

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT-ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AT HOME STORES LLC		04/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 FEDERAL STREET		
Internal Address:	MA-100-09-12		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 62			
Property Type	Number	Word Mark	
Registration Number:	6551057	MODERN DREAMS	
Registration Number:	6810731	D'NEALIAN	
Registration Number:	6872480	D'NEALIAN	
Registration Number:	6987510	HONEYBLOOM	
Registration Number:	6987513	HONEYBLOOM	
Serial Number:	97087815		
Serial Number:	97351364		
Serial Number:	97406971	AT HOME	
Serial Number:	97698217	AT HOME	
Serial Number:	97698219	AT HOME	
Serial Number:	97301402	AT HOME	
Serial Number:	97301768	AT HOME	
Serial Number:	97316773	AT HOME	
Serial Number:	97352125	AT HOME	
Serial Number:	97351372	AT HOME	
Serial Number:	97406974	AT HOME	
Serial Number:	97406966	AT HOME	
Serial Number:	97406973	AT HOME	

CH \$1565.00 6551057

Property Type	Number	Word Mark
Serial Number:	97406963	AT HOME
Serial Number:	97510580	AT HOME
Serial Number:	97509999	AT HOME
Serial Number:	97510004	AT HOME
Serial Number:	97510585	AT HOME
Serial Number:	97585524	AT HOME
Serial Number:	97585526	AT HOME
Serial Number:	97585529	AT HOME
Serial Number:	97301758	AT HOME
Serial Number:	97316771	AT HOME
Serial Number:	97351573	AT HOME
Serial Number:	97352119	AT HOME
Serial Number:	97406956	AT HOME
Serial Number:	97406961	AT HOME
Serial Number:	97406948	AT HOME
Serial Number:	97406953	AT HOME
Serial Number:	97406957	AT HOME
Serial Number:	97678501	AT HOME FOUNDATION
Serial Number:	97660677	AT HOME THE HOME & HOLIDAY SUPERSTORE
Serial Number:	97652782	
Serial Number:	90803147	CROSBY ST.
Serial Number:	90803119	CROSBY ST.
Serial Number:	90976846	CROSBY ST.
Serial Number:	97349843	CROSBY ST.
Serial Number:	97652789	CROSBY ST.
Serial Number:	97503816	DÉCOR FOR ALL. ALL FOR LESS.
Serial Number:	97686829	FALL-O-WEEN
Serial Number:	97441036	FALL-O-WEEN
Serial Number:	97660734	FOUND & FABLE
Serial Number:	97070214	FOUND&FABLE
Serial Number:	97072217	FOUND&FABLE
Serial Number:	97052404	FOUND&FABLE
Serial Number:	97646951	H
Serial Number:	90803232	HONEYBLOOM
Serial Number:	90801624	HONEYBLOOM
Serial Number:	97659581	P
Serial Number:	97659586	P PROVIDENCE
Serial Number:	90802149	PROVIDENCE

Property Type	Number	Word Mark
Serial Number:	90793480	PROVIDENCE
Serial Number:	90802184	PROVIDENCE
Serial Number:	90802162	PROVIDENCE
Serial Number:	90976847	PROVIDENCE
Serial Number:	90799059	PROVIDENCE
Serial Number:	97660676	THE HOME & HOLIDAY SUPERSTORE

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553346
Email: ksolomon@stblaw.com
Correspondent Name: MELANIE JOLSON, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	004511/0006
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	04/20/2023

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 20, 2023 (this “Agreement”), by At Home Stores LLC (the “Grantor”) in favor of Bank of America, N.A. (“Bank of America”) in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the ABL Credit Agreement dated as of July 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Ambience Intermediate, Inc., a Delaware corporation (“Holdings”), Ambience Merger Sub, Inc., a Delaware corporation, in its capacity as initial borrower (in such capacity, the “Initial Borrower”), as of and after the effective time of the Merger, At Home Group Inc., a Delaware corporation (the “Borrower”), the subsidiary borrowers from time to time party thereto, the lenders and letter of credit issuers from time to time party thereto and Bank of America, in its capacity as administrative agent, collateral agent, swingline lender and a letter of credit issuer and (b) the ABL Pledge and Security Agreement dated as of July 23, 2021 (the “Security Agreement”), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

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 Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the 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 Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that 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 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.

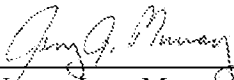
SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE 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 ABL/FIXED ASSET INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER NON-ABL PRIORITY COLLATERAL TO THE 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 TERM FACILITY AGENT (AS SUCH TERM IS DEFINED IN THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE AGENT PURSUANT TO THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT).

[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

By:  _____
Name: Jerry Murray
Title: Chief Financial Officer

SCHEDULE I

	Owner	Trademark	Application No.	Reg. No.
1.	At Home Stores LLC	MODERN DREAMS	90241645	6551057
2.	At Home Stores LLC	D'NEALIAN	97975055	6810731
3.	At Home Stores LLC	D'NEALIAN	97086206	6872480
4.	At Home Stores LLC	HONEYBLOOM	90978811	6987510
5.	At Home Stores LLC	HONEYBLOOM	90978842	6987513
6.	At Home Stores LLC	(Blue detached house design)	97087815	N/A
7.	At Home Stores LLC	(Blue detached house design)	97351364	N/A
8.	At Home Stores LLC	AT HOME	97406971	N/A
9.	At Home Stores LLC	AT HOME	97698217	N/A
10.	At Home Stores LLC	AT HOME	97698219	N/A
11.	At Home Stores LLC	AT HOME	97301402	N/A
12.	At Home Stores LLC	AT HOME	97301768	N/A
13.	At Home Stores LLC	AT HOME	97316773	N/A
14.	At Home Stores LLC	AT HOME	97352125	N/A
15.	At Home Stores LLC	AT HOME	97351372	N/A
16.	At Home Stores LLC	AT HOME	97406974	N/A
17.	At Home Stores LLC	AT HOME	97406966	N/A
18.	At Home Stores LLC	AT HOME	97406973	N/A
19.	At Home Stores LLC	AT HOME	97406963	N/A
20.	At Home Stores LLC	AT HOME	97510580	N/A
21.	At Home Stores LLC	AT HOME	97509999	N/A
22.	At Home Stores LLC	AT HOME	97510004	N/A
23.	At Home Stores LLC	AT HOME	97510585	N/A
24.	At Home Stores LLC	AT HOME	97585524	N/A
25.	At Home Stores LLC	AT HOME	97585526	N/A
26.	At Home Stores LLC	AT HOME	97585529	N/A

	Owner	Trademark	Application No.	Reg. No.
27.	At Home Stores LLC	AT HOME (+ black house)	97301758	N/A
28.	At Home Stores LLC	AT HOME (+ black house)	97316771	N/A
29.	At Home Stores LLC	AT HOME (+ black house)	97351573	N/A
30.	At Home Stores LLC	AT HOME (+blue design)	2142350	N/A
31.	At Home Stores LLC	AT HOME (+blue design)	97352119	N/A
32.	At Home Stores LLC	AT HOME (+blue design)	97406956	N/A
33.	At Home Stores LLC	AT HOME (+blue design)	97406961	N/A
34.	At Home Stores LLC	AT HOME (+blue design)	97406948	N/A
35.	At Home Stores LLC	AT HOME (+blue design)	97406953	N/A
36.	At Home Stores LLC	AT HOME (+blue design)	97406957	N/A
37.	At Home Stores LLC	AT HOME FOUNDATION	97678501	N/A
38.	At Home Stores LLC	AT HOME THE HOME & HOLIDAY SUPERSTORE	97660677	N/A
39.	At Home Stores LLC	Blue Detached House design	2142352	N/A
40.	At Home Stores LLC	CB Crosby St. logo	97652782	N/A
41.	At Home Stores LLC	CROSBY ST.	90803147	N/A
42.	At Home Stores LLC	CROSBY ST.	90803119	N/A
43.	At Home Stores LLC	CROSBY ST.	90976846	N/A
44.	At Home Stores LLC	CROSBY ST.	97349843	N/A
45.	At Home Stores LLC	CROSBY ST.	97652789	N/A
46.	At Home Stores LLC	DÉCOR FOR ALL, ALL FOR LESS	97503816	N/A
47.	At Home Stores LLC	FALL-O-WEEN	97686829	N/A
48.	At Home Stores LLC	FALL-O-WEEN	97441036	N/A
49.	At Home Stores LLC	FOUND & FABLE	97660734	N/A
50.	At Home Stores LLC	FOUND & FABLE (design)	97070214	N/A
51.	At Home Stores LLC	FOUND & FABLE (design)	97072217	N/A
52.	At Home Stores LLC	FOUND&FABLE	97052404	N/A
53.	At Home Stores LLC	FOUND&FABLE (design)	97072217	N/A
54.	At Home Stores LLC	FOUND&FABLE (design)	97070214	N/A

	Owner	Trademark	Application No.	Reg. No.
55.	At Home Stores LLC	H design (Honeybloom)	97646951	N/A
56.	At Home Stores LLC	HONEYBLOOM	90803232	N/A
57.	At Home Stores LLC	HONEYBLOOM	90801624	N/A
58.	At Home Stores LLC	P (DESIGN MARK)	97659581	N/A
59.	At Home Stores LLC	P PROVIDENCE	97659586	N/A
60.	At Home Stores LLC	PROVIDENCE	90802149	N/A
61.	At Home Stores LLC	PROVIDENCE	90793480	N/A
62.	At Home Stores LLC	PROVIDENCE	90802184	N/A
63.	At Home Stores LLC	PROVIDENCE	90802162	N/A
64.	At Home Stores LLC	PROVIDENCE	90976847	N/A
65.	At Home Stores LLC	PROVIDENCE	90799059	N/A
66.	At Home Stores LLC	THE HOME & HOLIDAY SUPERSTORE	97660676	N/A
67.	At Home Stores LLC	THE HOME DÉCOR SUPERSTORE	2142353	N/A