# OP \$140.00 6067700

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM610952

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Supplemental Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Container Store, Inc.		11/25/2020	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street, 10th Floor
Internal Address:	Loan and Agency Services
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	6067700	THE EVERYTHING ORGANIZER
Registration Number:	5830208	LAREN
Registration Number:	5920492	LAREN
Registration Number:	5759532	ORGANIZATION STUDIO
Registration Number:	5704921	WHERE SPACE COMES FROM

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/25/2020

# **Total Attachments: 17** source=05. TCS - Supplement to IP Security Agreement (Trademark)#page1.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page2.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page3.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page4.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page5.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page6.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page7.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page8.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page9.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page10.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page11.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page12.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page13.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page14.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page15.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page16.tif source=05. TCS - Supplement to IP Security Agreement (Trademark)#page17.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of November 25, 2020, by and between THE CONTAINER STORE, INC., a Texas corporation (the "<u>Grantor</u>"), and JPMORGAN CHASE BANK, N.A., a national banking association, as collateral agent (in such capacity, the "<u>Collateral Agent</u>") 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 Credit Agreement, dated as of April 6, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among, among others, the Grantor, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, 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 are conditioned upon, among other things, the execution and delivery by the Grantor of (i) that certain Security Agreement, dated as of April 6, 2012 (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 <u>Generally</u>. 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; <u>provided</u>, <u>however</u>, 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; <u>provided further</u> 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 <u>Definition of Certain Terms Used Herein</u>. 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 any 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.
- "<u>IP Collateral</u>" shall have the meaning assigned to such term in Section 2 of this Agreement.
- "<u>Lender</u>" and "<u>Lenders</u>" shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

"<u>Licenses</u>" 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.

"<u>Patent Licenses</u>" 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.

"<u>Permitted Liens</u>" shall have the meaning assigned to such term in the Security Agreement.

"<u>PTO</u>" 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.

"<u>Trademark Licenses</u>" 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 <u>Rules of Interpretation.</u> 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. <u>Protection of Intellectual Property By Grantor</u>. 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. <u>Grantor's Representations and Warranties</u>. 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; <u>provided</u>, <u>however</u>, 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 ABL 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 Second 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" for the ABL Facility (holding for the benefit of the Collateral Agent for the Credit Parties).
- SECTION 6. <u>Grantor's Rights To Enforce Intellectual Property</u>. 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, <u>provided</u>, <u>however</u>, 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. <u>Collateral Agent's Actions To Protect Intellectual Property</u>. 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. <u>Rights Upon Default</u>. 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. <u>Collateral Agent's Rights</u>. 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. <u>Intent</u>. 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. <u>Choice of Laws</u>. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. <u>Counterparts</u>. 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. <u>Intercreditor Agreement</u>. 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, <u>provided</u> 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.

By:

Odi Taylor
Name: Jodi L Taylor

Title: Chief Financial Officer and Secretary

**REEL: 007115 FRAME: 0860** 

**COLLATERAL AGENT:** 

JPMORGAN CHASE BANK, N.A.

By: Name:

David L. Howard

Title:

Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

# EXHIBIT A

# List of Copyrights and Copyright Licenses

# **Copyright Registrations and Applications**

Title	Registration No Registration Date
Spring Organization Sale.	VA0001744002 2010-10-22
The Container Store Spring Organization Sale 2013.	VA0001948248 2013-10-23
The Container Store Unexpected. Unpredictable. Under the Tree. Gift Wrap Wonderland.	VA0002159831 2018-03-22
Holiday Storage Made Simple 2017 The Container Store.	VA0002159833 2018-03-22
More Than A Few of Our Favorite Things Holiday 2017 The Container Store.	VA0002140047 2018-03-22
2018-2019 The Container Store Kitchen & Pantry essentials 25% OFF.	VA0002195391 2019-08-07
2018 The Container Store Elfa SALE 30% OFF 30% Off Custom Closets, Garages, Pantries & More.	VA0002194740 2019-05-09
The Container Store Closet Essentials 25% OFF 2018.	VA0002157691 2018-12-18
The Container Store Create Something Wonderful 2018.	VA0002158473 2018-12-18
The Container Store Customer Favorites Sale 2018.	VA0002159687 2018-12-18
The Container Store Elfa For Every Size & Every Budget 2018.	VA0002157668 2018-12-18
The Container Store Functional. Simple. Easy. Travel Sale 2018.	VA0002171000 2018-12-18
The Container Store Holiday Storage Made Simple 2018.	VA0002159284 2018-12-18
The Container Store Kitchen & Pantry 25% OFF 2018.	VA0002171004 2018-12-18
The Container Store Make Space For the Holidays 2018.	VA0002184007 2018-12-18
The Container Store Our Shelving Collection Any Space. Any Size. Any Budget.	VA0002159122 2018-12-18
The Container Store Shelving Sale 2018 All Shelving and Elfa Solutions 25% Off.	VA0002157666 2018-12-18
The Container Store The Ultimate Garage Solution 2018.	VA0002157455 2018-12-11
2018-19 The Container Store Where Space Comes From The Elfa Sale Just Got Better.	VA0002216772 2019-05-09

Title	Registration No Registration Date
2019 25% OFF Travel Essentials DM.	VA0002193552 2019-09-05
2019 CUSTOM CLOSET EVENT DM.	VA0002214905 2019-09-04
2019 Custom Closets Sale Early Access- Save up to 25% at our transformed Farmers Market Location.	VA0002195373 2019-09-05
2019 Custom Closets Sale - up to 25% off.	VA0002218773 2019-09-04
2019 CUSTOMER FAVORITES SALE up to 30% OFF.	VA0002214690 2019-09-05
2019 elfa COMPONENT PRICING GUIDE.	VA0002221371 2019-09-04
2019 elfa Custom Closets, garages, Pantries & More.	VA0002214788 2019-09-04
2019 Holiday Sale.	VA0002221705 2020-03-02
2019 Introducing NEW AVERA CUSTOM CLOSETS.	VA0002219034 2019-09-04
2019 INTRODUCING NEW AVERA CUSTOM CLOSETS.	VA0002216852 2019-09-24
2019 Kitchen & Pantry Holiday Sale.	VA0002215010 2020-02-24
2019 More Space For Less - 25% off Elfa, Shelving & More.	VA0002214789 2019-09-04
2019 SALE 25% OFF Make Space For Summer.	VA0002214906 2019-09-04
2019 Save Up To \$2,000 on a New Avera Closet.	VA0002193699 2019-09-06

# **Copyright Licenses**

None.

# EXHIBIT B

# <u>List of Patents and Patent Licenses</u>

# **Patent Registrations and Patent Applications**

None.

**Patent Licenses** 

None.

# **EXHIBIT C**

# <u>List of Trademarks and Trademark Licenses</u>

# **Trademark Registrations and Trademark Applications**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
THE EVERYTHING ORGANIZER	20, 21	88660262 18-OCT-2019	6067700 2-JUN-2020
LAREN	20	88126773 21-SEP-2018	5830208 2019-08-06
LAREN	20, 42	88434219 16-MAY-2019	5920492 26-11-2019
ORGANIZATION STUDIO	35, 42	87774350 29-JAN-2018	5759532 21-MAY-2019
WHERE SPACE COMES FROM	35, 42	87820239 5-MAR-2018	5704921 19-MAR-2019

**Trademark Licenses** 

None.

Schedule C-1

TRADEMARK REEL: 007115 FRAME: 0865

**RECORDED: 11/25/2020**