

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM552091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreements		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		11/22/2019	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Retail DB I, LLC		
<b>Street Address:</b>	800 Boylston Street, 27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77705318	EVERYDAY VALUE. VALUE EVERYDAY	
<b>Registration Number:</b>	3786835	A.C. MOORE ARTS & CRAFTS	
<b>Registration Number:</b>	3786834	A.C. MOORE ARTS AND CRAFTS	
<b>Registration Number:</b>	3962493	A.C. MOORE ARTS & CRAFTS	
<b>Serial Number:</b>	77799590	A.C. MOORE ARTS & CRAFTS	
<b>Serial Number:</b>	77861763	CRAFTING A BETTER WORLD A.C. MOORE	
<b>Registration Number:</b>	3888851	THE COMMON THREAD	
<b>Registration Number:</b>	3888850	THE COMMON THREAD	
<b>Serial Number:</b>	85939188	CRAFTING A BETTER WORLD! A.C. MOORE ARTS	
<b>Serial Number:</b>	86096428	CREATE MORE SHARE MORE SAVE MORE	
<b>Serial Number:</b>	86133325	FOREVER YOURS	
<b>Serial Number:</b>	86133322	NICOLE'S BOUTIQUE NICOLE QUALITY VALUE	
<b>Registration Number:</b>	4924575	TIPS & TOES	
<b>Registration Number:</b>	4450995	HOMEESSENTIALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128945765		
<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>			

CH \$365.00 77705318

<b>Phone:</b>	2129406766
<b>Email:</b>	ian.farias@katten.com
<b>Correspondent Name:</b>	Virginia F. Mann, Katten Muchin Rosenman
<b>Address Line 1:</b>	575 Madison Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	J. Ian Farias
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<b>SIGNATURE:</b>	/J. Ian Farias/
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<b>DATE SIGNED:</b>	12/05/2019
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**Total Attachments: 7**

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**ASSIGNMENT AND ASSUMPTION  
OF TRADEMARK SECURITY AGREEMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENTS** (this “Assignment”), is dated as of November 22, 2019, and made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as assigning Grantee (the “Assignor”), to **RETAIL DB I, LLC**, (the “Assignee”).

WHEREAS, pursuant to that certain (a) Grant of Security Interest in United States Trademarks, dated as of November 18, 2011, made by A.C. Moore Incorporated, a Virginia corporation (f/k/a Blackwood Assets, Inc.) (“AC Incorporated”) in favor of Assignor (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “2011 Grant”), (b) First Supplement to Grant of Security Interest in United States Trademarks, dated as of August 26, 2014, by AC Incorporated in favor of Assignor (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “First Supplement”), and (c) Second Supplement to Grant of Security Interest in United States Trademarks, dated as of February 27, 2019, by A.C. Moore Arts & Crafts, Inc., a Pennsylvania corporation (“ACM”) and AC Incorporated in favor of Assignor (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Second Supplement” and together with the 2011 Grant and First Supplement, the “Trademark Agreements”), a security interest (the “Security Interest”) was granted by each of AC Incorporated and ACM to the Assignor in the Trademark Collateral (as defined below), including all trademarks identified on Scheduled A attached hereto.

WHEREAS, the 2011 Grant was recorded at the United States Patent and Trademark Office (the “USPTO”) on November 21, 2011 at Reel 4664 and Frame 0264; the First Supplement was recorded at the USPTO on October 9, 2014 USPTO at Reel 5377 and Frame 0948; and the Second Supplement was recorded at the USPTO on February 28, 2019 at Reel 6577 and Frame 0787;

WHEREAS, the Assignor desires to assign and delegate its rights, title and interest in and to each Trademark Agreement and the Trademark Collateral, and the Assignee desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, each of the Assignor and the Assignee agree as follows:

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the applicable Trademark Agreement. The term “Trademark Collateral” as used herein, shall mean all of the Assignor’s right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A attached hereto.

2. Assignment and Assumption of Security Interest. Effective as the date hereof, the Assignor hereby assigns and transfers unto the Assignee, and the Assignee hereby accepts all of the Assignor’s rights, title and interest in and to each Trademark Agreement and the Trademark Collateral.

3. Further Assurances. Each of the Assignor and the Assignee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

4. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

**ASSIGNOR:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: 

Name: Wai Yun Cheng

Title: Authorized Signatory

ASSIGNEE:

RETAIL DB I, LLC


By: 

Name: Patricia E. Parent


Title: Manager

Acknowledged By:

**A.C. MOORE INCORPORATED**

By:   
Name: Anthony Piperno  
Title: President

**A.C. MOORE ARTS & CRAFTS, INC.**

By:   
Name: Anthony Piperno  
Title: President

Schedule A

TRADEMARK COLLATERAL

Serial No. / Registration No.	Trademark	Application / Registration Date	Owner
77/705318	EVERYDAY VALUE. VALUE EVERYDAY	02-APR-2009	BLACKWOOD ASSETS, INC.
3786835	A.C. MOORE ARTS & CRAFTS	11-MAY-2010	BLACKWOOD ASSETS, INC.
3786834	A.C. MOORE ARTS AND CRAFTS	11-MAY-2010	BLACKWOOD ASSETS, INC.
3962493		17-MAY-2011	BLACKWOOD ASSETS, INC.
77/799590		07-AUG-2009	BLACKWOOD ASSETS, INC.
77/861763		30-OCT-2009	BLACKWOOD ASSETS, INC.
3888851	THE COMMON THREAD	14-DEC-2010	BLACKWOOD ASSETS, INC.
3888850		14-DEC-2010	BLACKWOOD ASSETS, INC.
85/939188	CRAFTING A BETTER WORLD! & Design	22-MAY-2013	A.C. MOORE INCORPORATED
86/096428	CREATE MORE, SHARE MORE, SAVE MORE	21-OCT-2013	A.C. MOORE INCORPORATED



86/133325	FOREVER YOURS & Design	03-DEC-2013	A.C. MOORE INCORPORATED
86/133322	NICOLE QUALITY VALUE NICOLE'S BOUTIQUE & Design	03-DEC-2013	A.C. MOORE INCORPORATED
4924575	TIPS & TOES	22-MAR-2016	A.C. MOORE INCORPORATED
4450995	 HOME ESSENTIALS	17-DEC-2013	A.C. MOORE ARTS & CRAFTS, INC.