

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (3443/0818)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		05/23/2018	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1539734	AARON BROTHERS
Registration Number:	1539735	AARON BROTHERS ART MARTS
Registration Number:	1542560	AARON BROTHERS ART MARTS
Registration Number:	2352964	EXPRESS YOURSELF
Registration Number:	2435148	WHAT A DIFFERENCE A MAT MAKES
Registration Number:	2435149	YOU MAKE THE MEMORIES. WE MAKE THEM LAS
Registration Number:	2435150	AARON BROTHERS ART & FRAMING
Registration Number:	2435151	AARON BROTHERS ART & FRAMING
Registration Number:	2436920	ONE CENT FRAME SALE
Registration Number:	2440744	1¢ FRAME SALE
Registration Number:	2588495	TIMEFRAME PROFESSIONAL FRAMING. WHILE YO
Registration Number:	2588496	TIMEFRAME
Registration Number:	3026118	WE FRAME THE THINGS YOU LOVE
Registration Number:	3048037	WE FRAME THE THINGS YOU LOVE
Serial Number:	76561947	LIFE IS ART. FRAME IT.
Serial Number:	76561948	LIFE IS ART. FRAME IT.
Serial Number:	76561949	LIFE IS ART. FRAME IT.
Serial Number:	76626641	LIFE IS ART. FRAME IT.

CH \$540.00 1539734

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76636205	AARON BROTHERS BEST
Serial Number:	76636206	AARON BROTHERS BEST
Serial Number:	76636207	AARON BROTHERS BEST

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER:	509265/2137
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/25/2018

Total Attachments: 5

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**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the “Assignment”) dated as of May 23, 2018, is made by DEUTSCHE BANK AG NEW YORK BRANCH, as assignor (the “Assignor”) in favor of JPMORGAN CHASE BANK, N.A., as assignee (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below) unless otherwise specified herein.

WITNESSETH:

WHEREAS, MICHAELS STORES, INC., a Delaware corporation (the “Borrower”) certain Lenders from time to time parties thereto, the Assignor and the Assignee have entered into a Credit Agreement, dated as of October 31, 2006, (as amended and restated on January 28, 2013, as amended and restated on June 10, 2014, as amended and restated on September 28, 2016, as amended and restated on May 23, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2006, among the Borrower, AARON BROTHERS, INC., a Delaware corporation (the “Grantor”), certain other subsidiaries of Borrower from time to time parties thereto and the Assignor (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”), (i) the Grantor has granted a security interest (the “Security Interest”) to Assignor, as Collateral Agent for Lenders thereunder, in certain Intellectual Property Collateral, including the Trademarks set forth on Schedule A (the “Trademark Collateral”); (ii) the Assignor and the Grantor executed that certain Grant of Security Interest in United States Trademarks dated as of October 31, 2006 to record such Security Interest at the U.S. Patent and Trademark Office (the “USPTO”), and such Security Interest was recorded at the USPTO on November 15, 2006 at Reel No. 3443, Frame No. 0818; and (iii) pursuant to that certain Third Amendment to Amended and Restated Credit Agreement and Omnibus Amendment to Loan Documents (the “Third Amendment”), Assignor assigned to Assignee, as Collateral Agent effective of May 23, 2018, each of the Liens and security interests granted to Assignor under the Loan Documents and Assignee accepted and assumed all such Liens and security interests, in each case, for the benefit of the Secured Parties under the Loan Documents;

WHEREAS, Assignor and Assignee wish to confirm and record that the Security Agreement assigned Assignor’s Liens and security interests in the Trademark Collateral to Assignee;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto state, agree and confirm as follows:

1. Assignment. Pursuant to the Third Amendment, as of May 23, 2018, Assignor has assigned all of Assignor’s Security Interest in the Trademark Collateral to Assignee. The Security Agreement (and all rights and remedies of Administrative Agent, Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms and is incorporated fully herein by reference. In the event of any conflict between the terms of this

Assignment and the Security Agreement, the Security Agreement shall govern. The Assignor hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Assignment.

2. Counterparts. This Assignment may be executed by the parties to this Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

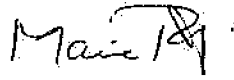
DEUTSCHE BANK AG NEW YORK BRANCH,
as Assignor

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Maria Guinchard
Title: Vice President

Accepted:

JPMORGAN CHASE BANK, N.A., as Assignee

A handwritten signature in black ink, appearing to read "Maria Riaz". The signature is written in a cursive style with a large, stylized initial "M".

By: _____

Name: MARIA RIAZ

Title: VICE PRESIDENT

Schedule A**Trademarks**

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No./App. No.</u>
Aaron Brothers, Inc.	Aaron Brothers	1539734
Aaron Brothers, Inc.	Aaron Brothers Art Marts	1539735
Aaron Brothers, Inc.	Aaron Brothers Art Marts	1542560
Aaron Brothers, Inc.	Express Yourself	2352964
Aaron Brothers, Inc.	What a Difference a Mat Makes	2435148
Aaron Brothers, Inc.	You Make the Memories. We Make Them Last.	2435149
Aaron Brothers, Inc.	Aaron Brothers Art & Framing	2435150
Aaron Brothers, Inc.	Aaron Brothers Art & Framing	2435151
Aaron Brothers, Inc.	One Cent Frame Sale	2436920
Aaron Brothers, Inc.	1¢ Frame Sale	2440744
Aaron Brothers, Inc.	Timeframe Professional Framing. While you Shop.	2588495
Aaron Brothers, Inc.	Timeframe	2588496
Aaron Brothers, Inc.	We Frame the Things You Love	3026118
Aaron Brothers, Inc.	We Frame the Things You Love	3048037
Aaron Brothers, Inc.	Life is Art. Frame It.	76561947
Aaron Brothers, Inc.	Life is Art. Frame It.	76561948
Aaron Brothers, Inc.	Life is Art. Frame It.	76561949
Aaron Brothers, Inc.	Life is Art. Frame It.	76626641
Aaron Brothers, Inc.	Aaron Brothers Best	76636205
Aaron Brothers, Inc.	Aaron Brothers Best	76636206
Aaron Brothers, Inc.	Aaron Brothers Best	76636207