

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garden Ridge, L.P.		07/28/2014	LIMITED PARTNERSHIP: TEXAS
GRD HOLDING III CORPORATION		07/28/2014	CORPORATION: DELAWARE
GARDEN HOLDINGS INC.		07/28/2014	CORPORATION: DELAWARE
GRD HOLDING II CORPORATION		07/28/2014	CORPORATION: DELAWARE
GARDEN RIDGE CORPORATION		07/28/2014	CORPORATION: DELAWARE
GARDEN RIDGE FINANCE CORPORATION		07/28/2014	CORPORATION: DELAWARE
GARDEN RIDGE MANAGEMENT, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
GR DEVELOPMENT LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
29 NORTHWEST LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1600 EAST PLANO PARKWAY, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
2650 WEST INTERSTATE 20, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
2827 DUNVALE, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
8651 AIRPORT FREEWAY LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
11501 BLUEGRASS PARKWAY LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
12990 WEST CENTER ROAD LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1944 SOUTH GREENFIELD ROAD LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
4700 GREEN ROAD LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
4304 WEST LOOP 289 LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
642 SOUTH WALNUT AVENUE LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
15065 CREOSOTE ROAD		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

OP \$140.00 4557696

Name	Formerly	Execution Date	Entity Type
LLC			COMPANY: DELAWARE
335 N. ACADEMY BOULEVARD (1031), LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1660 W. MIDWAY BOULEVARD (1031), LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
3003 WEST VINE, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
7613 NORTH EAST LOOP 1604, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
334 CHICAGO DRIVE, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
4949 GREENWOOD DRIVE, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
2251 SOUTHWYCK BLVD, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1605 BUFORD HWY, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1267 CENTRAL PARK DR, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
4801 183A TOLL ROAD, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
19000 LIMESTONE COMMERCIAL DR, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
5501 GROVE BLVD, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
1600 W. KELLY AVENUE, LLC		07/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4557696	THE HOME DÉCOR SUPERSTORE
Registration Number:	2273201	AT HOME
Serial Number:	86080372	WE PUT THE ME IN HOME
Serial Number:	86118622	AT HOME
Serial Number:	86269054	WELCOME TO THE HOME OF ENDLESS POSSIBILI

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150990
NAME OF SUBMITTER:	Lisa A. Cobbett
SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	07/29/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated July 28, 2014, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America N.A., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GRD Holding III Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of October 5, 2011 (as amended by the First Amendment, dated as of May 9, 2012, the Second Amendment, dated as of May 23, 2013, and the Third Amendment, dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Garden Ridge, L.P., a Texas limited partnership, GRD Holding II Corporation, a Delaware corporation ("*Holdings*"), the other Guarantors party thereto, Bank of America, N.A., as the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated October 5, 2011 made by the Grantor and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated October 5, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional 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) 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) all 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 foregoing 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 "Additional 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 Additional 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. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan 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 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional 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.

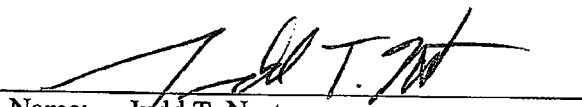
SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

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

[Signatures follow]

GRD HOLDING III CORPORATION
GARDEN HOLDINGS INC.
GRD HOLDING II CORPORATION
GARDEN RIDGE CORPORATION
GARDEN RIDGE FINANCE CORPORATION
GARDEN RIDGE MANAGEMENT, LLC
GR DEVELOPMENT LLC
29 NORTHWEST LLC
1600 EAST PLANO PARKWAY, LLC
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1605 BUFORD HWY, LLC
1267 CENTRAL PARK DR, LLC
4801 183A TOLL ROAD, LLC
19000 LIMESTONE COMMERCIAL DR, LLC
5501 GROVE BLVD, LLC
1600 W. KELLY AVENUE, LLC

By


Name: Judd T. Nystrom
Title: Chief Financial Officer

Address for Notices:
c/o GRD Holding III Corporation
1600 East Plano Parkway,
Plano, TX 75074

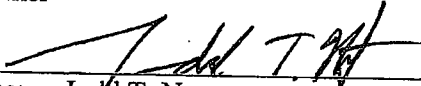
Supplemental IP Security Agreement

TRADEMARK
REEL: 005332 FRAME: 0108

GARDEN RIDGE, L.P.

By Garden Ridge Management, LLC, its
general partner

By


Name: Judd T. Nystrom
Title: Chief Financial Officer

Address for Notices:
c/o GRD Holding III Corporation
1600 East Plano Parkway,
Plano, TX 75074

Schedule A – Patents and Patent Applications

None.

**Schedule B – Trademark and Service Mark Registrations and
Applications**

U.S. Trademark Registrations

Company/ Subsidiary	Trademark	Registration Number	Registration Date
Garden Ridge Finance Corporation	THE HOME DÉCOR SUPERSTORE	4,557,696 (supplemental)	6/24/2014
Garden Ridge Finance Corporation	AT HOME (stylized)	2,273,201	8/31/1999

U.S. Trademark Applications

Company/ Subsidiary	Trademark	Application Number	Filing Date
Garden Ridge Finance Corporation	WE PUT THE ME IN HOME	86-080372	10/2/2013
Garden Ridge Finance Corporation	AT HOME (with design)	86-118622	11/14/2013
Garden Ridge Finance Corporation	Welcome to the Home of Endless Possibilities. . .	86-269054	5/1/2014

Schedule C – Copyright Registrations and Applications

None.