

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADMACO, Inc.		12/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Michaels Stores Procurement Company, Inc.		
Street Address:	8000 Bent Branch Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2090281	AMERICA'S FABRIC STORE	
Registration Number:	2161840	HANCOCK FABRICS	
Registration Number:	3489170	CREATIVE SEWING SOLUTIONS	
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:	4125678	WISHES & DREAMS	
Registration Number:	4323061	HANCOCK FABRICS CRAFTS & MORE	
Registration Number:	4375882	DESIGNER GALLERY HOME FABRIC & DÉCOR	
Registration Number:	4640567	HANCOCK FABRICS CRAFTS & MORE	
Registration Number:	4908654	SPOT THE BOLT FABRIC REDUCTIONS	
Registration Number:	4908656	SPOT THE BOLT FOR HOME	
Registration Number:	4938438	THE STITCH	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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>			
Phone:	2142064300		

OP \$365.00 2090281

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

SIGNATURE: /Molly Buck Richard/

DATE SIGNED: 01/10/2017

Total Attachments: 8

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IP ASSIGNMENT & ASSUMPTION AGREEMENT

This IP ASSIGNMENT & ASSUMPTION AGREEMENT (this "Assignment") is made as of this 6th day of December, 2016 by ADMACO, Inc., a Delaware corporation ("Assignor"), for the benefit of Michaels Stores Procurement Company, Inc., a Delaware corporation. ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a wholly owned subsidiary of Assignee; and

WHEREAS, Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire and accept, all of Assignor's right, title and interest in, to and under certain assets and liabilities of Assignee, on the terms and subject to the conditions set forth in this Assignment, in each case all upon the terms and subject to the conditions set forth therein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee and Assignee's successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "Assigned Intellectual Property"):

(a) all right, title and interest in and to the trademarks, trade names, certification marks, service marks, trade dress and other source indicators owned by Assignor and listed on Schedule I attached hereto (the "Trademarks") together with the goodwill of any business symbolized thereby 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,

(b) all right, title and interest in the websites, domain names and URLs owned by Assignor and listed on Schedule II attached hereto (the "Domain Names");

(c) all customer names, physical addresses and email addresses, to the extent located within the business records of Assignor and all Assignor databases;

(d) Google Analytics information, consisting of Assignor's rights in and to Assignor's account, access to Assignor's account and all information contained therein; and

(e) to the extent not included in (a)-(d) above, any other intellectual property and related proprietary rights, interests and protections, software, telephone numbers, facsimile numbers, email addresses, directory listings, customer and supplier lists, written works, visual works, audio works, multimedia works, website, idea, concept, method, process, discovery or other intangible asset of any nature, whether in use, operational, active, under development or design, inoperative or inactive, owned, marketed, maintained, supported, used, licensed or

TRADEMARK

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otherwise held for use by, or licenses to or with respect to which rights are granted to, a person, whether arising under statutory or common law in any jurisdiction or otherwise, and includes the goodwill of Assignor's business symbolized by and associated with the foregoing.

2. Assumption of Assumed Liabilities. This Assignment is subject to the assumption by Assignee of all liabilities and obligations of Assignor to the extent exclusively or primarily resulting from, relating to or arising out of the Assigned Intellectual Property of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "Assumed Liabilities"). Assignee hereby assumes, and shall perform, pay and discharge when due the Assumed Liabilities. Nothing herein shall prevent Assignee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. Cooperation; Further Documents; Power of Attorney. Assignor agrees to cooperate fully with Assignee, at Assignee's sole cost and expense, with respect to the documentation 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 to do such further reasonable acts as may be necessary or desirable to document, perfect or register any of Assignee's rights or interests hereunder, in whole or in part. 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.

4. Miscellaneous Provisions.

(a) Amendments; Waiver. 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. 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.

(b) Headings; Interpretation.

(i) The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.

(ii) 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.

(c) Severability. 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.

(d) Successors and Assigns. This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


(e) Governing Law. 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 TEXAS APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

(f) Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

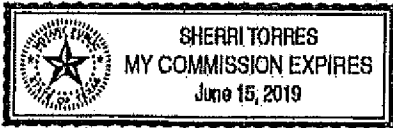
ADMACO, INC.


By 
Name: Michael J. Veitenheimer
Title: Vice President

STATE OF Texas
COUNTY OF Dallas

On this 10th day of December, 2016, before me, a Notary Public in and for said State, personally appeared Michael J. Veitenheimer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 (he person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.




Notary Public

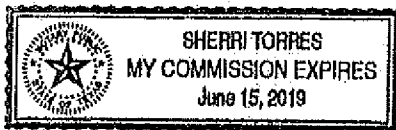
MICHAELS STORES PROCUREMENT
COMPANY, INC.

By Navin Rao
Name: Navin Rao
Title: Vice President – Assistant Secretary

STATE OF Texas
COUNTY OF Dallas

On this 10th day of December, 2016, before me, a Notary Public in and for said State, personally appeared Navin Rao, 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.



Sherril Torres
Notary Public

SCHEDULE I

Trademarks

Description **Serial Number / Registration Number**

U.S. Trademarks

The Fabric Card	1,970,555
Sew Perfect (bobbins, needles, etc)	1,971,703
Sew Perfect (tools)	1,971,704
America's Fabric Store	2,090,281
Hancock Fabrics	2,161,840
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
Spot the Bolt Fabric Reductions	4,908,654
Spot the Bolt for Home	4,908,656
The Stitch	4,938,438

Canadian Trademarks

Hancock Fabrics	TMA594,330
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Schedule II

Domain Names

Domain Name	Expiration Date
hancockfabrics.com	12/11/2018
cottonhq.com	5/5/2018
creativesewingsolutions.com	7/7/2018
decohq.com	5/5/2018
fleeceheadquarters.com	5/5/2018
hancockblog.com	12/29/2017
hancockblog.net	12/29/2017
hancockcares.com	9/20/2019
hancockfabric.com	3/1/2020
hancockfabric.info	3/8/2020
hancockfabric.net	3/8/2020
hancockfabrics.net	12/24/2017
hancockfabric.org	3/8/2020
hancockfabricks.com	9/18/2017
hancockfabrics.biz	12/29/2017
hancockfabrics.org	10/4/2018
hancockfabrics.us	12/29/2017
hancockfabricsblog.com	12/29/2017
hancockfabricsblog.net	12/29/2017
hancockfabricsucks.biz	12/29/2017
hancockfabricsucks.com	12/29/2017
hancockfabricsucks.info	12/29/2017
hancockfabricsucks.net	12/29/2017
hancockfabricsucks.org	12/29/2017
hancockfabricsucks.us	12/29/2017
hancocksucks.biz	12/29/2017
hancocksucks.com	12/29/2017
hancocksucks.info	12/29/2017
hancocksucks.net	12/29/2017
hancocksucks.org	12/29/2017
hancocksucks.us	12/29/2016

Domain Name	Expiration Date
hancockms.com	11/1/2018
hkfeh11.com	3/16/2018
hkfi.biz	1/6/2019
hkfine.biz	1/6/2019
hkfine.net	1/6/2019
hkfoffers.com	1/9/2018
hkfonline.com	7/26/2020
hkfstores.com	1/9/2018
hkfwholesale.com	8/25/2017
laurenhancock.com	4/14/2018
laurenhancockhome.com	4/14/2018
notionshq.com	5/5/2018
patternshq.com	5/5/2018
snuggieoutlet.com	11/16/2017
tell Hancock.com	1/25/2019
tell Hancock.net	1/25/2019
tellhkf.com	1/25/2019
tellhkf.net	1/25/2019
threadhq.com	5/5/2018