

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (5760/0799)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		05/23/2018	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2511732	PRECIOUS IMPRESSIONS
Registration Number:	2545019	PRIZM
Registration Number:	2642512	CRAFTS 2000
Registration Number:	2665985	PAT CATAN'S
Registration Number:	2676780	FOAMIES
Registration Number:	2703909	PRIZM THE ARTIST'S SUPPLY STORE
Registration Number:	2793206	PERFORATED PLASTIC
Registration Number:	3842225	WIGGLE WOOD
Registration Number:	3888072	LOCKERLOOKZ
Registration Number:	3932326	HERCULES
Registration Number:	4031579	HERCULES
Registration Number:	4084259	LOCKERLOOKZ
Registration Number:	4136390	MARSHMALLOW
Registration Number:	4187884	PREMIERE PROP CO.
Registration Number:	4260411	CRAFTER'S TOOLBOX
Registration Number:	4291571	PREMIERE PROP CO.
Registration Number:	4417963	STICKY STICKS
Registration Number:	4555651	POMTREE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4673902	OXFORD STREET JEWELRY COMPANY
Registration Number:	4791371	PILLOW PUFFS
Registration Number:	4811345	MIX AND MINGLE
Registration Number:	4832476	DREAM SEQUINS
Registration Number:	4837011	OFFICELOOKZ
Serial Number:	85520588	ROOMLOOKZ

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553222
Email: jnull@stblaw.com
Correspondent Name: Alexander Raytman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER:	509265/2137
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/25/2018

Total Attachments: 5
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**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the “Assignment”) dated as of May 23, 2018, is made by DEUTSCHE BANK AG NEW YORK BRANCH, as assignor (the “Assignor”) in favor of JPMORGAN CHASE BANK, N.A., as assignee (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below) unless otherwise specified herein.

WITNESSETH:

WHEREAS, MICHAELS STORES, INC., a Delaware corporation (the “Borrower”) certain Lenders from time to time parties thereto, the Assignor and the Assignee have entered into a Credit Agreement, dated as of October 31, 2006, (as amended and restated on January 28, 2013, as amended and restated on June 10, 2014, as amended and restated on September 28, 2016, as amended and restated on May 23, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2006, among the Borrower, LAMRITE WEST, INC., an Ohio corporation (the “Grantor”), certain other subsidiaries of Borrower from time to time parties thereto and the Assignor (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”), (i) the Grantor has granted a security interest (the “Security Interest”) to Assignor, as Collateral Agent for Lenders thereunder, in certain Intellectual Property Collateral, including the Trademarks set forth on Schedule A (the “Trademark Collateral”); (ii) the Assignor and the Grantor executed that certain Grant of Security Interest in United States Trademarks dated as of March 25, 2016 to record such Security Interest at the U.S. Patent and Trademark Office (the “USPTO”), and such Security Interest was recorded at the USPTO on March 30, 2016 at Reel No. 5760, Frame No. 0799; and (iii) pursuant to that certain Third Amendment to Amended and Restated Credit Agreement and Omnibus Amendment to Loan Documents (the “Third Amendment”), Assignor assigned to Assignee, as Collateral Agent effective of May 23, 2018, each of the Liens and security interests granted to Assignor under the Loan Documents and Assignee accepted and assumed all such Liens and security interests, in each case, for the benefit of the Secured Parties under the Loan Documents;

WHEREAS, Assignor and Assignee wish to confirm and record that the Security Agreement assigned Assignor’s Liens and security interests in the Trademark Collateral to Assignee;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto state, agree and confirm as follows:

1. Assignment. Pursuant to the Third Amendment, as of May 23, 2018, Assignor has assigned all of Assignor’s Security Interest in the Trademark Collateral to Assignee. The Security Agreement (and all rights and remedies of Administrative Agent, Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms and is incorporated fully herein by reference. In the event of any conflict between the terms of this Assignment and the Security Agreement, the Security Agreement shall govern. The Assignor

hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Assignment.

2. Counterparts. This Assignment may be executed by the parties to this Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

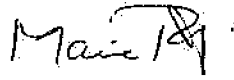
DEUTSCHE BANK AG NEW YORK BRANCH,
as Assignor

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Maria Guinchard
Title: Vice President

Accepted:

JPMORGAN CHASE BANK, N.A., as Assignee

A handwritten signature in black ink, appearing to read "Maria Riaz". The signature is written in a cursive style with a large initial "M" and "R".

By: _____

Name: MARIA RIAZ

Title: VICE PRESIDENT

Schedule A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No./ App. No.</u>
LAMRITE WEST, INC.	PRECIOUS IMPRESSIONS	2,511,732
LAMRITE WEST, INC.	PRIZM	2,545,019
LAMRITE WEST, INC.	CRAFTS 2000	2,642,512
LAMRITE WEST, INC.	PAT CATAN'S	2,665,985
LAMRITE WEST, INC.	FOAMIES	2,676,780
LAMRITE WEST, INC.	PRIZM THE ARTIST'S SUPPLY STORE	2,703,909
LAMRITE WEST, INC.	PERFORATED PLASTIC	2,793,206
LAMRITE WEST, INC.	WIGGLE WOOD	3,842,225
LAMRITE WEST, INC.	LOCKERLOOKZ	3,888,072
LAMRITE WEST, INC.	HERCULES	3,932,326
LAMRITE WEST, INC.	HERCULES	4,031,579
LAMRITE WEST, INC.	LOCKERLOOKZ	4,084,259
LAMRITE WEST, INC.	MARSHMALLOW	4,136,390
LAMRITE WEST, INC.	PREMIERE PROP CO.	4,187,884
LAMRITE WEST, INC.	CRAFTER'S TOOLBOX	4,260,411
LAMRITE WEST, INC.	PREMIERE PROP CO. & Des.	4,291,571
LAMRITE WEST, INC.	STICKY STICKS	4,417,963
LAMRITE WEST, INC.	POMTREE	4,555,651
LAMRITE WEST, INC.	OXFORD STREET JEWELRY COMPANY	4,673,902
LAMRITE WEST, INC.	PILLOW PUFFS	4,791,371
LAMRITE WEST, INC.	MIX AND MINGLE	4,811,345
LAMRITE WEST, INC.	DREAM SEQUINS	4,832,476
LAMRITE WEST, INC.	OFFICELookZ	4,837,011
LAMRITE WEST, INC.	ROOMLOOKZ	85/520,588