

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
At Home Stores LLC		07/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Notes Collateral Agent		
Street Address:	13737 Noel Road		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5172936	ANY REASON TO REDECORATE	
Registration Number:	4769555	AT HOME	
Registration Number:	5871899	AT HOME	
Registration Number:	5871900	AT HOME	
Registration Number:	2273201	AT HOME	
Registration Number:	5692521	AT HOME INSIDER PERKS	
Registration Number:	5412969	AT HOME THE HOME & HOLIDAY DECOR SUPERST	
Registration Number:	4981710	AT HOME THE HOME DÉCOR SUPERSTORE	
Registration Number:	5082805	FOREST FAIRY TALES	
Registration Number:	5105628	HEAVEN & EARTH	
Registration Number:	5082806	HOLIDAY HOEDOWN	
Registration Number:	5082807	MIDNIGHT PLUME	
Registration Number:	5082808	PEPPERMINT JAZZ	
Registration Number:	5069328	REGAL RENAISSANCE	
Registration Number:	5174625	SEAS & GREETINGS	
Registration Number:	5414943	THE HOME & HOLIDAY DÉCOR SUPERSTORE	
Registration Number:	2533151	THE HOME DECOR & CRAFT MARKETPLACE	
TRADEMARK			

CH \$565.00 5172936

Property Type	Number	Word Mark
Registration Number:	4557696	THE HOME DÉCOR SUPERSTORE
Registration Number:	6171560	THE HOME DÉCOR SUPERSTORE
Registration Number:	6302355	TINY DREAMERS EXCLUSIVELY AT HOME
Registration Number:	6302356	TINY DREAMERS EXCLUSIVELY AT HOME
Registration Number:	4674501	WELCOME TO THE HOME OF ENDLESS POSSIBILI

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	926648-15
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/23/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 23, 2021 (this "Agreement"), between At Home Stores LLC (the "Grantor") and U.S. Bank National Association. ("U.S. Bank") in its capacity as Notes Collateral Agent for the Secured Parties party to the Indenture referred to below (in such capacity, the "Notes Collateral Agent").

WHEREAS, reference is made to (a) the Indenture dated as of July 12, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among Ambience Merger Sub, Inc., a Delaware corporation ("Merger Sub") in its capacity as initial Issuer (in such capacity, the "Initial Issuer"), as of and after the effective time of the Merger, At Home Group Inc., a Delaware corporation (the "Issuer") and U.S. Bank, as Trustee and Notes Collateral Agent and (b) the Pledge and Security Agreement dated as of July 23, 2021 (the "Security Agreement"), by and among the the Initial Issuer, the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Notes Collateral Agent;

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic

transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE NOTES COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER NOTES DOCUMENT TO DELIVER COLLATERAL TO THE NOTES COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE NOTES COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT). SO LONG AS THE ABL/ FIXED ASSET INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER NOTES DOCUMENT TO DELIVER ABL PRIORITY COLLATERAL TO THE NOTES COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE ABL FACILITY AGENT (AS SUCH TERM IS DEFINED IN THE ABL/ FIXED ASSET INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE NOTES COLLATERAL AGENT PURSUANT TO THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT).

SECTION 7. Concerning the Notes Collateral Agent. U.S. Bank National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AT HOME STORES LLC,
as the Grantor

By:  _____

Name: Mary Jane Broussard
Title: Authorized Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By: _____



Name: Michael K. Herberger

Title: Vice President


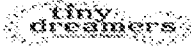
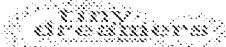
[Signature Page to Secured Note Trademark Security Agreement]

TRADEMARK
REEL: 007363 FRAME: 0729

SCHEDULE I

Trademarks Owned by At Home Stores LLC.

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	At Home Stores LLC	ANY REASON TO REDECORATE	86952960	03/25/2016	5172936	03/28/2017
2.	At Home Stores LLC	at home & Design 	86118622	11/14/2013	4769555	07/07/2015
3.	At Home Stores LLC	at home & Design 	88295243	02/09/2019	5871899	10/01/2019
4.	At Home Stores LLC	at home & Design	88295244	02/09/2019	5871900	10/01/2019
5.	At Home Stores LLC	at home (Stylized) 	74665475	04/25/1995	2273201	08/31/1999
6.	At Home Stores LLC	AT HOME INSIDER PERKS	87488518	06/14/2017	5692521	03/05/2019
7.	At Home Stores LLC	at home The Home & holiday Decor Superstore & Design	87582941	08/24/2017	5412969	02/27/2018
8.	At Home Stores LLC	at home The Home Décor Superstore & Design	86720524	08/10/2015	4981710	06/21/2016
9.	At Home Stores LLC	FOREST FAIRY TALES	86509615	01/21/2015	5082805	11/15/2016
10.	At Home Stores LLC	HEAVEN & EARTH	86509661	01/21/2015	5105628	12/20/2016
11.	At Home Stores LLC	HOLIDAY HOEDOWN	86509681	01/21/2015	5082806	11/15/2016
12.	At Home Stores LLC	MIDNIGHT PLUME	86509725	01/21/2015	5082807	11/15/2016
13.	At Home Stores LLC	PEPPERMINT JAZZ	86509786	01/21/2015	5082808	11/15/2016
14.	At Home Stores LLC	REGAL RENAISSANCE	86509739	01/21/2015	5069328	10/25/2016
15.	At Home Stores LLC	SEAS & GREETINGS	86919801	02/25/2016	5174625	04/04/2017

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
16.	At Home Stores LLC	The Home & holiday Décor Superstore & Design 	87606224	09/13/2017	5414943	02/27/2018
17.	At Home Stores LLC	THE HOME DECOR & CRAFT MARKETPLACE	76125381	09/08/2000	2533151	01/22/2002
18.	At Home Stores LLC	THE HOME DÉCOR SUPERSTORE	86066990	09/17/2013	4557696	06/24/2014
19.	At Home Stores LLC	THE HOME DÉCOR SUPERSTORE	88504118	07/08/2019	6171560	10/06/2020
20.	At Home Stores LLC	tiny dreamers Exclusively at home & Design 	88729247	12/16/2019	6302355	03/23/2021
21.	At Home Stores LLC	tiny dreamers Exclusively at home & Design\ 	88729249	12/16/2019	6302356	03/23/2021
22.	At Home Stores LLC	Welcome to the Home of Endless Possibilities...	86269054	05/01/2014	4674501	01/20/2015