

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697040

|  |  |                          |                                    |
|--|--|--------------------------|------------------------------------|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                             |                          |                                    |
| <b>NATURE OF CONVEYANCE:</b>   | Security Agreement                         |                          |                                    |
| <b>CONVEYING PARTY DATA</b>  |  |                          |                                    |
| <b>Name</b>  | <b>Formerly</b>                            | <b>Execution Date</b>    | <b>Entity Type</b>                 |
| Jo-Ann Stores, LLC   |  | 12/22/2021               | Limited Liability Company:<br>OHIO |
| <b>RECEIVING PARTY DATA</b>  |  |                          |                                    |
| <b>Name:</b>   | Bank of America, N.A., as Collateral Agent |                          |                                    |
| <b>Street Address:</b>   | 901 Main Street                            |                          |                                    |
| <b>Internal Address:</b>   | 14th Floor                                 |                          |                                    |
| <b>City:</b>   | Dallas                                     |                          |                                    |
| <b>State/Country:</b>  | TEXAS                                      |                          |                                    |
| <b>Postal Code:</b>  | 75202                                      |                          |                                    |
| <b>Entity Type:</b>  | Bank: UNITED STATES                        |                          |                                    |
| <b>PROPERTY NUMBERS Total: 14</b>  |  |                          |                                    |
| <b>Property Type</b>   | <b>Number</b>                              | <b>Word Mark</b>         |                                    |
| <b>Registration Number:</b>  | 6212543                                    | BLOOM ROOM               |                                    |
| <b>Registration Number:</b>  | 6089238                                    | HILDIE & JO              |                                    |
| <b>Registration Number:</b>  | 6471659                                    | HILDIE & JO              |                                    |
| <b>Registration Number:</b>  | 6096519                                    | JOANN SMILES             |                                    |
| <b>Registration Number:</b>  | 6193253                                    | JOANN HANDMADE HAPPINESS |                                    |
| <b>Registration Number:</b>  | 6242646                                    | PARK LANE                |                                    |
| <b>Registration Number:</b>  | 6480122                                    | PLACE & TIME             |                                    |
| <b>Registration Number:</b>  | 6512472                                    | PLACE & TIME             |                                    |
| <b>Registration Number:</b>  | 6397400                                    | POP!                     |                                    |
| <b>Registration Number:</b>  | 6556254                                    | TAILS & NOSES            |                                    |
| <b>Registration Number:</b>  | 6242967                                    | YOU CAN DO IT!           |                                    |
| <b>Registration Number:</b>  | 6263127                                    | HUDSON43                 |                                    |
| <b>Registration Number:</b>  | 6429722                                    | HUDSON43                 |                                    |
| <b>Registration Number:</b>  | 6577474                                    | HUDSON43                 |                                    |
| <b>CORRESPONDENCE DATA</b>   |  |                          |                                    |
| <b>Fax Number:</b>   | 8009144240                                 |                          |                                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> |  |                          |                                    |

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

**Phone:** 800-713-0755  
**Email:** Ted.mulligan@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

|                           |            |
|---------------------------|------------|
| <b>NAME OF SUBMITTER:</b> | Doris Ka   |
| <b>SIGNATURE:</b>         | /Doris Ka/ |
| <b>DATE SIGNED:</b>       | 12/22/2021 |

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated December 22, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of October 21, 2016 (as amended, restated, amended and restated, extended, renewed, replaced, refinanced, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among Jo-Ann Stores, LLC, Needle Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated October 21, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including

the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

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

JO-ANN STORES, LLC Grantor

By: 

Name: Matthew Susz  
Title: Senior Vice President & Chief Financial Officer

BANK OF AMERICA, N.A. as Collateral Agent and Grantee

By: \_\_\_\_\_

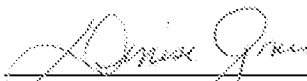
Name:  
Title:

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

JO-ANN STORES, LLC, Grantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A. as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: Denise Jones  
Title: Vice President