

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM572420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Assignment & Assumption of Trademark Security Agreement (R/F 6809-0713)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		11/22/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Retail DB I, LLC		
Street Address:	800 Boylston Street, 27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3786835	A.C. MOORE ARTS & CRAFTS	
Registration Number:	3962493	A.C. MOORE ARTS & CRAFTS	
Registration Number:	4060461	A.C. MOORE ARTS & CRAFTS	
Registration Number:	3786834	A.C. MOORE ARTS AND CRAFTS	
Serial Number:	77861763	CRAFTING A BETTER WORLD A.C. MOORE	
Registration Number:	4474276	CRAFTING A BETTER WORLD! A.C. MOORE ARTS	
Registration Number:	4704759	CREATE MORE SHARE MORE SAVE MORE	
Serial Number:	77705318	EVERYDAY VALUE. VALUE EVERYDAY	
Serial Number:	86133325	FOREVER YOURS	
Registration Number:	4450995	HOMEESSENTIALS	
Serial Number:	86133322	NICOLE'S BOUTIQUE NICOLE QUALITY VALUE	
Registration Number:	3888851	THE COMMON THREAD	
Registration Number:	3888850	THE COMMON THREAD	
Registration Number:	4924575	TIPS & TOES	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
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.			
TRADEMARK			

CH \$365.00 3786835

Phone: 214.953.6500
Email: daltmdept@bakerbotts.com
Correspondent Name: Cecily Porterfield, Baker Botts L.L.P.
Address Line 1: 2001 Ross Avenue
Address Line 2: Suite 900
Address Line 4: Dallas, TEXAS 75201-2900

ATTORNEY DOCKET NUMBER:	087001.0105
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NAME OF SUBMITTER:	Cecily Porterfield
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SIGNATURE:	/Cecily Porterfield/
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DATE SIGNED:	04/17/2020
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Total Attachments: 8

source=087001 O - Corrective Amendment re Assignment of Security#page1.tif
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**CORRECTIVE AMENDMENT TO ASSIGNMENT AND ASSUMPTION
OF TRADEMARK SECURITY AGREEMENTS**

THIS CORRECTIVE AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENTS (this “Corrective Amendment”), 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, Assignor and Assignee previously executed an Assignment and Assumption of Trademark Security Agreements (“Assignment”), dated November 22, 2019, which was recorded at Reel/Frame No. 6809/0712, with the USPTO;

WHEREAS, this Corrective Amendment is made to correct and replace the Schedule A included with the Assignment, and to amend the second WHEREAS clause;

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

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Assignment.
2. Amendments to the Assignment. The Assignment is hereby amended as follows:
 - a. By deleting the second WHEREAS clause on page 1 of the Assignment, and substituting in lieu thereof the following:

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, and corrected on November 22, 2011, at Reel 4665 and Frame 0089, to include the correct attachment to the document previously recorded at Reel/Frame 4664/0264; the First Supplement was recorded at the USPTO on October 9, 2014 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;

- b. By deleting the Schedule A on pages 6-7 of the Assignment and substituting in lieu thereof the following attached “Schedule A”. For the sake of clarity, the Schedule A attached to this Corrective Amendment replaces and supersedes the Schedule A which was attached to the Assignment and recorded at Reel Frame No. 6809/0712.
3. Assignment Remains in Effect. Except as specifically provided herein, all terms and conditions of the Assignment remain in full force and effect. Assignor hereby ratifies, confirms and reaffirms all representations, warranties and covenants contained therein. References to “this Assignment,” “herein,” “hereof,” “hereby”

and words of similar import in the Assignment shall refer to the Assignment as amended by this Corrective Amendment, all of which shall be read together as a single agreement.


4. 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 and transfer to Assignee of all of Assignor's rights, title and interest in and to each Trademark Agreement, and Trademark Collateral, as contemplated in the Assignment and this Corrective Amendment.

[Signature Pages Follow.]

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

ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: Michele L. Riccobono

Title: Authorized Signatory

ASSIGNEE:

RETAIL DB I, LLC

By: 



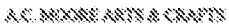

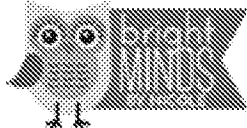

Name: Patricia E. Parent

Title: Manager

TRADEMARK


REEL: 006917 FRAME: 0851

SCHEDULE A
Trademark Collateral

Mark/Name	Application No.	Registration No.
A.C. MOORE ARTS & CRAFTS	77711373	3786835
A.C. MOORE ARTS & CRAFTS (Stylized) 	77799581	3962493
A.C. MOORE ARTS & CRAFTS (Stylized) 	77799590	4060461
A.C. MOORE ARTS & CRAFTS and Design 	77445839	3641950
A.C. MOORE ARTS AND CRAFTS	77711363	3786834
A.C.MOORE and Design 	75330658	2210537
BRIGHT MINDS BY NICOLE and Design 	86367270	4801023
CRAFTING A BETTER WORLD A.C. MOORE and Design 	77861763	N/A
CRAFTING A BETTER WORLD A.C. MOORE ARTS & CRAFTS NO ONE DOES ARTS, CRAFTS & FLORALS BETTER and Design	85939188	4474276

Mark/Name	Application No.	Registration No.
		
CREATE MORE SHARE MORE SAVE MORE	86096428	4704759
Design Only 	77228976	4049495
DREAM IT. CREATE IT. SHARE IT.	77228968	3850416
EASY AS 1*2*3! and Design 	78447700	3094128
EVERYDAY VALUE. VALUE EVERYDAY	77705318	N/A
FOREVER YOURS and Design 	86133325	
FRAMES & MOORE	77228995	4035226
FRAMES & MOORE (Stylized) 	77095564	3645372
FRAMES AND MOORE	77094856	3985978

Mark/Name	Application No.	Registration No.
HARVEST HUES (Stylized)	78242746	3093818
		
HOMEESSENTIALS and Design	85917401	4450995
		
MY STUDIO	77469609	N/A
N NICOLE'S FASHION COLOR YOUR LIFE and Design	86200779	5581026
		
N STITCH STUDIO BY NICOLE and Design	86200663	4773735
		
NICOLE	86366059	5612095
NICOLE'S BEAD SHOP	86293881	4770158
NICOLE'S BOUTIQUE NICOLE QUALITY VALUE and Design	86133322	N/A
		
SEASONS BY NICOLE	86478647	5680826
SHADES OF THE SEASON	78238696	3018457

Mark/Name	Application No.	Registration No.
THE COMMON THREAD	77880175	3888851
THE COMMON THREAD and Design 	77880171	3888850
TIPS & TOES	86569925	4924575
A.C. MOORE ARTS & CRAFTS and Design	N/A	FL T08000000785