

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
At Home Finance Corporation		06/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dynasty Financial II, LLC		
<b>Street Address:</b>	126 Ottawa Ave NW		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49503		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1641031	GARDEN RIDGE	
<b>Registration Number:</b>	1934665	GARDEN RIDGE	
<b>Registration Number:</b>	1634497	GARDEN RIDGE	
<b>Registration Number:</b>	2533151	THE HOME DECOR & CRAFT MARKETPLACE	
<b>Registration Number:</b>	4557696	THE HOME DÉCOR SUPERSTORE	
<b>Serial Number:</b>	86118622	AT HOME	
<b>Registration Number:</b>	2273201	AT HOME	
<b>Registration Number:</b>	4674501	WELCOME TO THE HOME OF ENDLESS POSSIBILI	
<b>Serial Number:</b>	86509490	CHERISHED MEMORIES	
<b>Serial Number:</b>	86509575	CRYSTAL CHATEAU	
<b>Serial Number:</b>	86509591	DENIM DARLING	
<b>Serial Number:</b>	86509615	FOREST FAIRY TALES	
<b>Serial Number:</b>	86509632	FUN AND FROSTY	
<b>Serial Number:</b>	86509661	HEAVEN AND EARTH	
<b>Serial Number:</b>	86509681	HOLIDAY HOEDOWN	
<b>Serial Number:</b>	86509696	LAVISH & LUXE	
<b>Serial Number:</b>	86509725	MIDNIGHT PLUME	
<b>Serial Number:</b>	86509739	REGAL RENAISSANCE	

OP \$540.00 1641031

Property Type	Number	Word Mark
Serial Number:	86509392	SEAS AND GREETINGS
Serial Number:	86509761	SPARKLING SOIRÉE
Serial Number:	86509786	PEPPERMINT JAZZ

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** rfloren@schiffhardin.com

**Correspondent Name:** Rebecca Floren

**Address Line 1:** 233 S. Wacker Drive

**Address Line 2:** Suite 6600

**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	42509-0002
<b>NAME OF SUBMITTER:</b>	Rebecca Floren
<b>SIGNATURE:</b>	/Rebecca Floren/
<b>DATE SIGNED:</b>	06/08/2015

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of June 5, 2015, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Dynasty Financial II, LLC, located at 126 Ottawa Ave NW, Suite 500, Grand Rapids, MI 49503 as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AT HOME HOLDING III INC., (“the “**Borrower**”), a Delaware corporation, has entered into a Second Lien Credit Agreement dated as of June 5, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with AT HOME HOLDING II INC., a Delaware corporation (“**Holdings**”), each lender from time to time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and DYNASTY FINANCIAL II, LLC (“**Dynasty**”), as Administrative Agent, Collateral Agent and Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of June 5, 2015 among the Grantors from time to time party thereto and 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 Secured Parties, a security interest in, among other property, certain Intellectual Property Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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 Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following (the “**Collateral**”):

(i) the Trademark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(ii) 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;

(iii) any and all claims for damages, other payments and/or 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, payments or other relief; and

(iv) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or 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 (iv), 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 or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment and performance of all Second Lien Obligations of such 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, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Second Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark 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. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This Trademark 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 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.


SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

Grantors:

AT HOME FINANCE CORPORATION, as Grantor

By:   
Name: Judd T. Nystrom  
Title: Chief Financial Officer

Address for Notices:  
AT HOME FINANCE CORPORATION  
c/o AT HOME HOLDING III INC.  
1600 East Plano Parkway,  
Plano, TX 75074  
Attention: Judd T. Nystrom  
Email: JNystrom@athome.com

and with a copy, if sent electronically  
to: MBroussard@athome.com

With a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, New York, 10004  
Attention: Chris Nahr  
Fax: 212-859-4000

Collateral Agent:

DYNASTY FINANCIAL II, LLC, as Collateral Agent

By: RDV Corporation

Its: Manager

By:

Name: Robert H. Schuebeck

Its: Chief Operating Officer

*[Signature Page to Trademark Security Agreement (Second Lien)]*

**TRADEMARK**  
**REEL: 005547 FRAME: 0534**

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations and Applications**

<b>Domain Name/Mark</b>	<b>Ctry</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Issue Date</b>
GARDEN RIDGE	U.S.	73-831648	10/16/1989	1,641,031	4/16/1991
GARDEN RIDGE	U.S.	74-462449	11/23/1993	1,934,665	11/14/1995
GARDEN RIDGE	U.S.	73-831377	10/16/1989	1,634,497	2/5/1991
THE HOME DECOR & CRAFT MARKETPLACE	U.S.	76-125381	9/8/2000	2,533,151 See Note 1	1/22/2002
THE HOME DÉCOR SUPERSTORE	U.S.	86-066990	9/17/2013	4,557,696 See Note 1	6/24/2014
AT HOME (with design)	U.S.	86-118622	11/14/2013	See Note 2	N/A
AT HOME (stylized)	U.S.	74-665475	4/25/1995	2,273,201	8/31/1999
WELCOME TO THE HOME OF ENDLESS POSSIBILITIES...	U.S.	86-269054	5/1/2014	4,674,501	1/20/2015
CHERISHED MEMORIES	U.S.	86-509490	1/21/2015	See Note 2	N/A
CRYSTAL CHATEAU	U.S.	86-509575	1/21/2015	See Note 2	N/A
DENIM DARLING	U.S.	86-509591	1/21/2015	See Note 2	N/A
FOREST FAIRY TALES	U.S.	86-509615	1/21/2015	See Note 2	N/A
FUN AND FROSTY	U.S.	86-509632	1/21/2015	See Note 2	N/A
HEAVEN AND EARTH	U.S.	86-509661	1/21/2015	See Note 2	N/A
HOLIDAY HOEDOWN	U.S.	86-509681	1/21/2015	See Note 2	N/A
LAVISH & LUXE	U.S.	86-509696	1/21/2015	See Note 2	N/A
MIDNIGHT PLUME	U.S.	86-509725	1/21/2015	See Note 2	N/A
REGAL RENAISSANCE	U.S.	86-509739	1/21/2015	See Note 2	N/A
SEAS AND GREETINGS	U.S.	86-509392	1/21/2015	See Note 2	N/A
SPARKLING SOIRÉE	U.S.	86-509761	1/21/2015	See Note 2	N/A
PEPPERMINT JAZZ	U.S.	86-509786	1/21/2015	See Note 2	N/A

Note 1 – Registered on the Supplemental Register.

Note 2 – Awaiting action from the U.S. Patent and Trademark Office.