

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442775

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Container Store, Inc.		08/18/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue, 3rd floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4459252	1 GREAT PERSON = 3 GOOD PEOPLE
Registration Number:	4459258	AIR OF EXCITEMENT
Registration Number:	4459253	COMMUNICATION IS LEADERSHIP
Registration Number:	4946966	CONTAINED HOME
Registration Number:	5018744	CONTAINED HOME OUR IN-HOME ORGANIZATION
Registration Number:	5098144	CONTAINER STORIES
Registration Number:	5199083	CUSTOM CLOSETS. MASTERED.
Registration Number:	4459254	FILL THE OTHER GUY'S BASKET TO THE BRIM.
Registration Number:	4459259	FOUNDATION PRINCIPLES
Registration Number:	4458990	GET TIPS. GET PERKS. GET ORGANIZED.
Registration Number:	5083362	HOLIDAY HUGS
Registration Number:	4459256	INTUITION DOES NOT COME TO AN UNPREPARED
Registration Number:	4867211	LIVE ORGANIZED. LOVE THE EXTRA TIME FOR
Registration Number:	4459257	MAN IN THE DESERT SELLING
Registration Number:	4474690	PERK-FECTION
Registration Number:	4663910	PERK-TASTIC
Registration Number:	4663574	POP!
Registration Number:	4477613	POP! IN
Registration Number:	4433785	POP! PERFECTLY ORGANIZED PERKS

OP \$740.00 4459252

Property Type	Number	Word Mark
Registration Number:	4433786	POP! PERFECTLY ORGANZIED PERKS
Registration Number:	4478254	POP! PERK
Registration Number:	4474692	POP! STAR
Registration Number:	4814536	TCS
Registration Number:	4814388	TCS CLOSETS
Registration Number:	4814537	TCS CLOSETS
Registration Number:	4459255	THE BEST SELECTION, SERVICE & PRICE
Registration Number:	4459196	WHAT WE STAND FOR
Registration Number:	4459197	WHAT WE STAND FOR ORGANIZATION WITH HEAR
Serial Number:	87457418	ESTETIC

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 214-661-7324

Email: sbertino@velaw.com

Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: CHA715/10017

NAME OF SUBMITTER: Shannon Bertino

SIGNATURE: /Shannon Bertino/

DATE SIGNED: 09/12/2017

Total Attachments: 12

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**AMENDMENT AND REAFFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT AND REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 18, 2017, by and between THE CONTAINER STORE, INC., a Texas corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent under the IP Security Agreement (as defined below) (in such capacity, together with any successors and assigns, the "Collateral Agent") for the benefit of itself, the Lenders and the other Credit Parties under that certain Credit Agreement (as defined below).

RECITALS:

WHEREAS, the Grantor, certain Affiliates of the Grantor, JPMorgan Chase Bank, N.A., as administrative agent and Collateral Agent, and the financial institutions from time to time party thereto are parties to that certain Credit Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, certain Affiliates of the Grantor and the Collateral Agent entered into that certain Security Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in connection with the Credit Agreement.

WHEREAS, the Grantor and the Collateral Agent entered into that certain Intellectual Property Security Agreement dated as of April 6, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") in connection with the Security Agreement.

WHEREAS, pursuant to the Credit Agreement, the IP Security Agreement and the Security Agreement, as collateral security for all of the Secured Obligations, the Grantor has pledged and assigned to the Collateral Agent, and granted to the Collateral Agent, for the benefit of itself, the Lenders and the other Credit Parties, a continuing security interest in all of its IP Collateral (as defined in the IP Security Agreement), including, without limitation, all Copyrights, Copyright Licenses, Trademarks, Trademark Licenses and Patents and Patent Licenses, the applications and registrations thereof and all proceeds thereof (collectively, the "Collateral").

WHEREAS, the Grantor desires to amend and supplement certain provisions of the IP Security Agreement and reaffirm its obligations under the IP Security Agreement on the terms and conditions herewith in connection with the Credit Agreement, the IP Security Agreement and the Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement or the Credit Agreement, as the case may be.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendments to the IP Security Agreement.

(a) Specified Copyrights. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Copyrights and Copyright Licenses described on Exhibit A attached hereto (the "Specified Copyrights"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Copyrights shall be deemed to be added to Exhibit A of the IP Security Agreement as of the date hereof.

(b) Specified Patents. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Patents and Patent Licenses described on Exhibit B attached hereto (the "Specified Patents"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Patents shall be deemed to be added to Exhibit B of the IP Security Agreement as of the date hereof.

(c) Specified Trademarks. By executing and delivering this Agreement, the Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses described on Exhibit C attached hereto (the "Specified Trademarks"), subject to the terms and conditions of the Security Agreement and the IP Security Agreement, and the Specified Trademarks shall be deemed to be added to Exhibit C of the IP Security Agreement as of the date hereof.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement, and the terms and provisions (unless amended pursuant to this Agreement) of the IP Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. The Grantor hereby reaffirms and confirms its obligations to the Collateral Agent, for the benefit of itself, the Lenders and the other Credit Parties under the IP Security Agreement and acknowledges that the security interest in the Collateral granted thereunder shall secure all of the Secured Obligations, as amended, increased and/or extended pursuant to the Credit Agreement. As reaffirmed hereby, the IP Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

SECTION 4. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Collateral Agent of any covenant or provision of the IP Security Agreement, the other Loan Documents, or of any other contract or instrument between the Grantor and the Collateral Agent, and the failure of the Collateral Agent at any time or times hereafter to require strict performance by the Grantor of any provision thereof shall not waive, affect or diminish any right of the Collateral Agent to thereafter demand strict compliance therewith. The Collateral Agent hereby reserves all rights granted under the IP Security Agreement, the other Loan

Documents, this Agreement and any other contract or instrument between and/ or among the Grantor and the Collateral Agent.

SECTION 5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the Grantor and the Collateral Agent and their respective successors and assigns, except the Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Collateral Agent, other than as expressly permitted under the terms of the Loan Documents.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by fax or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by the Collateral Agent to or for any breach of or deviation from any covenant, condition or duty by any Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE IP SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.


GRANTOR:

THE CONTAINER STORE, INC.,
a Texas corporation

By: Jodi Taylor
Name: Jodi Taylor
Title: Chief Financial Officer and Secretary

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jon Eckhouse
Title: Authorized Officer

SIGNATURE PAGE
AMENDMENT AND REAFFIRMATION OF IP SECURITY AGREEMENT
THE CONTAINER STORE, INC.

TRADEMARK
REEL: 006152 FRAME: 0491

EXHIBIT A
SPECIFIED COPYRIGHTS

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Title	Registration No. Registration Date
Organize before you itemize.	VA0001413060 2007-04-24
Where are you going this summer? : Be An Organized Traveler.	VA0001622613 2007-09-06
Dorm Give Yourself Some Space.	VA0001706449 2008-11-21
Where Are You Going This Summer? : Be An Organized Traveler.	VA0001740210 2010-07-26
LEAVE LESS BEHIND Innovative, eco-friendly products from Umbra + The Container Store.	VA0001740497 2010-06-14
Lead the Pack in Organization Back To School 2010 The Container Store.	VA0001802674 2011-06-14
Umbra 30 Years The Container Store Together Bringing Good Design To Your Everyday.	VA0001802683 2011-06-14
Beautiful. Versatile. Space-Saving. Our Shelving Collection.	VA0001805528 2011-06-14
Love Your Luggage Our Organized Traveler Sale.	VA0001805653 2011-06-14
Love Your Luggage Our Organized Traveler Sale.	VA0001805653 2011-06-14
Have a GRAD or know ONE? DORM.	VA0001805674 2011-06-14
The Container Store Our Annual Shelving Sale 25% OFF! 25% OFF elfa Installation too!	VA0001839363 2012-01-30
The Container Store Our Annual elfa Sale 30% OFF 30% Off Installation too! 2011.	VA0001839364 2012-01-30
The Container Store UPSTANDING STORAGE Our Shelving Collection 2011.	VA0001839365 2012-01-30
The Container Store + Umbra modern + fun 2011.	VA0001839367 2012-01-30
The Container Store Preserve the Holiday Spirit Holiday Storage and Organization Solutions 2011.	VA0001839368 2012-01-30
The Container Store Closet Chic Three New and Exclusive Closet Collections 2011.	VA0001839369 2012-01-30
The Container Store Our Gift Wrap Wonderland 2011.	VA0001839371 2012-01-30

Exhibit A

Title	Registration No. Registration Date
The Container Store Life's More Fun When You're Organized! 2011.	VA0001839372 2012-01-30
The Container Store You're Gonna Need a Bigger Stocking! Our 2011 Stocking Stuffer Collection.	VA0001839373 2012-01-30
The Container Store elfa Everything can be organized 2012.	VA0001839374 2012-01-30
Stocking Stuffer 2012.	VA0001857135 2013-01-24
CS GWW Elfa Closet 2012.	VA0001880376 2013-10-10
Container Store Elfa Laundry Closet 2007.	VA0001880384 2013-09-19
Container Store, Boy with Drinking Straw 2011.	VA0001883692 2013-10-22
The Container Store Gift Wrap Wonderland 2013.	VA0001920159 2014-04-14
The Container Store Get Showered with Organization Tips, ideas and inspiration for the ultimate bridal shower. 2014.	VA0001920160 2014-04-14
The Container Store elfa Everything can be organized 2014.	VA0001920162 2014-04-14
The Container Store Our Shelvina Collection 2014.	VA0001920164 2014-04-14
The Container Store Our Annual elfa Sale 30% OFF 2013.	VA0001920167 2014-04-14
The Container Store Our Annual Shelvinct Sale 25% OFF! 2013.	VA0001920171 2014-04-14
The Container Store A Whole Lot of Happy Save 10% On Your Next Purchase New Customer 2013.	VA0001927655 2014-04-16
Our Annual Shelving Sale 25% OFF! 25% OFF elfa installation too!	VA0001943792 2013-01-24
Perfectly Packed Away Holiday Storage and Organization Solutions.	VA0001943794 2013-01-24
Love Yourshelf Our Shelving Collection.	VA0001943801 2013-01-24
A Little Organization = A WHOLE LOT OF HAPPY.	VA0001943911 2013-01-24
Back To School 2012.	VA0001943917 2013-01-24
Have A Grad Or Know One? Help Them Live Large In 225 Square Feet.	VA0001943921 2013-01-24
Design in Motion The Container Store + Umbra.	VA0001943926 2013-01-24
Container Store Learn What We Stand For!	VA0001943941 2013-01-24

Exhibit A

Title	Registration No. Registration Date
The Container Store Gift Wrap Wonderland 2012.	VA0001943947 2013-01-24
Dreaming of a Dream Closet?	VA0001943955 2013-01-24
Go Organized! Travel Sale.	VA0001943973 2013-01-24
Our Annual elfa Sale 30% Off 2012 30% Off Installation.	VA0001943989 2013-01-24
Spring Organization Sale.	VA0001945445 2013-01-24
The Container Store Perfectly Packed Away Holiday Storage and Organizational Solutions 2013.	VA0001947545 2014-04-16
The Container Store Happy Organized Home Sale 2013.	VA0001948212 2013-10-23
The Container Store Love Your Luggage Go Organized Travel Sale 2013.	VA0001948235 2013-10-23
The Container Store Work Smart Office Sale 2012.	VA0001948237 2013-10-23
The Container Store Work Smart Office Sale 2013.	VA0001948247 2013-10-23
The Container Store Spring Organization Sale 2013.	VA0001948248 2013-10-23
The Container Store Happy Organized Home Sale 2014.	VA0001990898 2014-10-02
The Container Store DORM Clever+Stylish+ON SALE.	VA0001990899 2014-10-02
The Container Store Love Your Luggage & Go Organized Sale 2014.	VA0001991040 2014-10-02
The Container Store - elfa Everything can be organized 2014.	VA0001991041 2014-10-02
The Container Store Lockers & Lunches.	VA0001991045 2014-10-02
The Container Store Lockers and Lunches.	VA0001991080 2014-01-23
The Container Store 36 Tempting Kitchen Solutions 2013.	VA0001991099 2014-01-23
The Container Store Happy Organized Home Sale.	VA0001991100 2014-01-23
The Container Store Our Shelving Collection 2013.	VA0001991101 2014-01-23
The Container Store - Our Annual Shelving Sale 25% OFF + 25% OFF elfa Installation too!	VA0001991237 2014-10-02
The Container Store Project Spring - Spring Organization Sale 2014.	VA0001991239 2014-10-02

Exhibit A

Title	Registration No. Registration Date
Contained Home customized design & organization service.	VA0001992627 2015-06-25
The Container Store Have fun getting it done our best offer product on sale 2014.	VA0002008138 2014-04-14
The Container Store + Umbra double/take 2013	VA0001991086 2014-01-23

Copyright Licenses

None.

EXHIBIT B
SPECIFIED PATENTS

List of Patents and Patent Licenses

Patent Registrations and Patent Applications

None.

Patent Licenses

None.

EXHIBIT C

SPECIFIED TRADEMARKS

List of Trademarks and Trademark Licenses

Trademark Registrations and Trademark Applications





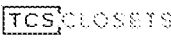
Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
1 GREAT PERSON = 3 GOOD PEOPLE	35	85968534 24-JUN-2013	4459252 31-DEC-2013	Registered.
AIR OF EXCITEMENT	35	85968591 24-JUN-2013	4459258 31-DEC-2013	Registered.
COMMUNICATION IS LEADERSHIP	35	85968551 24-JUN-2013	4459253 31-DEC-2013	Registered.
CONTAINED HOME	35, 42	86343164 21-JUL-2014	4946966 26-APR-2016	Registered.
	35, 42	86619197 04-MAY-2015	5018744 09-AUG-2016	Registered.
CONTAINER STORIES	41	86453841 13-NOV-2014	5098144 13-DEC-2016	Registered.
CUSTOM CLOSETS. MASTERED.	35, 37, 42	87180336 22-SEP-2016	5199083 9-MAY-2017	Registered.
FILL THE OTHER GUY'S BASKET TO THE BRIM. MAKING MONEY THEN BECOMES AN EASY PROPOSITION	35	85968559 24-JUN-2013	4459254 31-DEC-2013	Registered.
	35	85968605 24-JUN-2013	4459259 31-DEC-2013	Registered.
GET TIPS. GET PERKS. GET ORGANIZED.	35	85935669 17-MAY-2013	4458990 31-DEC-2013	Registered.
HOLIDAY HUGS	35	86738508 26-AUG-2015	5083362 15-NOV-2016	Registered.
INTUITION DOES NOT COME TO AN UNPREPARED MIND. YOU NEED TO TRAIN BEFORE IT HAPPENS	35	85968570 24-JUN-2013	4459256 31-DEC-2013	Registered.
LIVE ORGANIZED. LOVE THE EXTRA TIME FOR LIFE.	35	86679028 30-JUN-2015	4867211 08-DEC-2015	Registered.
MAN IN THE DESERT SELLING	35	85968577 24-JUN-2013	4459257 31-DEC-2013	Registered.
PERK-FECTION	35	85957575 12-JUN-2013	4474690 28-JAN-2014	Registered.
PERK-TASTIC	35	86339812 17-JUL-2014	4663910 30-DEC-2014	Registered.
POP!	35	86288371 21-MAY-2014	4663574 30-DEC-2014	Registered.

Exhibit C

US 5189349v.3 CHA715/10017

TRADEMARK
REEL: 006152 FRAME: 0497

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
POP! IN	35	85957602 12-JUN-2013	4477613 04-FEB-2014	Registered.
POP! PERFECTLY ORGANIZED PERKS	35	85764010 25-OCT-2012	4433785 12-NOV-2013	Registered.
	35	85764020 25-OCT-2012	4433786 12-NOV-2013	Registered.
POP! PERK	35	86010493 15-JUL-2013	4478254 04-FEB-2014	Registered.
POP! STAR	35	85957588 12-JUN-2013	4474692 28-JAN-2014	Registered.
	20	86386972 05-SEP-2014	4814536 15-SEP-2015	Registered.
TCS CLOSETS	20	86344924 22-JUL-2014	4814388 15-SEP-2015	Registered.
	20	86386979 05-SEP-2014	4814537 15-SEP-2015	Registered.
THE BEST SELECTION, SERVICE & PRICE	35	85968568 24-JUN-2013	4459255 31-DEC-2013	Registered.
WHAT WE STAND FOR	35	85948732 03-JUN-2013	4459196 31-DEC-2013	Registered.
WHAT WE STAND FOR ORGANIZATION WITH HEART	35	85948741 03-JUN-2013	4459197 31-DEC-2013	Registered.
ESTETIC	6	87457418 19-May-2017		Pending

Trademark Licenses

None.

Exhibit C

US 5189349v.3 CHA715/10017

RECORDED: 09/12/2017

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