

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI92384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/06/2024	National Banking Association: DELAWARE

RECEIVING PARTY DATA

Company Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 Delaware Avenue, 11th Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	4999627	CREATIVEBUG
Registration Number:	4482677	AIRCRAFT
Registration Number:	4291530	CREATIVEBUG
Registration Number:	5232609	JOANN
Registration Number:	5387351	FAB LAB
Registration Number:	6317981	HANDMADE HAPPY HOUR
Registration Number:	5545216	JOANN
Registration Number:	5657168	THE BIG BOLT
Registration Number:	5481607	FAB LAB
Registration Number:	5544485	JOANN
Registration Number:	2013829	EXPERIENCE THE CREATIVITY
Registration Number:	2206988	J ETC ANN
Registration Number:	2216110	KIDS' CAMP!
Registration Number:	2544619	JO-ANN FABRICS AND CRAFTS
Registration Number:	1289452	JO-ANN FABRICS
Registration Number:	3317406	JO-ANN
Registration Number:	3367237	JO ANN FABRIC AND CRAFT STORES
Registration Number:	3367236	JO-ANN FABRIC AND CRAFT STORES
Registration Number:	3542904	JOANN.COM

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Property Type	Number	Word Mark
Registration Number:	4956347	BIG TWIST
Registration Number:	4961771	FABRIC QUARTER
Registration Number:	4996196	QUILTER'S SHOWCASE
Registration Number:	5069549	BLOOM ROOM
Registration Number:	5607368	FAB LAB
Registration Number:	4969989	WEAVEUP
Registration Number:	5237353	WEAVEUP
Registration Number:	5032403	HUESTERIA
Registration Number:	5328440	SETTLE FOR PERFECT
Registration Number:	6212543	BLOOM ROOM
Registration Number:	6089238	HILDIE & JO
Registration Number:	6471659	HILDIE & JO
Registration Number:	6096519	JOANN SMILES
Registration Number:	6193253	JOANN HANDMADE HAPPINESS
Registration Number:	6242646	PARK LANE
Registration Number:	6480122	PLACE & TIME
Registration Number:	6512472	PLACE & TIME
Registration Number:	6397400	POP!
Registration Number:	6556254	TAILS & NOSES
Registration Number:	6242967	YOU CAN DO IT!
Registration Number:	6263127	HUDSON43
Registration Number:	6429722	HUDSON43
Registration Number:	6577474	HUDSON43

CORRESPONDENCE DATA

Fax Number: 3122585600

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: 3122585677

Email: TMDocket@afslaw.com

Correspondent Name: Matthew R. Bentley

Address Line 1: 233 South Wacker Drive, Suite 7100

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 043531.00034

NAME OF SUBMITTER: MS. KAROLYN RICHTER

SIGNATURE: MS. KAROLYN RICHTER

DATE SIGNED: 03/14/2024

Total Attachments: 8

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ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL

This ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARK COLLATERAL (this “Agreement”) is made as of March 6, 2024 by BANK OF AMERICA, N.A., in its capacity as the resigning administrative agent and as the resigning collateral agent (“Resigning Agent”) and WILMINGTON SAVINGS FUND SOCIETY, FSB, in its prospective capacity as the successor administrative agent and as the successor collateral agent (“Successor Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in each Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below);

WHEREAS, the Resigning Agent is a party to (i) that certain Security Agreement, dated as of October 21, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among inter alios JO-ANN STORES, LLC, an Ohio limited liability company (the “Borrower” or “Pledgor”), NEEDLE HOLDINGS LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Guarantors, and the Resigning Agent, (ii) that certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2016 Trademark Security Agreement”), made by the Borrower in favor of the Resigning Agent, and recorded at Reel/Frame 5908/0054 on October 24, 2016; (iii) that certain Trademark Security Agreement (Creativebug) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement (Creativebug)), made by CREATIVEBUG, LLC in favor of the Resigning Agent, and recorded at Reel/Frame 6090/0956 on June 26, 2017; (iv) that certain Supplemental Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplemental Trademark Security Agreement, made by the Borrower in favor of the Resigning Agent, and recorded at Reel/Frame 6333/0959 on May 21, 2018; (v) that certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2021 Trademark Security Agreement”), made by the Borrower in favor of the Resigning Agent, and recorded at Reel/Frame 7539/0573 on December 22, 2021; and (vi) that certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2022 Trademark Security Agreement” and collectively, with the 2016 Trademark Security Agreement, the Trademark Security Agreement (Creativebug), Supplemental Trademark Security Agreement, and the 2021 Trademark Security Agreement, , the “Trademark Security Agreements”) made by WEAVEUP, INC. in favor of the Resigning Agent, and recorded at Reel/Frame 7811/0509 on August 4, 2022;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreements, the Grantors pledged and granted to the Resigning Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Collateral of such Grantor, including (i) all trademarks of the United States of America and all pending applications for trademarks of the United States of America, including those listed on Schedule A, and (ii) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions or designed disclosed or claimed therein (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of March 6, 2024 (the “Succession Agreement”), the Resigning Agent has resigned as Administrative Agent and Collateral Agent (as each term is defined in that certain Credit Agreement, dated as of October 21, 2016 (as amended, supplemented, waived or otherwise modified, the “Credit Agreement”) among the Borrower, Holdings, the Lenders party thereto, and the Resigning Agent) under the Credit Agreement and other Loan Documents (as each term is defined in the Credit Agreement), and the Successor Agent is being appointed as Administrative Agent and Collateral Agent (as each term is

defined in the Credit Agreement) under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); and

WHEREAS, the Resigning Agent desires to assign its rights, powers and privileges as Collateral Agent (as defined in each Trademark Security Agreement) under each Trademark Security Agreement to the Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) The Resigning Agent hereby irrevocably transfers, assigns, grants, conveys and delegates to Successor Agent, and the Successor Agent hereby assumes, effective as of the Effective Date (as that term is defined in the Succession Agreement), all of the rights, benefits, authority, powers, privileges and duties of Resigning Agent under each Trademark Security Agreement (other than those rights and benefits that expressly survive the resignation of Resigning Agent pursuant to the Credit Agreement), including Resigning Agent's security interest in each Pledgor's Trademark Collateral.

(b) Effective as of the Effective Date, Successor Agent shall succeed to the rights, benefits, authority, powers, privileges and duties of Resigning Agent under each Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers, privileges and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation of Resigning Agent pursuant to the Credit Agreement) under each Trademark Security Agreement shall be terminated. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Resigning Agent under the Security Agreement and each Trademark Security Agreement, which security interest is, as of the Effective Date, now succeeded by and transferred to Successor Agent.

(c) The Resigning Agent further agrees, at the Borrowers' or the Successor Agent's request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights, benefits, authority, powers and privileges of the Resigning Agent under each Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to the Successor Agent or the Borrowers such additional documents and shall provide such additional information as the Successor Agent or the Borrowers may reasonably request to carry out the terms of this Agreement.

Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or

obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

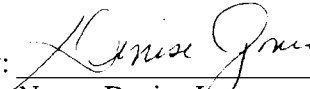
(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

BANK OF AMERICA, N.A., in its capacity as
Resigning Agent

By: 
Name: Denise Jones
Title: Vice President

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**, in its capacity as Successor
Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

BANK OF AMERICA, N.A., in its capacity as
Resigning Agent

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND
SOCIETY, FSB, in its capacity as Successor
Agent

By:  _____
Name: Raye Goldsborough
Title: Vice President



Schedule A

Country	Mark	Registration Number	Owner Name	Status
United States	CREATIVEBUG	4999627	Creativebug, LLC	Registered
United States	AIRCRAFT	4482677	Creativebug, LLC	Registered
United States	CREATIVEBUG (Stylized)	4291530	Creativebug, LLC	Registered
United States	JOANN (Stylized)	5232609	Jo-Ann Stores, LLC	Registered
United States	FAB LAB	5387351	Jo-Ann Stores, LLC	Registered
United States	HANDMADE HAPPY HOUR	6317981	Jo-Ann Stores, LLC	Registered
United States	JOANN	5545216	Jo-Ann Stores, LLC	Registered
United States	THE BIG BOLT	5657168	Jo-Ann Stores, LLC	Registered
United States	FAB LAB	5481607	Jo-Ann Stores, LLC	Registered
United States	JOANN (Stylized)	5544485	Jo-Ann Stores, LLC	Registered
United States	EXPERIENCE THE CREATIVITY	2013829	Jo-Ann Stores, LLC	Registered
United States	J ETC ANN & Design	2206988	Jo-Ann Stores, LLC	Registered
United States	KIDS' CAMP!	2216110	Jo-Ann Stores, LLC	Registered
United States	JO-ANN FABRICS AND CRAFTS	2544619	Jo-Ann Stores, LLC	Registered
United States	JO-ANN FABRICS	1289452	Jo-Ann Stores, LLC	Registered
United States	JO-ANN (Stylized)	3317406	Jo-Ann Stores, Inc.	Registered
United States	JO ANN FABRIC AND CRAFT STORES (Stylized)	3367237	Jo-Ann Stores, LLC	Registered
United States	JO-ANN FABRIC AND CRAFT STORES	3367236	Jo-Ann Stores, LLC	Registered
United States	JOANN.COM	3542904	Jo-Ann Stores, LLC	Registered
United States	BIG TWIST	4956347	Jo-Ann Stores, LLC	Registered
United States	FABRIC QUARTERS	4961771	Jo-Ann Stores, LLC	Registered
United States	QUILTER'S SHOWCASE	4996196	Jo-Ann Stores, LLC	Registered
United States	BLOOM ROOM	5069549	Jo-Ann Stores, LLC	Registered
United States	FAB LAB	5607368	Jo-Ann Stores, LLC	Registered
United States	WEAVEUP & Design	4,969,989	WEAVEUP INC.	Registered
United States	WEAVEUP	5,237,353	WEAVEUP INC.	Registered
United States	HUESTERIA	5,032,403	WEAVEUP INC.	Registered
United States	SETTLE FOR PERFECT	5,328,440	WEAVEUP INC.	Registered
United States	BLOOM ROOM & Design	6212543	Jo-Ann Stores, LLC	Registered
United States	HILDIE & JO	6089238	Jo-Ann Stores, LLC	Registered
United States	HILDIE & JO	6471659	Jo-Ann Stores, LLC	Registered
United States	JOANN SMILES & Design	6096519	Jo-Ann Stores, LLC	Registered
United States	JOANN HANDMADE HAPPINESS & Design	6193253	Jo-Ann Stores, LLC	Registered
United States	PARK LANE	6242646	Jo-Ann Stores, LLC	Registered
United States	PLACE & TIME	6480122	Jo-Ann Stores, LLC	Registered
United States	PLACE & TIME	6512472	Jo-Ann Stores, LLC	Registered
United States	POP!	6397400	Jo-Ann Stores, LLC	Registered
United States	TAILS & NOSES	6556254	Jo-Ann Stores, LLC	Registered
United States	YOU CAN DO IT!	6242967	Jo-Ann Stores, LLC	Registered
United States	HUDSON43 & Design	6263127	Jo-Ann Stores, LLC	Registered
United States	HUDSON43 & Design	6429722	Jo-Ann Stores, LLC	Registered

Schedule A

Country	Mark	Registration Number	Owner Name	Status
United States	HUDSON43 & Design	6577474	Jo-Ann Stores, LLC	Registered
Canada	MAKE IT-GIVE IT	TMA919848	Jo-Ann Stores, LLC	Registered
Canada	LEGACY STUDIO	TMA919876	Jo-Ann Stores, LLC	Registered
Canada	DOODLES and Design	TMA919846	Jo-Ann Stores, LLC	Registered
Canada	KIDS' CAMP!	TMA930567	Jo-Ann Stores, LLC	Registered
Canada	LA COLLECTION	TMA930566	Jo-Ann Stores, LLC	Registered
Canada	CRAFT, CREATE AND CONSERVE	TMA930548	Jo-Ann Stores, LLC	Registered
Canada	BUSY KIDS	TMA930565	Jo-Ann Stores, LLC	Registered
Canada	BUSY KIDS LEARNING	TMA947779	Jo-Ann Stores, LLC	Registered
Canada	BIG TWIST	TMA958859		Registered
New Hampshire State (US)	JO-ANN FABRICS AND CRAFTS	51901029		Registered