

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ames Merchandising Corporation		05/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Michaels Stores Procurement Company, Inc.		
Street Address:	8000 Bent Branch Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1527525	CRAFTS & MORE	
Registration Number:	2716080	CRAFTS & MORE	
CORRESPONDENCE DATA			
Fax Number:	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-953-5902		
Email:	cbutzer@jw.com		
Correspondent Name:	Carl C. Butzer		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Carl C. Butzer		
Signature:	/Carl C. Butzer/		
Date:	06/10/2005		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Agreement") is entered into this 11th day of May 2005, by and between AMES MERCHANDISING CORPORATION, a Delaware corporation ("Assignor"), and MICHAELS STORES PROCUREMENT COMPANY, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks identified on Exhibit A ("Trademarks"); and

WHEREAS, Assignor sought relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Southern District of New York, on August 20, 2001 (the "Court"); and

WHEREAS, by Order dated March 28, 2003 (the "Order"), the Court authorized Assignor to transfer intellectual property, including the Trademarks, in accordance with certain approved procedures (the "Procedures"); and

WHEREAS, in accordance with the Order, Assignee submitted an offer to Assignor for the purchase of the Trademarks (the "Offer"), which Offer included a deposit of One Thousand Dollars (\$1,000.00) (the "Deposit") toward the Purchase Price, as defined herein; and

WHEREAS, the Offer was accepted by Assignor, and Assignor complied with the Procedures, without objection by any party in interest, and the transfer and assignment of the Trademarks to Assignee is therefore authorized by the Court; and

WHEREAS, Assignor now desires to transfer, and Assignee wishes to acquire, Assignor's entire right, title and interest in the Trademarks in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, convey and deliver to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interests in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all registrations and applications therefor, in the United States and all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, now or hereafter in effect, free and clear of any liens or encumbrances, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks with the right to sue for and to collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. In consideration of the assignment of the Trademarks and for Assignor's representations and warranties contained herein, Assignee shall pay Assignor Ten Thousand Dollars (\$10,000.00), less the Deposit that was paid to Assignor with the Offer.

3. Assignor represents and warrants to Assignee as follows:
- a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title and interest in the Trademarks;
 - c. The Trademarks are being assigned to Assignee free and clear of all liens, security interests, encumbrances or licenses;
 - d. There are no known claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - e. This Agreement is valid, binding and enforceable in accordance with its terms; and
 - f. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

5. This Agreement contains the entire understanding and agreement between parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of May, 2005.

AMES MERCHANDISING CORPORATION

By: [Signature]
Printed Name: Rolando de Aguiar
Title: President

MICHAELS STORES PROCUREMENT COMPANY, INC.

By: [Signature]
Printed Name: STEPHEN J. BROWN
Title: CHIEF FINANCIAL OFFICER

STATE OF Connecticut

COUNTY OF Hartford, ss. Becky Hill

Before me, a notary public in and for said County and State, personally appeared Rolando de Aguiar, President of Ames Merchandising Corporation, the corporation which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of said corporation and that said instrument is his/her free act and deed individually and as such officer and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 28th day of March, 2005.

Lyn C. Hussein
Notary Public

Printed Name: LYN C. HUSSEIN
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES JUNE 30, 2008

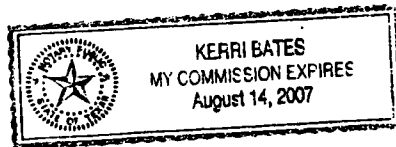
STATE OF TEXAS
COUNTY OF Harris, ss.

Before me, a notary public in and for said County and State, personally appeared Joe Smith, CEO of Michaels Stores Procurement Company, Inc., the corporation which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of said corporation and that said instrument is his/her free act and deed individually and as such officer and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 21st day of March, 2005.

Kerri Bates
Notary Public

Printed Name: _____
My Commission Expires: _____



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AMES DEPT STORES

PAGE 08/08

SCHEDULE A

CRAFTS & MORE	U.S. Trademark Registration 1,527,525
CRAFTS & MORE	U.S. Trademark Registration 2,716,080