

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail DB I, LLC		11/22/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Michaels Stores Procurement Company, Inc.		
Street Address:	8000 Bent Branch Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4924575	TIPS & TOES	
Registration Number:	4704759	CREATE MORE SHARE MORE SAVE MORE	
Registration Number:	4474276	CRAFTING A BETTER WORLD! A.C. MOORE ARTS	
Registration Number:	4450995	HOMEESSENTIALS	
Registration Number:	3962493	A.C. MOORE ARTS & CRAFTS	
Registration Number:	3786835	A.C. MOORE ARTS & CRAFTS	
Registration Number:	3641950	A.C. MOORE ARTS & CRAFTS	
Registration Number:	3850416	DREAM IT. CREATE IT. SHARE IT.	
Registration Number:	4049495		
Registration Number:	3786834	A.C. MOORE ARTS AND CRAFTS	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

CH \$265.00 4924575

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this "Agreement"), dated as of November 22, 2019 (the "Closing Date"), is entered into by and between Retail DB I, LLC ("RDB"), and Michaels Stores, Inc., a Delaware corporation ("Michaels Stores"), and Michaels Stores Procurement Company, Inc. a Delaware corporation ("Michaels Procurement," and together with Michaels Stores, "Michaels").

Recitals

A. A.C. Moore Arts & Crafts, Inc., a Pennsylvania corporation ("A&C"), A.C. Moore Incorporated, a Virginia corporation ("ACM," and together with A&C, "Sellers" and each, a "ACM Sellers"), ACM SB Corp ("Parent"), and Michaels wish to enter into an Asset Purchase Agreement (the "Asset Purchase Agreement"), whereby ACM Sellers shall sell to Michaels, and Michaels shall purchase from ACM Sellers, the Purchased Assets (as defined therein).

B. RDB is the successor lender and administrative agent pursuant to the terms of the Amended and Restated Credit Agreement, dated as of February 27, 2019, by and among A&C, ACM, A.C. Moore Urban Renewal, LLC, Sbar's Inc., 14 Sbar Boulevard LLC and Nicole Crafts, LLC (the "Credit Agreement").

C. It is a condition to the closing of the transactions contemplated by the Asset Purchase Agreement that the existing liens on the Purchased Assets under the Credit Agreement be released as of the Closing Date (the "Liens"). Michaels has therefore requested that RDB release the Liens over the Purchased Assets, and RDB is willing to do so upon the terms and conditions hereof.

Agreement

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release of Liens. Immediately upon the consummation of the Closing under the Asset Purchase Agreement, RDB's Liens over the Purchased Assets shall be automatically and irrevocably terminated and released. At Michaels' request, RDB shall take all reasonable steps necessary to effect and document the complete release of RDB's Liens over the Purchased Assets, including, but not limited to, the intellectual property assets set forth in the attached "Exhibit A," and those Security Interests set forth in the attached "Exhibit B," without further consideration or remuneration from Michaels.

2. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR

THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

4. Counterparts. This Agreement may be executed in multiple counterparts. Each counterpart shall be an original, but altogether shall constitute one and the same instrument. Facsimile signatures and signatures electronically transmitted in Portable Document Format (.pdf files) shall be accepted as if original signatures have been supplied.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement effective as of the date hereinabove first written.

RETAIL DB I, LLC

By:

A handwritten signature in cursive script, appearing to read 'P. Parent', written over a horizontal line.

Name: Patricia E. Parent

Title: Manager

[Signature Page to Release of Lien over Purchased Assets]

TRADEMARK
REEL: 006924 FRAME: 0026

MICHAELS STORES, INC.

By Denise Paulonis

Name: Denise Paulonis

Title: Executive Vice President &
Chief Financial Officer

MICHAELS STORES PROCUREMENT
COMPANY, INC.

By Denise Paulonis



Name: Denise Paulonis

Title: Executive Vice President &
Chief Financial Officer

[Signature Page to Release Agreement]

TRADEMARK
REEL: 006924 FRAME: 0027

Exhibit A

MARK	TERRITORY	STATUS	APPLICATION and REGISTRATION	GOODS / SERVICES	OWNER
TIPS & TOES	US	Registered	App. Number: 86569925 Filed: 19-MAR-2015 Reg. Number: 4924575 Registered: 22-MAR-2016	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 DOES ARTS, CRAFTS & FLORALS BETTER! & Design 	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
HOMEESSENTIALS & Design 	US	Registered	App. Number: 85917401 Filed: 29-APR-2013 Reg. Number: 4450995 Registered: 17-	INT. CL. 20 PICTURE FRAMES	A.C. Moore Arts & Crafts, Inc.



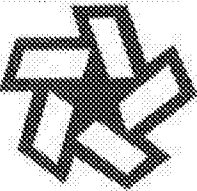
MARK	TERRITORY	STATUS	APPLICATION and REGISTRATION	GOODS / SERVICES	OWNER
A.C. MOORE ARTS & CRAFTS & Design 	US	Registered	DEC-2013 App. Number: 77799581 Filed: 07-AUG-2009 Reg. Number: 3962493 Registered: 17-MAY-2011	INT. CL. 35 RETAIL STORE SERVICES IN THE FIELD OF ARTS AND CRAFTS	A.C. Moore Incorporated
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
	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: 77711363 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

Exhibit B

(attached)

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of November 17, 2011, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 15, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Grantors, (ii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iii) Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of December 15, 2008 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Administrative Agent, the Collateral Agent, and the other Credit Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of December 15, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which, among other things, the Grantors granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. Each Grantor hereby ratifies the Security Interest (as defined in the Security Agreement) granted by such Grantor to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Security Agreement), grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor’s assets of the type described in clauses (d), (e), (f), (g), (h), (i) and (j) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”). Notwithstanding the foregoing, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal Law.
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Secured Obligations.
5. Miscellaneous.
 - (a) This First Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this First Amendment by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this First Amendment.

- (b) This First Amendment, together with the other Loan Documents, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof. Any determination that any provision of this First Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this First Amendment.
- (c) THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

TUESDAY MORNING, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

TUESDAY MORNING PARTNERS, LTD.

By: Days of the Week, Inc., its General Partner

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

GUARANTORS:

TUESDAY MORNING CORPORATION

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

TMI HOLDINGS, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Vice President, Secretary and Treasurer

FRIDAY MORNING, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

Signature Page to First Amendment to Intellectual Property Security Agreement

DAYS OF THE WEEK, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial
Officer and Secretary

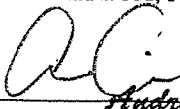
NIGHTS OF THE WEEK, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Vice President, Secretary and Treasurer

Signature Page to First Amendment to Intellectual Property Security Agreement

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Andrew Ceruzzi
Title: Senior Vice President

Signature Page to First Amendment to Intellectual Property Security Agreement

TRADEMARK
REEL: 006924 FRAME: 0036

SCHEDULE I

Borrowers

Tuesday Morning, Inc.
Tuesday Morning Partners, Ltd.

Schedule I to Intellectual Property Security Agreement

SCHEDULE II

Guarantors

Tuesday Morning Corporation
TMI Holdings, Inc.
Friday Morning, Inc.
Days of the Week, Inc.
Nights of the Week, Inc.

Schedule II to Intellectual Property Security Agreement

TRADEMARK
REEL: 006924 FRAME: 0038

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Trademark Registrations

Registered Owner of Trademark or Service Mark	Trademark or Service Mark	Country	Reg./App. Number	Reg./App. Date
Tuesday Morning Partners, Ltd.; Days of the Week, Inc.	TUESDAY MORNING	USA	Serial No. 85252767	02/27/2011
Tuesday Morning Partners, Ltd.; Days of the Week, Inc.	FIRST QUALITY. LEGENDARY SAVINGS.	USA	Serial No. 85252765	02/27/2011

Trademark Licenses

None.

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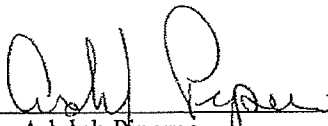
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BLACKWOOD ASSETS, INC., a Delaware corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds 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.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of November 18, 2011 (as amended, modified, restated and/or supplemented from time to time, 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the
16th day of November, 2011.

BLACKWOOD ASSETS, INC., as Grantor

By: 
Name: Adolph Piperno
Title: Chairman of the Board

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Grantee

By: _____
Name: Michele L. Ayoub
Title: Authorized Officer

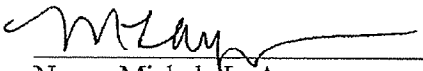
[Signature Page to Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the
18th day of November, 2011.

BLACKWOOD ASSETS, INC., as Grantor

By: _____
Name: Adolph Piperno
Title: President

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Grantee

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




[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006924 FRAME: 0043



Schedule A
[see attached]

BLACKWOOD ASSETS, INC.
U.S. TRADEMARKS

FEDERAL TRADEMARKS

Application No./ Registration No.	Trademark	Goods and/or Services Covered under Trademark Registration or Pending Trademark Application	Status
2210537		<p>Goods and/or Services Covered under Trademark Registration or Pending Trademark Application</p> <p>International class 35: retail stores for arts and crafts and florals supplies</p>	<p>REGISTERED December 15, 1998</p>
3018457	<p>SHADES OF THE SEASONS</p>	<p>International Class 16: ornamental paper ribbons and wrapping paper</p> <p>International Class 26: ornamental ribbons made of textiles</p>	<p>REGISTERED November 22, 2005</p>
3093818		<p>International Class 26: ornamental ribbons made of textiles</p>	<p>REGISTERED May 16, 2006</p>
3094128		<p>International Class 35: retail store services in the field of arts and crafts and floral supplies</p>	<p>REGISTERED May 16, 2006</p>
3985978	<p>FRAMES AND MOORE</p>	<p>International Class 6: metal picture frame hanging hooks and wall mounts</p> <p>International Class 20: ready made picture or art frames, mats and pre-cut glass for picture or art frames, non-metal picture frame hanging hooks and wall mounts</p>	<p>REGISTERED June 28, 2011</p>

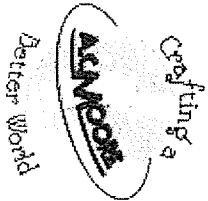
BLACKWOOD ASSETS, INC.
U.S. TRADEMARKS

Application No./ Registration No.	Trademark	Goods and/or Services Covered under Trademark Registration or Pending Trademark Application	Status
3645372		<p>International Class 6: metal picture frame hanging hooks and wall mounts</p> <p>International Class 20: ready made picture or art frames, mats and pre-cut glass for picture or art frames, non-metal picture frame hanging hooks and wall mounts</p> <p>International Class 40: custom framing services</p>	<p>REGISTERED June 30, 2009</p>
3850416	<p>DREAM IT. CREATE IT. SHARE IT.</p>	<p>International Class 35: retail store services in the field of arts and crafts, scrapbooking supplies, floral supplies, and picture frames</p> <p>International Class 40: custom framing services</p>	<p>REGISTERED September 21, 2010</p>
77/228976		<p>International Class 35: retail store services in the field of arts and crafts, scrapbooking supplies, floral supplies, and picture frames</p> <p>International Class 40: custom framing services</p>	<p>PENDING Filed July 13, 2007</p>


BLACKWOOD ASSETS, INC.
U.S. TRADEMARKS

Application No./ Registration No.	Trademark	Goods and/or Services Covered under Trademark Registration or Pending Trademark Application	Status
4035226	FRAMES & MOORE	<p>International Class 6: metal picture hanging hooks and wall mounts</p> <p>International Class 12: photo mats and picture and art framing mats</p> <p>International Class 20: ready made picture and art frames; pre-cut glass for picture and art frames; non-metal picture hanging hooks and wall mounts</p> <p>International Class 40: custom framing services</p>	<p>REGISTERED October 4, 2011</p>
3641950	A.C. MOORE ARTS & CRAFTS	<p>International Class 35: retail store services in the field of arts, crafts, floral arranging and scrap booking</p>	<p>REGISTERED June 23, 2009</p>
77/469609	MY STUDIO	<p>International Class 2: art supplies, namely finger paints and paints for arts and crafts</p> <p>International Class 8: art supplies, namely scissors</p> <p>International Class 16: art supplies, namely paint brushes, markers, crayons, canvas for painting, art paper, stickers, glue and glue sticks for stationery or household use</p> <p>International Class 20: decorative glitter</p>	<p>PENDING Filed May 5, 2008</p>
77/705318	EVERYDAY VALUE.	<p>International Class 35: retail store services in the field of arts, crafts, floral arranging materials,</p>	<p>PENDING Filed April 2, 2009</p>

BLACKWOOD ASSETS, INC.
U.S. TRADEMARKS

Application No./ Registration No.	Trademark	Goods and/or Services Covered under Trademark Registration or Pending Trademark Application	Status
3786835	VALUE EVERYDAY A.C. MOORE ARTS & CRAFTS	scrap booking materials and picture frames International Class 35: retail store services for arts, crafts and floral supplies	REGISTERED May 11, 2010
3786834	A.C. MOORE ARTS AND CRAFTS	International Class 35: retail store services for arts, crafts and floral supplies	REGISTERED May 11, 2010
3962493	A.C. MOORE ARTS & CRAFTS	International Class 35: retail store services in the field of arts and crafts	REGISTERED May 17, 2011
771799590	A.C. MOORE ARTS & CRAFTS	International Class 35: retail store services in the field of arts and crafts	PENDING Filed August 7, 2009
771861763		International Class 36: charitable fundraising services	PENDING Filed October 30, 2009
3888851	THE COMMON THREAD	International Class 42: Computer services, namely, creating an on-line community of users to participate in discussions, get feedback from their peers, form virtual communities, and engage in social networking featuring social media, and topics on arts and crafts, scrap booking, knitting and crocheting, children's crafts and educational toys, jewelry making, fine art supplies, ready-made frames and custom	REGISTERED December 14, 2010

BLACKWOOD ASSETS, INC.
U.S. TRADEMARKS

Application No./Registration No.	Trademark	Goods and/or Services Covered under Trademark Registration or Pending Trademark Application	Status
3888850		<p>framing, distribution of coupons and project ideas</p> <p>International Class 42: Computer services, namely, creating an on-line community of users to participate in discussions, get feedback from their peers, form virtual communities, and engage in social networking featuring social media, and topics on arts and crafts, scrap booking, knitting and crocheting, children's crafts and educational toys, jewelry making, fine art supplies, ready-made frames and custom framing; distribution of coupons and project ideas</p>	<p>REGISTERED December 14, 2010</p>

STATE TRADEMARKS

T08000000 785	A.C. MOORE ARTS & CRAFTS	<p>International Class 35: retail store services in the field of arts, crafts, floral arranging, scrap booking supplies and art frames</p> <p>International Class 40: custom framing services</p>	<p>REGISTERED July 9, 2008 (Registered in the name of A.C. Moore, Inc.)</p>
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TRADEMARK
REEL: 006924 FRAME: 0050

FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 26th day of August, 2014 by **A.C. MOORE INCORPORATED**, a Virginia corporation, as successor by merger to **BLACKWOOD ASSETS, INC.**, a Delaware corporation (the "Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated November 18th, 2011 and recorded on November 21, 2011 at Reel 4664, Frame 0264 (as amended of record from time to time, hereinafter, the "Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

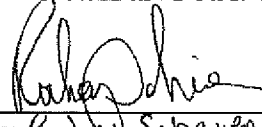
NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

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

A.C. MOORE INCORPORATED, as Grantor

By: 
Name: Rodney Schaefer
Title: Vice President

[Signature Page to First Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

<u>Mark</u>	<u>App. No/Reg. No</u>	<u>App./Reg. Date</u>	<u>Owner</u>
CRAFTING A BETTER WORLD! & Design	85/939188	05/22/13	A.C. Moore Incorporated
CREATE MORE, SHARE MORE, SAVE MORE	86/096428	10/21/13	A.C. Moore Incorporated
FOREVER YOURS & Design	86/133325	12/03/13	A.C. Moore Incorporated
N STITCH STUDIO BY NICOLE & Design	86/200663	02/21/14	A.C. Moore Incorporated
NICOLE FASHION COLOR YOUR LIFE & Design	86/200779	02/21/14	A.C. Moore Incorporated
NICOLE QUALITY VALUE NICOLE'S BOUTIQUE & Design	86/133322	12/03/13	A.C. Moore Incorporated
NICOLE'S BEAD SHOP	86/293881	05/28/14	A.C. Moore Incorporated

EXECUTION VERSION

**SECOND SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Second Supplement to Grant of Security Interest in United States Trademarks (this “Supplement”) is made as of the 27th day of February 2019 by **A.C. MOORE INCORPORATED**, a Virginia corporation, and **A.C. MOORE ARTS & CRAFTS, INC.**, a Pennsylvania corporation (each, individually a “Grantor” and collectively, the “Grantors”) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the “Grantee”).

WHEREAS, the Grantor executed and delivered that certain Grant of Security Interest in United States Trademarks dated November 18, 2011 and recorded on November 21, 2011 at Reel 4664, Frame 0264, as supplemented by that certain First Supplement to Grant of Security Interest in United States Trademarks dated as of August 26, 2014 and recorded on October 9, 2014 at Reel 5377, Frame 0948 (as further amended, supplemented and of record from time to time, hereinafter, the “Grant”) in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof and (ii) Marks referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

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

A.C. MOORE INCORPORATED, as Grantor

By: _____

Name: Adolph Piperno

Title: Chief Executive Officer

A.C. MOORE ARTS & CRAFTS, INC., as Grantor

By: _____

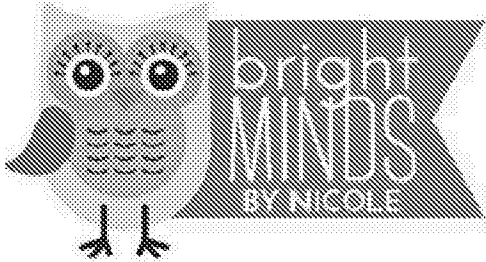

Name: Adolph Piperno

Title: Chief Executive Officer

[Signature Page to Second Supplement to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 006924 FRAME: 0056

SCHEDULE A-1

<u>Mark</u>	<u>App. No/Reg. No</u>	<u>App./Reg. Date</u>	<u>Owner</u>
TIPS & TOES	4924575	22-MAR-2016	A.C. MOORE INCORPORATED
	4801023	25-AUG-2015	A.C. MOORE INCORPORATED
NICOLE	5612095	20-NOV-2018	A.C. MOORE INCORPORATED
	4450995	17-DEC-2013	A.C. MOORE ARTS & CRAFTS, INC.
SEASONS BY NICOLE	5680826	19-FEB-2019	A.C. MOORE INCORPORATED

DB1/ 101595814.3