

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475485

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|---|---|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MICHAELS STORES PROCUREMENT COMPANY, INC. | | 05/23/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A, as Collateral Agent | | |
| Street Address: | 10 S. Dearborn | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5450039 | FRAMERS POINTE | |
| Registration Number: | 5195739 | CRAFT SMART | |
| Registration Number: | 5342131 | MAKE CREATIVITY HAPPEN | |
| Registration Number: | 5355801 | BOO IT YOURSELF | |
| Registration Number: | 5220674 | MAKE MARKET | |
| Registration Number: | 5220673 | MAKE MARKET | |
| Registration Number: | 5220672 | MAKE MARKET | |
| Registration Number: | 5220671 | MAKE MARKET | |
| Registration Number: | 5220668 | MAKE MARKET | |
| Registration Number: | 5220663 | MAKE MARKET | |
| Registration Number: | 5215967 | MAKE MARKET | |
| Registration Number: | 5238997 | MAKE MARKET | |
| Registration Number: | 5215966 | MAKE MARKET | |
| Registration Number: | 5215965 | MAKE MARKET | |
| Registration Number: | 5215964 | MAKE MARKET | |
| Registration Number: | 5220662 | MAKE MARKET | |
| Registration Number: | 5220661 | MAKE MARKET | |
| Registration Number: | 4908656 | SPOT THE BOLT FOR HOME | |

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TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 4908654 | SPOT THE BOLT FABRIC REDUCTIONS |
| Registration Number: | 4938438 | THE STITCH |

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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- source=4. Michaels - TM Security Agreement#page2.tif
- source=4. Michaels - TM Security Agreement#page3.tif
- source=4. Michaels - TM Security Agreement#page4.tif
- source=4. Michaels - TM Security Agreement#page5.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**
(this "Agreement")

May 23, 2018

WHEREAS, MICHAELS STORES PROCUREMENT COMPANY, INC., a Delaware corporation (the "Grantor"), with its principal offices at 8001 Ridgepoint Drive, Irving, Texas 75063, is the owner of all right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") including, without limitation, the Marks set forth on Schedule A attached hereto;

WHEREAS, JPMORGAN CHASE BANK, N.A, as Collateral Agent, having its principal offices at 10 S. Dearborn St., Chicago, IL 60603 (the "Grantee"), desires to acquire a security interest in said Marks; and

WHEREAS, the Grantor wishes to grant to the Grantee a security interest in and lien upon the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of October 31, 2006, made by certain affiliates of the Grantor, the other assignors from time to time party thereto and the Grantee (as amended on May 23, 2018 and as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Security Interest. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under the (i) Marks (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

[Remainder of this page intentionally left blank; signature page follows]

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

MICHAELS STORES PROCUREMENT
COMPANY, INC.
as Grantor

By: *Denise Paulonis*
Name: Denise Paulonis
Title: Executive Vice President - Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006391 FRAME: 0631

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent.

A handwritten signature in black ink, appearing to read "Maria Riaz", written over a horizontal line.

By: _____
Name: MARIA RIAZ
Title: VICE PRESIDENT

SCHEDULE A

Trademarks

| Trademark | Reg. # | Appl. # | Status | Owner (USPTO) |
|------------------------|---------------|----------------|---------------|---|
| FRAMERS POINTE | 5,450,039 | 87471437 | Current | Michaels Stores Procurement Company, Inc. |
| CRAFT SMART | 5,195,739 | 87225713 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE CREATIVITY HAPPEN | 5,342,131 | 87177543 | Current | Michaels Stores Procurement Company, Inc. |
| BOO IT YOURSELF | 5,355,801 | 86973111 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,674 | 86554539 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,673 | 86554536 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,672 | 86554534 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,671 | 86554532 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,668 | 86546602 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,663 | 86531918 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,215,967 | 86531914 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,238,997 | 86531912 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,215,966 | 86531910 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,215,965 | 86531907 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,215,964 | 86531903 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,662 | 86531899 | Current | Michaels Stores Procurement Company, Inc. |
| MAKE MARKET | 5,220,661 | 86531883 | Current | Michaels Stores Procurement Company, Inc. |

[Signature Page to Trademark Security Agreement]

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|---------------------------------------|-----------|----------|---------|--|
| SPOT THE BOLT FOR HOME | 4,908,656 | 86708442 | Current | Michaels Stores Procurement Company, Inc. |
| SPOT THE BOLT FABRIC REDUCTIONS | 4,908,654 | 86708426 | Current | Michaels Stores Procurement Company, Inc. |
| THE STITCH | 4,938,438 | 86667840 | Current | Michaels Stores Procurement Company, Inc. |

[Signature Page to Trademark Security Agreement]