

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (5863/0882)

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: 31

Property Type	Number	Word Mark
Registration Number:	4727348	MICHAELS
Registration Number:	4727349	MICHAELS
Registration Number:	4875710	STUDIO DECOR
Registration Number:	4727347	THE GLUE STRING
Registration Number:	5017567	CHARISMA
Registration Number:	5017568	IMPECCABLE
Registration Number:	5017569	SNUGGLY WUGGLY
Registration Number:	5021796	KNIT QUICK
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:	3489170	CREATIVE SEWING SOLUTIONS
Registration Number:	3790856	EVERYTHING BEGINS WITH FABRIC
Registration Number:	3796499	DISCOVER THE DESIGNER IN YOU
Registration Number:	3796501	STYLE STUDIO FASHION FABRICS

CH \$790.00 4727348

TRADEMARK

Property Type	Number	Word Mark
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
Serial Number:	86531928	MAKE MARKET
Serial Number:	86546599	MAKE MARKET
Serial Number:	86531927	MAKE MARKET
Serial Number:	86531925	MAKE MARKET
Serial Number:	86531924	MAKE MARKET
Serial Number:	86531921	MAKE MARKET
Serial Number:	86531920	MAKE MARKET

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: 6

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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, MICHAELS STORES PROCUREMENT COMPANY, 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 August 25, 2016 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 August 25, 2016 at Reel No. 5863, Frame No. 0882; 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.

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

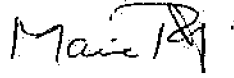
DEUTSCHE BANK AG NEW YORK BRANCH,
as Assignor

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Maria Guinchard
Title: Vice President

Accepted:

JPMORGAN CHASE BANK, N.A., as Assignee



By: _____

Name: MARIA RIAZ

Title: VICE PRESIDENT

Schedule A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u>
Michaels Stores Procurement Company, Inc.	Design only	4,727,348
Michaels Stores Procurement Company, Inc.	Design only	4,727,349
Michaels Stores Procurement Company, Inc.	STUDIO DECOR	4,875,710
Michaels Stores Procurement Company, Inc.	THE GLUE STRING	4,727,347
Michaels Stores Procurement Company, Inc.	CHARISMA	5,017,567
Michaels Stores Procurement Company, Inc.	IMPECCABLE	5,017,568
Michaels Stores Procurement Company, Inc.	SNUGGLY WUGGLY	5,017,569
Michaels Stores Procurement Company, Inc.	KNIT QUICK	5,021,796
Michaels Stores Procurement Company, Inc.	The Fabric Card	1,970,555
Michaels Stores Procurement Company, Inc.	Sew Perfect (tools)	1,971,704
Michaels Stores Procurement Company, Inc.	Sew Perfect (bobbins, needles, etc)	1,971,703
Michaels Stores Procurement Company, Inc.	America's Fabric Store	2,090,281
Michaels Stores Procurement Company, Inc.	Hancock Fabrics	2,161,840
Michaels Stores Procurement Company, Inc.	Absolutely Cotton	3,157,181
Michaels Stores Procurement Company, Inc.	Creative Sewing Solutions	3,489,170
Michaels Stores Procurement Company, Inc.	Everything Begins with Fabric	3,790,856
Michaels Stores Procurement Company, Inc.	Discover the Designer in You	3,796,499
Michaels Stores Procurement Company, Inc.	Style Studio Fashion Fabrics	3,796,501
Michaels Stores Procurement Company, Inc.	Accessory Workshop Notions, Embellishments & Crafts	3,796,502

Michaels Stores Procurement Company, Inc.	Make it Green	3,869,787
Michaels Stores Procurement Company, Inc.	Wishes & Dreams	4,125,678
Michaels Stores Procurement Company, Inc.	Hancock Fabrics Crafts & More	4,323,061
Michaels Stores Procurement Company, Inc.	Designer Gallery Home Fabric & Decor	4,375,882
Michaels Stores Procurement Company, Inc.	Hancock Fabrics Crafts & More (Logo)	4,640,567

Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,928
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/546,599
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,927
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,925
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,924
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,921
Michaels Stores Procurement Company, Inc.	MAKE MARKET	86/531,920