

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Restoration Hardware, Inc.	06/19/2006
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., As Agent
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29231184
CORRESPONDENCE DATA	
Fax Number:	(703)415-1557
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-415-1555
Email:	mail@specializedpatent.com
Correspondent Name:	Christopher E. Kondracki
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4:	Arlington, VIRGINIA 22202
ATTORNEY DOCKET NUMBER:	6070800 PAT
NAME OF SUBMITTER:	Christopher E. Kondracki
Total Attachments: 5 source=Restoration#page1.tif source=Restoration#page2.tif source=Restoration#page3.tif source=Restoration#page4.tif source=Restoration#page5.tif	

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## NOTICE OF SECURITY INTEREST IN PATENTS

This NOTICE OF SECURITY INTEREST IN PATENTS, dated as of June 19, 2006 (this "Notice"), is made by and among (a) RESTORATION HARDWARE, INC., a Delaware corporation (the "Borrower"), and (c) Bank of America, N.A., a national banking association, as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Lenders (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

WHEREAS, Borrower is party to that certain Eighth Amended and Restated Loan and Security Agreement of even date herewith by, among others, Borrower, the Agent and the Lenders (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Borrower is executing and delivering this Notice for the purpose of recording and confirming the grant of the security interest of the Agent in the Patent Collateral (as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Loan Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Borrower to the Agent under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Borrower hereby ratifies such security interest and grants to the Agent a continuing security interest, in all of the present and future right, title and interest of such Borrower in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Patent Collateral");

(i) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit A attached hereto (collectively, "Patents");

(ii) All agreements, whether written or oral, providing for the grant by or to Borrower of any right in respect of any Patent (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents, including, without limitation, payments under all Licenses entered into in connection

therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(iii) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Patents; and

(iv) All of the Borrower's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Intent. This Notice is being executed and delivered by the Borrower for the purpose of recording and confirming the grant of the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Notice is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Lenders, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the Patent Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Patent Collateral as in all other Collateral. In the event of a conflict between this Notice and the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 4. Recordation. Borrower authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Notice.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Borrower and the Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

**BORROWER:**

RESTORATION HARDWARE, INC.

By: 

Name: CHRIS NEWMAN

Title: SENIOR VICE PRESIDENT CHIEF FINANCIAL OFFICER  
AND SECRETARY

**AGENT:**

BANK OF AMERICA, N.A.

By: \_\_\_\_\_

Name: Stephen Garvin

Title: Managing Director

IN WITNESS WHEREOF, the Borrower and the Agent have caused this Notice to be executed by their duly authorized officers as of the date first above written.

**BORROWER:**

RESTORATION HARDWARE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

BANK OF AMERICA, N.A.

By:  \_\_\_\_\_

Name: Stephen Garvin

Title: Managing Director

EXHIBIT A

Patents and Patent Applications

<b>Title</b>	<b>Inventor</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>
Display Case	Robinson, Edward McMillan, Robert	29/231184 06/01/2005	

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