

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Container Store, Inc.		09/20/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86678209	PROMISE OF AN ORGANIZED LIFE	
Serial Number:	86679054	TCS DIFFERENCE	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<i>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.</i>			
Phone:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3900		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	09/24/2018		
Total Attachments: 9			
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**AMENDMENT AND REAFFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT AND REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 20, 2018, by and between THE CONTAINER STORE, INC., a Texas corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent under the IP Security Agreement (as defined below) (in such capacity, together with any successors and assigns, the "Collateral Agent") for the benefit of itself, the Lenders and the other Credit Parties under that certain Credit Agreement (as defined below).

RECITALS:

WHEREAS, the Grantor, certain Affiliates of the Grantor, JPMorgan Chase Bank, N.A., as administrative agent and Collateral Agent, and the financial institutions from time to time party thereto are parties to that certain Credit Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, certain Affiliates of the Grantor and the Collateral Agent entered into that certain Security Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in connection with the Credit Agreement.

WHEREAS, the Grantor and the Collateral Agent entered into that certain Intellectual Property Security Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") in connection with the Security Agreement.

WHEREAS, pursuant to the Credit Agreement, the IP Security Agreement and the Security Agreement, as collateral security for all of the Secured Obligations, the Grantor has pledged and assigned to the Collateral Agent, and granted to the Collateral Agent, for the benefit of itself, the Lenders and the other Credit Parties, a continuing security interest in all of its IP Collateral (as defined in the IP Security Agreement), including, without limitation, all Copyrights, Copyright Licenses, Trademarks, Trademark Licenses and Patents and Patent Licenses, the applications and registrations thereof and all proceeds thereof (collectively, the "Collateral").

WHEREAS, the Grantor desires to amend and supplement certain provisions of the IP Security Agreement and reaffirm its obligations under the IP Security Agreement on the terms and conditions herewith in connection with the Credit Agreement, the IP Security Agreement and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement or the Credit Agreement, as the case may be.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendments to the IP Security Agreement.

(a) Specified Copyrights. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Copyrights and Copyright Licenses described on Exhibit A attached hereto (the "Specified Copyrights"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Copyrights shall be deemed to be added to Exhibit A of the IP Security Agreement as of the date hereof.

(b) Specified Patents. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Patents and Patent Licenses described on Exhibit B attached hereto (the "Specified Patents"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Patents shall be deemed to be added to Exhibit B of the IP Security Agreement as of the date hereof.

(c) Specified Trademarks. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses described on Exhibit C attached hereto (the "Specified Trademarks"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Trademarks shall be deemed to be added to Exhibit C of the IP Security Agreement as of the date hereof.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement, and the terms and provisions (unless amended pursuant to this Agreement) of the IP Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. The Grantor hereby reaffirms and confirms its obligations to the Collateral Agent, for the benefit of itself, the Lenders and the other Credit Parties under the IP Security Agreement and acknowledges that the security interest in the Collateral granted thereunder shall secure all of the Secured Obligations, as amended, increased and/or extended pursuant to the Credit Agreement. As reaffirmed hereby, the IP Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

SECTION 4. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Collateral Agent of any covenant or provision of the IP Security Agreement, the other Loan Documents, or of any other contract or instrument between the Grantor and the Collateral Agent, and the failure of the Collateral Agent at any time or times hereafter to require strict performance by the Grantor of any provision thereof shall not waive, affect or diminish any right of the Collateral Agent to thereafter demand strict compliance therewith. The Collateral Agent hereby reserves all rights granted under the IP Security Agreement, the other Loan Documents, this Agreement and any other contract or instrument between and/ or among the Grantor and the Collateral Agent.

SECTION 5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the Grantor and the Collateral Agent and their respective successors and assigns, except the Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Collateral Agent, other than as expressly permitted under the terms of the Loan Documents.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by fax or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by the Collateral Agent to or for any breach of or deviation from any covenant, condition or duty by any Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

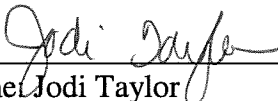
SECTION 11. Entire Agreement. THE IP SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

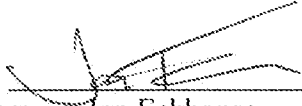
GRANTOR:

THE CONTAINER STORE, INC.

By: 
Name: Jodi Taylor
Title: Chief Financial Officer and Secretary

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jon Eckhouse
Title: Authorized Officer

SIGNATURE PAGE
AMENDMENT AND REAFFIRMATION OF IP SECURITY AGREEMENT
THE CONTAINER STORE, INC.

TRADEMARK
REEL: 006443 FRAME: 0531

EXHIBIT A

SPECIFIED COPYRIGHTS

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Title	Registration No. Registration Date
College @ Container Store 2015 Major In Dorm Envy.	VA0002046494 2015-06-25
The Container Store Don't Worry Santa, We've Got This! 2014 Stocking Stuffers.	VA0002046489 2015-06-25
The Container Store First Class Travel Sale at Coach Prices.	VA0002083087 2017-02-08
The Container Store Let The Celebrations Begin! Shop Our Gift Wrap Wonderfand.	VA0002082988 2017-02-08
The Container Store Make The Holidays Shine Our Gift Wrap Wonderland 2014.	VA0002046492 2015-06-25
The Container Store Orderly. Office. Sale 2015.	VA0002046478 2015-06-25
The Container Store Our 2017 Shelvinor Collection.	VA0002082993 2017-02-08
The Container Store Our Annual elfa Sale 30% Off + 30% Off Installation Too! Happy. Organized. Life. 2014-2015.	VA0002046482 2015-06-25
The Container Store Our Best-Selling Travel Products on SALE 2015.	VA0002046490 2015-06-25
The Container Store Perfectly Packed Away Holiday Storage Made Simple 2016.	VA0002083086 2017-02-08
The Container Store Shelving Sale Including Everything.	VA0002082992 2017-02-08
The Container Store Shelving Sale Including Everything elfa 25% OFF! + 25% off Installation Too 2016	VA0002083003 2017-02-08
The Container Store Solutions For Every Space	VA0002083008 2017-02-08
The Container Store Spring Organization Sale More Time For Springtime: Closet/Kitchen Version 2015	VA0002046472 2015-06-25
The Container Store Spring Organization Sale More Time For Springtime: Utility Version 2015	VA0002046486 2015-06-25

Exhibit A

Title	Registration No. Registration Date
The Container Store St. Nick's Top Picks! Our 2015 Stocking Stuffer Collection	VA0002083085 2017-02-08
The Container Store Store the Holiday Spirit 2014	VA0002046468 2015-06-25
The Container Store Summer Sale 2015 Hundreds of Products on Sale to Help You Live Organized	VA0002046470 2015-06-25
The Container Store "Walk-in" to something wonderful elfa(R) Everything can be organized(R) 2016	VA0002082987 2017-02-08
The Container Store Store, Protect and Treasure 2015.	VA0002083256 2017-02-08
The Container Store College 2016.	VA0002083002 2017-02-08
The Container Store Get Your Life Together Sale 2016.	VA0002083291 2017-02-08
The Container Store Gift Wrap Wonderland The World's Most Celebrated Collection Of Gift Wrap, Ribbons, Totes, Tags, and More 2016.	VA0002083088 2017-02-08
The Container Store Kiss Clutter Goodbye Sale 2016.	VA0002083006 2017-02-08
The Container Store St. Nick's Top Picks! Our 2016 Stocking Stuffer Collection.	VA0002083267 2017-02-08
The Container Store WORK IN COLOR orderly office Sale 2016.	VA0002083220 2017-02-08
TCS Closets By The Container Store 2016.	VA0002082999 2017-02-08
The Container Store All Closet Essentials 15% OFF.	VA0002083700 2017-08-10
The Container Store Customer Favorites Sale 2017.	VA0002084235 2017-08-10
The Container Store Destination Organized Travel Sale.	VA0002083692 2017-08-10
The Container Store elfa Custom Closets, Garages, Pantries & More 2017.	VA0002084252 2017-08-10
The Container Store Everything Kitchen & Pantry 15% OFF.	VA0002083691 2017-08-10
The Container Store Organized Day Sale 2017.	VA0002083663 2017-08-10

Copyright Licenses

None.

Exhibit A

TRADEMARK
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EXHIBIT B
SPECIFIED PATENTS

List of Patents and Patent Licenses

Patent Registrations and Patent Applications

None.

Patent Licenses

None.

Exhibit B

EXHIBIT C

SPECIFIED TRADEMARKS

List of Trademarks and Trademark Licenses

Trademark Registrations and Trademark Applications

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
PROMISE OF AN ORGANIZED LIFE	35, 42	86678209 29-JUN-2015	5536102 07-AUG-2018	Registered
TCS DIFFERENCE	35	86679054 30-JUN-2015	5370481 02-JAN-2018	Registered

Trademark Licenses

None.

Exhibit C