

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.C. Moore Incorporated		11/22/2019	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Michaels Stores Procurement Company, Inc.		
<b>Street Address:</b>	8000 Bent Branch Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75063		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5763906	PINWHEEL POINTS	
<b>Serial Number:</b>	86785268	CRAFTOLOGIST	
<b>Registration Number:</b>	4924575	TIPS & TOES	
<b>Registration Number:</b>	4704759	CREATE MORE SHARE MORE SAVE MORE	
<b>Registration Number:</b>	4474276	CRAFTING A BETTER WORLD! A.C. MOORE ARTS	
<b>Registration Number:</b>	3962493	A.C. MOORE ARTS & CRAFTS	
<b>Registration Number:</b>	3786835	A.C. MOORE ARTS & CRAFTS	
<b>Registration Number:</b>	3641950	A.C. MOORE ARTS & CRAFTS	
<b>Registration Number:</b>	3850416	DREAM IT. CREATE IT. SHARE IT.	
<b>Registration Number:</b>	4049495		
<b>Registration Number:</b>	3786834	A.C. MOORE ARTS AND CRAFTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146614899		
<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>			
<b>Phone:</b>	214.953.6500		
<b>Email:</b>	daltmdept@bakerbotts.com		
<b>Correspondent Name:</b>	Cecily Porterfield, Baker Botts L.L.P.		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 900		

CH \$290.00 5763906

TRADEMARK

**Address Line 4:** Dallas, TEXAS 75201-2900

**ATTORNEY DOCKET NUMBER:** 087001.0105

**NAME OF SUBMITTER:** Cecily Porterfield

**SIGNATURE:** /Cecily Porterfield/

**DATE SIGNED:** 12/03/2019

**Total Attachments: 15**

source=2019-11-27 IP Assignment -Redacted - AC Moore Incorporated, et al to Michaels Stores Procurement Company, Inc#page1.tif

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**WORLDWIDE OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT**

This Worldwide Omnibus Intellectual Property Assignment (this “**Assignment**”) is effective as of November 22, 2019 (the “**Effective Date**”) and is by and among, on the one hand, **A.C. Moore Incorporated**, a corporation organized under the laws of the Commonwealth of Virginia (“**ACM**”), **A.C. Moore Urban Renewal, LLC**, a New Jersey limited liability company (“**ACU**”) and **A.C. Moore Arts & Crafts, Inc.**, a corporation organized under the laws of the Commonwealth of Pennsylvania (“**A&C**”) and, together with ACM and ACU, the “**Assignors**” or “**Sellers**”) and on the other hand, Michaels Stores Procurement Company, Inc., a corporation organized under the laws of the state of Delaware (the “**Assignee**” or “**Buyer**”).

WHEREAS, Assignors and Assignees are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**APA**”) pursuant to which, subject to the terms and conditions therein, Sellers agreed to sell to Buyer and Buyer agreed to purchase from Sellers the Purchased Assets (as defined in the APA), and Sellers agreed to assign to Buyer all of Sellers’ rights, title and interest in and to, arising out of and associated with all of the Intellectual Property (as defined in the APA) relating to, used or held for use in connection with or necessary for the operation of, the Business (as defined in the APA);

WHEREAS, Assignors represent and warrant that they are the owners of the Intellectual Property assets set forth on the “**Schedule A**” and “**Schedule B**” attached hereto;

WHEREAS, Assignors desire to transfer and assign to Assignee exclusive ownership of all Intellectual Property owned by Assignors, free and clear of all liens, claims and encumbrances (other than Permitted Encumbrances, as defined in the APA), including, but not limited to: (i) all names, marks, trademarks, service marks, trade names, trade dress, logos, social media accounts and handles, or other corporate designations, including common law trademarks and service marks, and any related registrations and pending applications therefor, including, but not limited to, those listed on the attached **Schedule A**, together with the goodwill of the business symbolized thereby and associated therewith throughout the world (collectively, the “**Marks**”); and (ii) the domain names and subdomains identified on **Schedule B** attached hereto and made a part hereof (collectively, the “**Domain Names**”).

WHEREAS, Assignee desires to acquire all of Assignors’ ownership, rights, title and interest in and to the Intellectual Property, including, but not limited to, the Marks and Domain Names identified on **Schedule A** and **Schedule B** attached hereto and the goodwill associated therewith, all as more specifically set forth herein, Assignee being a successor to the business of Assignors to which the Marks pertain and which business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, as set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, the parties hereto agree as follows:

1. Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, its successors and assigns, without reservation of right, title or interest, and free and clear of all liens, claims and encumbrances, the entire ownership, right, title and interest of Assignors, throughout the world, in and to all the Intellectual Property, including, but not limited to, (i) all of the Marks, including, but not limited to, the related applications and registrations therefor, as set forth on the

attached **Schedule A**, together with the goodwill of Assignors' business associated therewith, appurtenant thereto, and symbolized thereby, and the business to which the Marks pertain; and (ii) the Domain Names, along with all renewals, reissuances and extensions of rights thereof; together with, in each instance, all worldwide rights to income, royalties, and license fees deriving from the Intellectual Property, including, the Marks and Domain Names, all claims for damages by reason of past, present and future violation, infringement, unfair competition, dilution or misappropriation of the Intellectual Property, or injury to the goodwill associated with the Intellectual Property, and the right to sue for and collect such damages and payments now or hereafter due or payable, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. Following the execution of this Assignment, and at Assignee's reasonable request, Assignors shall take all reasonable steps necessary to effect the transfer of all the Intellectual Property to Assignee, without further consideration or remuneration from Assignee. Specifically, with respect to the Domain Names and social media accounts and handles identified in **Schedules A and B**, Assignors shall provide Assignee with all transfer authorization codes and other information necessary for Assignee to acquire, access and fully control the Domain Names and social media accounts and handles. With respect to the Marks, at Assignee's reasonable request, Assignors shall timely execute and deliver to Assignee any additional consents and further assignment documents that may be required to give full effect to this Assignment without further consideration or remuneration from Assignee. In the event that any of the Marks come due for any maintenance filings, renewals or other filings necessary to maintain the Marks prior to the filing and/or recordation of this Assignment (or any further assignment documents that may be required to be filed to effect the transfer of the Marks to Assignee), Assignors shall reasonably cooperate with Assignee's requests to maintain and enforce all applications and registrations and other filings worldwide, including, but not limited to, the execution of further documents, declarations or affidavits. All recordations and filings of this Assignment and any other assignments hereunder shall be made at Assignee's expense. In the event that any of the Domain Names come due for any renewals prior to the transfer of such Domain Names to Assignee, Assignors shall reasonably cooperate with Assignee's requests to renew such Domain Names to ensure that they do not fall into the public domain.


3. This Assignment, together with the APA (and all exhibits thereto) entered into between the parties simultaneously herewith, embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the APA and/or this Assignment. Any discrepancy between this Assignment and the APA shall be governed and controlled by the APA.

4. This Assignment may be executed in any number of exchanged counterparts, whether by facsimile, PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

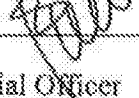
[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

A.C. MOORE INCORPORATED

By:   
Name: Kirk Simme  
Title: Chief Financial Officer

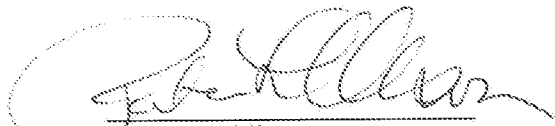
A.C. MOORE ARTS & CRAFTS, INC.

By:   
Name: Kirk Simme  
Title: Chief Financial Officer

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Essex )

ACKNOWLEDGMENT

On this 27 day of November, 2019, before me came Kirk Simme, who stated that he is the Chief Financial Officer of A.C. Moore Arts & Crafts, Inc. and acknowledged that he executed the above instrument as the act and deed of A.C. Moore Arts & Crafts, Inc. with full authority to do so.

  
\_\_\_\_\_  
Notary Public

PATRICIA L. OLSON  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
JUNE 11, 2022

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Gloucester )

ACKNOWLEDGMENT

On this 27 day of November, 2019, before me came Kirk Simme, who stated that he is the Chief Financial Officer of A.C. Moore Incorporated and acknowledged that he executed the above instrument as the act and deed of A.C. Moore Incorporated with full authority to do so.

  
\_\_\_\_\_  
Notary Public

PATRICIA L. OLSON  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
JUNE 11, 2022



ACCEPTED AND ACKNOWLEDGED BY:

MICHAELS STORES PROCUREMENT COMPANY, INC.

By: *Denise Paulonis*

Name: Denise Paulonis

Title: Executive Vice President & Chief Financial Officer

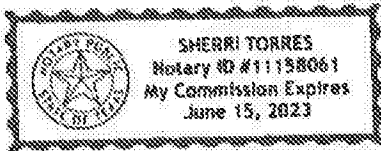
[Signature Page to Worldwide Omnibus Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 006807 FRAME: 0789**

STATE OF TEXAS                    )  
  ) ss.:  
COUNTY OF DALLAS                )

ACKNOWLEDGMENT

On this 22nd day of November, 2019, before me came Denise Paulonis, who stated that she is the Executive Vice President and Chief Financial Officer of Michaels Stores Procurement Company, Inc. and acknowledged that she executed the above instrument as the act and deed of Michaels Stores Procurement Company, Inc. with full authority to do so.




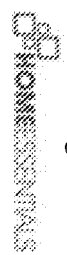


*Sherril Torres*  
\_\_\_\_\_  
Notary Public

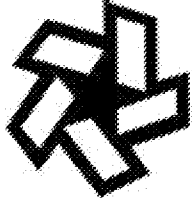

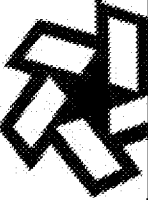
[Signature Page to Worldwide Omnibus Intellectual Property Assignment]

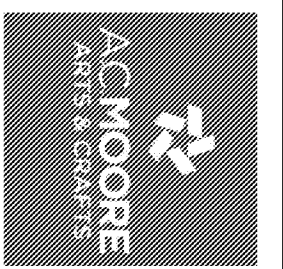

**SCHEDULE A**  
**Trademarks**

<b><u>MARK</u></b>	<b><u>TERRITORY</u></b>	<b><u>STATUS</u></b>	<b><u>APPLICATION and REGISTRATION</u></b>	<b><u>GOODS / SERVICES</u></b>	<b><u>OWNER</u></b>
PINWHEEL POINTS	US	Registered	<p><b>App. Number:</b> 87169309 <b>Filed:</b> 13-SEP-2016</p> <p><b>Reg. Number:</b> 5763906 <b>Registered:</b> 28-MAY-2019</p>	<p><b>INT. CL. 35</b> PROVIDING INCENTIVE AWARD PROGRAMS AS PART OF A CUSTOMER LOYALTY PROGRAM; CUSTOMER LOYALTY SERVICES AND CUSTOMER CLUB SERVICES, FOR COMMERCIAL, PROMOTIONAL AND/OR ADVERTISING PURPOSES; RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS, KNITTING AND CROCHETING, CHILDREN'S CRAFTS AND EDUCATIONAL TOYS, JEWELRY, FINE ART SUPPLIES; DISTRIBUTION OF COUPONS VIA A WEBSITE</p>	A.C. Moore Incorporated
CRAFTOLOGIST	US	Pending	<p><b>App. Number:</b> 86785268 <b>Filed:</b> 12-OCT-2015</p>	<p><b>INT. CL. 35</b> RETAIL STORE SERVICES FEATURING ARTS, CRAFTS AND RETAIL STORE SERVICES FEATURING FLOWERS; CUSTOMER SERVICES, NAMELY, RESPONDING TO CUSTOMERS' INQUIRIES FOR OTHERS IN THE FIELD OF DO-IT-YOURSELF ARTS AND CRAFTS; PROVIDING CONSUMER PRODUCT INFORMATION RELATING TO DO-IT-YOURSELF ARTS AND CRAFTS</p>	A.C. Moore Incorporated

<u>MARK</u>	<u>TERRITORY</u>	<u>STATUS</u>	<u>APPLICATION and REGISTRATION</u>	<u>GOODS / SERVICES</u>	<u>OWNER</u>
TIPS & TOES	US	Registered	App. Number: 86569925 Filed: 19-MAR-2015  Reg. Number: 4924575 Registered: 22-MAR-2016	INT. CL. 41 PROVIDING ADVICE IN THE FIELD OF DO-IT-YOURSELF ARTS AND CRAFTS TO CONSUMERS, NAMELY, PROVIDING ARTISTIC ADVICE  INT. CL. 3 NAIL POLISH	A.C. Moore Incorporated
CREATE MORE SHARE MORE SAVE MORE	US	Registered	App. Number: 86096428 Filed: 21-OCT-2013  Reg. Number: 4704759 Registered: 17-MAR-2015	INT. CL. 35 RETAIL STORE SERVICES FEATURING ARTS AND CRAFTS, HOUSEHOLD DECOR PRODUCTS, GREETING CARDS AND GREETING CARD MAKING MATERIALS, SEASONAL AND HOLIDAY DECORATIONS, COSTUMES, KNITTING MATERIALS, FLORAL ARRANGING MATERIALS, JEWELRY AND CLOTHING MAKING MATERIALS, CAKE AND CANDY MAKING AND DECORATING MATERIALS, PICTURE FRAMES AND PICTURE FRAMING MATERIALS, AND PHOTO ALBUMS AND SCRAPBOOKING MATERIALS	A.C. Moore Incorporated
CRAFTING A BETTER WORLD! A.C. MOORE ARTS & CRAFTS NO ONE	US	Registered	App. Number: 85939188 Filed: 22-MAY-2013  Reg. Number: 4474276 Registered: 28-JAN-2014	INT. CL. 36 CHARITABLE FUNDRAISING SERVICES	A.C. Moore Incorporated

<u>MARK</u>	<u>TERRITORY</u>	<u>STATUS</u>	<u>APPLICATION and REGISTRATION</u>	<u>GOODS / SERVICES</u>	<u>OWNER</u>
DOES ARTS, CRAFTS & FLORALS BETTER! &  <b>ACMOORE</b> Dartmouth College Certificate of Designated Trademark					
HOMEESSENTIALS & Design 	US	Registered	App. Number: 85917401 Filed: 29-APR-2013 Reg. Number: 4450995 Registered: 17-DEC-2013	INT. CL. 20 PICTURE FRAMES	A.C. Moore Arts & Crafts, Inc.
A.C. MOORE ARTS & CRAFTS & Design 	US	Registered	App. Number: 77799581 Filed: 07-AUG-2009 Reg. Number: 3962493 Registered: 17-MAY-2011	INT. CL. 35 RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS	A.C. Moore Incorporated
A.C. MOORE ARTS & CRAFTS	US	Registered	App. Number: 77711373 Filed: 10-APR-2009 Reg. Number: 3786835 Registered: 11-MAY-2010	INT. CL. 35 RETAIL STORE SERVICES FOR ARTS, CRAFTS AND FLORAL SUPPLIES	A.C. Moore Incorporated
A.C. MOORE ARTS & CRAFTS 	US	Registered	App. Number: 77445839 Filed: 11-APR-2008 Reg. Number: 3641950 Registered: 23-JUN-2009	INT. CL. 35 RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS, FLORAL ARRANGING MATERIALS AND SCRAP BOOKING MATERIALS	A.C. Moore Incorporated
DREAM IT. CREATE IT. SHARE IT.	US	Registered	App. Number: 77228968 Filed: 13-JUL-2007 Reg. Number: 3850416 Registered: 21-SEP-2010	INT. CL. 35 RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS, SCRAPBOOKING SUPPLIES, FLORAL SUPPLIES, AND PICTURE FRAMES	A.C. Moore Incorporated

<u>MARK</u>	<u>TERRITORY</u>	<u>STATUS</u>	<u>APPLICATION and REGISTRATION</u>	<u>GOODS / SERVICES</u>	<u>OWNER</u>
	US	Registered	App. Number: 77228976 Filed: 13-JUL-2007 Reg. Number: 4049495 Registered: 01-NOV-2011	INT. CL. 35 RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS, SCRAPBOOKING SUPPLIES, FLORAL SUPPLIES, AND PICTURE FRAMES INT. CL. 40 CUSTOM FRAMING SERVICES	A.C. Moore Incorporated
A.C. MOORE ARTS & CRAFTS	US	Registered	App. Number: 777711363 Filed: 23-FEB-2010 Reg. Number: 3786834 Registered: 11-MAY-2010	INT. CL. 35 RETAIL STORE SERVICES FOR ARTS, CRAFTS AND FLORAL SUPPLIES	A.C. Moore Incorporated
A.C. MOORE MARKETPLACE	US	n/a	n/a	Online retail store services featuring handmade products of others	A.C. Moore Incorporated
	US	n/a	n/a	Online retail store services featuring handmade products of others	A.C. Moore Incorporated
A.C. MOORE	China	Registered	App. Number: 21362276 Filed: 21-SEP-2016 Reg. Number: 21362276 Registered: 07-JAN-2018	INT. CL. 35 Presentation of goods on communication media, for retail purposes; sales promotion for others; Import-export agency services; compilation of information into computer databases; Accounting; rental of vending machines	A.C. Moore Incorporated
	China	Registered	App. Number: 21362275 Filed: 21-SEP-2016 Reg. Number: 21362275 Registered: 07-JAN-2018	INT. CL. 35 Personnel management consultancy; relocation services for businesses; compilation of information into computer databases; Accounting; rental of vending machines; sponsorship search	A.C. Moore Incorporated

<u>MARK</u>	<u>TERRITORY</u>	<u>STATUS</u>	<u>APPLICATION and REGISTRATION</u>	<u>GOODS / SERVICES</u>	<u>OWNER</u>
	N/A	N/A	N/A	N/A	A.C. Moore Incorporated
	N/A	N/A	N/A	N/A	A.C. Moore Incorporated
A. C. Moore	N/A	N/A	N/A	N/A	A.C. Moore Incorporated

**SCHEDULE A**

**Social Media Accounts and Handles**

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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