

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dynasty Financial II, LLC		09/08/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	At Home Finance Corporation		
<b>Street Address:</b>	1600 East Plano Parkway		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</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>	4674501	WELCOME TO THE HOME OF ENDLESS POSSIBILI	
<b>Serial Number:</b>	86509490	CHERISHED MEMORIES	
<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	
<b>Serial Number:</b>	86509392	SEAS AND GREETINGS	
<b>Serial Number:</b>	86509761	SPARKLING SOIRÉE	
<b>Serial Number:</b>	86509786	PEPPERMINT JAZZ	
<b>TRADEMARK</b>			

CH \$615.00 1641031

Property Type	Number	Word Mark
Serial Number:	86952960	ANY REASON TO REDECORATE
Serial Number:	86720524	AT HOME THE HOME DÉCOR SUPERSTORE
Serial Number:	86919801	SEAS AND GREETINGS
Serial Number:	74665475	AT HOME
Serial Number:	86509575	CRYSTAL CHATEAU

**CORRESPONDENCE DATA**

Fax Number: 2128594000

*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: (212) 859-8000

Email: alana.berrocal@friedfrank.com

Correspondent Name: Alana Berrocal

Address Line 1: 1 New York Plaza

Address Line 2: 26th Floor

Address Line 4: New York, NEW YORK 10004

<b>NAME OF SUBMITTER:</b>	Alana Berrocal
<b>SIGNATURE:</b>	/Alana Berrocal/
<b>DATE SIGNED:</b>	09/08/2016

**Total Attachments: 5**

- source=At Home Trademark Release#page1.tif
- source=At Home Trademark Release#page2.tif
- source=At Home Trademark Release#page3.tif
- source=At Home Trademark Release#page4.tif
- source=At Home Trademark Release#page5.tif

**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of September 8, 2016 (this "Release"), is made by DYNASTY FINANCIAL II, LLC, as collateral agent (in such capacity, the "Collateral Agent"), in favor of AT HOME FINANCE CORPORATION, a Delaware Corporation, (the "Grantor"). All capitalized terms not defined herein shall have the meaning set forth in the Trademark Security Agreement.

**WITNESSETH**

WHEREAS, in connection that that certain 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"), Collateral Agent and Grantor are parties to that certain Trademark Security Agreement, dated as of June 5, 2014 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on June 8, 2015 at Reel/Frame 5547/0528; and

WHEREAS, Collateral Agent has agreed to terminate the Trademark Security Agreement and release all of its 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.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Collateral Agent and Grantor hereby agree as follows:

Collateral Agent hereby terminates and releases in its entirety all of its right, title and interest in, to and under the Collateral, including the trademarks and trademark applications listed on Schedule A attached hereto.

The Trademark Security Agreement is hereby terminated in its entirety, including all rights granted to Collateral Agent and obligations of Grantor thereunder.

Collateral Agent agrees, upon written request of Grantor, to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably requests (at Grantor's sole cost and expense) in order to confirm this Release. Collateral Agent hereby authorizes Grantor or Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.

This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of page intentionally left blank;  
signature appears on the following page.]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**Dynasty Financial II, LLC,**  
as Collateral Agent

By: RDV CORPORATION, as its Manager

By: Susan Valco  
Name: Susan Valco  
Title: Vice President - Finance

[Signature Page to Release of Security Interest in Trademark Collateral]

**TRADEMARK**  
**REEL: 005872 FRAME: 0875**

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

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

**Reel/Frame No. 5547/0528**

<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
ANY REASON TO REDECORATE	U.S.	86-952960	3/25/2016	See Note 2	N/A
AT HOME THE HOME DÉCOR SUPERSTORE	U.S.	86-720524	8/10/2015	4981710	6/21/2016

<b>Domain Name/Mark</b>	<b>Ctry</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Issue Date</b>
SEAS AND GREETINGS	U.S.	86-919801	2/25/2016	See Note 2	N/A

Note 1 – Registered on the Supplemental Register.

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