

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1204823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JO-ANN STORES, LLC	FORMERLY Jo-Ann Stores, Inc.	04/30/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	7032036	BIG TWIST	
Registration Number:	6840194	ARTSMITH	
Serial Number:	97418636	BIG TWIST	
Registration Number:	7281111	BIG TWIST	
Registration Number:	6748135	BIG TWIST	
Registration Number:	7032075	BIG TWIST	
Registration Number:	7295703	BIG TWIST	
Registration Number:	6674141	ARTSMITH	
Serial Number:	97247633	FABANY	
Serial Number:	98067260	FABANY	
Serial Number:	98067531	FABANY	
Registration Number:	7026884	K C KNIT AND CROCHET	
Registration Number:	6840327	LIL' POP!	
Registration Number:	6840325	LIL' POP!	
Registration Number:	6885546	LIL' TWIST	
Registration Number:	6885543	LIL' TWIST	
Serial Number:	97267204	PLACE & TIME	
Serial Number:	97441978	PLACE & TIME EVERY DAY	
Serial Number:	97976611	PLACE & TIME EVERY DAY	

CH \$840.00.00 90844593

Property Type	Number	Word Mark
Serial Number:	97437491	PLACE & TIME EVERY DAY
Serial Number:	97976613	PLACE & TIME EVERY DAY
Registration Number:	7225589	POP!
Registration Number:	7087976	STIR
Registration Number:	7237116	STIR
Registration Number:	6861200	TOP NOTCH
Registration Number:	7007664	TOP NOTCH
Registration Number:	7031927	TOP NOTCH
Registration Number:	7007668	TOP NOTCH
Registration Number:	7031928	TOP NOTCH
Registration Number:	6861201	TOP NOTCH
Registration Number:	4823084	WWW.5I5J.COM
Registration Number:	5874826	SUPAZAKÉ
Serial Number:	97420995	BIG TWIST

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 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: 05/02/2024

Total Attachments: 4

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THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Second Supplement to Trademark Security Agreement (this “Supplement”) is made as of the 30th day of April, 2024 by **JO-ANN STORES, LLC** (formerly known as Jo-Ann Stores, Inc.), an Ohio limited liability company (the “Grantor”), in favor of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent and collateral agent (the “Agent”).

WHEREAS, the Grantor executed and delivered (i) a Trademark Security Agreement dated March 18, 2011 and recorded with the United States Patent and Trademark Office (the “USPTO”) on March 18, 2011 at Reel 4501, Frame 0193, (ii) a First Supplement to Trademark Security Agreement dated October 21, 2016 and recorded with the USPTO on October 24, 2016 at Reel 5906, Frame 0438, and (iii) a Second Supplement to Trademark Security Agreement dated November 25, 2020 and recorded with USPTO on November 30, 2020 at Reel 7118 , Frame 0260 (as amended of record from time to time, hereinafter, collectively, the “Grant”), in favor of the Agent, pursuant to which the Grantor pledged, assigned, and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, the Grantor has developed additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Agent.

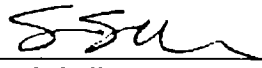
NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A, Schedule A-1, and Schedule A-2 to the Grant is hereby supplemented, but not replaced, by Schedule A-3 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A, Schedule A-1, and Schedule A-2 shall be deemed to include (i) the Trademarks referenced on Schedule A, Schedule A-1, and Schedule A-2 as such Schedule A, Schedule A-1, and Schedule A-2 exists immediately prior to the date hereof, and (ii) the Trademarks (together with the goodwill of the businesses with which the Trademarks are associated) referenced on Schedule A-3 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all of the representations, warranties, and covenants contained therein.
 - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.



[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

JO-ANN STORES, LLC, as Grantor

By: 
Name: **Scott Sekella**
Title: **Interim Office of the Chief Executive
Officer, Executive Vice President, Chief
Financial Officer and Treasurer**

SCHEDULE A-3

<u>Trademark</u>	<u>App. No. (or Reg. No., if available)</u>	<u>App. Date (or Reg. Date, if available)</u>	<u>Grantor</u>
Artsmith (stylized / design mark)	6,674,141	03-15-22	Jo-Ann Stores, LLC
Artsmith (stylized / design mark)	6,840,194	09-06-22	Jo-Ann Stores, LLC
Big Twist (standard character / word mark)	7,032,036	04-18-23	Jo-Ann Stores, LLC
Big Twist (standard character / word mark)	97418636	05-19-22	Jo-Ann Stores, LLC
Big Twist (standard character / word mark)	7,281,111	01-16-24	Jo-Ann Stores, LLC
Big Twist (stylized / design mark)	6,748,135	05-31-22	Jo-Ann Stores, LLC
Big Twist (stylized / design mark)	7,032,075	04-18-23	Jo-Ann Stores, LLC
Big Twist (stylized / design mark)	97420995	05-20-22	Jo-Ann Stores, LLC
Big Twist (stylized / design mark)	7,295,703	01-30-24	Jo-Ann Stores, LLC
Fabany (standard character / word mark)	97247633	02-01-22	Jo-Ann Stores, LLC
Fabany (standard character / word mark) [for sewing business]	98067260	06-30-23	Jo-Ann Stores, LLC
Fabany (stylized / design mark) [for sewing business]	98067531	06-30-23	Jo-Ann Stores, LLC
	7,026,884	04-11-23	Jo-Ann Stores, LLC
Lil Pop (standard character / word mark)	6,840,327	09-06-22	Jo-Ann Stores, LLC
Lil Pop (stylized / design mark)	6,840,325	09-06-22	Jo-Ann Stores, LLC
Lil Twist (standard character / word mark)	6,885,546	10-25-22	Jo-Ann Stores, LLC
Lil Twist stylized / design mark	6,885,543	10-25-22	Jo-Ann Stores, LLC
	97/267,204	02-15-22	Jo-Ann Stores, LLC
Place & Time Every Day (standard character / word mark)	97/441,978	06-03-22	Jo-Ann Stores, LLC
Place & Time Every Day (standard character / word mark)	97/976,611	06-03-22	Jo-Ann Stores, LLC
Place & Time Every Day (stylized / design mark)	97/437,491	06-01-22	Jo-Ann Stores, LLC

<u>Trademark</u>	<u>App. No. (or Reg. No., if available)</u>	<u>App. Date (or Reg. Date, if available)</u>	<u>Grantor</u>
Place & Time Every Day (stylized / design mark)	97/976,613	06-01-22	Jo-Ann Stores, LLC
POP! (stylized / design mark)	7,225,589	11-21-23	Jo-Ann Stores, LLC
Stir (stylized / design mark) (no standard character / word mark)	7,087,976	06-20-23	Jo-Ann Stores, LLC
Stir (stylized / design mark) (no standard character / word mark)	7,237,116	12-05-23	Jo-Ann Stores, LLC
Top Notch (standard character / word mark)	6,861,200	09-27-22	Jo-Ann Stores, LLC
Top Notch (standard character / word mark)	7,007,664	03-21-23	Jo-Ann Stores, LLC
Top Notch (standard character / word mark)	7,031,927	04-18-23	Jo-Ann Stores, LLC
Top Notch (stylized / design mark)	7,007,668	03-21-23	Jo-Ann Stores, LLC
Top Notch (stylized / design mark)	7,031,928	04-18-23	Jo-Ann Stores, LLC
Top Notch (standard character / word mark)	6861201	09-27-22	Jo-Ann Stores, LLC
JAS LLC	4823084	02-22-22	Jo-Ann Stores, LLC
JO-ANN FABRICS AND CRAFTS	5874826	07-22-02	Jo-Ann Stores, LLC