OP \$290.00 418108

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM769253

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC, as successor agent to Madison Capital Funding LLC		11/18/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Crafts Group, LLC
Street Address:	501 N 400 W
City:	North Salt Lake
State/Country:	UTAH
Postal Code:	84054
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark		
Registration Number:	4181081	CRAFTS AMERICA		
Registration Number:	3189997	KNIT PICKS		
Registration Number:	3105219	KNIT PICKS		
Registration Number:	2883262	KNIT PICKS		
Registration Number:	3830755			
Registration Number:	4499871			
Registration Number:	2500677	CRAFTS AMERICANA		
Registration Number:	2457821	CONNECTING THREADS		
Registration Number:	2457820	ARTIST'S CLUB		
Registration Number:	1956409	ARTIST'S CLUB		
Registration Number:	1909504	CONNECTING THREADS		

CORRESPONDENCE DATA

Fax Number: 2162410816

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.

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

TRADEMARK REEL: 007899 FRAME: 0187

900733448

Address Line 1: 1405 East Sixth Street
Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	37872/03901	
NAME OF SUBMITTER:	Carol A. Costanza	
SIGNATURE:	/Carol A. Costanza/	
DATE SIGNED:	11/21/2022	

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of November 18, 2022 and granted by APOGEM CAPITAL LLC (as successor agent to MADISON CAPITAL FUNDING LLC) ("Agent"), in favor of CRAFTS GROUP, LLC, a Delaware limited liability company ("Grantor"), and its successors, assigns and legal representatives.

WHEREAS, Grantor executed and delivered to Agent that certain Trademark Security Agreement (the "Trademark Agreement"), dated as of February 21, 2017, between Grantor and Agent, for the benefit of the secured parties (as referred to in that certain Guarantee and Collateral Agreement dated as of December 19, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") by and among Grantor, the other grantors party thereto, and Agent, as agent for the benefit of the secured parties (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee");

WHEREAS, pursuant to the Trademark Agreement, Grantor pledged and granted to Agent for the ratable benefit of the secured parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 5994, Frame 0226 on February 21, 2017; and

WHEREAS, Grantor has requested that Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Agent may have in the Trademarks pursuant to the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

<u>Definitions</u>. The following term has the meaning set forth below:

"Trademark" means all of Grantor's right, title, and interest in and to: (i) all of the trademarks issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I hereto); (ii) all applications for trademarks to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I hereto); (iii) all trademarks issued by any other country or any office, agency or other governmental authority thereof; (iv) all applications for trademarks to be issued by any office, agency or other governmental authority referred to in clause (iii) above; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing; (vii) all licenses and other agreements relating in whole or in part to any trademarks, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof; (viii) all rights to sue for past, present or future infringements of any of the foregoing; (ix) all good will related to any of the foregoing; (x) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code)

TRADEMARK RELEASE

of the Grantor related to the foregoing; and (xi) all proceeds of any and all of the foregoing.

Release of Security Interest. Agent hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Agreement in the Trademarks.

<u>Further Assurances</u>. Agent agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK RELEASE

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APOGEM CAPITAL LLC,

as successor Agent to Madison Capital Funding

∽DocuSigned by:

LLC

By: craig dugan

Name: Title: craig dugan

Address for Notices:

227 West Monroe Street

Suite 5400

Chicago, Illinois 60606

Attention: Berroco Quilter Account Manager

Telephone: (312) 596-6900 Telecopy: (312) 596-6950

Email: loanoperations@mcfllc.com

with a copy to which shall not constitute notice:

227 West Monroe Street

Suite 5400

Chicago, Illinois 60606

Attention: Michael Nativi Telephone: (312) 980-5915

Telecopy: (312) 596-6950

Email: michael nativi@mcfllc.com

SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

[see attached.]

SCHEDULE I TO
RELEASE OF TRADEMARK SECURITY AGREEMENT

#180508227_v2

TRADEMARK REEL: 007899 FRAME: 0192

SCHEDULE 1 to Trademark Security Agreement

U.S. Trademarks and Applications

Mark	Serial No.	Reg. No.	Reg. Date	Owner
CRAFTS AMERICA	85505118	4181081	July 24, 2012	Crafts Americana Group, Inc.*
KNIT PICKS	78558826	3189997	Dec. 26, 2006	Crafts Americana Group, Inc.*
KNIT PICKS	78558823	3105219	June 13, 2006	Crafts Americana Group, Inc.*
KNIT PICKS	78233084	2883262	Sept. 7, 2004	Crafts Americana Group, Inc.*
Color purple for cables for knitting supplies	77828736	3830755	Aug. 10, 2010	Crafts Americana Group, Inc.*
Rainbow color mark (purple, orange, blue, yellow, and green) for rainbow needles	77783068	4499871	Mar. 25, 2014	Crafts Americana Group, Inc.*
CRAFTS AMERICANA	75544458	2500677	Oct. 23, 2001	Crafts Americana Group, Inc.*
CONNECTING THREADS	75537065	2457821	June 5, 2001	Crafts Americana Group, Inc.*
ARTIST'S CLUB	75537050	2457820	June 5, 2001	Crafts Americana Group, Inc.*
ARTIST'S CLUB	74655127	1956409	Feb. 13, 1996	Crafts Americana Group, Inc.*
CONNECTING THREADS	74471784	1909504	Aug. 1, 1995	Crafts Americana Group, Inc.*

^{*} Being acquired by Crafts Group, LLC.

NAI-1502452651v2

RECORDED: 11/21/2022

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