

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michaels Stores Procurement Company, Inc.		02/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77376602	THE KNACK	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	1002809		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		

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TRADEMARK
 REEL: 004160 FRAME: 0391

Date:

03/03/2010

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

February 18, 2010

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MICHAELS STORES PROCUREMENT COMPANY, INC., a Delaware corporation (the "Grantor") with principal offices at 8000 Bent Branch Drive, Irving, Texas 75063, hereby grants to BANK OF AMERICA, N.A., as Collateral Agent, with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 31, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

MICHAELS STORES PROCUREMENT
COMPANY, INC., Grantor

By: Elaine D. Crowley
Name: Elaine D. Crowley
Title: Executive Vice President -
Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

Signature Page to Grant of Security Interest in United States Trademarks

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

MICHAELS STORES PROCUREMENT
COMPANY, INC., Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee


By: David Vega
Name: David Vega
Title: Managing Director

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004160 FRAME: 0396

STATE OF Massachusetts
COUNTY OF Middlesex) ss:

On this 18 day of February 18, 2010, before me personally came David Vega, who, being by me duly sworn, did state as follows: that he is a Managing Director of BANK OF AMERICA, N.A., that he is authorized to execute the foregoing Grant on behalf of said BANK OF AMERICA, N.A. and that he did so by authority of said BANK OF AMERICA, N.A.



Notary Public

Notary Acknowledgment Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004160 FRAME: 0397

STATE OF Texas)
COUNTY OF Dallas) ss.:

On this 16th day of February, 2010, before me personally came Elaine D. Crowley who, being by me duly sworn, did state as follows: that ~~he/she~~ is Executive VP - CFO of Michaels Stores Procurement Company, Inc., that ~~he/she~~ is authorized to execute the foregoing Grant on behalf of said Michaels Stores Procurement Company, Inc. and that ~~he/she~~ did so by authority of the Board of Directors of said Michaels Stores Procurement Company, Inc.

Kerri Bates
Notary Public



Notary Acknowledgment Page to Grant of Security Interest in United States Trademarks

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION/APPLICATION DATE</u>
The Knack	77376602	1/21/08

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