

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TMI191396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
At Home Stores LLC		04/25/2024	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Company Name:</b>	U.S. Bank National Association, as Notes Collateral Agent
<b>Street Address:</b>	13737 Noel Rd
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75240
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	98040371	AT HOME
Serial Number:	98040369	AT HOME
Serial Number:	98019764	AT HOME
Serial Number:	98019762	AT HOME
Serial Number:	98265186	
Serial Number:	98265190	
Serial Number:	98351187	
Registration Number:	7197924	
Registration Number:	7147294	
Registration Number:	7165136	PROVIDENCE
Registration Number:	7165135	PROVIDENCE
Registration Number:	7197930	FOUND&FABLE
Registration Number:	7197928	FOUND&FABLE
Registration Number:	7299632	AT HOME
Registration Number:	7236625	AT HOME
Registration Number:	7250039	PROVIDENCE
Registration Number:	7262184	AT HOME
Registration Number:	7262186	AT HOME

CH \$515.00.00 98040371

Property Type	Number	Word Mark
Registration Number:	7262185	AT HOME
Registration Number:	7279320	AT HOME

**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:** 2124552592  
**Email:** jnull@stblaw.com  
**Correspondent Name:** Courtney Welshimer  
**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	004511/0005
<b>NAME OF SUBMITTER:</b>	JASON MULL
<b>SIGNATURE:</b>	JASON MULL
<b>DATE SIGNED:</b>	04/25/2024

**Total Attachments: 4**

- source=At Home - Trademark Security Agreement 4.875% SSN 2028#page1.tif
- source=At Home - Trademark Security Agreement 4.875% SSN 2028#page2.tif
- source=At Home - Trademark Security Agreement 4.875% SSN 2028#page3.tif
- source=At Home - Trademark Security Agreement 4.875% SSN 2028#page4.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 25, 2024 (this “Agreement”), by At Home Stores LLC (the “Grantor”) in favor of 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 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).

[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**

**United States Trademark Registrations and Applications**

<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
At Home Stores LLC	Blue Detached House design	97975571	7197924
At Home Stores LLC	Blue Detached House design	97975970	7147294
At Home Stores LLC	PROVIDENCE	90980135	7165136
At Home Stores LLC	PROVIDENCE	90980133	7165135
At Home Stores LLC	FOUND & FABLE	97976120	7197930
At Home Stores LLC	FOUND & FABLE	97976082	7197928
At Home Stores LLC	at home & Design	98040371	Pending
At Home Stores LLC	AT HOME	98012955	7299632
At Home Stores LLC	AT HOME	98040369	Pending
At Home Stores LLC	AT HOME	98019764	Pending
At Home Stores LLC	AT HOME	98019762	Pending
At Home Stores LLC	AT HOME	98019758	7236625
At Home Stores LLC	PROVIDENCE	90980474	7250039
At Home Stores LLC	Blue Detached House with Smiling Face design	98265186	Pending
At Home Stores LLC	Blue Detached House design	98265190	Pending
At Home Stores LLC	Solid House with Whisk and Dinnerplate Inside Design (Black)	98351187	Pending
At Home Stores LLC	AT HOME	97976425	7262185
At Home Stores LLC	AT HOME	97976424	7262184
At Home Stores LLC	AT HOME	97976426	7262186
At Home Stores LLC	AT HOME	97976528	7279320