

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		09/17/2012	National Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	ONE BOSTON PLACE, 18th Floor
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 22		
Property Type	Number	Word Mark
Registration Number:	3048037	WE FRAME THE THINGS YOU LOVE
Serial Number:	76561949	LIFE IS ART. FRAME IT.
Registration Number:	3026118	WE FRAME THE THINGS YOU LOVE
Serial Number:	76561948	LIFE IS ART. FRAME IT.
Registration Number:	2588496	TIMEFRAME
Registration Number:	1539735	AARON BROTHERS ART MARTS
Serial Number:	76636207	AARON BROTHERS BEST
Serial Number:	76561947	LIFE IS ART. FRAME IT.
Registration Number:	2588495	TIMEFRAME PROFESSIONAL FRAMING. WHILE YOU SHOP.
Serial Number:	76636206	AARON BROTHERS BEST
Serial Number:	76636205	AARON BROTHERS BEST
Registration Number:	2436920	ONE CENT FRAME SALE
Registration Number:	2435151	AARON BROTHERS ART & FRAMING
Registration Number:	2435150	AARON BROTHERS ART & FRAMING

OP \$565.00 3048037

TRADEMARK

Registration Number:	1542560	AARON BROTHERS ART MARTS
Registration Number:	1539734	AARON BROTHERS
Registration Number:	2440744	1¢ FRAME SALE
Registration Number:	2352964	EXPRESS YOURSELF
Serial Number:	76626641	LIFE IS ART. FRAME IT.
Registration Number:	2435149	YOU MAKE THE MEMORIES. WE MAKE THEM LAST.
Registration Number:	2435148	WHAT A DIFFERENCE A MAT MAKES
Serial Number:	77647422	TIMEFRAME

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141316
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	09/19/2012

Total Attachments: 6
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source=Assignment of US Trademarks - Aaron Brothers#page3.tif
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY**

WITNESSETH:

WHEREAS, reference is made to (i) that certain Amended and Restated Credit Agreement, dated as of February 18, 2010 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by, among others, Michaels Stores, Inc. (the "Lead Borrower"), the other Borrowers (together with the Lead Borrowers, collectively, the "Borrowers"), the Facility Guarantors (the Borrowers and the Facility Guarantors are hereinafter referred to as the "Loan Parties"), the Lenders party thereto from time to time, and Bank of America, N.A., as Administrative Agent and Collateral Agent (in such capacities, the "Existing Agent"), Swingline Lender and Issuing Bank; and (ii) (A) that certain Grant of Security in United States Trademarks dated as of October 30, 2006 by and between Aaron Brothers, Inc., as Grantor (the "Grantor"), and the Existing Agent, which was recorded with the U.S. Patent and Trademark Office on November 8, 2006, at Reel 3424, Frame 0939 and (B) that certain Grant of Security in United States Trademarks dated as of May 1, 2009 by and between the Grantor and the Existing Agent, which was recorded with the U.S. Patent and Trademark Office on January 1, 2010, at Reel 004125, Frame 0052 (as amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the "Existing Intellectual Property Security Agreements" and, together with the Credit Agreement, the "Existing Agreements").

WHEREAS, pursuant to the Existing Agreements, the Grantor granted to the Existing Agent a security interest in, among other things, the Trademarks (as defined herein).

WHEREAS, effective as of the date hereof, the Existing Agent has resigned as Administrative Agent and Collateral Agent in accordance with the terms of the Credit Agreement.

WHEREAS, effective as of the date hereof, Wells Fargo Bank, National Association ("Wells Fargo") has been appointed successor Administrative Agent and Collateral Agent (in such capacities, the "New Agent") in accordance with the terms of the Credit Agreement.

WHEREAS, reference is further made to that certain Second Amended and Restated Credit Agreement, dated as of September 17, 2012, by and between, among others, the Loan Parties and the New Agent.

NOW, THEREFORE, the Existing Agent hereby transfers, conveys, assigns, and delivers all of its right, title and interest in the Existing Intellectual Property Security Agreements to the New Agent, together with any lien and security interest which was granted to the Existing Agent pursuant to the Existing Agreements in those trademarks, service marks, applications for trademarks or service marks owned by the Grantor and identified in Schedule A attached hereto (as further defined in the Existing Intellectual Property Security Agreements, the "Trademarks").

To all whom it may concern be it known that for, and in consideration of, said agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent has transferred, conveyed, assigned and delivered and

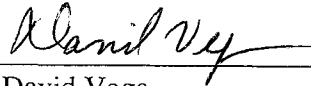
by these presents does hereby transfer, convey, assign and deliver unto the New Agent, its successors, assigns, and legal representatives, the Existing Agent's entire right, title and interest in and to the Trademarks, throughout the United States of America, its territories and all foreign countries, together with any and all goodwill related thereto.

The Existing Agent agrees that, upon request of the Grantor or the New Agent, and at the Grantor's sole expense, the Existing Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New Agent to effectuate the assignment of interests contemplated herein.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Existing Agent has hereunto signed on the date set forth below.

BANK OF AMERICA, N.A., as Existing Agent

By: 
Name: David Vega
Title: Managing Director

Acknowledged and Accepted by:

GRANTOR:

AARON BROTHERS, INC., as Grantor

By:

Charles M. Sonstebly

Name: Charles M. Sonstebly

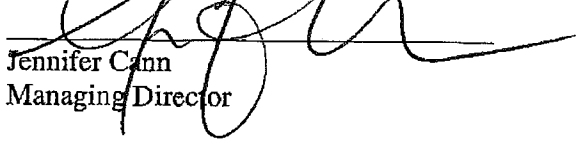
Title: Chief Administrative Officer and Chief
Financial Officer

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 004863 FRAME: 0972

Acknowledged and Accepted by:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as New Agent

By: 
Name: Jennifer Cann
Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>
We Frame the Things You Love	3048037	1/24/06
Life is Art. Frame It.	76561949	
We Frame the Things You Love	3026118	12/13/05
Life is Art. Frame It.	76561948	
Timeframe	2588496	07/02/02
Aaron Brothers Art Marts	1539735	5/16/89
Aaron Brothers Best	76636207	
Life is Art. Frame It.	76561947	
Timeframe Professional Framing. While you Shop.	2588495	07/02/02
Aaron Brothers Best	76636206	
Aaron Brothers Best	76636205	
One Cent Frame Sale	2436920	03/20/01
Aaron Brothers Art & Framing	2435151	03/13/01
Aaron Brothers Art & Framing	2435150	03/13/01
Aaron Brothers Art Marts	1542560	06/06/89
Aaron Brothers	1539734	05/16/89
1¢ Frame Sale	2440744	04/03/01
Express Yourself	2352964	05/30/00
Life is Art. Frame It.	76626641	
You Make the Memories. We Make Them Last.	2435149	03/13/01
What a Difference a Mat Makes	2435148	03/13/01
Timeframe	77647422	01/29/09