

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garden Ridge Finance Corporation		05/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	45 Broadway, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	National Banking Association: SOUTH DAKOTA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1634497	GARDEN RIDGE
Registration Number:	1641031	GARDEN RIDGE
Registration Number:	1934665	GARDEN RIDGE
Registration Number:	2533151	THE HOME DECOR & CRAFT MARKETPLACE
Registration Number:	2557813	THE HOME DECOR MARKETPLACE

CORRESPONDENCE DATA	
Fax Number:	6502138158
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6502130300
Email:	cishihara@whitecase.com
Correspondent Name:	White & Case LLP/Christina Ishihara
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4:	Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155732-0231
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CH \$140.00 1634497

NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	05/17/2012
Total Attachments: 7 source=Garden Ridge IP Security Agreement (Fully Executed)#page1.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page2.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page3.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page4.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page5.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page6.tif source=Garden Ridge IP Security Agreement (Fully Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 16, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wells Fargo Bank, National Association, as Collateral Agent (the “*Collateral Agent*”) for the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, GRD Holding III Corporation, a Delaware corporation, has entered into an Indenture dated as of May 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”), with GRD Holding III Corporation, a Delaware corporation, (the “*Issuer*”), the other Guarantors party thereto, Wells Fargo Bank, National Association, as the Collateral Agent, the other Agents named therein. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, as a condition precedent to the issuance of Notes under the Indenture, each Grantor has executed and delivered that certain Security Agreement dated May 16, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral,” shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Indenture Documents (as such Indenture Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

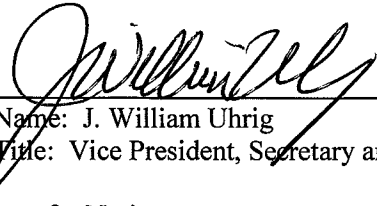
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GARDEN RIDGE FINANCE CORPORATION

By: 
Name: J. William Uhrig
Title: Vice President, Secretary and Treasurer

Address for Notices:
2215 B. Renaissance Drive
Las Vegas, NV 80952
Attn: J. William Uhrig

Schedule A

Patents

None.

Schedule B

Trademarks

Domain Name/Mark	Reg. No.	Applic. No.	Filing Date	Issue Date
GARDEN RIDGE	1634497	73/831377	10/16/1989	2/5/1991
GARDEN RIDGE	1641031	73/831648	10/16/1989	4/16/1991
GARDEN RIDGE	1934665	74/462449	11/23/1993	11/14/1995
THE HOME DÉCOR & CRAFT MARKETPLACE	2533151	76/125381	9/8/2000	1/22/2002
THE HOME DÉCOR MARKETPLACE	2557813	75/891555	1/7/2000	4/9/2002

Schedule C

Copyrights

None.