

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI790464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
The Container Store, Inc.	01/28/2025
C Studio Manufacturing LLC	01/28/2025
RECEIVING PARTY DATA	
Company Name:	Acquiom Agency Services LLC, as collateral agent
Street Address:	950 17th Street
Internal Address:	Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7178769
Patent Number:	7681790
Patent Number:	11583074
Patent Number:	D1001888
Patent Number:	D1005998
Patent Number:	D955762
Patent Number:	D955763
Patent Number:	D955764
Patent Number:	D956864
Patent Number:	D956865
Patent Number:	D956866
Patent Number:	D973446
Patent Number:	D974467
Patent Number:	D978239
Patent Number:	D971691
Application Number:	17763649
CORRESPONDENCE DATA	

PATENT

Fax Number:

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: 2123186000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey M. Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Mitchell Garrett
SIGNATURE:	/Mitchell Garrett/
DATE SIGNED:	01/29/2025

Total Attachments: 31

source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page1.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page2.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page3.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page4.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page5.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page6.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page7.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page8.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page9.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page10.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page11.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page12.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page13.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page14.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page15.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page16.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page17.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page18.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page19.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page20.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page21.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page22.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page23.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page24.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page25.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page26.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page27.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page28.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page29.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page30.tiff
source=TCS_Exit TL - IPSA_PT [Executed_1.28.2025]#page31.tiff

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of January 28, 2025, by and among THE CONTAINER STORE, INC., a Texas corporation, C STUDIO MANUFACTURING LLC, a Delaware limited liability company (each, the “Grantor”), and ACQUIOM AGENCY SERVICES LLC, as collateral agent (in such capacity, the “Collateral Agent”) for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Term Loan Credit Agreement, dated as of January 28, 2025 (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), by and among, among others, the Grantor, Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and Seaport Loan Products LLC (“Seaport”), as co-administrative agent (in such capacities, together with their respective successors and assigns in such capacities, shall hereinafter be jointly referred to for common activities or rights as the “Administrative Agent”) for its own benefit and the benefit of the other Credit Parties, the Collateral Agent, and the lenders from time to time party thereto (individually, a “Lender” and, collectively, the “Lenders”), pursuant to which the Lenders have agreed to make Loans to the Grantor, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make Loans, among other things, the execution and delivery by the Grantor of (i) that certain Security Agreement, dated as of January 28, 2025 (as amended, modified, supplemented or restated and in effect from time to time, the “Security Agreement”), by and among, among others, the Grantor and the Collateral Agent, pursuant to which the Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which the Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or permitted assigns), hereby agrees as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in

effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Administrative Agent” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Collateral” shall have the meaning assigned to such term in the Security Agreement.

“Collateral Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall mean all present and future trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses; internet domain names, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights and Copyright Licenses; unpatented inventions (whether or not patentable); Patents and Patent Licenses; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other agreement providing for the grant by or to the Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of the Grantor, 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 United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Permitted Liens” shall have the meaning assigned to such term in the Security Agreement.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement).

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Article I of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to 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 “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, 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;
- (h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (i) All of the Grantor’s rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything to the contrary herein, the exceptions to Collateral as described in the proviso of the defined term “Collateral” shall apply to IP Collateral.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g):

- (a) Pay all renewal fees and other fees and costs associated with maintaining and prosecuting any Patent, Trademark, or Copyright applied for or registered with the PTO or Copyright Office and owned by such Grantor, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Patent, Trademark, or Copyright is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.

(b) Take all actions reasonably necessary to prevent any Intellectual Property owned by such Grantor from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, (i) to the extent that such Grantor determines, in its reasonable business judgment, that any such Intellectual Property is no longer material to the conduct of its business, and (ii) no Material Adverse Effect would result therefrom.

(c) At the Grantor's sole cost and expense, pursue the processing and prosecution of each application for registration of any Patent, Trademark, or Copyright which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantor's sole cost and expense, take any and all action that such Grantor reasonably deem necessary or desirable under the circumstances to protect any Intellectual Property owned by such Grantor from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, the Grantor represents and warrants that:

(a) **EXHIBIT A** sets forth a true, correct, and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** sets forth a true, correct, and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** sets forth a true, correct, and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B** and **C**, none of the material Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All Intellectual Property owned by the Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging the ownership or right to use by such

Grantor of any of its Intellectual Property, or the validity or enforceability of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of any Intellectual Property does not infringe the intellectual property rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) [Reserved.]

(h) Such Grantor shall give the Collateral Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, or being issued a registration in or receiving an issuance of, any new Patent, Copyright or Trademark (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Patent, Copyright or Trademark may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development regarding such Grantor's use or ownership of, or the validity or enforceability of, any Patent, Copyright or Trademark or such Grantor's right to register the same or to own and maintain the same (except for office actions routine to the prosecution of Patents, Copyrights or Trademarks).

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional Intellectual Property acquired by the Grantor, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by the Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Collateral Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5.

(b) The Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing

purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

(c) Prior to the satisfaction of the Discharge of the Term Obligations, with respect to any obligation under this Section 5 or any Collateral Document to deliver possession or control of any Collateral on which there is a First Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the Collateral Agent.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor provides the Collateral Agent with written notice of the Grantor's institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantor, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) the Grantor's failure, within fifteen (15) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an

Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) The Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of,

the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments have expired or been terminated, and (ii) all of the Secured Obligations have been indefeasibly paid in full in cash or otherwise satisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement or the Credit Agreement), at which time the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of the Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by electronic mail or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor

Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control, provided that nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement as between the Grantor and the Collateral Agent, which shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

THE CONTAINER STORE, INC.

Signed by:
By: Jeffrey A. Miller
D093527C2D81495...

Name: Jeffrey A. Miller

Title: Chief Financial Officer

C STUDIO MANUFACTURING LLC

Signed by:
By: Jeffrey A. Miller
D093527C2D81495...

Name: Jeffrey A. Miller

Title: Chief Financial Officer

COLLATERAL AGENT:

ACQUIOM AGENCY SERVICES LLC

By: *Lisha John*

Name: LISHA JOHN

Title: DIRECTOR

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Title	Owner	Registration No.	Registration Date
Annual 30% off Elfa sale : the Container store closet planning guide.	the Container Store, Inc.	TX0002800400	4/16/1990
The Container Store closet planning guide.	the Container Store, Inc.	TX0002802414	4/11/1990
The Container Store, organization university : guide for college-bound students.	the Container Store, Inc.	TX0002970414	9/11/1990
Book box.	Container Store, Inc.	TX0003816401	10/20/1994
The Container Store clothing storage and protection guidelines.	Container Store, Inc.	TX0003834371	8/29/1994
No one offers you more ways to pack it, wrap it, move it, ship it, or store it. The Container Store.	Container Store, Inc.	TX0003834372	8/29/1994
The Container Store steps to organize space.	Container Store, Inc.	TX0003834373	8/29/1994
The Container Store holiday gift ideas.	Container Store, Inc.	TX0003834374	8/29/1994
Christmas 1993.	Container Store, Inc.	TX0003834375	8/29/1994
The Container Store : the basic six.	Container Store, Inc.	TX0004003609	3/27/1995
A parent's guide to back to school	Container Store, Inc.	TX0004003610	3/27/1995
Elfa Easy Hang Shelving	Container Store, Inc.	TX0004003611	3/27/1995
Save 30-50% off our most popular items during our spring organization sale.	Container Store, Inc.	TX0004003612	3/27/1995
The Container Store tax shelters \$1.19 and up.	Container Store, Inc.	TX0004003613	3/27/1995
The Container Store closet planning guide.	Container Store, Inc.	TX0004003614	3/27/1995
Skandia shelving : the Container Store.	Container Store, Inc.	TX0004003615	3/27/1995
Let it sale, let it sale, let it sale! : the Container Store.	Container Store, Inc.	TX0004003616	3/27/1995
Organize your space : the Container Store.	Container Store, Inc.	TX0004003617	3/27/1995
Gifts for the graduate.	Container Store, Inc.	TX0004008241	3/30/1995

Exhibit A-1

Title	Owner	Registration No.	Registration Date
Elfa easy hang shelving.	Container Store, Inc.	TX0004279310	5/3/1996
The Container Store guide for beautiful bows.	Container Store, Inc.	TX0004279311	5/3/1996
Grids and accessories.	Container Store, Inc.	TX0004279312	5/3/1996
Camptime : a guide to the basics.	Container Store, Inc.	TX0004279313	5/3/1996
Developing independence in your child.	Container Store	TX0004284282	5/3/1996
10% off your next purchase--the Container Store.	Container Store, Inc.	TX0004315055	5/24/1996
The Container Store packing & shipping guide.	Container Store, Inc.	TX0004315056	5/24/1996
The Container Store--we'll help you organize your closet for spring--for free.	Container Store, Inc.	TX0004315057	5/24/1996
Elfa Easy Glider.	Container Store, Inc.	TX0004315058	5/24/1996
We've sheared 40 to 50% off for our spring closet sale--the Container Store.	Container Store, Inc.	TX0004315059	5/24/1996
Home sweet home--the Container Store.	Container Store, Inc.	TX0004315060	5/24/1996
Organized State--the Container Store guide for college-bound students.	Container Store, Inc.	TX0004315061	5/24/1996
Why we're your best source for Christmas gifts! The Container Store.	Container Store, Inc.	TX0004315062	5/24/1996
Christmas giving ideas from the Container Store.	Container Store, Inc.	TX0004315063	5/24/1996
VA-VA Voom Storage.	Container Store, Inc.	VA0001409453	4/23/2007
Organize before you itemize.	The Container Store, Inc.	VA0001413060	4/24/2007
Shoe Storage That Fits Your Style.	The Container Store, Inc.	VA0001622603	9/6/2007
New Hot Fabulous!	The Container Store, Inc.	VA0001622612	9/6/2007
Where are you going this summer? :Be An Organized Traveler.	The Container Store, Inc.	VA0001622613	9/6/2007
Wrap It Up!	The Container Store, Inc.	VA0001622750	9/6/2007
Stocking Stuffer Spectacular!	The Container Store, Inc.	VA0001622912	8/30/2007
have a grad or know one? : give the gift of organization.	The Container Store, Inc.	VA0001629018	9/6/2007

Exhibit A-2

Title	Owner	Registration No.	Registration Date
Naturally Organized.	The Container Store, Inc.	VA0001629046	8/30/2007
Colorfully Contained!	The Container Store, Inc.	VA0001629071	8/30/2007
Our Annual Storewide Shelving Sale.	The Container Store, Inc.	VA0001687829	11/3/2008
Back to School-Organized!	The Container Store, Inc.	VA0001695370	10/15/2008
Dorm Give Yourself Some Space.	The Container Store, Inc.	VA0001706449	11/21/2008
Beautiful Versatile Space-Saving Our Shelving Collection.	The Container Store, Inc.	VA0001734700	11/21/2008
Clearly Artful Storage The Container Store + Umbra.	The Container Store, Inc.	VA0001740006	6/14/2010
The Container Store Beautiful Versatile Space-Saving Our Shelving Collection 2009.	The Container Store, Inc.	VA0001740007	6/14/2010
Tax Time Sale - Organize Before You Itemize.	The Container Store, Inc.	VA0001740206	7/26/2010
Storage for Kids of All Ages.	The Container Store, Inc.	VA0001740208	7/26/2010
The Container Store Our Gift Wrap Wonderland 2008.	The Container Store, Inc.	VA0001740494	6/14/2010
The Container Store Our Gift Wrap Wonderland 2009.	The Container Store, Inc.	VA0001740498	6/14/2010
Introducing Elfa Utility.	The Container Store, Inc.	VA0001743997	10/22/2010
Dorm - Give Yourself Some Space.	The Container Store, Inc.	VA0001744008	10/22/2010
Fun Storage For Neat Kids.	The Container Store, Inc.	VA0001744042	10/22/2010
The Container Store elfa Happiness Is An Organized Closet.	The Container Store, Inc.	VA0001745751	6/14/2010
10 Easy Ideas for Organizing Your Home.	The Container Store, Inc.	VA0001746051	10/28/2008
Shoe Storage That Fits Your Style.	The Container Store, Inc.	VA0001756697	1/21/2011
The Container Store Spring Organization Sale 2011.	The Container Store, Inc.	VA0001802676	6/14/2011
Umbra 30 Years The Container Store Together Bringing Good Design To Your Everyday.	The Container Store, Inc.	VA0001802683	6/14/2011
The Container Store Back To School 2011.	The Container Store, Inc. d.b.a. The Container Store	VA0001789295	8/16/2011
The Container Store Happy Organized Home Sale 2011.	The Container Store, inc. d.b.a. The Container Store	VA0001786661	8/16/2011

Exhibit A-3

Title	Owner	Registration No.	Registration Date
The Container Store Show Off Your Storage 2011.	The Container Store, Inc. d.b.a. The Container Store	VA0001785591	6/14/2011
The Container Store Dorm 2010.	The Container Store, Inc. d.b.a. The Container Store	VA0001802672	6/14/2011
Lead the Pack in Organization Back To School 2010 The Container Store.	The Container Store, Inc. d.b.a. The Container Store	VA0001802674	6/14/2011
The Container Store elfa. More Room in Your Closet. More Time in Your Life. More Value Than Ever!	The Container Store, Inc. d.b.a. The Container Store	VA0001752844	5/3/2010
The Container Store Fun Storage For Neat Kids.	The Container Store, Inc. d.b.a. The Container Store	VA0001756514	1/20/2011
The Container Store Life's More Fun When You're Organized! 2010.	The Container Store, Inc. d.b.a. The Container Store	VA0001774418	6/14/2010
The Container Store Love Your Luggage! Our Organized Traveler SALE 2010.	The Container Store, Inc. d.b.a. The Container Store	VA0001740496	6/14/2010
LEAVE LESS BEHIND Innovative, eco-friendly products from Umbra + The Container Store.	The Container Store, Inc. d.b.a. The Container Store	VA0001740497	6/14/2010
The Container Store Our Annual elfa SALE 30% off elfa 30% off installation too!	The Container Store, Inc. d.b.a. The Container Store	VA0001789270	6/14/2011
The Container Store Our Gift Wrap Wonderland 2010.	The Container Store, Inc. d.b.a. The Container Store	VA0001801575	6/14/2011
The Container Store Spring Organization Sale.	The Container Store, Inc. d.b.a. The Container Store	VA0001752851	5/3/2010
The Container Store Work Smart Office Sale.	The Container Store, Inc. d.b.a. The Container Store	VA0001752842	5/3/2010
Life's More Fun When You're Organized!	The Container Store, Inc. d.b.a. The Container Store	VA0001744039	10/22/2010
Tax Time Sale : Organize Before you Itemize!	The Container Store, Inc. d.b.a. The Container Store	VA0001744000	10/22/2010
The Container Store Organize Your Holiday Treasures.	The Container Store, Inc. d.b.a. The Container Store	VA0001756513	1/20/2011
The Container Store Our Annual elfa Sale 30% Off elfa 30% Off elfa Installation.	The Container Store, Inc. d.b.a. The Container Store	VA0001752845	5/3/2010

Exhibit A-4

Title	Owner	Registration No.	Registration Date
The Container Store Plan It. Pack it. Enjoy It. Our Organized Traveler Sale 2009.	The Container Store, Inc. d.b.a. The Container Store	VA0001752841	5/3/2010
Spring Organization Sale - Everything elfa on Sale Again! 30% Off.	The Container Store, Inc. d.b.a. The Container Store	VA0001740209	7/26/2010
Where Are You Going This Summer? : Be An Organized Traveler.	The Container Store, Inc. d.b.a. The Container Store	VA0001740210	7/26/2010
The Container Store Summer Camp In Organized Style! 2009.	The Container Store, Inc. d.b.a. The Container Store	VA0001752848	5/3/2010
The Container Store Back To School 2009.	The Container Store, Inc. d.b.a. The Container Store	VA0001752847	5/3/2010
Everything elfa On Sale Again! 30% Off.	The Container Store, Inc. d.b.a. The Container Store	VA0001744004	10/22/2010
The Container Store Happy Organized Home Sale 2009.	The Container Store, Inc. d.b.a. The Container Store	VA0001752839	5/3/2010
The Container Store Hurry, They Won't Last! Our Fabulous 2009 Stocking Stuffers!	The Container Store, Inc. d.b.a. The Container Store	VA0001742931	6/14/2010
The Container Store Summer Sale 2008 Life's More Fun When You're Organized!	The Container Store, Inc. d.b.a. The Container Store	VA0001756512	1/20/2011
Hang On!	The Container Store, Inc. d.b.a. The Container Store	VA0001744043	10/22/2010
The Container Store Organize Your Holiday Treasures 2008.	The Container Store, Inc. d.b.a. The Container Store	VA0001740495	6/14/2010
The Container Store Something Fun for Everyone! Our 2008 Stocking Stuffer Collection.	The Container Store, Inc. d.b.a. The Container Store	VA0001740499	6/14/2010
Spring Organization Sale.	The Container Store, Inc. d.b.a. The Container Store	VA0001744002	10/22/2010
The Box Book Best selection in town Best boxes around.	The Container Store, inc. d.b.a. The Container Store	VA0001805512	6/14/2011
The Container Store Work Smart Office Sale 2011.	The Container Store, Inc, d/b/a, The Container Store	VA0001805525	6/14/2011
The Container Store St. Nick's Top Picks Our 2010 Stocking Stuffers have arrived!	The Container Store, Inc. d.b.a. The Container Store	VA0001805165	6/14/2011
The Container Store elfa Everything can be organized.	The Container Store, Inc. d.b.a. The Container Store	VA0001805511	6/14/2011

Exhibit A-5

Title	Owner	Registration No.	Registration Date
Happy Organized Home Sale.	The Container Store, Inc. d.b.a. The Container Store	VA0001805522	6/14/2011
Beautiful. Versatile. Space-Saving. Our Shelving Collection.	The Container Store, Inc. d.b.a. The Container Store	VA0001805528	6/14/2011
Organize Your Holiday Treasures.	The Container Store, Inc. d.b.a. The Container Store	VA0001805543	6/14/2011
Our Annual Storewide Shelving Sale Our Huge Collection is 25% Off!	The Container Store, Inc. d.b.a. The Container Store	VA0001805523	6/14/2011
Love Your Luggage Our Orga- nized Traveler Sale.	The Container Store, Inc.	VA0001805653	6/14/2011
Have a GRAD or know ONE? DORM.	The Container Store, Inc.	VA0001805674	6/14/2011
The Container Store Our Annual Shelving Sale 25% OFF! 25% OFF elfa Installation too!	The Container Store, Inc.	VA0001839363	1/30/2012
The Container Store Our Annual elfa Sale 30% OFF 30% Off Instal- lation too! 2011.	The Container Store, Inc.	VA0001839364	1/30/2012
The Container Store UPSTANDING STORAGE Our Shelving Collection 2011.	The Container Store, Inc.	VA0001839365	1/30/2012
The Container Store + Umbra modern + fun 2011.	The Container Store, Inc.	VA0001839367	1/30/2012
The Container Store Preserve the Holiday Spirit Holiday Storage and Organization Solutions 2011.	The Container Store, Inc.	VA0001839368	1/30/2012
The Container Store Closet Chic Three New and Exclusive Closet Collections 2011.	The Container Store, Inc.	VA0001839369	1/30/2012
The Container Store Our Gift Wrap Wonderland 2011.	The Container Store, Inc.	VA0001839371	1/30/2012
The Container Store Life's More Fun When You're Organized! 2011.	The Container Store, Inc.	VA0001839372	1/30/2012
The Container Store You're Gonna Need a Bigger Stocking! Our 2011 Stocking Stuffer Collection.	The Container Store, Inc.	VA0001839373	1/30/2012

Exhibit A-6

LEGAL_US_E # 184637381.5

PATENT
REEL: 070054 FRAME: 0644

Title	Owner	Registration No.	Registration Date
The Container Store elfa Everything can be organized 2012.	The Container Store, Inc.	VA0001839374	1/30/2012
Stocking Stuffer 2012.	The Container Store, Inc.	VA0001857135	1/24/2013
CS GWW Elfa Closet 2012.	The Container Store, Inc.	VA0001880376	10/10/2013
Container Store Elfa Laundry Closet 2007.	The Container Store, Inc.	VA0001880384	9/19/2013
Container Store, Boy with Drinking Straw 2011.	The Container Store, Inc.	VA0001883692	10/22/2013
The Container Store Gift Wrap Wonderland 2013.	The Container Store, Inc.	VA0001920159	4/14/2014
The Container Store Get Showered with Organization Tips, ideas and inspiration for the ultimate bridal shower. 2014.	The Container Store, Inc.	VA0001920160	4/14/2014
The Container Store elfa Everything can be organized 2014.	The Container Store, Inc.	VA0001920162	4/14/2014
The Container Store Our Shelving Collection 2014.	The Container Store, Inc.	VA0001920164	4/14/2014
The Container Store Our Annual elfa Sale 30% OFF 2013.	The Container Store, Inc.	VA0001920167	4/14/2014
The Container Store Our Annual Shelvinct Sale 25% OFF! 2013.	The Container Store, Inc.	VA0001920171	4/14/2014
The Container Store A Whole Lot of Happy Save 10% On Your Next Purchase New Customer 2013.	The Container Store, Inc.	VA0001927655	4/16/2014
Our Annual Shelving Sale 25% OFF! 25% OFF elfa installation too!	The Container Store, Inc.	VA0001943792	1/24/2013
Perfectly Packed Away Holiday Storage and Organization Solutions.	The Container Store, Inc.	VA0001943794	1/24/2013
Love Yourselves Our Shelving Collection.	The Container Store, Inc.	VA0001943801	1/24/2013

Exhibit A-7

Title	Owner	Registration No.	Registration Date
A Little Organization = A WHOLE LOT OF HAPPY.	The Container Store, Inc.	VA0001943911	1/24/2013
Back to School 2012	The Container Store, Inc.	VA0001943917	1/24/2013
Have A Grad Or Know One? Help Them Live Large In 225 Square Feet.	The Container Store, Inc.	VA0001943921	1/24/2013
Design in Motion The Container Store + Umbra.	The Container Store, Inc.	VA0001943926	1/24/2013
Container Store Learn What We Stand For!	The Container Store, Inc.	VA0001943941	1/24/2013
The Container Store Gift Wrap Wonderland 2012.	The Container Store, Inc.	VA0001943947	1/24/2013
Dreaming of a Dream Closet?	The Container Store, Inc.	VA0001943955	1/24/2013
Go Organized! Travel Sale.	The Container Store, Inc.	VA0001943973	1/24/2013
Our Annual elfa Sale 30% Off 2012 30% Off Installation.	The Container Store, Inc.	VA0001943989	1/24/2013
Closet Works 360 Organizer 1.	C Studio Manufacturing LLC ¹	VA0001945108	10/20/2014
[Picture 2, et al.]	C Studio Manufacturing LLC ²	VA0001945109	10/20/2014
Closet Organizer CAD.	C Studio Manufacturing LLC ³	VA0001945139	1/15/2015
Spring Organization Sale.	The Container Store, Inc.	VA0001945445	1/24/2013

¹ Formerly known as "Closet Works, LLC"

² Formerly known as "Closet Works, LLC"

³ Formerly known as "Closet Works, LLC"

Title	Owner	Registration No.	Registration Date
The Container Store Perfectly Packed Away Holiday Storage and Organizational Solutions 2013.	The Container Store, Inc.	VA0001947545	4/16/2014
The Container Store Happy Organized Home Sale 2013.	The Container Store, Inc.	VA0001948212	10/23/2013
The Container Store Love Your Luggage Go Organized Travel Sale 2013.	The Container Store, Inc.	VA0001948235	10/23/2013
The Container Store Work Smart Office Sale 2012.	The Container Store, Inc.	VA0001948237	10/23/2013
The Container Store Work Smart Office Sale 2013.	The Container Store, Inc.	VA0001948247	10/23/2013
The Container Store Spring Organization Sale 2013.	The Container Store, Inc.	VA0001948248	10/23/2013
The Container Store Happy Organized Home Sale 2014.	The Container Store, Inc.	VA0001990898	10/2/2014
The Container Store DORM Clever+Stylish+ON SALE.	The Container Store, Inc.	VA0001990899	10/2/2014
The Container Store Love Your Luggage & Go Organized Sale 2014.	The Container Store, Inc.	VA0001991040	10/2/2014
The Container Store - elfa Everything can be organized 2014.	The Container Store, Inc.	VA0001991041	10/2/2014
The Container Store Lockers & Lunches.	The Container Store, Inc.	VA0001991045	10/2/2014
The Container Store Lockers and Lunches.	The Container Store, Inc.	VA0001991080	1/23/2014
The Container Store 36 Tempting Kitchen Solutions 2013.	The Container Store, Inc.	VA0001991099	1/23/2014
The Container Store Happy Organized Home Sale.	The Container Store, Inc.	VA0001991100	1/23/2014
The Container Store Our Shelving Collection 2013.	The Container Store, Inc.	VA0001991101	1/23/2014
The Container Store - Our Annual Shelving Sale 25% OFF + 25% OFF elfa Installation too!	The Container Store, Inc.	VA0001991237	10/2/2014

Exhibit A-9

Title	Owner	Registration No.	Registration Date
The Container Store Project Spring - Spring Organization Sale 2014.	The Container Store, Inc.	VA0001991239	10/2/2014
Contained Home customized design & organization service.	The Container Store, Inc.	VA0001992627	6/25/2015
The Container Store Have fun getting it done our best offer product on sale 2014.	The Container Store, Inc.	VA0002008138	4/4/2014
The Container Store Store the Holiday Spirit 2014.	The Container Store, Inc.	VA0002046468	6/25/2015
The Container Store Summer Sale 2015 Hundreds of Products on Sale to Help You Live Organized.	The Container Store, Inc.	VA0002046470	6/25/2015
The Container Store Spring Organization Sale More Time for Springtime: Closet/Kitchen Version 2015.	The Container Store, Inc.	VA0002046472	6/25/2015
The Container Store Orderly. Office. Sale 2015.	The Container Store, Inc.	VA0002046478	6/25/2015
The Container Store Our Annual elfa Sale 30% Off + 30% Off Installation Too! Happy. Organized. Life. 2014-2015.	The Container Store, Inc.	VA0002046482	6/25/2015
The Container Store Spring Organization Sale More Time for Springtime: Utility Version 2015.	The Container Store, Inc.	VA0002046486	6/25/2015
The Container Store Don't Worry Santa, We've Got This! 2014 Stocking Stuffers.	The Container Store, Inc.	VA0002046489	6/25/2015
The Container Store Our Best-Selling Travel Products on SALE 2015.	The Container Store, Inc.	VA0002046490	6/25/2015
The Container Store Make The Holidays Shine Our Gift Wrap Wonderland 2014.	The Container Store, Inc.	VA0002046492	6/25/2015
College @ Container Store 2015 Major In Dorm Envy.	The Container Store, Inc.	VA0002046494	6/25/2015
The Container Store "Walk-in" to something wonderful elfa® Everything can be organized® 2016.	The Container Store, Inc.	VA0002082987	2/8/2017

Exhibit A-10

Title	Owner	Registration No.	Registration Date
The Container Store Let the Celebrations Begin! Shop Our Gift Wrap Wonderland.	The Container Store, Inc.	VA0002082988	2/8/2017
The Container Store Shelving Sale Including Everything.	The Container Store, Inc.	VA0002082992	2/8/2017
The Container Store Our 2017 Shelvinor Collection.	The Container Store, Inc.	VA0002082993	2/8/2017
TCS Closets By The Container Store 2016.	The Container Store, Inc.	VA0002082999	2/8/2017
The Container Store College 2016.	The Container Store, Inc.	VA0002083002	2/8/2017
The Container Store Shelving Sale Including Everything elfa 25% OFF! + 25% off Installation Too 2016.	The Container Store, Inc.	VA0002083003	2/8/2017
The Container Store Kiss Clutter Goodbye Sale 2016.	Container Store, Inc.	VA0002083006	2/8/2017
The Container Store Solutions For Every Space.	The Container Store, Inc.	VA0002083008	2/8/2017
The Container Store St. Nick's Top Picks! Our 2015 Stocking Stuffer Collection.	The Container Store, Inc.	VA0002083085	2/8/2017
The Container Store Perfectly Packed Away Holiday Storage Made Simple 2016.	The Container Store, Inc.	VA0002083086	2/8/2017
The Container Store First Class Travel Sale at Coach Prices.	The Container Store, Inc.	VA0002083087	2/8/2017
The Container Store Gift Wrap Wonderland The World's Most Celebrated Collection of Gift Wrap, Ribbons, Totes, Tags, and More 2016.	The Container Store, Inc.	VA0002083088	2/8/2017
The Container Store WORK IN COLOR orderly office Sale 2016.	The Container Store, Inc.	VA0002083220	2/8/2017
The Container Store Store, Protect, and Treasure 2015.	The Container Store, Inc.	VA0002083256	2/8/2017

Exhibit A-11

Title	Owner	Registration No.	Registration Date
The Container Store St. Nick's Top Picks! Our 2016 Stocking Stuffer Collection.	The Container Store, Inc.	VA0002083267	2/8/2017
The Container Store Get Your Life Together Sale 2016.	The Container Store, Inc.	VA0002083291	2/8/2017
The Container Store Organized Day Sale 2017.	The Container Store, Inc.	VA0002083663	8/10/2017
The Container Store Everything Kitchen & Pantry 15% OFF.	The Container Store, Inc.	VA0002083691	8/10/2017
The Container Store Destination Organized Travel Sale.	The Container Store, Inc.	VA0002083692	8/10/2017
The Container Store All Closet Essentials 15% OFF.	The Container Store, Inc.	VA0002083700	8/10/2017
The Container Store Customer Favorites Sale 2017.	The Container Store, Inc.	VA0002084235	8/10/2017
The Container Store elfa Custom Closets, Garages, Pantries & More 2017.	The Container Store, Inc.	VA0002084252	8/10/2017
More Than A Few of Our Favorite Things Holiday 2017 The Container Store.	The Container Store, Inc.	VA0002140047	3/22/2018
The Container Store The Ultimate Garage Solution 2018.	The Container Store, Inc.	VA0002157455	12/11/2018
The Container Store Closet Essentials 25% OFF 2018.	The Container Store, Inc.	VA0002157691	12/18/2018
The Container Store Create Something Wonderful 2018.	The Container Store, Inc.	VA0002158473	12/18/2018
The Container Store Our Shelving Collection Any Space. Any Size. Any Budget.	The Container Store, Inc.	VA0002159122	12/18/2018
The Container Store Holiday Storage Made Simple 2018.	The Container Store, Inc.	VA0002159284	12/18/2018
The Container Store Customer Favorites Sale 2018.	The Container Store, Inc.	VA0002159687	12/18/2018
2019 25% OFF Travel Essentials DM.	The Container Store, Inc.	VA0002193552	9/5/2019

Exhibit A-12

Title	Owner	Registration No.	Registration Date
2019 Save Up To \$2,000 on a New Avera Closet.	The Container Store, Inc.	VA0002193699	9/6/2019
2018 The Container Store Elfa SALE 30% OFF 30% Off Custom Closets, Garages, Pantries & More.	The Container Store, Inc.	VA0002194740	5/9/2019
2019 Custom Closets Sale Early Access- Save up to 25% at our transformed Farmers Market Location.	The Container	VA0002195373	9/5/2019
2018-2019 The Container Store Kitchen & Pantry essentials 25% OFF.	The Container Store, Inc.	VA0002195391	8/7/2019
2019 CUSTOMER FAVORITES SALE up to 30% OFF.	The Container Store, Inc.	VA0002214690	9/5/2019
2019 Kitchen & Pantry Holiday Sale.	The Container Store, Inc.	VA0002215010	2/24/2020
2019 elfa COMPONENT PRICING GUIDE.	The Container Store, Inc.	VA0002221371	9/4/2019
2019 Holiday Sale.	The Container Store, Inc.	VA0002221705	3/2/2020
2019 Elfa Sale 30% Off.	The Container Store	VA0002289678	3/5/2020
The Container Store + Umbra double/take 2013.	The Container Store, Inc.	VA0001991086	1/23/2014
The Container Store Unexpected. Unpredictable. Under the Tree. Gift Wrap Wonderland.	The Container Store, Inc.	VA0002159831	3/22/2018
Holiday Storage Made Simple 2017 The Container Store.	The Container Store, Inc.	VA0002159833	3/22/2018
The Container Store Elfa For Every Size & Every Budget 2018.	The Container Store, Inc.	VA0002157668	12/18/2018
The Container Store Functional. Simple. Easy. Travel Sale 2018.	The Container Store, Inc.	VA0002171000	12/18/2018
The Container Store Kitchen & Pantry 25% OFF 2018.	The Container Store, Inc.	VA0002171004	12/18/2018

Exhibit A-13

Title	Owner	Registration No.	Registration Date
The Container Store Make Space For the Holidays 2018.	The Container Store, Inc.	VA0002184007	12/18/2018
The Container Store Shelving Sale 2018 All Shelving and Elfa Solutions 25% Off.	The Container Store, Inc.	VA0002157666	12/18/2018
2018-19 The Container Store Where Space Comes From The Elfa Sale Just Got Better.	The Container Store, Inc.	VA0002216772	5/9/2019
2019 CUSTOM CLOSET EVENT DM.	The Container Store, Inc.	VA0002214905	9/4/2019
2019 Custom Closets Sale - up to 25% off.	The Container Store, Inc.	VA0002218773	9/4/2019
2019 elfa Custom Closets, garages, Pantries & More.	The Container Store, Inc.	VA0002214788	9/4/2019
2019 Introducing NEW AVERA CUSTOM CLOSETS.	The Container Store, Inc.	VA0002219034	9/4/2019
2019 INTRODUCING NEW AVERA CUSTOM CLOSETS.	The Container Store, Inc.	VA0002216852	9/24/2019
2019 More Space For Less - 25% off Elfa, Shelving & More.	The Container Store, Inc.	VA0002214789	9/4/2019
2019 SALE 25% OFF Make Space For Summer.	The Container Store, Inc.	VA0002214906	9/4/2019
Catalog Closet Works, 1999.	C Studio Manufacturing LLC ⁴	TX0005872282	12/21/2001

Copyright Licenses

None.

⁴ Formerly known as "Closet Works, Inc."

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations and Patent Applications

Patent	Owner	Application No.	Applica-tion Date	Patent No.	Issue Date
SUSPENSION DEVICE	The Container Store, Inc.	10/868038	6/16/04	7178769	2/20/07
COMPUTER SUPPORTED RETAIL SHOPPING SYSTEMS AND METHODS	The Container Store	11/450746	6/9/06	7681790	3/23/10
Wall-Mounted, Configurable Storage System	The Container Store, Inc. Elfa International AB	16759727	4/27/2020	11583074	2/21/2023
Magazine File	The Container Store, Inc.	29765923	1/12/2021	D1001888	10/17/2023
Monitor Riser	The Container Store, Inc.	29765921	1/12/2021	D1005998	11/28/2023
Hanger for Accessories	The Container Store, Inc.	29765916	1/12/2021	D955762	6/28/2022
Clothes Hanger	The Container Store, Inc.	29765914	1/12/2021	D955763	6/28/2022
Clothes Hanger for Pants and Skirts	The Container Store, Inc.	29765915	1/12/2021	D955764	6/28/2022
Desktop Organizer	The Container Store, Inc.	29765920	1/12/2021	D956864	7/5/2022
Pencil Organizer	The Container Store, Inc.	29765922	1/12/2021	D956865	7/5/2022
Desktop File	The Container Store, Inc.	29765919	1/12/2021	D956866	7/5/2022
Pantry Bin	The Container Store, Inc.	29765924	1/12/2021	D973446	12/27/2022
File Organizer	The Container Store, Inc.	29765918	1/12/2021	D974467	1/3/2023
Letter Tray	The Container Store, Inc.	29765917	1/12/2021	D978239	2/14/2023
Drawer Organizer	The Container Store, Inc.	29766554	1/15/2021	D971691	12/6/2022
Extendable Storage Component for a Storage System	The Container Store, Inc.	17763649	3/25/2022		

Exhibit B-1

	Elfa International AB				
--	-----------------------	--	--	--	--


Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Trademark Applications

Mark	Owner	Applica- tion No.	Filing Date	Reg. No.	Reg. Date
THE CONTAINER STORE	The Container Store, Inc.	73/209963	4/2/79	1164143	8/4/81
CONTAIN YOURSELF!	The Container Store, Inc.	73/318980	7/14/81	1257975	11/15/83
CONTAIN IT	The Container Store, Inc.	73/537838	5/14/85	1373123	11/26/85
THE CONTAINER STORE	The Container Store, Inc.	74/196476	8/20/91	1713572	9/8/92
	The Container Store, Inc.	74/511018	4/11/94	1911969	8/15/95
BLUE WATERS	The Container Store, Inc.	74/536651	6/13/94	1930313	10/24/95
EVENING GARDEN	The Container Store, Inc.	74/536655	6/13/94	1930314	10/24/95
THE CONTAINER STORE	The Container Store, Inc.	74/604750	11/30/94	1940914	12/12/95
HERBAL CUCUMBER	The Container Store, Inc.	75/082201	4/1/96	2077172	7/8/97
THE CONTAINER STORE	The Container Store, Inc.	75/476151	4/28/98	2470015	7/17/01
THE ORIGINAL STORAGE AND ORGANIZATION STORE	The Container Store, Inc.	75/736821	6/25/99	2486687	9/11/01
WHO SAYS A STORE CAN'T CHANGE YOUR LIFE?	The Container Store, Inc.	76/481739	1/13/03	2790892	12/9/03
LIFE'S LITTLE PLEASURES. ORGANIZED.	The Container Store, Inc.	78/624977	5/6/05	3231091	4/17/07
GOSHOP!	The Container Store, Inc.	78/639985	5/31/05	3259305	7/3/07
LIFE'S MORE FUN WHEN YOU'RE ORGANIZED	The Container Store, Inc.	78/640709	5/31/05	3320086	10/23/07

Schedule C-1

DORM ROOM BASIC SIX	The Container Store, Inc.	77/490689	6/4/08	3642234	6/23/09
GOSHOP!	The Container Store, Inc	77/657936	1/27/09	3663470	8/4/09
NESTING SMILE DESIGN	The Container Store, Inc.	97088483	10/22/2021	6891063	11/1/2022
PROMISE OF AN ORGANIZED LIFE	The Container Store, Inc.	86678209	6/29/2015	5536102	8/7/2018
1 GREAT PERSON = 3 GOOD PEOPLE	The Container Store, Inc.	85968534	6/24/2013	4459252	12/31/2013
AIR OF EXCITEMENT	The Container Store, Inc.	85968591	6/24/2013	4459258	12/31/2013
COMMUNICATION IS LEADERSHIP	The Container Store, Inc.	85968551	6/24/2013	4459253	12/31/2013
CONTAINER STORIES	The Container Store, Inc.	86453841	11/13/2014	5098144	12/13/2016
LAREN	The Container Store, Inc.	88126773	9/21/2018	5830208	8/6/2019
ORGANIZATION STUDIO	The Container Store, Inc.	87774350	1/29/2018	5759532	5/21/2019
ORGANIZED INSIDER	The Container Store, Inc.	97210348	1/10/2022	7063634	5/23/2023
PRESTON	The Container Store, Inc.	97259779	2/9/2022	7208669	10/31/2023
THE BEST SELECTION, SERVICE & PRICE	The Container Store, Inc.	85968568	6/24/2013	4459255	12/31/2013
THE CONTAINER STORE CUSTOM SPACES	The Container Store, Inc.	97427877	5/25/2022	7063852	5/23/2023
THE EVERYTHING ORGANIZER	The Container Store, Inc.	88660262	10/18/2019	6067700	6/2/2020
WELCOME TO THE ORGANIZATION	The Container Store, Inc.	97975618	11/1/2021	7095175	6/27/2023
WHAT WE STAND FOR	The Container Store, Inc.	85948732	6/3/2013	4459196	12/31/2013
WHERE SPACE COMES FROM	The Container Store, Inc.	87820239	3/5/2018	5704921	3/19/2019
LAREN (Stylized)	The Container Store, Inc.	88434219	5/16/2019	5920492	11/26/2019
POP!	The Container Store, Inc.	86288371	5/21/2014	4663574	12/30/2014
LUXE ACRYLIC	The Container Store, Inc.	90651890	4/16/2021		

Schedule C-2

LEGAL_US_E # 184637381.5

PATENT
REEL: 070054 FRAME: 0656

CONTAINED HOME	The Container Store, Inc.	86343164	7/21/2014	4946966	4/26/2016
----------------	---------------------------	----------	-----------	---------	-----------

Trademark Licenses

None.

Schedule C-3

LEGAL_US_E # 184637381.5

RECORDED: 01/29/2025

PATENT
REEL: 070054 FRAME: 0657