

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEAVEUP, INC.		08/04/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent and Grantee		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	UNITED STATES		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4969989	WEAVEUP	
Registration Number:	5237353	WEAVEUP	
Registration Number:	5032403	HUESTERIA	
Registration Number:	5328440	SETTLE FOR PERFECT	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	08/04/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT (WEAVEUP)

This TRADEMARK SECURITY AGREEMENT (the “*Trademark Security Agreement*”) dated August 4, 2022, is made by the Person listed on the signature pages hereof (the “*New Grantor*”) 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) that certain Amended and Restated 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, the New Grantor has executed and delivered that certain Security Agreement Supplement No. 3, dated as of the date hereof, made by the New Grantor to the Collateral Agent (the “*Security Agreement Supplement*”), which supplemented that certain Security Agreement dated October 21, 2016, made by the grantors party thereto to the Collateral Agent (as supplemented by the Security Agreement Supplement, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the New Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the New Grantor, and has 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, the New 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. The New 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 New 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-1 attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the New 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. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

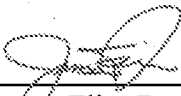
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The New 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.

WEAVEUP, INC., New Grantor

By: 
Name: Flint Davis
Title: President

[Signature Page to ABL Trademark Security Agreement]

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

By: Courtney Kolb
Name: Courtney Kolb
Title: Vice President

SCHEDULE A-1

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
WEAVEUP (logo/mark)	4,969,989	31-MAY-2016
WEAVEUP (word)	5,237,353	04-JUL-2017
HUESTERIA	5,032,403	30-AUG-2016
SETTLE FOR PERFECT (tagline)	5,328,440	07-NOV-2017