

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/28/2019	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SBAR'S INC.
Street Address:	14 Sbar Boulevard
City:	Moorestown
State/Country:	NEW JERSEY
Postal Code:	08057
Entity Type:	Corporation: NEW JERSEY
Name:	A.C. MOORE INCORPORATED
Street Address:	130 A.C. Moore Drive
City:	Berlin
State/Country:	NEW JERSEY
Postal Code:	80090
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4750364	NICOLE'S KITCHEN HOMEMADE GOODNESS
Registration Number:	3483570	NICOLE KIDS FOAM ZONE
Registration Number:	4773735	N STITCH STUDIO BY NICOLE
Registration Number:	5581026	NICOLE'S N FASHION COLOR YOUR LIFE
Registration Number:	4770158	NICOLE'S BEAD SHOP
Registration Number:	4801023	BRIGHT MINDS BY NICOLE
Registration Number:	5612095	NICOLE
Registration Number:	5680826	SEASONS BY NICOLE

CORRESPONDENCE DATA

Fax Number: 6179518736

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.

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Phone: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal Street
Address Line 2: c/o Morgan lewis Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 05/31/2019

Total Attachments: 7

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**PARTIAL TERMINATION AND RELEASE
OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS**

This PARTIAL TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of May 28, 2019, is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent, (the "Grantee"), in favor of **SBAR'S INC.**, a New Jersey corporation ("SBAR") and **A.C. MOORE INCORPORATED**, a Pennsylvania corporation ("ACM") and together with SBAR, each individually, a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of February 27, 2019, made by SBAR in favor of the Grantee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "SBAR Trademark Grant"), a continuing security interest (the "Security Interest") was granted by SBAR to the Grantee in all of such SBAR's right, title and interest in and to the Marks (as defined in the SBAR Trademark Grant), including the specified trademarks identified on Schedule A attached hereto;

WHEREAS, pursuant to that certain First Supplement to Grant of Security Interest in United States Trademarks, dated as of August 26, 2014, made by ACM in favor of the Grantee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First ACM Trademark Grant"), a Security Interest was granted by ACM to the Grantee in all of such ACM's right, title and interest in and to the Marks (as defined in the First ACM Trademark Grant), including the specified trademarks identified on Schedule B attached hereto;

WHEREAS, pursuant to that certain Second Supplement to Grant of Security Interest in United States Trademarks, dated as of February 27, 2019, made by ACM in favor of the Grantee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second ACM Trademark Grant"), a Security Interest was granted by ACM to the Grantee in all of such ACM's right, title and interest in and to the Marks (as defined in the Second ACM Trademark Grant), including the specified trademarks identified on Schedule C attached hereto;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of February 27, 2019 (the "Security Agreement") by and among the Collateral Agent and the Loan Parties party thereto, a Security Interest was granted by ACM to the Grantee in all of ACM's right, title and interest in and to the Trademarks (as defined in the Security Agreement), including the specified trademarks identified on Schedule D attached hereto;

WHEREAS, an executed copy of the SBAR Trademark Grant was recorded in the United States Patent and Trademark Office (the "USPTO") on February 28, 2019 at Reel 6577 Frame 0792;

WHEREAS, an executed copy of the First ACM Trademark Grant was recorded in the USPTO on October 9, 2014 at Reel 5377 Frame 0948;

WHEREAS, an executed copy of the Second ACM Trademark Grant was recorded in the USPTO on February 28, 2019 at Reel 6577 Frame 0787; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Marks set forth on Schedule A, Schedule B, Schedule C, and Schedule D only (hereinafter referred to as the “Specified Trademarks”) attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Grantee hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Specified Trademarks, without recourse, representation or warranty, all of Grantee’s right, title and interest that it may have in Specified Trademarks, together with the goodwill of the businesses symbolized thereby. Grantee hereby authorizes and requests that the USPTO note and record this Partial Release.

Except for the release of the Specified Trademarks specifically identified in Schedule A, Schedule B, Schedule C, and Schedule D attached hereto, all terms and provisions of the First ACM Trademark Grant and the Second ACM Trademark Grant shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the First ACM Trademark Grant and the Second ACM Trademark Grant, as modified hereby, or alter, waive, annul, vary, affect or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or Security Interest in the Marks (as defined in the First ACM Trademark Grant or Second ACM Trademark Grant, as applicable) shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

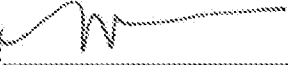
3. Electronic Signatures. This Partial Release may be executed by electronic delivery of a .pdf copy of the signature page hereto and such delivery shall be effective as delivery of an original executed signature page.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has executed this Partial Release by its duly authorized officer as of the date first above written.



**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee**

By: 
Name: Michele L. Clemons
Title: Authorized Officer

[A.C. Moore – Signature Page to Termination and Release of Trademarks]

**TRADEMARK
REEL: 006659 FRAME: 0564**

SCHEDULE A

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
SBAR'S INC		United States	4,750,364
SBAR'S INC		United States	3,483,570

SCHEDULE B

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number (Application Number)</u>
A.C. MOORE INCORPORATED		United States	4,773,735
A.C. MOORE INCORPORATED		United States	5,581,026
A.C. MOORE INCORPORATED	NICOLE'S BEAD SHOP	United States	4,770,158

SCHEDULE C

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number (Application Number)</u>
A.C. MOORE INCORPORATED		United States	4,801,023
A.C. MOORE INCORPORATED	NICOLE	United States	5,612,095
A.C. MOORE INCORPORATED	SEASONS BY NICOLE	United States	5,680,826

SCHEDULE D

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number (Application Number)</u>
A.C. MOORE INCORPORATED	NICOLE	China	(21362274)
A.C. MOORE INCORPORATED	NICOLE	China	(21362273)
A.C. MOORE INCORPORATED	NICOLE	China	(30161293)
A.C. MOORE INCORPORATED	NICOLE	China	21362272