

11-03-2004

J.S. DEPARTMENT OF COMMERCE
U.S. States Patent and Trademark Office

Form D-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



RECC
TF

102874640...

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)/Execution Date(s):

KSIN LUXEMBOURG III, S.AR.L.

- Individual(s)
- General Partnership
- Corporation-State
- Other Company
- Association
- Limited Partnership

Citizenship (see guidelines) Luxembourg

Execution Date(s) September 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FORTRESS CREDIT CORP., as Agent

Internal Address: _____

Address: _____

Street Address: 125 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10028

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

See Annex A attached hereto

B. Trademark Registration No.(s)

See Annex A attached hereto

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: Otterbourg, Steindler, Houston

& Rosen, P.C.

Internal Address: _____

Attention: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10165

Phone Number: 212/661-9100

Fax Number: 212/682-6104

Email Address: pcappello@oshr.com

6. Total number of applications and registrations involved:

65

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,640.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Preston R. Cappello

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 (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2004 ECDOPER 00000327 78235645

01 FC:0521
02 FC:0522

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1600.00 OP

TRADEMARK
REEL: 003073 FRAME: 0029

**ANNEX A
TO TRADEMARK SECURITY AGREEMENT AND CONDITIONAL
ASSIGNMENT OF SECURITY**

TRADEMARKS REGISTERED TO THE SINGER COMPANY LIMITED

TRADEMARK	APPL. NO.	REG. NO.
SINGER	78/235,645	
QUICK CUT BY SINGER	78/416,479	
SINGER	78/428,716	
SINGER	78/070,604	
SINGER	78/071,086	
SINGER	71/431,537	382,638
SINGER	71/013,927	50,195
SINGER	71/013,929	53,987
SINGER	71/013,928	54,023
SINGER	71/027,683	64,950
SINGER	71/143,789	146,608
SINGER	71/195,239	193,717
SINGER	72/180,031	786,974
SINGER	71/013,923	49,599
SINGER	71/013,924	49,600
SINGER	71/013,925	49,601
SINGER	71/013,926	49,602
SINGER	71/192,437	187,226
SINGER	71/629,694	577,125
SINGER	71/640,015	583,337
SINGER AT HOME WORLDWIDE	78/329,869	
SINGER IMPRESSIONS	75/134,621	2,119,182
SINGER MR NEEDLES	78/179,720	
SINGER SEWING MACHINES	71/473,547	424,852
SINGER SPRING & Design	75/357,999	2,373,316
SINGER TECHNOLOGIES AT HOME WORLDWIDE	78/329,872	

WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	72/223,937	829,392
WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY		878,553
HIGH PERFORMANCE SUPERA & Design	76/465,085	
QUANTUM STYLIST (Stylized AND/OR w/Design)	78/173,442	
QUICK CUT	78/416,481	
SEW MATE	78/173,565	
SMART SCISSORS	76/510,694	
STYLIST	78/175,316	

TRADEMARKS REGISTERED TO THE SINGER COMPANY N.V. OR SINGER N.V.

TRADEMARK	APPL. NO.	REG. NO.
SINGER	75/871,812	2,396,045
SINGER ACADEMY LOGO (S 1995 & Design)	74/690,796	2,074,927
TINY TAILOR	74/644,733	1,953,259
TOUCH & SEW	72/199,631	787,498
STARLET	72/455,267	996,989
QUANTUMLOCK	74/295,131	1,759,487
FASHION MATE	72/298,630	867,136
FEATHERWEIGHT	71/620,280	572,572
FEATHERWEIGHT II	75/814,803	2,460,418
FUTURA (standard character format)	78/341,299	
HANDY STITCH	78/168,322	
HANDY STITCH	78/124,142	2,691,088
HATCHED RED "S"	71/102,540	118,709
MANOR HOUSE	73/077,034	1,053,945

MERRITT	72/213,484	815,655
MERRITT	75/100,411	2,207,729
OUTLINE "S" WITH WOMAN AT MACHINE	71/102,541	118,710
OUTLINE "S" WITH WOMAN AT MACHINE	72/180,032	787,684
PROFESSIONAL	72/460,386	990,815
PROFESSIONAL SEW-WARE	75/423,886	2366797
PSW	76/381,564	2,692,772
QUANTUM	78/070,606	2,527,687
MEMO-MATIC	72/437,867	972,318
PICTALL	75/009,172	2,692,772

TRADEMARKS REGISTERED TO SEMI-TECH (GLOBAL) CO. LTD.

CONSUMER EXPRESS	73/627,070	1449024
CONSUMERS	73/334,926	1430626
CONSUMERS	73/397,618	1455819
CONSUMERS CHOICE & Design	73/428,180	1317353
GYROFLEX	722/293,343	82,9069

TRADEMARKS REGISTERED TO THE SINGER SEWING COMPANY

TRADEMARK	REG. NO./ APPL. NO.
IZEK	2,656,566
EST. 1914 C E and Design	760,617

TRADEMARK SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT FOR SECURITY

WHEREAS, KSIN LUXEMBOURG III, S.AR.L., a company organized under the laws of the Grand Duchy of Luxembourg (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has granted a continuing security interest in, a lien upon, and a right of setoff against, and a conditional assignment of (which shall not be deemed to be a present or absolute assignment), to Fortress Credit Corp., in its capacity as agent (in such capacity, "Assignee") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto from time to time as lenders (collectively, "Lenders"), for the benefit of itself and the Lenders the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), as set forth in the Security Agreement, dated September 30, 2004, by and among Assignee, Assignor and certain of its affiliates (as the same may be amended, supplemented, restated or replaced, the "Security Agreement") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

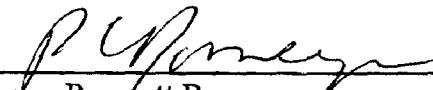
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants to Assignee for the benefit of itself and the Lenders, a continuing security interest in, a lien upon, and a right of setoff against, and a conditional assignment in (which shall not be deemed to be a present or absolute assignment) all of the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The term "Loan Agreement" as used herein means the Loan Agreement, dated of even date herewith, by and among Assignee, Lenders, Assignor and certain of its affiliates, as the same may be amended, supplemented, restated or replaced.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 30, 2004.

KSIN LUXEMBOURG III, S.AR.L.

By: 
Name: Prescott Romeyn
Title: Attorney in Fact

STATE OF New York

SS.:

COUNTY OF New York

On this 30 day of September 2004, before me personally came Prescott Roney, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Attorney in fact of KSIN LUXEMBOURG III, S.AR.L., a company organized under the laws of the Grand Duchy of Luxembourg, and that s/he executed the foregoing instrument in the firm name of KSIN Luxembourg III, S.àr.l., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



NICHOLAS BROWN
Notary Public, State of New York
No. 01BR6097509
Qualified in Richmond County
Commission Expires Aug. 18, 2007

SCHEDULE A

**TO TRADEMARK SECURITY AGREEMENT AND CONDITIONAL
ASSIGNMENT OF SECURITY**

TRADEMARKS REGISTERED TO THE SINGER COMPANY LIMITED

TRADEMARK	STATUS	APPL. NO.	REG. NO.	CLASS(ES)
SINGER	Pending	78/235,645		7 & 21
QUICK CUT BY SINGER	Pending	78/416,479		7
SINGER	Pending	78/428,716		24
SINGER	Pending	78/070,604		7, 9 & 21
SINGER	Pending	78/071,086		16
SINGER	Renewed	71/431,537	382,638	26
SINGER	Renewed	71/013,927	50,195	23
SINGER	Renewed	71/013,929	53,987	4
SINGER	Renewed	71/013,928	54,023	26
SINGER	Renewed	71/027,683	64,950	7
SINGER	Renewed	71/143,789	146,608	9
SINGER	Renewed	71/195,239	193,717	2
SINGER	Renewed	72/180,031	786,974	3, 4, 7, 9, 16, 20, 23, 26, 28,
SINGER	Renewed	71/013,923	49,599	7
SINGER	Renewed	71/013,924	49,600	7
SINGER	Renewed	71/013,925	49,601	7
SINGER	Renewed	71/013,926	49,602	7
SINGER	Renewed	71/192,437	187,226	23
SINGER	Renewed	71/629,694	577,125	35, 37 & 40 - 42
SINGER	Renewed	71/640,015	583,337	1 - 4, 13, 15 21 - 23,25,26,32,34,35,37,38,40, 42 - 44 & 52
SINGER AT HOME WORLDWIDE	Pending	78/329,869		35
SINGER IMPRESSIONS	Registered	75/134,621	2,119,182	9
SINGER MR NEEDLES	Pending	78/179,720		26
SINGER SEWING MACHINES	Renewed	71/473,547	424,852	7
SINGER SPRING & Design	Registered	75/357,999	2,373,316	11

SINGER TECHNOLOGIES AT HOME WORLDWIDE	Pending	78/329,872		35
WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Renewed	72/223,937	829,392	7, 9 & 20
WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Registered		878,553	9, 7, 16, 20, 24 & 26
HIGH PERFORMANCE SUPERA & Design	Pending	76/465,085		26
QUANTUM STYLIST (Stylized AND/OR w/Design)	Pending	78/173,442		7
QUICK CUT	Pending	78/416,481		7
SEW MATE	Pending	78/173,565		7
SMART SCISSORS	Pending	76/510,694		7
STYLIST	Pending	78/175,316		7

TRADEMARKS REGISTERED TO THE SINGER COMPANY N.V. OR SINGER N.V.

TRADEMARK	STATUS	APPL. NO.	REG. NO.	CLASS(ES)
SINGER	Renewed	75/871,812	2,396,045	11
SINGER ACADEMY LOGO (S 1995 & Design)	Registered	74/690,796	2,074,927	41
TINY TAILOR	Renewed	74/644,733	1,953,259	7
TOUCH & SEW	Renewed	72/199,631	787,498	7
STARLET	Renewed	72/455,267	996,989	7

QUANTUMLOCK	Renewed	74/295,131	1,759,487	7
FASHION MATE	Renewed	72/298,630	867,136	7
FEATHERWEIGHT	Renewed	71/620,280	572,572	7
FEATHERWEIGHT II	Renewed	75/814,803	2,460,418	7
FUTURA (standard character format)	Pending	78/341,299		7
HANDY STITCH	Pending	78/168,322		9
HANDY STITCH	Registered	78/124,142	2,691,088	9
HATCHED RED "S"	Renewed	71/102,540	118,709	7
MANOR HOUSE	Renewed	73/077,034	1,053,945	42
MERRITT	Renewed	72/213,484	815,655	7
MERRITT	Registered	75/100,411	2,207,729	7
OUTLINE "S" WITH WOMAN AT MACHINE	Renewed	71/102,541	118,710	7
OUTLINE "S" WITH WOMAN AT MACHINE	Renewed	72/180,032	787,684	2,4,13,15,19,21 - 23,25,26,29,35,38,40,42,43,50 & 52
PROFESSIONAL	Renewed	72/460,386	990,815	23
PROFESSIONAL SEW-WARE	Renewed	75/423,886	2366797	9
PSW	Registered	76/381,564	2,692,772	9
QUANTUM	Registered	78/070,606	2,527,687	7
MEMO-MATIC	Registered	72/437,867	972,318	23
PICTALL	Registered	75/009,172	2,692,772	9

TRADEMARKS REGISTERED TO SEMI-TECH (GLOBAL) CO. LTD.

CONSUMER EXPRESS	Renewed	73/627,070	1449024	42
CONSUMERS	Renewed	73/334,926	1430626	42
CONSUMERS	Renewed	73/397,618	1455819	42
CONSUMERS CHOICE & Design	Renewed	73/428,180	1317353	42
GYROFLEX	Registered	722/293,343	82,9069	9

TRADEMARKS REGISTERED TO THE SINGER SEWING COMPANY

TRADEMARK	STATUS	REG. NO./ APPL. NO.	CLASS(ES)
IZEK	Registered	2,656,566	7

EST. 1914 C E and Design	Cancelled	760,617	23
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