

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garden Ridge Finance Corporation		10/05/2011	CORPORATION: DELAWARE
GRD Holding III Corporation		10/05/2011	CORPORATION: DELAWARE
Garden Ridge, L.P.		10/05/2011	LIMITED PARTNERSHIP: TEXAS
GRD Holding Corporation II		10/05/2011	CORPORATION: 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:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1634497	GARDEN RIDGE
Registration Number:	1641031	GARDEN RIDGE
Registration Number:	1934665	GARDEN RIDGE
Registration Number:	2533151	THE HOME DECOR & CRAFT MARKETPLACE
Registration Number:	2557813	THE HOME DECOR MARKETPLACE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900203864

**TRADEMARK
 REEL: 004636 FRAME: 0293**

CH \$140.00 1634497

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	935863
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/05/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 5, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") 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, 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 Garden Ridge, L.P., a Texas limited partnership, 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, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the entry into Secured Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 5, 2011 made by the Grantors to the Administrative 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 Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 "*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) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, 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) 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 Collateral of 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 "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 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. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such 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 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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.

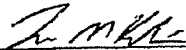
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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 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.

[Signature pages follow]


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

GRD HOLDING III CORPORATION

By 
Name: Thomas M. Kibarian
Title:

Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:

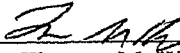
GRD HOLDING II CORPORATION

By 
Name: Thomas M. Kibarian
Title:

Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:

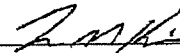
[Signature Pages to ABL IP Security Agreement]

GARDEN HOLDINGS INC.

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President


Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:

GARDEN RIDGE CORPORATION

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President

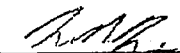
Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:

GARDEN RIDGE FINANCE CORPORATION

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President

Address for Notices:
2215 B. Renaissance Drive
Las Vegas, NV 80952
Attn:

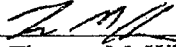
GARDEN RIDGE, L.P.

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President

Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:


[Signature Pages to ABL IP Security Agreement]

GARDEN RIDGE MANAGEMENT, LLC

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President

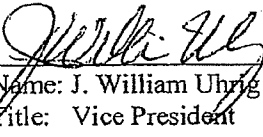
Address for Notices:
19411 Atrium Place, Suite 170
Houston, TX 77084
Attn:

GR DEVELOPMENT LLC

By 
Name: Thomas M. Kibarian
Title: Chief Executive Officer and President

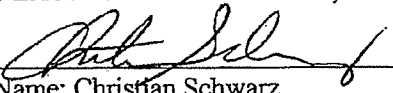
Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

29 NORTHWEST LLC

By 
Name: J. William Uhrig
Title: Vice President

Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

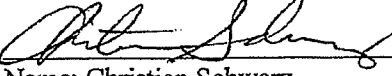
1600 EAST PLANO PARKWAY, LLC

By 
Name: Christian Schwarz
Title: President

Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

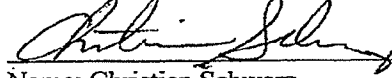
[Signature Pages to ABL IP Security Agreement]

2650 WEST INTERSTATE 20, LLC

By 
Name: Christian Schwarz
Title: President


Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

2827 DUNVALE, LLC

By 
Name: Christian Schwarz
Title: President


Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

8651 AIRPORT FREEWAY LLC

By 
Name: Christian Schwarz
Title: President

Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:


11501 BLUEGRASS PARKWAY LLC

By 
Name: Christian Schwarz
Title: President

Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

[Signature Pages to ABL IP Security Agreement]

12990 WEST CENTER ROAD LLC

By 
Name: Christian Schwarz
Title: President

Address for Notices:
2501 N. Harwood, Suite 1800
Dallas, TX 75201
Attn:

[Signature Pages to ABL IP Security Agreement]

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

By Christine Hutchinson

Name: Christine Hutchinson

Title: Director

Signature Pages to IP Security Agreement

TRADEMARK
REEL: 004636 FRAME: 0303

Schedule A – Patents and Patent Applications

None.

Schedule B – Trademark and Service Mark Registrations and Applications

U.S. Trademark Registrations

Company/ Subsidiary	Trademark	Registration Number	Registration Date
Garden Ridge Finance Corporation	GARDEN RIDGE	1,634,497	2/5/1991
Garden Ridge Finance Corporation	GARDEN RIDGE	1,641,031	4/16/1991
Garden Ridge Finance Corporation	GARDEN RIDGE	1,934,665	11/14/1995
Garden Ridge Finance Corporation	THE HOME DÉCOR & CRAFT MARKETPLACE	2,533,151	1/22/2002
Garden Ridge Finance Corporation	THE HOME DÉCOR MARKETPLACE	2,557,813	4/9/2002

U.S. Trademark Applications

None.

Schedule C – Copyright Registrations and Applications

None.

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