

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
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., as Collateral Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	Mail Code: IL4-135-09-61		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4981710	AT HOME THE HOME DÉCOR SUPERSTORE	
Registration Number:	5174625	SEAS & GREETINGS	
Registration Number:	5172936	ANY REASON TO REDECORATE	
Registration Number:	5692521	AT HOME INSIDER PERKS	
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:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

CH \$240.00 4981710

ATTORNEY DOCKET NUMBER:	007751-0148
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/12/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”) dated as of June 12, 2020, is among the Person listed on the signature page hereof (the “**Grantor**”) and Bank of America, N.A., located at 135 South LaSalle Street, Mail Code: IL4-135-09-61, Chicago, Illinois 60604 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 limited liability corporation, has entered into a First 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 BANK OF AMERICA, N.A. (“**Bank of America**”), as Administrative Agent and as Collateral Agent. 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 First Lien Security Agreement dated as of June 5, 2015 among the Grantor, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreements dated as of June 5, 2015 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any After-Acquired Intellectual Property collateral (as defined in the Security Agreement) of the Grantor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark 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:

Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following (the “**Additional Collateral**”):

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;

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;

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

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/or 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 "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 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.

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.

Security for First Lien Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Trademark Security Agreement Supplement secures the payment and performance of all First Lien 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, 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 First 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.

Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

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

Execution in Counterparts. This Trademark Security Agreement Supplement 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.

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 Trademark Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

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

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

AT HOME STORES LLC



By: _____

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

Address for Notices:

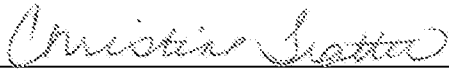
AT HOME STORES LLC
c/o AT HOME HOLDING III INC.
1600 East Plano Parkway,
Plano, TX 75074
Attention: Mary Jane Broussard
Email: MBroussard@athome.com

With a copy to:

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

Collateral Agent:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Christine Trotter

Title: Assistant Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations and Applications

U.S. Trademark Registrations

Company/ Subsidiary	Trademark	Registration Number	Registration Date
At Home Stores LLC	AT HOME THE HOME DÉCOR SUPERSTORE	4981710	6/21/2016
At Home Stores LLC	SEAS & GREETINGS	5174625	4/4/2017
At Home Stores LLC	ANY REASON TO REDECORATE	5172936	3/28/2017
At Home Stores LLC	AT HOME INSIDER PERKS	5692521	03/05/2019
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