

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/15/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AARON BROTHERS, INC.		
Street Address:	800 BENT BRANCH DRIVE		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4870621	AB WHITE GLOVE PROMISE	
Registration Number:	4885160	KIDS ART DISTRICT	
Registration Number:	4885159	KIDS ART DISTRICT	
Registration Number:	4885016	THE ART DISTRICT	
Registration Number:	4885015	THE ART DISTRICT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-2055		
Email:	ksolomon@stblaw.com		
Correspondent Name:	KATE MIRINO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2137		
NAME OF SUBMITTER:	KATE MIRINO		
SIGNATURE:	/KM/		

CH \$140.00 4870621

DATE SIGNED:	04/16/2021
Total Attachments: 3 source=Michaels - Trademark Release (R.F. 5865-0461) (Executed)#page1.tif source=Michaels - Trademark Release (R.F. 5865-0461) (Executed)#page2.tif source=Michaels - Trademark Release (R.F. 5865-0461) (Executed)#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 15, 2021 by JPMORGAN CHASE BANK, N.A. (the “Releasor”) (as assignee of security interest in trademarks from DEUTSCHE BANK AG NEW YORK BRANCH, assignor of security interest in trademarks (the “Assignor”)) in favor of AARON BROTHERS, INC., a Delaware corporation (the “Releasee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below), unless otherwise specified herein.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2006, among MICHAELS STORES, INC. (the “Borrower”), the Releasee, certain other subsidiaries of the Borrower from time to time parties thereto and the Assignor (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”), (i) the Releasee granted a security interest (the “Security Interest”) to Assignor, as Collateral Agent for Lenders thereunder, in certain Intellectual Property Collateral, including the Trademarks set forth on Schedule A (the “Trademark Collateral”) and (ii) the Assignor and the Releasee executed that certain Grant of Security Interest in United States Trademarks, dated as of August 25, 2016, to record such Security Interest at the U.S. Patent and Trademark Office (the “USPTO”) and such Security Interest was recorded at the USPTO on August 25, 2016 at Reel No. 5865, Frame No. 0461;

WHEREAS, pursuant to that certain Assignment of Security Interest in Trademarks, dated as of May 23, 2018, between the Assignor and the Releasor, recorded at the USPTO on May 25, 2018 at Reel No. 6336, Frame No. 0377, the Assignor assigned all of Assignor’s Security Interest in the Trademark Collateral to the Releasor; and

WHEREAS, the Releasor has agreed to terminate and release the entirety of its Security Interest in and to the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Releasor states, agrees and confirms as follows:

1. Release of Security Interest in Trademark Collateral. The Releasor, without representation, covenant or warranty, express or implied, and without recourse to the Releasor, hereby terminates, cancels and releases any and all security interests in all of the Releasee’s right, title and interest in and to all of the Trademark Collateral.

2. Authorization; Further Assurances. The Releasor hereby authorizes the Releasee to record this Release with the USPTO. The Releasor hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to take such other actions as may be reasonably requested by the Releasee to release and terminate any and all security interests and other liens in the Trademark Collateral, which shall be at the Releasee’s sole expense.

[signature page follows]

IN WITNESS WHEREOF, the Releasor has caused this Release to be executed by its duly authorized officer.

JPMORGAN CHASE BANK, N.A.

By: Kody J. Verios
Name: Kody J. Verios
Title: Authorized Officer

Schedule A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u>
Aaron Brothers, Inc.	AB WHITE GLOVE PROMISE	4,870,621
Aaron Brothers, Inc.	KIDS ART DISTRICT	4,885,160
Aaron Brothers, Inc.	KIDS ART DISTRICT	4,885,159
Aaron Brothers, Inc.	THE ART DISTRICT	4,885,016
Aaron Brothers, Inc.	THE ART DISTRICT	4,885,015