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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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OPR/FINANCE

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GARDEN RIDGE FINANCE CORPORATION

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 31, 2000

2. Name and address of receiving party(ies):

Name: BANK OF AMERICA, NATIONAL ASSOCIATION

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State Texas ZIP: 75202

- Individual(s) citizenship
- Association a national banking association
- General Partnership
- Limited Partnership
- Corporation - State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/522,652

B. Trademark registration No.(s)

1,634,497
1,641,031
1,835,001
1,934,665
2,116,821
2,215,576

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):

\$ 190.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

P. Weston Musselman, Jr.
Name of Person Signing

P. Weston Musselman, Jr.
Signature

MARCH 1, 2000
Date

Total number of pages comprising cover sheet: 9

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01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK SECURITY AGREEMENT

(Garden Ridge Finance Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between GARDEN RIDGE FINANCE CORPORATION, a Delaware corporation ("Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), acting in its capacity as Agent pursuant to that certain Loan and Security Agreement dated as of January 31, 2000 (as amended, restated, or otherwise modified, the "Loan and Security Agreement") among Garden Ridge, L.P., Secured Party, and each of the other "Loan Parties" and "Lenders" party thereto (all terms defined in the Loan and Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan and Security Agreement).

R E C I T A L S:

A. Pursuant to the terms of the Loan and Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) reissues, extensions, and renewals thereof, (iii) income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each

Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan and Security Agreement.

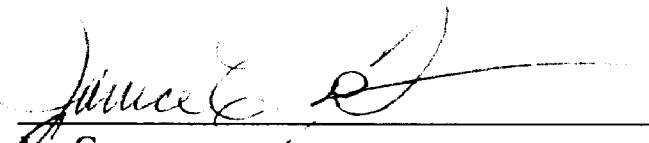
Debtor hereby (a) acknowledges and affirms that the rights and remedies of Secured Party with respect to the Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and (b) acknowledges and consents to the Lien granted pursuant to the Loan and Security Agreement to Secured Party by the Borrower in the certain Trademark and Servicemark License Agreement dated as of January 29, 1996 between Debtor and the Borrower.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 31st day of January, 2000.

DEBTOR:

GARDEN RIDGE FINANCE CORPORATION

By:



Jan George
Assistant Secretary

SECURED PARTY:

BANK OF AMERICA, NATIONAL
ASSOCIATION, as Agent

By:



Dan Lane
Vice President

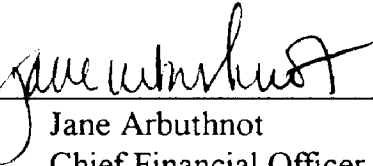
CONSENT

The undersigned, consents to the foregoing Trademark Security Agreement.

GARDEN RIDGE, L.P.

By: Garden Ridge Management, Inc.
General Partner

By:



Jane Arbuthnot
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Nevada)
)
COUNTY OF Washoe)

This instrument was acknowledged before me this 31st day of January, 2000, by Jan George, as Assistant Secretary of Garden Ridge Finance Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}



Cheryl G. Harper
Notary Public in and for the State of NV

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 31st day of January, 2000, by Dan Lane, as Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 31st day of January, 2000, by Jane Arbuthnot, Chief Financial Officer of Garden Ridge Management, Inc., General Partner of Garden Ridge, L.P., a Texas limited partnership, on behalf of said limited partnership.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this 31st day of January, 2000, by Jan George, as Assistant Secretary of Garden Ridge Finance Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 31st day of January, 2000, by Dan Lane, as Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association.



CAROL A. WARREN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 05-07-2001

Carol A. Warren

Notary Public in and for the State of Texas

My commission expires: 5/7/2001

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 31st day of January, 2000, by Jane Arbuthnot, Chief Financial Officer of Garden Ridge Management, Inc., General Partner of Garden Ridge, L.P., a Texas limited partnership, on behalf of said limited partnership.



CAROL A. WARREN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 05-07-2001

Carol A. Warren

Notary Public in and for the State of Texas

My commission expires: 5/7/2001

Schedule 1
to
Trademark Security Agreement

Registered Owner: Garden Ridge Finance Corporation

Licensed to Garden Ridge, L.P. pursuant to Trademark and Servicemark License Agreement dated January 29, 1996 between Garden Ridge Finance Corporation and Garden Ridge, L.P.

MARK	REGISTRATION NUMBER	GOOD OR SERVICES
Garden Ridge	1,634,497	Retail and wholesale store services offering home decorating and entertainment merchandise, namely, straw baskets, wicker, bamboo items, silk and dried floral items, bulk ribbons, home accent pieces, housewares, pottery, candles, linens, lightweight furniture, arts and crafts items, and general variety, arts and crafts, and home decorating items, in International Class 42
Garden Ridge	1,641,031	Brass screws and hooks, in International Class 6; baskets made from wicker and straw, in International Class 20; pottery containers, kitchen utensils, decorative plates, serving plates, kitchen containers and kitchen canisters, in International Class 21; table coverings and linens, in International Class 24, and artificial flowers, in International Class 26
Shopping Fun in the Giant Economy Size!	1,835,001	Retail and wholesale sale services offering home decorating and entertainment merchandise, namely, straw and wicker baskets; bamboo items; silk, dried and artificial flowers; living plants, bushes and trees; live and artificial Christmas trees; live and artificial Christmas wreaths; Christmas tree stands, skirts, ornaments and electric lights, bulk ribbons; houseware; pottery; beverage glassware; dinnerware; ceramic plates, plastic plates; kitchen knives, forks and spoons; cookware; bakeware, kitchen containers; kitchen canisters; glass jars for jams and jellies; decorative refrigerator magnets; tablecloths, tablemats; table linen; candles; candlesticks not of precious metal; bed sheets, pads and linens,

		bedspreads; comforters; pillows; pillow cases; bath towels; bath linens; bath rugs; bath and shower curtains; furniture; home accent pieces; rugs; lamps; vases; pots; picture frames; art prints; art pictures; graphic and printed art reproductions; posters; decorative plates; brass screws and hooks; arts and crafts paint kits, stitchery kits, and glues; paper party bags, hats and decorations; party favors in the nature of small toys; greeting and occasion cards; gift wrapping paper; stationery, smocks; candy; and general variety, arts and crafts, and home decorating items, in International Class 42
Garden Ridge	1,934,665	Retail and wholesale sale services offering home decorating and entertainment merchandise, namely, straw and wicker baskets; bamboo items; silk, dried and artificial flowers; living plants, bushes and trees; cut and artificial Christmas trees; cut and artificial Christmas wreaths; Christmas tree stands, skirts, ornaments and electric lights; bulk ribbons; houseware; pottery; beverage glassware; dinnerware; ceramic plates; plastic plates; kitchen knives, forks and spoons; cookware; bakeware, kitchen containers; kitchen canisters; glass jars for jams and jellies; decorative refrigerator magnets; tablecloths; tablemats; table linen; candles; candlesticks not of precious metal; bed sheets, pads and linens; bedspreads; comforters; pillows; pillow cases; bath towels; bath linens; bath rugs; bath and shower curtains; furniture; home accent pieces; rugs; lamps; vases; pots; picture frames; art prints; art pictures; graphic and printed art reproductions; posters; decorative plates; brass screws and hooks; arts and crafts paint kits, stitchery kits, and glues; paper party bags, hats and decorations; party favors in the nature of small toys; greeting and occasion cards; gift wrapping paper; stationery, smocks; candy; and general variety, arts and crafts, and home decorating items, in International Class 42

Do It Up Big	2,116,821	Retail shop services featuring home décor and crafts , in International Class 42
The Home Decor Marketplace	2,215,576	Retail shop services featuring home décor and crafts , in International Class 42
Discover Shopping That's Fun (applied for)	75/522652	Advertising services relating to home furnishings and crafts