

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KSIN Holdings, Ltd.		09/30/2004	CORPORATION: BERMUDA
Singer Sewing Company		09/30/2004	CORPORATION: DELAWARE
Singer Sourcing Limited		09/30/2004	COMPANY: VIRGIN ISLANDS, BRITISH
Singer Canada Limited		09/30/2004	COMPANY: CANADA
KSIN U.S. I, Inc.		09/30/2004	CORPORATION: DELAWARE
KSIN U.S. II, Inc.		09/30/2004	CORPORATION: DELAWARE
KSIN Bermuda I Limited		09/30/2004	CORPORATION: BERMUDA
KSIN Bermuda II Limited		09/30/2004	CORPORATION: BERMUDA
KSIN Luxembourg I S.ar.L		09/30/2004	CORPORATION: LUXEMBOURG
KSIN Luxembourg II S.ar.L		09/30/2004	CORPORATION: LUXEMBOURG
KSIN Luxembourg III S.ar.L		09/30/2004	CORPORATION: LUXEMBOURG
Singer Africa Middle East Ltd.		09/30/2004	COMPANY: VIRGIN ISLANDS, BRITISH
Edmarte S.A.		09/30/2004	CORPORATION: LUXEMBOURG
Distribuidora de Productos Singer S.A. de C.V.		09/30/2004	COMPANY: MEXICO
Singer IV, B.V.		09/30/2004	COMPANY: NETHERLANDS
Aztec Holdings B.V.		09/30/2004	COMPANY: NETHERLANDS
The Singer Company Limited		09/30/2004	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 38

CH \$965.00 78235645

Property Type	Number	Word Mark
Serial Number:	78235645	SINGER
Serial Number:	78416479	QUICK CUT BY SINGER
Serial Number:	78428716	SINGER
Serial Number:	78070604	SINGER
Serial Number:	78071086	SINGER
Serial Number:	71431537	SINGER
Serial Number:	71013927	SINGER
Serial Number:	71013929	SINGER
Serial Number:	71013928	SINGER
Serial Number:	71027683	SINGER
Serial Number:	71143789	SINGER
Serial Number:	71195239	SINGER
Serial Number:	72180031	SINGER
Serial Number:	75871812	SINGER
Serial Number:	71013923	SINGER
Serial Number:	71013925	SINGER
Serial Number:	71013926	SINGER
Serial Number:	71192437	SINGER
Serial Number:	71629694	SINGER
Serial Number:	71640015	SINGER
Serial Number:	74690796	S 1995
Serial Number:	78329869	SINGER AT HOME WORLDWIDE
Serial Number:	75134621	SINGER IMPRESSIONS
Serial Number:	78179720	SINGER MR NEEDLES
Serial Number:	71473547	SINGER SEWING MACHINES
Serial Number:	75357999	SINGER SPRING
Serial Number:	78329872	SINGER TECHNOLOGIES AT HOME WORLDWIDE
Serial Number:	72223937	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY
Serial Number:	72296912	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY!
Serial Number:	71013924	SINGER
Serial Number:	73627070	CONSUMER EXPRESS
Serial Number:	73334926	CONSUMERS
Serial Number:	73397618	CONSUMERS
Serial Number:	73428180	CONSUMERS CHOICE

**TRADEMARK**

**REEL: 002980 FRAME: 0865**

Serial Number:	72437867	MEMO-MATIC
Serial Number:	75009172	PICTALL
Serial Number:	72161012	EST. 1914 C E
Serial Number:	72229343	GYROFLEX

**CORRESPONDENCE DATA**

Fax Number: (703)760-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (703)760-7761  
Email: aspivak@mofo.com  
Correspondent Name: Andrew N. Spivak  
Address Line 1: 1650 Tysons Boulevard  
Address Line 2: Suite 300  
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	51270-35
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NAME OF SUBMITTER:	Hsiao-Ting H. Cheng
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**Total Attachments: 17**

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**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 30, 2004, is entered into by and among the Persons listed on the signature page(s) hereof under the caption "Grantors" (collectively, the "Grantors" and, each, a "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as administrative agent (in such capacity, the "Agent") for the lenders (the "Lenders") pursuant to the Loan Agreement (as hereinafter defined).

**PRELIMINARY STATEMENTS.**

(1) Each of KSIN BERMUDA I LIMITED, a Bermuda corporation ("Parent"); SINGER SEWING COMPANY, a Delaware corporation ("US Borrower"); SINGER SOURCING LIMITED, a company organized under the laws of the British Virgin Islands ("BVI Borrower"); SINGER CANADA LIMITED, a company organized under the laws of Ontario, Canada ("Canadian Borrower") (US Borrower, BVI Borrower and Canadian Borrower referred to collectively as, the "Borrowers" and, each, a "Borrower"), has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Agent and the Lenders. Capitalized terms used herein but not defined shall have the meanings given them in the Loan Agreement, and the rules of construction set forth in Section 1.4 of the Loan Agreement shall apply hereto.

(2) In connection with the Loan Agreement, each of (a) the Parent, (b) KSIN U.S. I, INC., a Delaware corporation ("KSIN I"), (c) KSIN U.S. II, INC., a Delaware corporation ("KSIN II"), (d) KSIN HOLDINGS, LTD., a Bermuda corporation, (e) KSIN BERMUDA II LIMITED, a Bermuda corporation, (f) KSIN BERMUDA III LIMITED, a Bermuda corporation, (g) KSIN LUXEMBOURG I S.ar.L., a Luxembourg corporation, (h) KSIN LUXEMBOURG II S.ar.L., a Luxembourg corporation, (i) KSIN LUXEMBOURG III S.ar.L., a Luxembourg corporation, (j) THE SINGER COMPANY LIMITED, a company organized under the laws of the Isle of Man, (k) SINGER AFRICA MIDDLE EAST LTD., a company organized under the laws of the British Virgin Islands, (l) EDMARTE S.A., a Luxembourg corporation, (m) DISTRIBUIDORA DE PRODUCTOS SINGER, S.A. de C.V., a company organized under the laws of Mexico, (n) SINGER IV, B.V., a company organized under the laws of the Netherlands, and (o) AZTEC HOLDINGS B.V., a company organized under the laws of the Netherlands, has executed and delivered a guaranty and security agreement (collectively, the "Guarantor Security Documents") in favor of the Agent, for the benefit of the Agent and the Lenders.

(3) It is a condition precedent to the extension of credit by the Lenders under the Loan Agreement that the Grantors shall have granted the security interests contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises of and in order to induce the Lenders to make the initial extension of credit under the Loan Agreement, and subject to the terms of the Loan Agreement, each Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Agent, the Lenders, the Issuing Lender and the Bank Product Providers (collectively, the "Secured Parties"), as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for its benefit and the ratable benefit of the other Secured Parties a continuing security interest in such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Trademark Collateral (as defined below) in order to secure the Secured Obligations (as defined below). The Agent's Liens in and to the Trademark Collateral shall attach to all Trademark Collateral without further act on the part of the Agent or Grantors. For the purposes of this Agreement, "Trademark Collateral" shall mean all of Grantors' right, title and interest in and to:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"). For the purposes of this Agreement, the Trademarks shall include each trademark registrations and applications identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Agent); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such name or mark (collectively, the "Licenses").

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the (a) prompt payment and performance of (i) for the US Borrower, KSIN I and KSIN II (collectively, the "US Grantors"), any and all of the Obligations in accordance with the terms and conditions of the Loan Documents, and (ii) for each Grantor that is not a US Grantor, any and all of the Foreign Obligations in accordance with the terms and conditions of the Loan Documents; and (b) prompt payment and performance by such Grantor of each of its obligations, covenants and duties now or hereafter existing under this Agreement and the other Loan Documents to which it is a party (collectively, the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantors to the Agent or the other Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a

bankruptcy, reorganization or similar proceeding involving the Agent, any Secured Party or the Grantors.

SECTION 3. Further Assurances.

(a) The Grantors shall from time to time, at their sole expense, authorize, execute or deliver all further instruments and documents that the Agent may request in its Permitted Discretion, in form and substance reasonably satisfactory to the Agent, to create, perfect and continue perfected or to better perfect the Agent's Liens in the Trademark Collateral, and in order to fully consummate all of the transactions contemplated hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto (including by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all applicable foreign jurisdictions) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor agrees that, should it obtain an ownership or any other interest in any Trademark or License, which is not a part of the Trademark Collateral as of the Closing Date, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such Trademark or License shall automatically become Trademark Collateral, and (iii) with respect to any ownership interest in any Trademark or any exclusive license to a Trademark that Grantor is advised is the subject of an application or registration that such Grantor obtains, it shall give prompt written notice thereof to the Agent in accordance with the Loan Agreement. Each Grantor authorizes the Agent to modify this Agreement by amending Schedule I (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark registration or application therefor, which becomes part of the Trademark Collateral under this Section.

SECTION 4. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the

Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. The appointment of the Agent as attorney-in-fact and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligations to extend credit under the Loan Agreement are terminated.

SECTION 5. Continuing Security Interest. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the other Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and any Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan Agreement.

SECTION 6. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) SECURED PARTIES WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7.

SECTION 8. Waiver of Jury Trial. GRANTORS, AGENT AND (BY THEIR ACCEPTANCE HEREOF) SECURED PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS

CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS, SECURED PARTIES AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10. Supplement to Loan Agreement and Guarantor Security Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement and the Guarantor Security Documents. The Grantors acknowledge that the rights and remedies of the Agent and the other Secured Parties are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative. To the extent that the terms or conditions set forth in this Agreement conflict with those set forth in the Loan Agreement, the terms and conditions set forth in the Loan Agreement shall govern.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

SECTION 12. Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the subject matter contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[SIGNATURE PAGES TO FOLLOW]



**KSIN U.S. II, INC.,**  
a Delaware corporation, as a Grantor

By:   
Name:  
Title:

**KSIN BERMUDA I LIMITED,**  
a Bermuda corporation, as a Grantor

By:   
Name:  
Title:

**KSIN BERMUDA II LIMITED,**  
a Bermuda corporation, as a Grantor

By:   
Name:  
Title:

**KSIN LUXEMBOURG I S.ar.L,**  
a Luxembourg corporation, as a Grantor

By:   
Name:  
Title:

**KSIN LUXEMBOURG II S.ar.L,**  
a Luxembourg corporation, as a Grantor

By:   
Name:  
Title:

**KSIN LUXEMBOURG III S.ar.L,**  
a Luxembourg corporation, as a Grantor


By:   
Name:  
Title:

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-586964

**TRADEMARK**  
**REEL: 002980 FRAME: 0872**


**THE SINGER COMPANY LIMITED,**  
a company organized under the laws of the Isle of Man, as a  
Grantor

By:   
Name: \_\_\_\_\_  
Title:

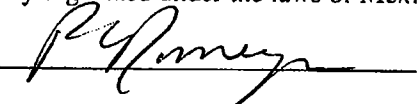
**SINGER AFRICA MIDDLE EAST LTD.,**  
a company organized under the laws of the British Virgin  
Islands, as a Grantor

By:   
Name: \_\_\_\_\_  
Title:

**EDMARTE S.A.,**  
a Luxembourg corporation, as a Grantor

By:   
Name: \_\_\_\_\_  
Title:

**DISTRIBUIDORA DE PRODUCTOS SINGER, S.A. de  
C.V.,**  
a company organized under the laws of Mexico, as a Grantor

By:   
Name: \_\_\_\_\_  
Title:

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-586964

**TRADEMARK**  
**REEL: 002980 FRAME: 0873**

**SINGER IV, B.V.,**

a company organized under the laws of the Netherlands, as a  
Grantor

By:

Name:

Title:



**AZTEC HOLDINGS B.V.,**

a company organized under the laws of the Netherlands, as a  
Grantor

By:

Name:

Title:



SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

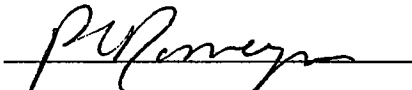
ny-586964

**TRADEMARK**  
**REEL: 002980 FRAME: 0874**

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

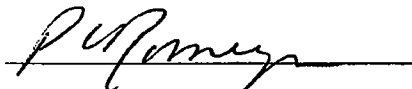
**KSIN HOLDINGS, LTD.,**  
a Bermuda corporation, as a Grantor

By:   
Name:  
Title:

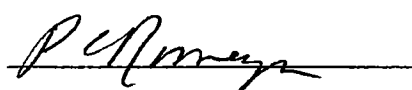
**SINGER SEWING COMPANY,**  
a Delaware corporation, as a Grantor

By:   
Name:  
Title:

**SINGER SOURCING LIMITED,**  
a company organized under the laws of the British Virgin Islands, as a Grantor

By:   
Name:  
Title:

**SINGER CANADA LIMITED,**  
a company organized under the laws of Ontario, Canada, as a Grantor

By:   
Name:  
Title:

**KSIN U.S. I, INC.,**  
a Delaware corporation, as a Grantor

By:   
Name:  
Title:

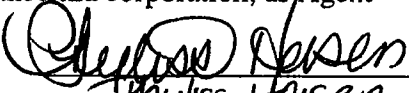
SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-586964

**AGENT:**

Agreed and consented to as of  
the date first above written:

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:   
Name: Melissa Hansen  
Title: SR Vice President

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-586964

**TRADEMARK**  
**REEL: 002980 FRAME: 0876**

**EXECUTION COPY**

**SCHEDULE I: TRADEMARK REGISTRATIONS AND APPLICATIONS**

**[TO BE PREPARED BY GRANTORS]**

ny-586964

**TRADEMARK  
REEL: 002980 FRAME: 0877**

Schedule I to Trademark Security Agreement (Continued)  
(Additional Acquired IP)

Country	Trademark	Status	Appl. No.	Reg. No.	Registered Owner	Infringed Owner (if different from Registered Owner)	Class(es)
Argentina	SINGER	Registered	1.840.759	1525705	The Singer Company Ltd.		IC 36
	SINGER	Registered	1.840.760	1525706	The Singer Company Ltd.		IC 37
	SINGER	Registered		1525707	The Singer Company Ltd.		IC 38
	SINGER	Registered		1525708	The Singer Company Ltd.		IC 39
	SINGER	Registered		1525709	The Singer Company Ltd.		IC 40
	SINGER	Registered		1525710	The Singer Company Ltd.		IC 41
Australia	SINGER	Registered	219057	219057	The Singer Company Ltd.		IC 16
	SINGER	Registered	219056	219056	The Singer Company Ltd.		IC 9
Brazil	SINGER	Registered	816824908	816824908	The Singer Company Ltd.		[9(10/20/45)]
	SINGER (special writing)	Registered	810909618	810909618	The Singer Company Ltd.		25 (60)
	SINGER	Registered		002382458	The Singer Company Ltd.		28
	SINGER	Registered		005000645	The Singer Company Ltd.		20.35
	SINGER	Registered		005000920	The Singer Company Ltd.		26.10
	SINGER	Registered		007217510	The Singer Company Ltd.		07.10
	SINGER	Registered		007502320	The Singer Company Ltd.		16.20
	SINGER	Registered		810909618	The Singer Company Ltd.		25.60
	SINGER	Registered		813833183	The Singer Company Ltd.		20.25/35
	SINGER	Registered		813833248	The Singer Company Ltd.		24.20/30
Italy	SINGER	Renewed		428252	The Singer Company Ltd.		
	SINGER	Renewed		428256	The Singer Company Ltd.		26
	SINGER	Renewed		428253	The Singer Company Ltd.		23
	SINGER	Renewed		428257	The Singer Company Ltd.		4
Mexico	SINGER	Registered	153146	153146	The Singer Company Ltd.		20
	SINGER	Registered	1530462	1530462	The Singer Company Ltd.		26
	SINGER SEWING MACHINES & Hatched S w/ Woman @ Machine	Registered	1532462	1532462	The Singer Company Ltd.		26
Peru	SINGER	Registered		8537	The Singer Company Ltd.		11
UAE	SINGER	Registered	6357	2974	The Singer Company Ltd.		6
	SINGER	Registered	6380	2973	The Singer Company Ltd.		3
	SINGER	Registered	6381	3426	The Singer Company Ltd.		9
	SINGER	Registered	6382	6500	The Singer Company Ltd.		21
	SINGER	Registered	6383	2972	The Singer Company Ltd.		23
	SINGER	Registered	6384	2971	The Singer Company Ltd.		24
	SINGER	Registered	6385	3426	The Singer Company Ltd.		9
	SINGER	Registered	6409	3425	The Singer Company Ltd.		16
	SINGER	Registered	6411	2970	The Singer Company Ltd.		20
	SINGER	Registered	6412	2981	The Singer Company Ltd.		26
	SINGER	Registered	6413	2980	The Singer Company Ltd.		28
United Kingdom	SINGER SPRING and Design	Registered	2148086	2148086	The Singer Company Ltd.		11

Schedule I to Trademark Security Agreement (Continued)  
(Additional Acquired IP)

Country	Trademark	Status	Appl. No.	Reg. No.	Registered Owner	Intended Owner (if different from Registered owner)	Class(es)
Argentina	"S"	Registered	1534047	1534047	The Singer Company N.V.	The Singer Company Limited	11
Benelux	DURATEC	Registered	669028	403772	Singer N.V.	The Singer Company Limited	
Brazil	LIVREMATIC	Registered		810509610	The Singer Company N.V.	The Singer Company Limited	9
	Outline "S" w/ Woman @ Machine	Registered		002382504	The Singer Company N.V.	The Singer Company Limited	20.10
	Outline "S" w/ Woman @ Machine	Registered		004073320	The Singer Company N.V.	The Singer Company Limited	07.60
	Outline "S" w/ Woman @ Machine	Registered		605126461	The Singer Company N.V.	The Singer Company Limited	04.10
	ECONOMAC	Registered		811874354	Singer do Brasil	The Singer Company Limited	9/50.80
	WHITE LINE 2000	Registered		814535410	Singer do Brasil	The Singer Company Limited	9/50.80
	PRO-LAR	Pending	814843700		Singer do Brasil	The Singer Company Limited	3/50.80
	JUICE MASTER	Registered		817657150	Singer do Brasil	The Singer Company Limited	9.50
	BONCAFE	Registered		817657142	Singer do Brasil	The Singer Company Limited	9.50
	ALISEU	Registered		818222140	Singer do Brasil	The Singer Company Limited	9.50
	MINUANO	Registered		818222158	Singer do Brasil	The Singer Company Limited	9.50
	LAVA BEM	App. Granted		818535547	Singer do Brasil	The Singer Company Limited	9.50
	CAFÉ SUPREMO	Registered		818541075	Singer do Brasil	The Singer Company Limited	9.50
	JEWEL	Pending	821964127		Singer do Brasil	The Singer Company Limited	9.80
	LUB+	Pending	824042999		Singer do Brasil	The Singer Company Limited	7
Denmark	E.H.P. DANMARK A/S	Registered		1987 3862 VR	Singer Denmark A/S	KSIN Luxembourg II, S.ar.l.	21
France	DURATEC	Registered		1285883	The Singer Company N.V.	KSIN Luxembourg II, S.ar.l.	17
	SERENADE	Registered		1288490	The Singer Company N.V.	KSIN Luxembourg II, S.ar.l.	7
	SYMPHONIE	Registered		1288488	The Singer Company N.V.	KSIN Luxembourg II, S.ar.l.	7
	TINY SERGER	Registered		94533245	The Singer Company N.V.	KSIN Luxembourg II, S.ar.l.	7



Schedule I to Trademark Security Agreement (Continued)  
(Additional Acquired IP)

	CORVETTE	Registered	1690341	1259312	Singer N.V.	KSIN Luxembourg II, S.ar.l.	7, 9, 11
	BUTTONMAGIC	Registered	94511770	94511770	Singer N.V.	KSIN Luxembourg II, S.ar.l.	8
	SELECTROMAILLE	Registered	679000	1248594	Singer N.V.	KSIN Luxembourg II, S.ar.l.	7
	SUPERAS	Registered	691177	1260054	Singer N.V.	KSIN Luxembourg II, S.ar.l.	9
Germany	MATCH-A-PATCH	Registered	S 57540 TWZ	2072328	Singer N.V.	The Singer Company Limited	7
Italy	Outline "S"	Registered		428258	The Singer Company	The Singer Company Limited	26
	Outline "S"	Registered		697051	The Singer Company Ltd.		26
	FLEXI-STITCH	Registered	MI93C005810	675510	Singer N.V.	The Singer Company Limited	7
Peru	MEMO-MATIC	Registered		9226	The Singer Company N.V.	The Singer Company Limited	7
Portugal	TINY TAILOR	Registered		286150	The Singer Company Ltd.	The Singer Company Limited	7
Turkey	COMPACT STEAM PRESS	Registered		154717	The Singer Company N.V.	The Singer Company Limited	7 & 9
	CSP	Registered		154892	The Singer Company N.V.	The Singer Company Limited	7 & 9
	MAGIC PRESS	Registered		154703	The Singer Company N.V.	The Singer Company Limited	7 & 9
	MAGIC STEAM PRESS	Registered		154964	The Singer Company N.V.	The Singer Company Limited	7 & 9
	MSP	Registered		154721	The Singer Company N.V.	The Singer Company Limited	7 & 9
UK	MAGIC TAILOR	Registered		1195422	The Singer Company Ltd.		7
USA	CONSUMER EXPRESS	Renewed	73/627,070	1449024	Semi-Tech (Global) Co. Ltd.	KSIN Luxembourg III, S.ar.l.	42
	CONSUMERS	Renewed	73/334,926	1430626	Semi-Tech (Global) Co. Ltd.	KSIN Luxembourg III, S.ar.l.	42
	CONSUMERS	Renewed	73/397,618	1455819	Semi-Tech (Global) Co. Ltd.	KSIN Luxembourg III, S.ar.l.	42
	CONSUMERS CHOICE & Design	Renewed	73/428,180	1317353	Semi-Tech (Global) Co. Ltd.	KSIN Luxembourg III, S.ar.l.	42
	GYROFLEX	Registered	722/297,343	82,9069	The Singer Company (NJ Corp)	KSIN Luxembourg III, S.ar.l.	9
	MEMO-MATIC	Registered	72/437,867	972,318	Singer N.V.	KSIN Luxembourg III, S.ar.l.	23
	PICTALL	Registered	75/009,172	2,692,772	Singer N.V.	KSIN Luxembourg III, S.ar.l.	9
	EST. 1914 C E and Design	Cancelled	72 161 012	760,617	Singer Sewing Company	KSIN Luxembourg III, S.ar.l.	23

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT -- REVISED MASTER TRADEMARK SCHEDULE WITH INTENDED OWNER

SINGER	Renewed	500779	The Singer Company Ltd.	7, 11 & 20
SINGER	Renewed	500780	The Singer Company Ltd.	9
SINGER	Renewed	500781	The Singer Company Ltd.	7, 8, 9, 11 & 20
SINGER	Renewed	500783	The Singer Company Ltd.	7 & 20
SINGER	Renewed	141603	The Singer Company Ltd.	23
SINGER	Renewed	612701	The Singer Company Ltd.	8
SINGER	Renewed	670489	The Singer Company Ltd.	4
SINGER	Renewed	775886	The Singer Company Ltd.	7
SINGER	Renewed	788469	The Singer Company Ltd.	8
SINGER	Renewed	788471	The Singer Company Ltd.	11
SINGER	Renewed	788472	The Singer Company Ltd.	12
SINGER	Renewed	788473	The Singer Company Ltd.	16
SINGER	Renewed	788474	The Singer Company Ltd.	20
SINGER	Renewed	788475	The Singer Company Ltd.	21
SINGER	Renewed	788476	The Singer Company Ltd.	26
SINGER	Renewed	788477	The Singer Company Ltd.	17
SINGER	Renewed	788470	The Singer Company Ltd.	9
SINGER	Renewed	2109563	The Singer Company Ltd.	7,9
SINGER	Renewed	2148086	The Singer Company Ltd.	11
SINGER	Renewed	871443	The Singer Company Ltd.	7
SINGER	Renewed	891309	The Singer Company Ltd.	9
SINGER	Renewed	1034195	The Singer Company Ltd.	20
SINGER	Registered	2109563	The Singer Company Ltd.	7 & 9
SINGER	Renewed	611536	The Singer Company Ltd.	27
SINGER HANDY CHEST	Renewed	1534374	The Singer Company Ltd.	26
SINGER HANDY STITCH	Renewed	1512039	The Singer Company Ltd.	7
SINGER MINI MENDER	Renewed	1512154	The Singer Company Ltd.	7
SINGER SEWING MACHINES	Renewed	791161	The Singer Company Ltd.	7
SINGER SEWING MACHINES	Renewed	791162	The Singer Company Ltd.	9
SINGER SEWING MACHINES	Renewed	630519	The Singer Company Ltd.	26
SINGER SEWING MACHINES	Renewed	582511	The Singer Company Ltd.	4
SINGER SEWING MACHINES	Renewed	141604	The Singer Company Ltd.	23
United States SINGER	Pending	78/235,645	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.
QUICK CUT BY SINGER	Pending	78/416,479	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.
SINGER	Pending	78/428,716	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT -- REVISED MASTER TRADEMARK SCHEDULE WITH INTENDED OWNER

SINGER	Pending	78/070,604		The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7, 9 & 21
SINGER	Pending	78/071,086		The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	16
SINGER	Renewed	71/431,537	382,638	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	26
SINGER	Renewed	71/013,927	50,195	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	23
SINGER	Renewed	71/013,929	53,987	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	4
SINGER	Renewed	71/013,928	54,023	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	26
SINGER	Renewed	71/027,683	64,950	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7
SINGER	Renewed	71/143,789	146,608	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	9
SINGER	Renewed	71/195,239	193,717	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	2
SINGER	Renewed	72/180,031	786,974	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	3, 4, 7, 9, 16, 20, 23, 26, 28,
SINGER	Renewed	75/871,812	2,396,045	The Singer Company N.V.	KSIN Luxembourg III, S.a.r.l.	11
SINGER	Renewed	71/013,923	49,599	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7
SINGER	Renewed	71/013,924	49,600	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7
SINGER	Renewed	71/013,925	49,601	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7
SINGER	Renewed	71/013,926	49,602	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	7
SINGER	Renewed	71/192,437	187,226	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	23
SINGER	Renewed	71/629,694	577,125	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	35, 37 & 40 - 42
SINGER	Renewed	71/640,015	583,337	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	1 - 4, 13, 15 21 - 23,25,26,32,34,35,37,38,40, 42 - 44 & 52
SINGER ACADEMY LOGO (S 1995 & Design)	Registered	74/690,796	2,074,927	The Singer Company N.V.	KSIN Luxembourg III, S.a.r.l.	41
SINGER AT HOME WORLDWIDE	Pending	78/329,869		The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	35
SINGER IMPRESSIONS	Registered	75/134,621	2,119,182	The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	9
SINGER MR NEEDLES	Pending	78/179,720		The Singer Company Ltd.	KSIN Luxembourg III, S.a.r.l.	26

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT - REVISED MASTER TRADEMARK SCHEDULE WITH INTENDED OWNER

	SINGER SEWING MACHINES	Renewed	71/473,547	424,852	The Singer Company Ltd.	KSIN Luxembourg III, S.ar.l.	7
	SINGER SPRING & Design	Registered	75/357,999	2,373,316	The Singer Company Ltd.	KSIN Luxembourg III, S.ar.l.	11
	SINGER TECHNOLOGIES AT HOME WORLDWIDE	Pending	78/329,872		The Singer Company Ltd.	KSIN Luxembourg III, S.ar.l.	35
	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Renewed	72/223,937	829,392	The Singer Company Ltd.	KSIN Luxembourg III, S.ar.l.	7, 9 & 20
	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Registered	72/223,937	878,553	The Singer Company Ltd.	KSIN Luxembourg III, S.ar.l.	9, 7, 16, 20, 24 & 26
Uruguay	SINGER	Registered		307429	The Singer Company Ltd.		IC 8
	SINGER	RNL Pend.		257395	The Singer Company Ltd.		4,5,10-12,14-17,19,23
	SINGER	RNL Pend.		257305	The Singer Company Ltd.		2-5,7-12,14-25
	SINGER	RNL Pend.		238602	The Singer Company Ltd.		15
	SINGER IMPRESSIONS & Design	Registered		288221	The Singer Company Ltd.		IC 7
	SINGER IMPRESSIONS THE FINISHING TOUCH & Design	Registered		285187	The Singer Company Ltd.		IC 35
	SINGER SPRING & Design	Registered		297941	The Singer Company Ltd.		IC 11
Uzbekistan	SINGER	Renewed		867	The Singer Company Ltd.		7, 9, 11,16,17
	SINGER	Renewed		864	The Singer Company Ltd.		4,6-9, 11,16,18,20-22,24,26-28
	SINGER	Renewed		862	The Singer Company Ltd.		7, 9, 11,16,20, 26
Venda	SINGER	Registered	1950/46	1950/46	The Singer Company Ltd.		10
	SINGER	Renewed		66/0851	The Singer Company Ltd.		6
	SINGER	Renewed		66/0852	The Singer Company Ltd.		7
	SINGER	Renewed		66/0853	The Singer Company Ltd.		8
	SINGER	Renewed		66/0854	The Singer Company Ltd.		9
	SINGER	Renewed		66/0855	The Singer Company Ltd.		11
	SINGER	Renewed		66/0856	The Singer Company Ltd.		16
	SINGER	Renewed		66/0857	The Singer Company Ltd.		20
	SINGER	Renewed		66/0859	The Singer Company Ltd.		26
	SINGER	Renewed		37/1510	The Singer Company Ltd.		20
Venezuela	SINGER	Registered	1201995	194834	The Singer Company Ltd.		7
	SINGER	Registered	612397	P213384	The Singer Company Ltd.		11
	SINGER	Registered	612497	213385	The Singer Company Ltd.		28
	SINGER	Renewed		12004	The Singer Company Ltd.		16
	SINGER	Renewed		17683	The Singer Company Ltd.		4