

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648407

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900610103

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		04/15/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Michaels Stores, Inc., as successor-in-interest to Aaron Brothers, Inc.
Street Address:	3939 W. John Carpenter Freeway
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3048037	WE FRAME THE THINGS YOU LOVE
Registration Number:	3026118	WE FRAME THE THINGS YOU LOVE
Registration Number:	2588496	TIMEFRAME
Registration Number:	1539735	AARON BROTHERS ART MARTS
Registration Number:	2588495	TIMEFRAME PROFESSIONAL FRAMING. WHILE YO
Registration Number:	2436920	ONE CENT FRAME SALE
Registration Number:	2435151	AARON BROTHERS ART & FRAMING
Registration Number:	2435150	AARON BROTHERS ART & FRAMING
Registration Number:	1542560	AARON BROTHERS ART MARTS
Registration Number:	1539734	AARON BROTHERS
Registration Number:	2440744	1¢ FRAME SALE
Registration Number:	2352964	EXPRESS YOURSELF
Registration Number:	2435149	YOU MAKE THE MEMORIES. WE MAKE THEM LAS
Registration Number:	2435148	WHAT A DIFFERENCE A MAT MAKES
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4885015	THE ART DISTRICT
Serial Number:	76636206	AARON BROTHERS BEST
Serial Number:	76636205	AARON BROTHERS BEST
Serial Number:	76636207	AARON BROTHERS BEST
Serial Number:	76561947	LIFE IS ART. FRAME IT.
Serial Number:	76561948	LIFE IS ART. FRAME IT.
Serial Number:	76561949	LIFE IS ART. FRAME IT.
Serial Number:	76626641	LIFE IS ART. FRAME IT.
Serial Number:	77647422	TIMEFRAME

CORRESPONDENCE DATA

Fax Number:

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.

Email: cmeredithgoujon@paulweiss.com, snygren@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	030124-325
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	05/20/2021

Total Attachments: 4

source=Payoff -- Release of Lien in Trademarks (Aaron Brothers) -- Michaels#page1.tif
source=Payoff -- Release of Lien in Trademarks (Aaron Brothers) -- Michaels#page2.tif
source=Payoff -- Release of Lien in Trademarks (Aaron Brothers) -- Michaels#page3.tif
source=Payoff -- Release of Lien in Trademarks (Aaron Brothers) -- Michaels#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this “*Termination and Release*”) is granted as of April 15, 2021 by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Agent (in such capacity, the “*Agent*”), in favor of **MICHAELS STORES, INC.**, as successor-in-interest to **AARON BROTHERS, INC.** (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered (a) that certain Grant of Security Interest in United States Trademarks dated as of October 30, 2006 (the “*2006 Trademark Agreement*”) in favor of Bank of America, N.A., as predecessor agent (the “*Prior Agent*”), granting the Prior Agent a security interest in and lien on certain trademarks and trademark applications described therein (collectively, the “*2006 Marks*”), which 2006 Trademark Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on November 8, 2006, at Reel 3424, Frame 0939; and (b) that certain Grant of Security Interest in United States Trademarks dated as of May 1, 2009 (the “*2009 Trademark Agreement*”) in favor of the Prior Agent, granting the Prior Agent a security interest in and lien on certain trademarks and trademark applications described therein (collectively, the “*2009 Marks*”), which 2009 Trademark Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on January 1, 2010, at Reel 4125, Frame 0052;

WHEREAS, the Prior Agent assigned all of its right, title and interest in and to the Trademark Documents to the Agent pursuant to that certain Assignment of Grant of Security Interest in United States Intellectual Property dated as of September 17, 2012 (the “*Assignment*”), which Assignment was recorded in the Assignment Division of the United States Patent and Trademark Office on September 19, 2012, at Reel 4863, Frame 0967;

WHEREAS, the Grantor executed and delivered that certain Grant of Security Interest in United States Trademarks dated as of August 24, 2016 (the “*2016 Trademark Agreement*” and together with and together with the 2006 Trademark Agreement and the 2009 Trademark Agreement, collectively, the “*Trademark Documents*”) in favor of the Agent, granting the Agent a security interest in and lien on certain trademarks and trademark applications described therein (collectively, the “*2016 Marks*” and together with the 2006 Marks and the 2009 Marks, collectively, the “*Marks*”), which 2016 Trademark Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on August 25, 2016, at Reel 5863 Frame 0723; and

WHEREAS, the Grantor has requested that the Agent provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Marks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels releases and discharges all of its liens and security interests in the Marks, including those identified on Schedule 1, and hereby terminates the Trademark Documents.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By:  _____
Name: Joseph Burt
Title: Director

SCHEDULE I
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Release of Reel/Frame 4863/0967

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>
We Frame the Things You Love	3048037	1/24/06
Life is Art. Frame It.	76561949	
We Frame the Things You Love	3026118	12/13/05
Life is Art. Frame It.	76561948	
Timeframe	2588496	07/02/02
Aaron Brothers Art Marts	1539735	5/16/89
Aaron Brothers Best	76636207	
Life is Art. Frame It.	76561947	
Timeframe Professional Framing. While you Shop.	2588495	07/02/02
Aaron Brothers Best	76636206	
Aaron Brothers Best	76636205	
One Cent Frame Sale	2436920	03/20/01
Aaron Brothers Art & Framing	2435151	03/13/01
Aaron Brothers Art & Framing	2435150	03/13/01
Aaron Brothers Art Marts	1542560	06/06/89
Aaron Brothers	1539734	05/16/89
1¢ Frame Sale	2440744	04/03/01
Express Yourself	2352964	05/30/00
Life is Art. Frame It.	76626641	
You Make the Memories. We Make Them Last.	2435149	03/13/01
What a Difference a Mat Makes	2435148	03/13/01
Timeframe	77647422	01/29/09

Release of Reel/Frame 5863/0723

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>
AB White Glove Promise	4870621	12/15/2015
Kids Art District	4885160	1/12/2016
Kids Art District	4885159	1/12/2016
The Art District	4885016	1/12/2016
The Art District	4885015	1/12/2016