

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jo-Ann Stores, LLC		10/21/2016	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	901 Main St., 14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2013829	EXPERIENCE THE CREATIVITY	
<b>Registration Number:</b>	2205463	ETC	
<b>Registration Number:</b>	2206988	J ETC ANN	
<b>Registration Number:</b>	2216110	KIDS' CAMP!	
<b>Registration Number:</b>	2515591	JO-ANN FABRICS & CRAFTS	
<b>Registration Number:</b>	2544619	JO-ANN FABRICS AND CRAFTS	
<b>Registration Number:</b>	1289452	JO-ANN FABRICS	
<b>Registration Number:</b>	3856747	MAKE IT-GIVE IT	
<b>Registration Number:</b>	3909542	CRAFT, CREATE AND CONSERVE	
<b>Registration Number:</b>	3914163	LA COLLECTION	
<b>Registration Number:</b>	4013243	CREATIVE CUT CENTER	
<b>Registration Number:</b>	4067727	FABRIC WORLD	
<b>Registration Number:</b>	4186045	DESIGN YOUR DECOR	
<b>Registration Number:</b>	4255362	DOODLES	
<b>Registration Number:</b>	3317406	JO-ANN	
<b>Registration Number:</b>	4367053	LEGACY STUDIO	
<b>Registration Number:</b>	3367237	JO ANN FABRIC AND CRAFT STORES	
<b>Registration Number:</b>	3367236	JO-ANN FABRIC AND CRAFT STORES	
<b>Registration Number:</b>	4386621	BUSY KIDS LEARNING	
<b>TRADEMARK</b>			

OP \$990.00 2013829

Property Type	Number	Word Mark
Registration Number:	4476772	BUSY KIDS
Registration Number:	3542904	JOANN.COM
Registration Number:	3709703	GO GREEN JO-ANN FABRIC AND CRAFT STORES
Registration Number:	4956347	BIG TWIST
Registration Number:	4957227	BUTTERCREAM
Registration Number:	4961771	FABRIC QUARTERS
Registration Number:	4996196	QUILTER'S SHOWCASE
Registration Number:	5008854	WE MADE IT
Registration Number:	5009164	FASHION & FLUFF
Registration Number:	5009165	LITTLE MAKERS
Serial Number:	86569808	HOME OF THE MAKER
Serial Number:	86634257	BLOOM ROOM
Serial Number:	86222893	THE 5 & TWINE
Serial Number:	86760046	MIY'ER
Serial Number:	86719568	HUDSON 43
Serial Number:	86627942	BUTTERCREAM
Serial Number:	86225785	TWO DAUGHTERS
Serial Number:	86763004	PURE HONEY
Serial Number:	86580962	FAB LAB
Serial Number:	86627909	ULTRA FLUFFY

#### CORRESPONDENCE DATA

Fax Number: 8009144240

*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.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/24/2016

#### Total Attachments: 16

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated October 21, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of October 21, 2016 (as amended, restated, amended and restated, extended, renewed, replaced, refinanced, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Jo-Ann Stores, LLC, Needle Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated October 21, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

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



**JO-ANN STORES, LLC,**  
as Grantor

By: David B Goldston  
Name: David Goldston  
Title: Senior Vice President, General Counsel  
and Secretary

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

By:   
Name: Denise Jones  
Title: Assistant Vice President

SCHEDULE A

TM Record	Trademark/Application No./Registration No.	Status/Status Date
US Federal Q2 Uf 1	<u>EXPERIENCE THE CREATIVITY</u> RN: 2013829 SN: 75033882	Renewed November 5, 2006
US Federal Q2 Uf 2	<u>ETC and Design</u>  RN: 2205463 SN: 75355955	Renewed November 24, 2008
US Federal Q2 Uf 3	<u>JETC ANN and Design</u> 	Renewed December 1, 2008
US Federal Q2 Uf 4	RN: 2206988 SN: 75355956 <u>KIDS! CAMPI</u> RN: 2216110 SN: 75355957	Renewed January 5, 2009
US Federal Q2 Uf 5	<u>JO-ANN FABRICS &amp; CRAFTS</u> RN: 2515591 SN: 78048100	Renewed December 4, 2011
US Federal	<u>JO-ANN FABRICS AND CRAFTS</u>	Renewed March 5, 2012



TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
Q2 uf 6	RN: 2544619 SN: 76209919	
US Federal al Q2 uf 7	<u>JO-ANN FABRICS</u> RN: 1289452 SN: 73427970	Renewed August 7, 2014
US Federal al Q2 uf 8	<u>MAKE IT GIVE IT</u> RN: 3856747 SN: 77953361	Registered October 5, 2010
US Federal al Q2 uf 9	<u>CRAFT, CREATE AND CONSERVE</u> RN: 3909542 SN: 85019541	Registered Supplemental Register January 18, 2011
US Federal al Q2 uf 10	<u>LA COLLECTION</u> RN: 3914163 SN: 85067557	Registered February 1, 2011
US Federal al Q2 uf 11	<u>CREATIVE CUT CENTER</u> RN: 4013243 SN: 77944054	Registered August 16, 2011
US Federal al Q2 uf 12	<u>FABRIC WORLD</u> RN: 4067727 SN: 77793481	Registered December 6, 2011
US Federal al Q2 uf 13	<u>DESIGN YOUR DECOR</u> RN: 4186045 SN: 85495170	Registered August 7, 2012

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
US Federal Q2 uf 14	<u>DOODLES and Design</u>  RN: 4255362 SN: 85560584	Registered December 4, 2012
US Federal Q2 uf 15	<u>JO-ANN (Stylized)</u>  RN: 3317406 SN: 78791522	Registered 8 & 15 December 7, 2012
US Federal Q2 uf 16	<u>LEGACY STUDIO</u>  RN: 4367053 SN: 85664156	Registered July 16, 2013
US Federal Q2 uf 17	<u>JO-ANN FABRIC AND CRAFT STORES (Stylized)</u>  RN: 3367237 SN: 78969184	Registered 8 & 15 August 16, 2013
US Federal Q2 uf 18	<u>JO-ANN FABRIC AND CRAFT STORES</u>  RN: 3367236 SN: 78969122	Registered 8 & 15 August 16, 2013
US Federal	<u>BUSY KIDS LEARNING</u>	Registered August 20, 2013

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
Q2 uf 19	RN: 4386621 SN: 85664062	
US Federal al Q2 uf 20	<u>BUSY KIDS</u> RN: 4476772 SN: 85659482	Registered February 4, 2014
US Federal al Q2 uf 21	<u>JOANN.COM</u> RN: 3542904 SN: 77396746	Registered 8 & 15 December 30, 2014
US Federal al Q2 uf 22	<u>GO GREEN JO-ANN FABRIC AND CRAFT STORES and Design</u> RN: 3709703 SN: 77483915	Registered 8 & 15 August 21, 2015
US Federal al Q2 uf 23	<u>BIG TWIST</u> RN: 4956347 SN: 86179916	Registered May 10, 2016
US Federal al Q2 uf 24	<u>BUTTERCREAM</u> RN: 4957227 SN: 86580451	Registered May 10, 2016
US Federal al Q2	<u>FABRIC QUARTERS</u> RN: 4961771	Registered Supplemental Register May 17, 2016

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
uf 25	SN: 86649874	
US Federal Q2 uf 26	<u>QUILTERS SHOWCASE</u> RN: 4996196 SN: 86649871	Registered July 12, 2016
US Federal Q2 uf 27	<u>WE MADE IT</u> RN: 5008854 SN: 86532414	Registered July 26, 2016
US Federal Q2 uf 28	<u>FASHION &amp; FLUFF</u> RN: 5009164 SN: 86627923	Registered July 26, 2016
US Federal Q2 uf 29	<u>LITTLE MAKERS</u> RN: 5009165 SN: 86627936	Registered July 26, 2016
US Federal Q2 uf 30	<u>HOME OF THE MAKER</u> SN: 86569808	Allowed - Intent to Use Notice of Allowance Issued March 1, 2016
US Federal Q2 uf 31	<u>BLOOM ROOM</u> SN: 86634257	Pending – Notice of Acceptance of Statement of Use September 20, 2016
US Federal Q2 uf 32	<u>THE 5 &amp; TWINE</u> SN: 86222893	Pending – Notice of Acceptance of Statement of Use October 7, 2016
US Federal	<u>MYER</u>	Allowed - Intent to Use Notice of Allowance Issued

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
al Q2 uf 33	SN: 86760046	April 5, 2016
US Federal Q2 uf 34	HUDSON 43 SN: 86719568	Allowed - Intent to Use Notice of Allowance Issued June 21, 2016
US Federal Q2 uf 35	BUTTERCREAM SN: 86627942	Allowed - Intent to Use Notice of Allowance Issued July 19, 2016
US Federal Q2 uf 36	2 DAUGHTERS SN: 86225785	Published - Withdrawn From Issue April 22, 2016
US Federal Q2 uf 37	PURE HONEY SN: 86763004	Published July 26, 2016
US Federal Q2 uf 38	FAB LAB SN: 86580962	Published August 16, 2016
US Federal Q2 uf 39	ULTRA FLUFFY SN: 86627909	Pending - Awaiting Review for Publication Supplemental Register September 9, 2016
US State Q2 us 40	JO-ANN FABRICS AND CRAFTS RN: NH 350237 AN: 51901029	NEW HAMPSHIRE - Registered Last Status Received: Registered June 8, 2000

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
Canada Q2 ca 41	<u>MAKE IT-GIVE IT</u> RN: TMA919848 AN: 1639856	Canada Registered Last Status Received: Registered November 10, 2015
Canada Q2 ca 42	<u>LEGACY STUDIO</u> RN: TMA919876 AN: 1639859	Canada Registered Last Status Received: Registered November 10, 2015
Canada Q2 ca 43	<u>DOODLES and Design</u> RN: TMA919846 AN: 1639863	Canada Registered Last Status Received: Registered November 10, 2015
Canada Q2 ca 44	<u>KIDS' CAMPI</u> RN: TMA930567 AN: 1639855	Canada Registered Last Status Received: Registered March 3, 2016
Canada Q2 ca 45	<u>LA COLLECTION</u> RN: TMA930566 AN: 1639860	Canada Registered Last Status Received: Registered March 3, 2016
Canada Q2 ca 46	<u>CRAFT, CREATE AND CONSERVE</u> RN: TMA930548 AN: 1639861	Canada Registered Last Status Received: Registered March 3, 2016

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
Canada Q2 ca 47	<u>BUSY KIDS</u> RN: TMA930565 AN: 1639866	Canada Registered Last Status Received: Registered March 3, 2016 Office Status: Registration published
Canada Q2 ca 48	<u>BUSY KIDS LEARNING</u> RN: TMA947779 AN: 1639864	Canada Registered Last Status Received: Registered August 29, 2016 Office Status: Registration published
Canada Q2 ca 49	<u>BIG TWIST</u> AN: 1662198	Canada Published Last Status Received: Published March 13, 2015
Canada Q2 ca 50	<u>2 DAUGHTERS</u> AN: 1668795	Canada Published Last Status Received: Published May 15, 2015
Canada Q2 ca 51	<u>THE 5 &amp; TWINE</u> AN: 1668348	Canada Published Last Status Received: Published December 31, 2015
Canada Q2 ca 52	<u>HOME OF THE MAKER</u> AN: 1743280	Canada Published Last Status Received: Published August 12, 2016
Canada Q2 ca 53	<u>WE MADE IT BY JENNIFER GARNER and Design</u> AN: 1740191	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded

TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
Canada Q2 ca 54	<u>WE MADE IT</u> AN: 1740189	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded
Canada Q2 ca 55	<u>WE MADE IT BY JENNIFER GARNER</u> AN: 1740190	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded
Canada Q2 ca 56	<u>FAB LAB</u> AN: 1743281	Canada Filed Last Status Received: Pending Application February 17, 2016 Office Status: Filing date accorded
Canada Q2 ca 57	<u>FABRIC QUARTERS</u> AN: 1743288	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 58	<u>FASHION &amp; FLUFF</u> AN: 1743284	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 59	<u>ULTRA FLUFFY</u> AN: 1743283	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2	<u>QUILTERS SHOWCASE</u>	Canada Filed



TM Rec-ord	Trademark/Application No./Registration No.	Status/Status Date
ca 60	AN: 1743287	Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 61	<u>BLOOM ROOM</u> AN: 1743286	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 62	<u>LITTLE MAKERS</u> AN: 1743285	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 63	<u>BUTTERCREAM</u> AN: 1743282	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded
Canada Q2 ca 64	<u>HUDSON 43</u> AN: 1743289	Canada Filed Last Status Received: Pending Application February 22, 2016 Office Status: Filing date accorded
Canada Q2 ca 65	<u>MIYER</u> AN: 1772842	Canada Filed Last Status Received: Pending Application August 31, 2016 Office Status: Filing date accorded
Canada Q2 ca 66	<u>PURE HONEY</u> AN: 1772843	Canada Filed Last Status Received: Pending Application August 31, 2016

TM Rec- ord	Trademark/Application No./Registration No.	Status/Status Date
		Office Status: Filing date accorded

**TRADEMARK**

**REEL: 005908 FRAME: 0071**

**RECORDED: 10/24/2016**