



02-06-2001



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-30-01

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other Release of Trademark Security Agreement

Conveying Party

☐ Mark if additional names of conveying parties attached

Name First Source Financial LLP

Execution Date
Month Day Year
 06301999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other Limited liability partnership
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Michaels of Oregon Co.

DBA/AKA/TA

Composed of

Address (line 1) 7305 N.E. Glisan

Address (line 2) P.O. Box 13010

Address (line 3) Portland

Oregon

State/Country

97213

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- ☒ Corporation ☐ Association

☐ Other

- ☒ Citizenship/State of Incorporation/Organization Oregon

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02/06/2001 6TOM11 00000042 516714

01 FC:481
02 FC:482

40.00 DP
175.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002230 FRAME: 0079

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Jonathon L. Goodling

Name of Person Signing

Signature

Date Signed

JAN 29, 2001

RELEASE AND REASSIGNMENT
(Trademarks, Tradenames and Service Marks)

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of June __, 1999, by **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership ("Lender"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement referenced below.

WITNESSETH:

WHEREAS, Lender and **MICHAELS OF OREGON CO.**, an Oregon corporation ("**Borrower**") are parties to a certain Trademark Agreement (the "**Security Agreement**"), pursuant to which Borrower has granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Released Trademarks (as defined below); and

WHEREAS, the Released Trademarks were recorded in the United States Patent and Trademark Office on **May 31, 1996**, in the Trademark Division at **Reel 1504 Frame 0787**; and

WHEREAS, Borrower and its affiliates have satisfied the Obligations in full and Borrower has requested that Lender release its security interest in the Released Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Released Trademarks**"):

All foreign and United States (including, without limitation, each individual state thereof) trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations and applications therefor now or hereafter owned by Borrower, including, without limitation, those listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and applications therefor and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding

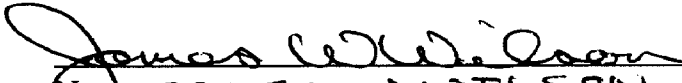
thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suit.

2. Lender hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Lender, all of Lender's right, title and interest in and to the Released Trademarks.

* * * * *

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**FIRST SOURCE FINANCIAL LLP, an Illinois
registered limited liability partnership**

By: 
Name: JAMES W WILSON
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of June, 1999, before me personally appeared James W. Wilson
to me known to be the individual who executed the foregoing instrument and acknowledged to me
that such person executed the same as the duly authorized officer above designated of **FIRST
SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership.

John Krol
Notary Public

My Commission Expires:

OFFICIAL SEAL
JOHN KROL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/26/03

ITEM A. TRADEMARKSRegistered Trademarks

Registration No.	Mark	Issue Date
1,489,242	Lightning Loader	5/24/88
1,490,105	Quick Loader	5/31/88
1,655,508	Hot Lips	9/3/91
1,667,514	Mini Bino	12/10/91
1,673,345	Butler Creek	1/28/92
1,686,292	Poly-Patch	5/12/92
1,687,680	Man On A Horse	5/19/92

Pending Trademark Applications

516714	Man On A Horse
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Trademark Applications in Preparation

None

ITEM B. TRADEMARK LICENSES

None