

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609232

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900575064		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
At Home Stores LLC		08/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A. as Collateral Agent		
Street Address:	1 Independent Drive		
Internal Address:	Ste. 620, MAC Z3094-063		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	National Banking Association: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88504118	THE HOME DÉCOR SUPERSTORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Max Goodman c/o Fried Frank		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33799-2		
NAME OF SUBMITTER:	Max Goodman		
SIGNATURE:	/Max Goodman/		
DATE SIGNED:	11/17/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Trademark Security Agreement*”) dated as of August 20, 2020, is between the Person listed on the signature page hereof (the “*Grantor*”) and Wells Fargo Bank, National Association, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, AT HOME HOLDING III INC., (the “*Issuer*”), a Delaware corporation, has entered into an Indenture dated as of August 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”), among Issuer, the Guarantors party thereto, and Wells Fargo Bank, National Association, as the Collateral Agent and trustee. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, as a condition precedent to the issuance of the Notes under the Indenture, the Grantor has executed and delivered that certain Security Agreement dated as of August 20, 2020 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain Intellectual Property Collateral of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in all of the Grantor’s 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 the 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;

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 "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment and performance of Notes Obligations of the Grantor now or hereafter existing under or in respect of the Notes Documents (as such Notes Documents may be amended, amended and restated, supplemented, replaced, refinanced, 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 Notes Obligations (whether or not such action is committed, contemplated or provided for by the Notes 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.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement 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 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement 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.

SECTION 6. 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 the Grantor, addressed to it in care of the Issuer at the Issuer's address specified in Section 12.02(a) of the Indenture, or if to the Collateral Agent, to its address specified in Section 12.02(a) of the Indenture. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 12.02 of the Indenture. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this Trademark Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.


SECTION 7. Governing Law. This Trademark Security Agreement 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 to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

AT HOME STORES LLC

By: 
Name: Mary Jane Broussard
Title: Chief Administrative Officer, General
Counsel and Secretary

Address for Notices:

1600 East Plano Parkway
Plano, Texas 75074

Collateral Agent:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Patrick Giordano
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATION AND APPLICATION NUMBERS

TRADEMARK	APPLICATION NO. FILING DATE	REGISTRATION NO. FILING DATE	OWNER
ANY REASON TO REDECORATE	86952960 25-MAR-2016	5172936 28-MAR-2017	AT HOME STORES LLC
AT HOME <i>at home</i>	74665475 25-APR-1995	2273201 31-AUG-1999	AT HOME STORES LLC
AT HOME at home	86118622 14-NOV-2013	4769555 07-JUL-2015	AT HOME STORES LLC
AT HOME at home	88295243 09-FEB-2019	5871899 01-OCT-2019	AT HOME STORES LLC
AT HOME at home	88295244 09-FEB-2019	5871900 01-OCT-2019	AT HOME STORES LLC
AT HOME INSIDER PERKS	87488518 14-JUN-2017	5692521 05-MAR-2019	AT HOME STORES LLC
AT HOME THE HOME & HOLIDAY DECOR SUPERSTORE at home <small>The Home & Holiday Decor Superstore</small>	87582941 24-AUG-2017	5412969 27-FEB-2018	AT HOME STORES LLC
AT HOME THE HOME DÉCOR SUPERSTORE at home <small>The Home & Holiday Decor Superstore</small>	86720524 10-AUG-2015	4981710 21-JUN-2016	AT HOME STORES LLC
FOREST FAIRY TALES	86509615 21-JAN-2015	5082805 15-NOV-2016	AT HOME STORES LLC
GARDEN RIDGE	73831648 16-OCT-1989	1641031 16-APR-1991	AT HOME STORES LLC
HEAVEN & EARTH	86509661 21-JAN-2015	5105628 20-DEC-2016	AT HOME STORES LLC
HOLIDAY HOEDOWN	86509681 21-JAN-2015	5082806 15-NOV-2016	AT HOME STORES LLC
MIDNIGHT PLUME	86509725 21-JAN-2015	5082807 15-NOV-2016	AT HOME STORES LLC
PEPPERMINT JAZZ	86509786 21-JAN-2015	5082808 15-NOV-2016	AT HOME STORES LLC

TRADEMARK	APPLICATION NO. FILING DATE	REGISTRATION NO. FILING DATE	OWNER
REGAL RENAISSANCE	86509739 21-JAN-2015	5069328 25-OCT-2016	AT HOME STORES LLC
SEAS & GREETINGS	86919801 25-FEB-2016	5174625 04-APR-2017	AT HOME STORES LLC
THE HOME & HOLIDAY DECOR SUPERSTORE <small>The Home Decor Superstore</small>	87606224 13-SEP-2017	5414943 27-FEB-2018	AT HOME STORES LLC
THE HOME DECOR & CRAFT MARKETPLACE	76125381 08-SEP-2000	2533151 22-JAN-2002	AT HOME STORES LLC
THE HOME DÉCOR SUPERSTORE	86066990 17-SEP-2013	4557696 24-JUN-2014	AT HOME STORES LLC
THE HOME DECOR SUPERSTORE	88504118 08-JUL-2019		AT HOME STORES LLC
WELCOME TO THE HOME OF ENDLESS POSSIBILITIES...	86269054 01-MAY-2014	4674501 20-JAN-2015	AT HOME STORES LLC