

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600933

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michaels Stores Procurement Company, Inc.		10/01/2020	Corporation: DELAWARE
Lamrite West, Inc.		10/01/2020	Corporation: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4502183	TINY CRAFTS
Registration Number:	3866013	CONSUMERCRAFTS
Registration Number:	3641950	A.C. MOORE ARTS & CRAFTS
Registration Number:	3786835	A.C. MOORE ARTS & CRAFTS
Registration Number:	3850416	DREAM IT. CREATE IT. SHARE IT.
Registration Number:	4049495	
Registration Number:	5763906	PINWHEEL POINTS
Registration Number:	5886224	AARON BROTHERS CUSTOM FRAMING AT MICHAEL
Registration Number:	5898077	M W
Registration Number:	6091530	WHITE GLOVE PROMISE
Serial Number:	88104936	CRAFT SMART
Serial Number:	90026265	MICHAELS MADE BY YOU
Serial Number:	90026275	MICHAELS MADE BY YOU
Serial Number:	90026280	STOCKHOLM

CORRESPONDENCE DATA

Fax Number: 6502515002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502515313
Email: jnull@stblaw.com
Correspondent Name: Ellie Gladstone
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509335/3045
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	10/02/2020
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Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
(this "Agreement")

October 1, 2020

WHEREAS, MICHAELS STORES PROCUREMENT COMPANY, INC., a Delaware corporation with its principal offices at 8001 Ridgpoint Drive, Irving, Texas 75063, and LAMRITE WEST, INC., a an Ohio corporation with principal offices at 13000 Darice Parkway Strongsville, Ohio 44149 (each, a "Grantor" and collectively, the "Grantors") are the owners of all right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") including, without limitation, the Marks set forth on Schedule A attached hereto;

WHEREAS, JPMORGAN CHASE BANK, N.A, as Collateral Agent, having its principal offices at 10 S. Dearborn St., Chicago, IL 60603 (the "Grantee"), desires to acquire a security interest in said Marks; and

WHEREAS, the Grantors wish to grant to the Grantee a security interest in and lien upon the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of October 31, 2006, made by certain affiliates of the Grantors, the other assignors from time to time party thereto and the Grantee (as amended on May 23, 2018 and as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Security Interest. The Grantors hereby assign to the Grantee as collateral security, and grant to the Grantee a continuing security interest in, to and under the (i) Marks (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) 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 (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Grant has been granted in conjunction with the security interest granted to the Grantee under 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

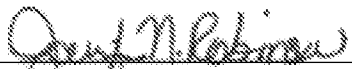
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MICHAELS STORES PROCUREMENT
COMPANY, INC.
as Grantor

By: 
Name: Jennifer Robinson
Title: Senior Vice President – Finance and Treasurer

LAMRITE WEST, INC. as Grantor

By: 
Name: Jennifer Robinson
Title: Senior Vice President – Finance and Treasurer

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: *Kody J. Nerios*

Name: Kody J. Nerios

Title: Authorized Officer

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007069 FRAME: 0810

SCHEDULE A

Trademarks

Trademark	Reg. #	Appl. #	Owner (USPTO)
TINY CRAFTS	4,502,183	85515268	LAMRITE WEST, INC.
CONSUMERCRAFTS	3,866,013	77256005	Lamrite West, Inc.
A.C. MOORE ARTS & CRAFTS	3,641,950	77445839	Michaels Stores Procurement Company, Inc.
A.C. MOORE ARTS & CRAFTS	3,786,835	77711373	Michaels Stores Procurement Company, Inc.
DREAM IT. CREATE IT. SHARE IT.	3,850,416	77228968	Michaels Stores Procurement Company, Inc.
[Design Only]	4,049,495	77228976	Michaels Stores Procurement Company, Inc.
PINWHEEL POINTS	5,763,906	87169309	Michaels Stores Procurement Company, Inc.
AARON BROTHERS CUSTOM FRAMING AT MICHAELS	5,886,224	87870419	Michaels Stores Procurement Company, Inc.
M W	5,898,077	87884707	Michaels Stores Procurement Company, Inc.
WHITE GLOVE PROMISE	6,091,530	87940033	Michaels Stores Procurement Company, Inc.
CRAFT SMART	N/A	88104936	Michaels Stores Procurement Company, Inc.
MICHAELS MADE BY YOU	N/A	90026265	Michaels Stores Procurement Company, Inc.
MICHAELS MADE BY YOU	N/A	90026275	Michaels Stores Procurement Company, Inc.
STOCKHOLM	N/A	90026280	Michaels Stores Procurement Company, Inc.