

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6658362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN COLLATERAL AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAELS STORES PROCUREMENT COMPANY, INC. (FORMERLY KNOWN AS LAMRITE WEST, INC.)	04/15/2021
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D716589
Patent Number:	D741534
Patent Number:	D659882
Patent Number:	D722191
Patent Number:	D703067
Patent Number:	D722401
Patent Number:	D659881
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/15/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Patents (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (FIRST LIEN), dated as of April 15, 2021 (this "Notice"), made by MICHAELS STORES PROCUREMENT COMPANY, INC., a Delaware corporation (formerly known as Lamrite West, Inc. as successor by merger) (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of April 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among The Michaels Companies, Inc., a Delaware corporation (as successor by merger to Magic MergeCo, Inc., a Delaware corporation) (the "Borrower"), each Subsidiary of the Borrower identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein), and Credit Suisse AG, Cayman Islands AG, as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Patent Collateral") all Patents of the United States of America, including those listed on Schedule I.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which

when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MICHAELS STORES PROCUREMENT
COMPANY, INC. (formerly known as
Lamrite West, Inc.)

By: 
Name: Tim Cheatham
Title: Executive Vice President and
Secretary

[Signature Page to Notice of Grant of Security Interest in Patents (First Lien)]

PATENT
REEL: 055949 FRAME: 0776

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent,

By: 
Name: Jane Schweiger
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Patents

Patents Owned by Michaels Stores Procurement Company, Inc.
(formerly known as Lamrite West, Inc. as successor by merger)

Owner	Country	Application No.	Patent No.
Lamrite West, Inc.	USA	29484869	D716589
Lamrite West, Inc.	USA	29484595	D741534
Lamrite West, Inc.	USA	29383055	D659882
Lamrite West, Inc.	USA	29484596	D722191
Lamrite West, Inc.	USA	29449557	D703067
Lamrite West, Inc.	USA	29484594	D722401
Lamrite West, Inc.	USA	29383057	D659881