>Applica- tion No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HAPPY ORGANIZED HOME	The Container Store, Inc.	85/203344	12/21/10	N/A	N/A
VOW TO GET ORGANIZED	The Container Store, Inc.	85/442452	10/7/11	N/A	N/A
	The Container Store, Inc.	85/442515	10/7/11	N/A	N/A
THE CONTAINER STORE	The Container Store, Inc.	73/209963	4/2/79	1164143	8/4/81
CONTAIN YOURSELF!	The Container Store, Inc.	73/318980	7/14/81	1257975	11/15/83
CONTAIN IT	The Container Store, Inc.	73/537838	5/14/85	1373123	11/26/85
BIN IT BOX IT RACK IT BAG IT STACK IT TIN IT BOTTLE IT SHELF IT CAN IT SACK IT TRASH IT HANG IT HOOK IT STORE IT	The Container Store, Inc.	74/120437	12/4/90	1699573	7/7/92
THE CONTAINER STORE	The Container Store, Inc.	74/196476	8/20/91	1713572	9/8/92
	The Container Store, Inc.	74/511018	4/11/94	1911969	8/15/95
BLUE WATERS	The Container Store, Inc.	74/536651	6/13/94	1930313	10/24/95
EVENING GARDEN	The Container Store, Inc.	74/536655	6/13/94	1930314	10/24/95
THE CONTAINER STORE	The Container Store, Inc.	74/604750	11/30/94	1940914	12/12/95
MEADOW FLOWERS	The Container Store, Inc.	74/536654	6/13/94	2029125	1/7/97

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HERBAL CUCUMBER	The Container Store, Inc.	75/082201	4/1/96	2077172	7/8/97
THE CONTAINER STORE	The Container Store, Inc.	75/476151	4/28/98	2470015	7/17/01
THE ORIGINAL STORAGE AND ORGANIZATION STORE	The Container Store, Inc.	75/736821	6/25/99	2486687	9/11/01
THE NEATEST SITE ON THE WEB	The Container Store, Inc.	76/245081	4/23/01	2517359	12/11/01
ORGANIZE BEFORE YOU ITEMIZE	The Container Store, Inc.	76/386047	3/22/02	2672077	1/7/03
GIFT WRAP WONDERLAND	The Container Store, Inc.	76/377716	3/4/02	2695250	3/11/03
WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	The Container Store, Inc.	76/481738	1/13/03	2790891	12/9/03
WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	The Container Store, Inc.	76/481739	1/13/03	2790892	12/9/03
LIFE'S LITTLE PLEASURES. ORGANIZED.	The Container Store, Inc.	78/624977	5/6/05	3231091	4/17/07
GOSHOP!	The Container Store, Inc.	78/639985	5/31/05	3259305	7/3/07
LIFE'S MORE FUN WHEN YOU'RE ORGANIZED	The Container Store, Inc.	78/640709	5/31/05	3320086	10/23/07
MAKE A DATE TO GET ORGANIZED	The Container Store, Inc.	77/274226	9/7/07	3502802	9/16/08
DORM ROOM BASIC SIX	The Container Store, Inc.	77/490689	6/4/08	3642234	6/23/09
GOSHOP!	The Container Store, Inc.	77/657936	1/27/09	3663470	8/4/09
WHAT WE STAND FOR - ORGANIZATION WITH HEART	The Container Store, Inc.	77/938228	2/17/10	3850042	9/21/10
WHAT WE STAND FOR	The Container Store, Inc.	77/938240	2/17/10	3850043	9/21/10
DO A LITTLE DANCE - EVERY TIME YOU OPEN YOUR CLOSET DOOR	The Container Store, Inc.	77/875622	11/18/09	3932138	3/15/11

Schedule C-2

**Trademark Licenses**

None.

Schedule C-3

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 6, 2012, by and between THE CONTAINER STORE, INC., a Texas corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 6, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among, among others, the Grantor, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Credit Parties, the Collateral Agent, and the lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), pursuant to which the Lenders have agreed to make Loans to the Grantor, and the L/C Issuers have agreed to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuers to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantor of (i) that certain ABL Facility Security Agreement, dated as of April 6, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among, among others, the Grantor and the Collateral Agent, pursuant to which the Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which the Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or permitted assigns), hereby agrees as follows:

### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial

Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Administrative Agent" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Grantor" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Intellectual Property" shall mean all present and future trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses; internet domain names, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights and Copyright Licenses; unpatented inventions (whether or not patentable); Patents and Patent Licenses; license agreements related to any of the foregoing; all other intellectual property; and 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 of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other agreement providing for the grant by or to the Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Permitted Liens” shall have the meaning assigned to such term in the Security Agreement.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement).

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

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Article I of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the

Secured Obligations, each of the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (i) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything to the contrary herein, the exceptions to Collateral as described in the proviso of the defined term "Collateral" shall apply to IP Collateral.

**SECTION 3. Protection of Intellectual Property By Grantor.** Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g):



(a) Pay all renewal fees and other fees and costs associated with maintaining and prosecuting any Patent, Trademark, or Copyright applied for or registered with the PTO or Copyright Office and owned by such Grantor, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Patent, Trademark, or Copyright is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.

(b) Take all actions reasonably necessary to prevent any Intellectual Property owned by such Grantor from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Intellectual Property is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.

(c) At the Grantor's sole cost and expense, pursue the processing and prosecution of each application for registration of any Patent, Trademark, or Copyright which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantor's sole cost and expense, take any and all action that such Grantor reasonably deem necessary or desirable under the circumstances to protect any Intellectual Property owned by such Grantor from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantor represents and warrants that:

(a) **EXHIBIT A** sets forth a true, correct, and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** sets forth a true, correct, and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** sets forth a true, correct, and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the material Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All Intellectual Property owned by the Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging the ownership or right to use by such Grantor of any of its Intellectual Property, or the validity or enforceability of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of any Intellectual Property does not infringe the intellectual property rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) [Reserved.]

(h) Such Grantor shall give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, or being issued a registration in or receiving an issuance of, any new Patent, Copyright or Trademark (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Patent, Copyright or Trademark may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development regarding such Grantor's use or ownership of, or the validity or enforceability of, any Patent, Copyright or Trademark or such Grantor's right to register the same or to own and maintain the same (except for office actions routine to the prosecution of Patents, Copyrights or Trademarks).

#### SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional Intellectual Property acquired by the Grantor, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Collateral

Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5.

(b) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

(c) Prior to the satisfaction of the Discharge of the Term Obligations, with respect to any obligation under this Section 5 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the "Collateral Agent" for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantor 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 Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor provides the Collateral Agent with written notice of the Grantor's institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

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

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantor, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) the Grantor's failure, within fifteen (15) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

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

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9, but if the Collateral 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 the Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments have expired or been terminated, (ii) all of the Secured Obligations have been indefeasibly paid in full in cash or otherwise satisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement or the Credit Agreement), (iii) all L/C Obligations have been reduced to zero (or fully cash collateralized in a manner reasonably satisfactory to the applicable L/C Issuers and the Administrative Agent), and (iv) the L/C Issuers have no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of the Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by electronic mail or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control, provided that nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement as between the Grantor and the Collateral Agent, which shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.


**GRANTOR:**

THE CONTAINER STORE, INC.

By: Jodi Taylor  
Name: Jodi Taylor  
Title: Chief Financial Officer

**COLLATERAL AGENT:**

JPMORGAN CHASE BANK, N.A.

By:   
Name: Andrew Ray  
Title: Authorized Officer

SIGNATURE PAGE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
THE CONTAINER STORE, INC.- ABL

**TRADEMARK**  
**REEL: 004778 FRAME: 0708**



## EXHIBIT A

### List of Copyrights and Copyright Licenses

#### **Copyright Registrations and Applications**

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
Annual 30% off Elfa sale : the Container store closet planning guide	the Container Store, Inc.	TX2800400	4/16/90
Annual 30% off Elfa sale: the Container Store closet planning guide	the Container Store, Inc.	TX2802414	4/11/90
The Container Store, organization university : guide for college-bound students	the Container Store, Inc.	TX2970414	9/11/90
Book box	Container Store, Inc.	TX3816401	10/20/94
The Container Store clothing storage and protection guidelines	Container Store, Inc.	TX3834371	8/29/94
The Container Store for shipping and moving, storing and giving, we have it all	Container Store, Inc.	TX3834372	8/29/94
The Container Store steps to organize space	Container Store, Inc.	TX3834373	8/29/94
The Container Store holiday gift ideas	Container Store, Inc.	TX3834374	8/29/94
Christmas 1993	Container Store, Inc.	TX3834375	8/29/94
The Container Store : the basic six	Container Store, Inc.	TX4003609	3/27/95
A parent's guide to back to school	Container Store, Inc.	TX4003610	3/27/95
Elfa Easy Hang Shelving	Container Store, Inc.	TX4003611	3/27/95
Save 30-50% off our most popular items during our spring organization sale	Container Store, Inc.	TX4003612	3/27/95
The Container Store tax shelters \$1.19 and up	Container Store, Inc.	TX4003613	3/27/95
The Container Store closet planning guide	Container Store, Inc.	TX4003614	3/27/95

Exhibit A-1

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
Skandia shelving : the Container Store	Container Store, Inc.	TX4003615	3/27/95
Let it sale, let it sale, let it sale! : the Container Store	Container Store, Inc.	TX4003616	3/27/95
Organize your space : the Container Store	Container Store, Inc.	TX4003617	3/27/95
Gifts for the graduate	Container Store, Inc.	TX4008241	3/30/95
elfa easy hang shelving (price sheet)	Container Store, Inc.	TX4279310	5/3/96
The Container Store guide for beautiful bows	Container Store, Inc.	TX4279311	5/3/96
Grids and accessories	Container Store, Inc.	TX4279312	5/3/96
Camptime : a guide to the basics	Container Store, Inc.	TX4279313	5/3/96
Developing independence in your child	Container Store	TX4284282	5/3/96
10% off your next purchase--the Container Store	Container Store, Inc.	TX4315055	5/24/96
The Container Store packing & shipping guide	Container Store, Inc.	TX4315056	5/24/96
The Container Store--we'll help you organize your closet for spring--for free	Container Store, Inc.	TX4315057	5/24/96
Elfa Easy Glider	Container Store, Inc.	TX4315058	5/24/96
We've sheared 40 to 50% off for our spring closet sale--the Container Store	Container Store, Inc.	TX4315059	5/24/96
Home sweet home--the Container Store	Container Store, Inc.	TX4315060	5/24/96
Organized State--the Container Store guide for college-bound students	Container Store, Inc.	TX4315061	5/24/96
Why we're your best source for Christmas gifts! The Container Store	Container Store, Inc.	TX4315062	5/24/96
Christmas giving ideas from the Container Store	Container Store, Inc.	TX4315063	5/24/96
VA-VA Voom Storage	Container Store, Inc.	VA1409453	4/23/07

Exhibit A-2

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
Shoe Storage That Fits Your Style	The Container Store, Inc.	VA1622603	9/6/07
New Hot Fabulous!	The Container Store, Inc.	VA1622612	9/6/07
Wrap It Up!	The Container Store, Inc.	VA1622750	9/6/07
Stocking Stuffer Spectacular!	The Container Store, Inc.	VA1622912	8/30/07
have a grad or know one?	The Container Store, Inc.	VA1629018	9/6/07
Naturally Organized	The Container Store, Inc.	VA1629046	8/30/07
Colorfully Contained	The Container Store, Inc.	VA1629071	8/30/07
Our Annual Storewide Shelving Sale	The Container Store, Inc.	VA1687829	11/3/08
Back to School-Organized!	The Container Store, Inc.	VA1695370	10/15/08
Beautiful Versatile Space-Saving Our Shelving Collection	The Container Store, Inc.	VA1734700	11/21/08
Clearly Artful Storage The Container Store + Umbra	The Container Store, Inc.	VA1740006	6/14/10
The Container Store Beautiful Versatile Space-Saving Our Shelving Collection 2009	The Container Store, Inc.	VA1740007	6/14/10
Tax Time Sale - Organize Before You Itemize	The Container Store, Inc.	VA1740206	7/26/10
Storage for Kids of All Ages	The Container Store, Inc.	VA1740208	7/26/10
The Container Store Our Gift Wrap Wonderland 2008	The Container Store, Inc.	VA1740494	6/14/10
The Container Store Our Gift Wrap Wonderland 2009	The Container Store, Inc.	VA1740498	6/14/10
Introducing Elfa Utility	The Container Store, Inc.	VA1743997	10/22/10
Dorm - Give Yourself Some Space	The Container Store, Inc.	VA1744008	10/22/10
Fun Storage For Neat Kids	The Container Store, Inc.	VA1744042	10/22/10
The Container Store elfa Happiness Is An Organized Closet	The Container Store, Inc.	VA1745751	6/14/10

Exhibit A-3

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
10 Easy Ideas for Organizing Your Home	The Container Store, Inc.	VA1746051	10/28/08
Shoe Storage That Fits Your Style	The Container Store, Inc.	VA1756697	1/21/11
The Container Store Spring Organization Sale 2011	The Container Store, Inc.	VA1802676	6/14/11
The Container Store Back To School 2011	The Container Store, Inc. d.b.a. The Container Store	VA1789295	8/16/2011
The Container Store Happy Organized Home Sale 2011	The Container Store, inc. d.b.a. The Container Store	VA1786661	8/16/2011
The Container Store Show Off Your Storage 2011	The Container Store, Inc. d.b.a. The Container Store	VA1785591	6/14/2011
The Container Store Dorm 2010	The Container Store, Inc. d.b.a. The Container Store	VA1802672	6/14/2011
The Container Store elfa. More Room in Your Closet. More Time in Your Life. More Value Than Ever!	The Container Store, Inc. d.b.a. The Container Store	VA1752844	5/3/2010
The Container Store Fun Storage For Neat Kids	The Container Store, Inc. d.b.a. The Container Store	VA1756514	1/20/2011
The Container Store Life's More Fun When You're Organized! 2010	The Container Store, Inc. d.b.a. The Container Store	VA1774418	6/14/2010
The Container Store Love Your Luggage! Our Organized Traveler SALE 2010	The Container Store, Inc. d.b.a. The Container Store	VA1740496	6/14/2010
The Container Store Our Annual elfa SALE 30% off elfa 30% off installation too!	The Container Store, Inc. d.b.a. The Container Store	VA1789270	6/14/2011
The Container Store Our Gift Wrap Wonderland 2010	The Container Store, Inc. d.b.a. The Container Store	VA1801575	6/14/2011

Exhibit A-4

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
The Container Store Spring Organization Sale	The Container Store, Inc. d.b.a. The Container Store	VA1752851	5/3/2010
The Container Store Work Smart Office Sale	The Container Store, Inc. d.b.a. The Container Store	VA1752842	5/3/2010
The Container Store Life's More Fun When You're Organized! 2009	The Container Store, Inc. d.b.a. The Container Store	VA1744039	10/22/2010
The Container Store Organize Before You Itemize Tax Time Sale 2009	The Container Store, Inc. d.b.a. The Container Store	VA1744000	10/22/2010
The Container Store Organize Your Holiday Treasures	The Container Store, Inc. d.b.a. The Container Store	VA1756513	1/20/2011
The Container Store Our Annual elfa Sale 30% Off elfa 30% Off elfa Installation	The Container Store, Inc. d.b.a. The Container Store	VA1752845	5/3/2010
The Container Store Plan It. Pack it. Enjoy It. Our Organized Traveler Sale 2009	The Container Store, Inc. d.b.a. The Container Store	VA1752841	5/3/2010
The Container Store Spring Organization Sale 2009 Everything elfa On SALE AGAIN 30% OFF	The Container Store, Inc. d.b.a. The Container Store	VA1740209	7/26/2010
The Container Store Summer Camp In Organized Style! 2009	The Container Store, Inc. d.b.a. The Container Store	VA1752848	5/3/2010
The Container Store Back To School 2009	The Container Store, Inc. d.b.a. The Container Store	VA1752847	5/3/2010
The Container Store EVERYTHING elfa On SALE AGAIN 30% OFF 2009 A Message from Melissa Reiff, President, The Container Store	The Container Store, Inc. d.b.a. The Container Store	VA1744004	10/22/2010
The Container Store Happy Or-	The Container Store,	VA1752839	5/3/2010

Exhibit A-5

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
ganized Home Sale 2009	Inc. d.b.a. The Container Store		
The Container Store Hurry, They Won't Last! Our Fabulous 2009 Stocking Stuffers!	The Container Store, Inc. d.b.a. The Container Store	VA1742931	6/14/2010
The Container Store Summer Sale 2008 Life's More Fun When You're Organized!	The Container Store, Inc. d.b.a. The Container Store	VA1756512	1/20/2011
The Container Store Hang On! 2008	The Container Store, Inc. d.b.a. The Container Store	VA1744043	10/22/2010
The Container Store Organize Your Holiday Treasures 2008	The Container Store, Inc. d.b.a. The Container Store	VA1740495	6/14/2010
The Container Store Something Fun for Everyone! Our 2008 Stocking Stuffer Collection	The Container Store, Inc. d.b.a. The Container Store	VA1740499	6/14/2010
The Container Store Storage for Kids of All Ages 2008	The Container Store, Inc. d.b.a. The Container Store	VA1740208	7/26/2010
The Container Store Spring Organization Sale 2008	The Container Store, Inc. d.b.a. The Container Store	VA000174400 2	10/22/2010
The Container Store The Box Book 2011 Best selection in town Best boxes around	The Container Store, inc. d.b.a. The Container Store	VA1805512	6/14/2011
The Container Store Work Smart Office Sale 2011	The Container Store, Inc, d/b/a, The Container Store	VA1805525	6/14/2011
The Container Store St. Nick's Top Picks Our 2010 Stocking Stuffers have arrived!	The Container Store, Inc. d.b.a. The Container Store	VA1805165	6/14/2011
The Container Store elfa Everything can be organized.	The Container Store, Inc. d.b.a. The Container Store	VA1805511	6/14/2011
The Container Store Happy Or-	The Container Store, Inc. d.b.a. The Con-	VA1805522	6/14/2011

Exhibit A-6

<b>Title</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
ganized Home Sale 2011	tainer Store		
The Container Store Organize Your Holiday Treasures 2010	The Container Store, Inc. d.b.a. The Container Store	VA1805543	6/14/2011
The Container Store Our Annual Storewide Shelving Sale 2010 Our Huge Collection is 25% Off!	The Container Store, Inc. d.b.a. The Container Store	VA1805523	6/14/2011

**Copyright Licenses**

None.

Exhibit A-7

**EXHIBIT B**

**List of Patents and Patent Licenses**

**Patent Registrations and Patent Applications**

<b>Patent</b>	<b>Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
SUSPENSION DEVICE	The Container Store, Inc.	10/868038	6/16/04	7178769	2/20/07
COMPUTER SUPPORTED RETAIL SHOPPING SYSTEMS AND METHODS	The Container Store	11/450746	6/9/06	7681790	3/23/10

**Patent Licenses**

None.



Exhibit B-1



**EXHIBIT C**

List of Trademarks and Trademark Licenses

**Trademark Registrations and Trademark Applications**

<b>Mark</b>	<b>Owner</b>	<b>Applica- tion No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HAPPY ORGANIZED HOME	The Container Store, Inc.	85/203344	12/21/10	N/A	N/A
VOW TO GET ORGANIZED	The Container Store, Inc.	85/442452	10/7/11	N/A	N/A
	The Container Store, Inc.	85/442515	10/7/11	N/A	N/A
THE CONTAINER STORE	The Container Store, Inc.	73/209963	4/2/79	1164143	8/4/81
CONTAIN YOURSELF!	The Container Store, Inc.	73/318980	7/14/81	1257975	11/15/83
CONTAIN IT	The Container Store, Inc.	73/537838	5/14/85	1373123	11/26/85
BIN IT BOX IT RACK IT BAG IT STACK IT TIN IT BOTTLE IT SHELF IT CAN IT SACK IT TRASH IT HANG IT HOOK IT STORE IT	The Container Store, Inc.	74/120437	12/4/90	1699573	7/7/92
THE CONTAINER STORE	The Container Store, Inc.	74/196476	8/20/91	1713572	9/8/92
	The Container Store, Inc.	74/511018	4/11/94	1911969	8/15/95
BLUE WATERS	The Container Store, Inc.	74/536651	6/13/94	1930313	10/24/95
EVENING GARDEN	The Container Store, Inc.	74/536655	6/13/94	1930314	10/24/95
THE CONTAINER STORE	The Container Store, Inc.	74/604750	11/30/94	1940914	12/12/95
MEADOW FLOWERS	The Container Store, Inc.	74/536654	6/13/94	2029125	1/7/97

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HERBAL CUCUMBER	The Container Store, Inc.	75/082201	4/1/96	2077172	7/8/97
THE CONTAINER STORE	The Container Store, Inc.	75/476151	4/28/98	2470015	7/17/01
THE ORIGINAL STORAGE AND ORGANIZATION STORE	The Container Store, Inc.	75/736821	6/25/99	2486687	9/11/01
THE NEATEST SITE ON THE WEB	The Container Store, Inc.	76/245081	4/23/01	2517359	12/11/01
ORGANIZE BEFORE YOU ITEMIZE	The Container Store, Inc.	76/386047	3/22/02	2672077	1/7/03
GIFT WRAP WONDERLAND	The Container Store, Inc.	76/377716	3/4/02	2695250	3/11/03
WHO SAYS A TRASH CAN CAN'T MAKE YOU SMILE?	The Container Store, Inc.	76/481738	1/13/03	2790891	12/9/03
WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	The Container Store, Inc.	76/481739	1/13/03	2790892	12/9/03
LIFE'S LITTLE PLEASURES. ORGANIZED.	The Container Store, Inc.	78/624977	5/6/05	3231091	4/17/07
GOSHOP!	The Container Store, Inc.	78/639985	5/31/05	3259305	7/3/07
LIFE'S MORE FUN WHEN YOU'RE ORGANIZED	The Container Store, Inc.	78/640709	5/31/05	3320086	10/23/07
MAKE A DATE TO GET ORGANIZED	The Container Store, Inc.	77/274226	9/7/07	3502802	9/16/08
DORM ROOM BASIC SIX	The Container Store, Inc.	77/490689	6/4/08	3642234	6/23/09
GOSHOP!	The Container Store, Inc.	77/657936	1/27/09	3663470	8/4/09
WHAT WE STAND FOR - ORGANIZATION WITH HEART	The Container Store, Inc.	77/938228	2/17/10	3850042	9/21/10
WHAT WE STAND FOR	The Container Store, Inc.	77/938240	2/17/10	3850043	9/21/10
DO A LITTLE DANCE - EVERY TIME YOU OPEN YOUR CLOSET DOOR	The Container Store, Inc.	77/875622	11/18/09	3932138	3/15/11

Schedule C-2

**Trademark Licenses**

None.

Schedule C-3

US 1343388v.1

**RECORDED: 05/02/2012**

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