

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HF Enterprises, Inc.		08/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ADMACO, INC.		
Street Address:	8000 Bent Branch Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1970555	THE FABRIC CARD	
Registration Number:	1971704	SEW PERFECT	
Registration Number:	1971703	SEW PERFECT	
Registration Number:	2090281	AMERICA'S FABRIC STORE	
Registration Number:	2161840	HANCOCK FABRICS	
Registration Number:	3157181	ABSOLUTELY COTTON	
Registration Number:	3790856	EVERYTHING BEGINS WITH FABRIC	
Registration Number:	3796499	DISCOVER THE DESIGNER IN YOU	
Registration Number:	3796501	STYLE STUDIO FASHION FABRICS	
Registration Number:	3796502	ACCESSORY WORKSHOP NOTIONS, EMBELLISHMEN	
Registration Number:	3869787	MAKE IT GREEN	
Registration Number:	4323061	HANCOCK FABRICS CRAFTS & MORE	
Registration Number:	4375882	DESIGNER GALLERY HOME FABRIC & DÉCOR	
Registration Number:	4640567	HANCOCK FABRICS CRAFTS & MORE	
Registration Number:	4908656	SPOT THE BOLT FOR HOME	
Registration Number:	4908654	SPOT THE BOLT FABRIC REDUCTIONS	
Registration Number:	4938438	THE STITCH	
CORRESPONDENCE DATA			

OP \$440.00 1970555

Fax Number: 2142064330

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: 214 206 4300

Email: trina@richardlawgroup.com

Correspondent Name: Molly Buck Richard

Address Line 1: 8411 Preston Road, Suite 890

Address Line 4: Dallas, TEXAS 75225

NAME OF SUBMITTER:	Molly Buck Richard
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SIGNATURE:	/Molly Buck Richard/
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DATE SIGNED:	11/13/2016
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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of this 4th day of August, 2016 by Hancock Fabrics, Inc., a Delaware corporation, Hancock Fabrics, LLC, a Delaware limited liability company, Hancock Fabrics of MI, Inc., a Delaware corporation, hancockfabrics.com, Inc., a Delaware corporation, HF Enterprises, Inc., a Delaware corporation, HF Merchandising, Inc., a Delaware corporation, and HF Resources, Inc., a Delaware corporation (collectively, "Assignor"), to ADMACO, INC. ("Assignee").

WITNESSETH:

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of July 18, 2016 (the "Purchase Agreement"), by and among Assignor, on the one hand, and Assignee, on the other hand, pursuant to which Assignor has agreed, among other things, to sell, convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Acquired Assets, including, without limitation, those trademarks set forth in Schedule I attached hereto (the "Assigned Trademarks"), and Assignee has agreed, among other things, to acquire the Acquired Assets, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, capitalized terms used, but not defined, herein shall have the respective meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Assignor does hereby irrevocably and exclusively does hereby sell, convey, transfer, assign and deliver to Assignee and Assignee's successors, assigns and other legal representatives, all right, title and interest worldwide, including all common law rights, in and to the Assigned Trademarks, together with the goodwill of any business symbolized by the Assigned Trademarks, and the right to bring any action at law or in equity for the infringement of such Trademarks occurring prior to the date hereof, including the right to receive all proceeds and damages therefrom.

2. At the reasonable request of Assignee, Assignor agrees to cooperate in a reasonable manner with Assignee with respect to the documentation, transfer, recording and registration of title, and perfection of the intellectual property rights assigned to Assignee pursuant to this Assignment and the Purchase Agreement. Without limiting the generality of the foregoing, Assignor agrees at Assignee's reasonable request and at Assignee's sole expense to execute such further documents and instruments and to do such further reasonable acts as may be necessary or desirable to document, transfer, perfect or register any of Assignee's rights or interests hereunder, in whole or in part. Solely for the purposes of this Assignment with regard to the Assigned Trademarks, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, deliver, record and file any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in

Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. Assignee and Assignor hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall prevail, govern and control in all respects without limitation.

4. This Assignment may not be amended, modified or supplemented except by (a) an instrument in writing signed by, or on behalf of, the parties hereto or (b) a waiver or extension. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

5. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

6. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above by an officer thereof duly authorized.

HANCOCK FABRICS, INC.
HANCOCK FABRICS, LLC
HANCOCK FABRICS OF MI, INC.
hancockfabrics.com, INC.
HF ENTERPRISES, INC.
HF MERCHANDISING, INC.
HF RESOURCES, INC.

By:

Name:
Title:

STATE OF Mississippi
COUNTY OF Lee

On this 4th day of August, 2016, before me, a Notary Public in and for said State, personally appeared Steven R. Morgan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Notary Public



[Signature Page to Assignment of Trademarks]

SCHEDULE I

Assigned Trademarks

<u>Description</u>	<u>Serial Number / Registration Number</u>
<u>U.S. Trademarks</u>	
The Fabric Card	1,970,555
Sew Perfect (tools)	1,971,704
Sew Perfect (bobbins, needles, etc)	1,971,703
America's Fabric Store	2,090,281
Hancock Fabrics	2,161,840
Hancock Fabrics - Canada	TMA594,330
Absolutely Cotton	3,157,181
Creative Sewing Solutions	3,489,170
Everything Begins with Fabric	3,790,856
Discover the Designer in You	3,796,499
Style Studio Fashion Fabrics	3,796,501
Accessory Workshop Notions, Embellishments & Crafts	3,796,502
Make it Green	3,869,787
Wishes & Dreams	4,125,678
Hancock Fabrics Crafts & More	4,323,061
Designer Gallery Home Fabric & Décor	4,375,882
Hancock Fabrics Crafts & More (Logo)	4,640,567
<u>Awaiting Registration</u>	
Spot the Bolt for Home	86708442
Spot the Bolt Fabric Reductions	86708426
The Stitch	86667840