

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jo-Ann Stores, LLC		05/21/2018	Limited Liability Company: OHIO
Creativebug, LLC		05/21/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St., 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2013829	EXPERIENCE THE CREATIVITY
Registration Number:	2205463	ETC
Registration Number:	2206988	J ETC ANN
Registration Number:	2216110	KIDS' CAMP!
Registration Number:	2515591	JO-ANN FABRICS & CRAFTS
Registration Number:	2544619	JO-ANN FABRICS AND CRAFTS
Registration Number:	1289452	JO-ANN FABRICS
Registration Number:	3914163	LA COLLECTION
Registration Number:	4067727	FABRIC WORLD
Registration Number:	4186045	DESIGN YOUR DECOR
Registration Number:	4255362	DOODLES
Registration Number:	3317406	JO-ANN
Registration Number:	4367053	LEGACY STUDIO
Registration Number:	3367237	JO ANN FABRIC AND CRAFT STORES
Registration Number:	3367236	JO-ANN FABRIC AND CRAFT STORES
Registration Number:	4386621	BUSY KIDS LEARNING
Registration Number:	4476772	BUSY KIDS

OP \$1215.00 2013829

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3542904	JOANN.COM
Registration Number:	3709703	GO GREEN JO-ANN FABRIC AND CRAFT STORES
Registration Number:	4956347	BIG TWIST
Registration Number:	4961771	FABRIC QUARTERS
Registration Number:	4996196	QUILTER'S SHOWCASE
Registration Number:	5008854	WE MADE IT
Registration Number:	5009164	FASHION & FLUFF
Registration Number:	5009165	LITTLE MAKERS
Registration Number:	5069549	BLOOM ROOM
Registration Number:	5078326	THE 5 & TWINE
Registration Number:	5129884	HUDSON 43
Registration Number:	5152780	BUTTERCREAM
Registration Number:	4957227	BUTTERCREAM
Registration Number:	5087017	TWO DAUGHTERS
Registration Number:	5200775	PURE HONEY
Serial Number:	86580962	FAB LAB
Registration Number:	5075283	ULTRA FLUFFY
Registration Number:	5232608	HANDMADE WITH JOANN
Serial Number:	87249388	HANDMADE = HAPPY PLACE
Registration Number:	5232609	JOANN
Registration Number:	4863199	AIRCRAFT
Registration Number:	4482677	AIRCRAFT
Registration Number:	4291530	CREATIVEBUG
Registration Number:	4999627	CREATIVEBUG
Registration Number:	5387351	FAB LAB
Serial Number:	87595833	HANDMADE AND SHARED BY YOU COMPANY
Serial Number:	87760021	HANDMADE HAPPY HOUR
Serial Number:	87758156	JOANN
Serial Number:	87653550	THE BIG BOLT
Serial Number:	86983825	FAB LAB
Serial Number:	87704460	JOANN

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

TRADEMARK

REEL: 006333 FRAME: 0766

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/21/2018

Total Attachments: 14

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Second Lien Trademark Security Agreement*”) dated May 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second Lien Term Credit Agreement, dated as of May 21, 2018 (as amended, restated, amended and restated, extended, renewed, replaced, re-financed, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Jo-Ann Stores, LLC, Needle Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Second Lien Security Agreement dated May 21, 2018, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Second Lien Security Agreement*”).

Whereas, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Second Lien Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Second Lien Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Second Lien Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Second Lien Security Agreement. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

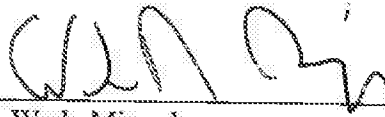
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IN WITNESS WHEREOF, the undersigned have executed this Second Lien Trademark Security Agreement as of the date first above written.

JO-ANN STORES, LLC,
as a Grantor

By: 
Name: Wade Miquelon
Title: Executive Vice President & Chief
Financial Officer

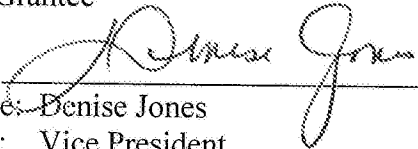
CREATIVEBUG, LLC, as a Grantor

By: 
Name: Wade Miquelon
Title: Manager & Vice President

[Jo-Ann -- Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006333 FRAME: 0770



BANK OF AMERICA, N.A., as Collateral Agent
and Grantee




By: 
Name: Denise Jones
Title: Vice President


[Jo-Ann – Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006333 FRAME: 0771

SCHEDULE A


TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal Q2 uf 1	<u>EXPERIENCE THE CREATIVITY</u> RN: 2013829 SN: 75033882	Renewed November 5, 2006	Jo-Ann Stores, LLC
US Federal Q2 uf 2	<u>ETC and Design</u>  RN: 2205463 SN: 75355955	Renewed November 24, 2008	Jo-Ann Stores, LLC
US Federal Q2 uf 3	<u>J ETC ANN and Design</u>  RN: 2206988 SN: 75355956	Renewed December 1, 2008	Jo-Ann Stores, LLC
US Federal Q2 uf 4	<u>KIDS' CAMP!</u> RN: 2216110 SN: 75355957	Renewed January 5, 2009	Jo-Ann Stores, LLC
US Federal Q2 uf 5	<u>JO-ANN FABRICS & CRAFTS</u> RN: 2515591 SN: 78048100	Renewed December 4, 2011	Jo-Ann Stores, LLC
US Federal Q2 uf 6	<u>JO-ANN FABRICS AND CRAFTS</u> RN: 2544619 SN: 76209919	Renewed March 5, 2012	Jo-Ann Stores, LLC
US Federal Q2 uf 7	<u>JO-ANN FABRICS</u> RN: 1289452 SN: 73427970	Renewed August 7, 2014	Jo-Ann Stores, LLC
US Federal Q2 uf 10	<u>LA COLLECTION</u> RN: 3914163 SN: 85067557	Registered February 1, 2011	Jo-Ann Stores, LLC


TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal Q2 uf 12	<u>FABRIC WORLD</u> RN: 4067727 SN: 77793481	Registered December 6, 2011	Jo-Ann Stores, LLC
US Federal Q2 uf 13	<u>DESIGN YOUR DECOR</u> RN: 4186045 SN: 85495170	Registered August 7, 2012	Jo-Ann Stores, LLC
US Federal Q2 uf 14	<u>DOODLES and Design</u>  RN: 4255362 SN: 85560584	Registered December 4, 2012	Jo-Ann Stores, LLC
US Federal Q2 uf 15	<u>JO-ANN (Stylized)</u>  RN: 3317406 SN: 78791522	Registered 8 & 15 December 7, 2012	Jo-Ann Stores, LLC
US Federal Q2 uf 16	<u>LEGACY STUDIO</u> RN: 4367053 SN: 85664156	Registered July 16, 2013	Jo-Ann Stores, LLC
US Federal Q2 uf 17	<u>JO ANN FABRIC AND CRAFT STORES (Stylized)</u>  RN: 3367237 SN: 78969184	Registered 8 & 15 August 16, 2013	Jo-Ann Stores, LLC
US Federal Q2 uf 18	<u>JO-ANN FABRIC AND CRAFT STORES</u> RN: 3367236 SN: 78969122	Registered 8 & 15 August 16, 2013	Jo-Ann Stores, LLC
US Federal Q2 uf 19	<u>BUSY KIDS LEARNING</u> RN: 4386621 SN: 85664062	Registered August 20, 2013	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal Q2 uf 20	<u>BUSY KIDS</u> RN: 4476772 SN: 85659482	Registered February 4, 2014	Jo-Ann Stores, LLC
US Federal Q2 uf 21	<u>JOANN.COM</u> RN: 3542904 SN: 77396746	Registered 8 & 15 December 30, 2014	Jo-Ann Stores, LLC
US Federal Q2 uf 22	<u>GO GREEN JO-ANN FABRIC AND CRAFT STORES and Design</u>  RN: 3709703 SN: 77483915	Registered 8 & 15 August 21, 2015	Jo-Ann Stores, LLC
US Federal Q2 uf 23	<u>BIG TWIST</u> RN: 4956347 SN: 86179916	Registered May 10, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 25	<u>FABRIC QUARTERS</u> RN: 4961771 SN: 86649874	Registered Supplemental Register May 17, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 26	<u>QUILTER'S SHOWCASE</u> RN: 4996196 SN: 86649871	Registered July 12, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 27	<u>WE MADE IT</u> RN: 5008854 SN: 86532414	Registered July 26, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 28	<u>FASHION & FLUFF</u> RN: 5009164 SN: 86627923	Registered July 26, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 29	<u>LITTLE MAKERS</u> RN: 5009165 SN: 86627936	Registered July 26, 2016	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal Q2 uf 31	<u>BLOOM ROOM</u> RN: 5069549 SN: 86634257	Registered October 25, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 32	<u>THE 5 & TWINE</u> RN: 5078326 SN: 86222893	Registered November 8, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 34	<u>HUDSON 43</u> RN: 5129884 SN: 86719568	Registered January 24, 2017	Jo-Ann Stores, LLC
US Federal Q2 uf 35	<u>BUTTERCREAM</u> RN: 5152780 <u>SN: 86981449</u>	Registered February 28, 2017	Jo-Ann Stores, LLC
US Federal	<u>BUTTERCREAM</u> RN: 4957227 SN: 86580451	Registered May 10, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 36	<u>TWO DAUGHTERS</u> RN: 5087017 SN: 86225785	Registered November 22, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 37	<u>PURE HONEY</u> RN: 5200775 <u>SN: 86763004</u>	Registered May 9, 2017	Jo-Ann Stores, LLC
US Federal Q2 uf 38	<u>FAB LAB</u> SN: 86580962	Allowed – Intent to Use Notice of Allowance Issued October 11, 2016	Jo-Ann Stores, LLC
US Federal Q2 uf 39	<u>ULTRA FLUFFY</u> RN: 5075283 SN: 86627909	Registered November 1, 2016	Jo-Ann Stores, LLC
US Federal	HANDMADE WITH JOANN RN: 5232608 SN: 87249380	Registered June 27, 2017	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal	<u>HANDMADE = HAPPY PLACE</u> SN: 87249388	Filed 11/28/2016	Jo-Ann Stores, LLC
US Federal	<u>JOANN (STYLIZED)</u> RN: 5232609 SN: 87249393	Registered June 27, 2017	Jo-Ann Stores, LLC
US Federal	<u>AIRCRAFT</u> RN: 4863199 SN: 86613029	Registered December 1, 2015 *In the name of Creativebug, LLC	Creativebug, LLC
US Federal	<u>AIRCRAFT</u> RN: 4482677 SN: 85980463	Registered February 11, 2014 *In the name of Creativebug, LLC	Creativebug, LLC
US Federal	<u>CREATIVEBUG</u> RN: 4291530 SN: 85632112	Registered February 19, 2013 *In the name of Creativebug, LLC	Creativebug, LLC
US Federal	<u>CREATIVEBUG</u> RN: 4999627 SN: 86613420	Registered July 12, 2016 *In the name of Creativebug, LLC	Creativebug, LLC
US Federal	<u>FAB LAB</u> RN: 5387351 SN: 86983468	Registered January 23, 2018	Jo-Ann Stores, LLC
US Federal	<u>HANDMADE AND SHARED BY YOU COMPANY</u> SN: 87595833	Filed 9/5/2017 Pending ITU	Jo-Ann Stores, LLC
US Federal	<u>HANDMADE HAPPY HOUR</u> SN: 87760021	Filed 1/18/2018	Jo-Ann Stores, LLC
US Federal	<u>JOANN</u> SN: 87758156	Filed 1/17/2018	Jo-Ann Stores, LLC
US Federal	<u>THE BIG BOLT</u> SN: 87653550	Filed 10/20/2017 Pending ITU	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
US Federal	<u>FAB LAB</u> SN: 86983825	Review Prior to Registration Completed 4/26/18	Jo-Ann Stores, LLC
US Federal	<u>JOANN</u> SN: 87704460	Filed 12/01/2017	Jo-Ann Stores, LLC
US State Q2 us 40	<u>JO-ANN FABRICS AND CRAFTS</u> RN: NH 350237 AN: 51901029	NEW HAMPSHIRE - Registered Last Status Received: Registered June 8, 2000	Jo-Ann Stores, LLC
Canada Q2 ca 41	<u>MAKE IT-GIVE IT</u> RN: TMA919848 AN: 1639856	Canada Registered Last Status Received: Registered November 10, 2015	Jo-Ann Stores, LLC
Canada Q2 ca 42	<u>LEGACY STUDIO</u> RN: TMA919876 AN: 1639859	Canada Registered Last Status Received: Registered November 10, 2015	Jo-Ann Stores, LLC
Canada Q2 ca 43	<u>DOODLES and Design</u>  RN: TMA919846 AN: 1639863	Canada Registered Last Status Received: Registered November 10, 2015	Jo-Ann Stores, LLC
Canada Q2 ca 44	<u>KIDS' CAMP!</u> RN: TMA930567 AN: 1639855	Canada Registered Last Status Received: Registered March 3, 2016	Jo-Ann Stores, LLC
Canada Q2 ca 45	<u>LA COLLECTION</u> RN: TMA930566 AN: 1639860	Canada Registered Last Status Received: Registered March 3, 2016	Jo-Ann Stores, LLC
Canada Q2 ca 46	<u>CRAFT, CREATE AND CONSERVE</u> RN: TMA930548 AN: 1639861	Canada Registered Last Status Received: Registered March 3, 2016	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
Canada Q2 ca 47	<u>BUSY KIDS</u> RN: TMA930565 AN: 1639866	Canada Registered Last Status Received: Registered March 3, 2016 Office Status: Registration published	Jo-Ann Stores, LLC
Canada Q2 ca 48	<u>BUSY KIDS LEARNING</u> RN: TMA947779 AN: 1639864	Canada Registered Last Status Received: Registered August 29, 2016 Office Status: Registration published	Jo-Ann Stores, LLC
Canada Q2 ca 49	<u>BIG TWIST</u> RN: TMA958859 AN: 1662198	Canada Registered Last Status Received: Registered December 28, 2016	Jo-Ann Stores, LLC
Canada Q2 ca 50	<u>2 DAUGHTERS</u> AN: 1668795	Canada Published Last Status Received: Published May 15, 2015	Jo-Ann Stores, LLC
Canada Q2 ca 51	<u>THE 5 & TWINE</u> AN: 1668348	Canada Published Last Status Received: Published December 31, 2015	Jo-Ann Stores, LLC
Canada Q2 ca 52	<u>HOME OF THE MAKER</u> AN: 1743280	Canada Published Last Status Received: Published August 12, 2016	Jo-Ann Stores, LLC
Canada Q2 ca 53	<u>WE MADE IT BY JENNIFER GARNER and Design</u>  AN: 1740191	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded	Jo-Ann Stores, LLC
Canada Q2 ca 54	<u>WE MADE IT</u> AN: 1740189	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded	Jo-Ann Stores, LLC
Canada Q2 ca 55	<u>WE MADE IT BY JENNIFER GARNER</u> AN: 1740190	Canada Filed Last Status Received: Pending Application February 8, 2016 Office Status: Filing date accorded	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
Canada Q2 ca 56	<u>FAB LAB</u> AN: 1743281	Canada Filed Last Status Received: Pending Application February 17, 2016 Office Status: Proposed Opposition filed December 5, 2016	Jo-Ann Stores, LLC
Canada Q2 ca 57	<u>FABRIC QUARTERS</u> AN: 1743288	Canada Filed Last Status Received: Pending Application February 19, 2016 Office Status: Filing date accorded	Jo-Ann Stores, LLC
Canada Q2 ca 58	<u>FASHION & FLUFF</u> AN: 1743284	Canada Filed Last Status Received: Approved November 9, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 59	<u>ULTRA FLUFFY</u> AN: 1743283	Canada Filed Last Status Received: Approved October 27, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 60	<u>QUILTER'S SHOWCASE</u> AN: 1743287	Canada Filed Last Status Received: Approved October 20, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 61	<u>BLOOM ROOM</u> AN: 1743286	Canada Filed Last Status Received: Approved October 20, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 62	<u>LITTLE MAKERS</u> AN: 1743285	Canada Filed Last Status Received: Approved October 20, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 63	<u>BUTTERCREAM</u> AN: 1743282	Canada Filed Last Status Received: Approved October 27, 2016 Office Status: Advertised	Jo-Ann Stores, LLC

TM Record	Trademark/Application No./Registration No.	Status/Status Date	Owner
Canada Q2 ca 64	<u>HUDSON 43</u> AN: 1743289	Canada Filed Last Status Received: Approved October 20, 2016 Office Status: Advertised	Jo-Ann Stores, LLC
Canada Q2 ca 65	<u>MIYER</u> AN: 1772842	Canada Filed Last Status Received: Pending Application August 31, 2016 Office Status: Filing date accord-	Jo-Ann Stores, LLC
Canada Q2 ca 66	<u>PURE HONEY</u> AN: 1772843	Canada Filed Last Status Received: Approved January 26, 2017 Office Status: Advertised	Jo-Ann Stores, LLC

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Jo-Ann Stores, LLC
2. Creativebug, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1.LLC-OH; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 21, 2018

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 901 Main St., 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 21, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450