

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
At Home Stores LLC		06/12/2020	Limited Liability Company: 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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5871900	AT HOME	
Registration Number:	5871899	AT HOME	
Registration Number:	5414943	THE HOME & HOLIDAY DÉCOR SUPERSTORE	
Registration Number:	5412969	AT HOME THE HOME & HOLIDAY DECOR SUPERST	
Serial Number:	88504118	THE HOME DÉCOR SUPERSTORE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012947-0010		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		

OP \$140.00 5871900

DATE SIGNED:

06/12/2020

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 12, 2020, 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.

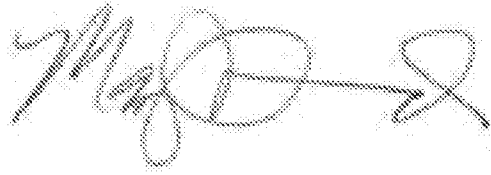
SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

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.

[remainder of page intentionally left blank]

Grantor:

AT HOME STORES LLC, as Grantor



By: _____
Name: Mary Jane Broussard
Title: Senior Vice President, General Counsel and
Secretary

Address for Notices:
AT HOME STORES LLC
1600 East Plano Parkway,
Plano, TX 75074
Attention: Mary Jane Broussard
Email: MBroussard@athome.com

With a copy to:

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

Schedule A

Patents

None.

Schedule B

Trademarks

U.S. Trademark Registrations

Company/ Subsidiary	Trademark	Registration Number	Registration Date
At Home Stores LLC	AT HOME (with design)	5871900	10/01/2019
At Home Stores LLC	AT HOME (with design and claiming color)	5871899	10/01/2019
At Home Stores LLC	THE HOME & HOLIDAY DECOR SUPERSTORE (with design)	5414943	02/27/2018
At Home Stores LLC	AT HOME THE HOME & HOLIDAY DECOR SUPERSTORE (with design)	5412969	02/27/2018

U.S. Trademark Applications

Company/ Subsidiary	Trademark	Application Number	Filing Date
At Home Stores LLC	AT HOME DÉCOR SUPERSTORE	88-504118	07/08/2019

Schedule C

Copyrights

None.