

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Supplement to Grant of Security Interest in US Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.C. Moore Incorporated		08/26/2014	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85939188	CRAFTING A BETTER WORLD! A.C. MOORE ARTS	
<b>Serial Number:</b>	86096428	CREATE MORE, SHARE MORE, SAVE MORE.	
<b>Serial Number:</b>	86133325	FOREVER YOURS	
<b>Serial Number:</b>	86200663	N STITCH STUDIO BY NICOLE	
<b>Serial Number:</b>	86200779	NICOLE'S N FASHION COLOR YOUR LIFE	
<b>Serial Number:</b>	86133322	NICOLE'S BOUTIQUE NICOLE QUALITY VALUE	
<b>Serial Number:</b>	86293881	NICOLE'S BEAD SHOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4790		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Andrew Hackett		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152067		
<b>NAME OF SUBMITTER:</b>	Laura Kenerson		
<b>SIGNATURE:</b>	/Laura Kenerson/		

OP \$190.00 85939188

<b>DATE SIGNED:</b>	10/09/2014
---------------------	------------

**Total Attachments: 3**

source=USPTO Submission - First Supplement to Security Agreement in Trademarks - A.C. Moore Incorporated#page2.tif

source=USPTO Submission - First Supplement to Security Agreement in Trademarks - A.C. Moore Incorporated#page3.tif

source=USPTO Submission - First Supplement to Security Agreement in Trademarks - A.C. Moore Incorporated#page4.tif

FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 26<sup>th</sup> day of August, 2014 by **A.C. MOORE INCORPORATED**, a Virginia corporation, as successor by merger to **BLACKWOOD ASSETS, INC.**, a Delaware corporation (the "Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated November 18<sup>th</sup>, 2011 and recorded on November 21, 2011 at Reel 4664, Frame 0264 (as amended of record from time to time, hereinafter, the "Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

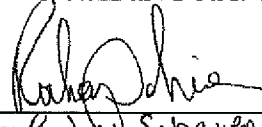
NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
  - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

**A.C. MOORE INCORPORATED**, as Grantor

By:   
Name: Rodney Schaefer  
Title: Vice President

[Signature Page to First Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

<u>Mark</u>	<u>App. No/Reg. No</u>	<u>App./Reg. Date</u>	<u>Owner</u>
CRAFTING A BETTER WORLD! & Design	85/939188	05/22/13	A.C. Moore Incorporated
CREATE MORE, SHARE MORE, SAVE MORE	86/096428	10/21/13	A.C. Moore Incorporated
FOREVER YOURS & Design	86/133325	12/03/13	A.C. Moore Incorporated
N STITCH STUDIO BY NICOLE & Design	86/200663	02/21/14	A.C. Moore Incorporated
NICOLE FASHION COLOR YOUR LIFE & Design	86/200779	02/21/14	A.C. Moore Incorporated
NICOLE QUALITY VALUE NICOLE'S BOUTIQUE & Design	86/133322	12/03/13	A.C. Moore Incorporated
NICOLE'S BEAD SHOP	86/293881	05/28/14	A.C. Moore Incorporated