

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
At Home Finance Corporation		06/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4557696	THE HOME DÉCOR SUPERSTORE	
Registration Number:	2273201	AT HOME	
Registration Number:	4674501	WELCOME TO THE HOME OF ENDLESS POSSIBILI	
Serial Number:	86118622	AT HOME	
Serial Number:	86509490	CHERISHED MEMORIES	
Serial Number:	86509575	CRYSTAL CHATEAU	
Serial Number:	86509591	DENIM DARLING	
Serial Number:	86509615	FOREST FAIRY TALES	
Serial Number:	86509632	FUN AND FROSTY	
Serial Number:	86509661	HEAVEN AND EARTH	
Serial Number:	86509681	HOLIDAY HOEDOWN	
Serial Number:	86509696	LAVISH & LUXE	
Serial Number:	86509725	MIDNIGHT PLUME	
Serial Number:	86509739	REGAL RENAISSANCE	
Serial Number:	86509392	SEAS AND GREETINGS	
Serial Number:	86509761	SPARKLING SOIRÉE	
Serial Number:	86509786	PEPPERMINT JAZZ	

OP \$440.00 4557696

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:** Dwayne C. Houston**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156284
NAME OF SUBMITTER:	Lisa A. Cobbett
SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	06/08/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated June 5, 2015, 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, AT HOME HOLDING III INC. (formerly known as GRD Holding III Corporation), a Delaware corporation, has entered into a Credit Agreement dated as of October 5, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with AT HOME STORES LLC (as successor in interest to Garden Ridge, L.P.), a Delaware limited liability company, AT HOME HOLDING II INC. (formerly known as 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.

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Grantor:

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

Schedule A

None.

Schedule B

Domain Name/Mark	Ctry	Application No.	Filing Date	Registration No.	Issue Date
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.

Schedule C

None.

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