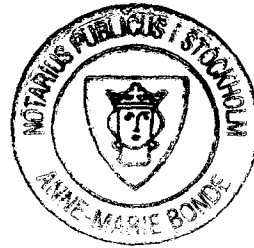


SCHEDULE A

Country	Trademark	Registration No.	Trademark Application if not registered	Owner
USA	DRESSMASTER	375785		VSM Group AB
USA	PFAFF	648906		Viking Sewing Machines AB
USA	HOUSEKEEPER DELUXE	694197		VSM Group AB
USA	HILTON	771432		VSM Group AB
USA	PFAFF OVAL	790544		VSM Group AB
USA	PFAFF OVAL	809221		VSM Group AB
USA	PFAFF OVAL	812036		Viking Sewing Machines AB
USA	VIKING	1013813		VSM Group AB
USA	PFAFF FIG	1040011		VSM Group AB
USA	TIPTRONIC	1157012		VSM Group AB
USA	SELECTRONIC	1158818		VSM Group AB
USA	TIPMATIC	1175820		Viking Sewing Machines AB
USA	HOBBY	1178863		VSM Group AB
USA	VIKING KNOW HOW SEWING CENTER (LOG)	1194115		VSM Group AB
USA	JEANS MACHINE	1393792		VSM Group AB
USA	HUSKYLOCK	1416432		Viking Sewing Machines AB
USA	SEWING ADVISOR	1424651		VSM Group AB
USA	PFAFF CREATIVE	1425491		VSM Group AB
USA	HOBBYLOCK	1480459		Viking Sewing Machines AB
USA	SPEEDYLOCK	1685076		VSM Group AB
USA	QUILTER'S FRIEND	1695204		Viking Sewing Machines AB
USA	SUPERLOCK	1725067		Viking Sewing Machines AB
USA	KEEP AMERICA SEWING	1953379		VSM Group AB
USA	KEEP AMERICA SEWING	1989710		VSM Group AB
USA	#1+ (STYLIZED)	1992808		VSM Group AB
USA	AMERICA SEWS	2045069		VSM Group AB
USA	AMERICA SEWS WITH SUE HAUSMANN	2053411		VSM Group AB
USA	ZIG-ZAG	2080008		Viking Sewing Machines AB
USA	ZIG-ZAG	2080008		Viking Sewing Machines AB
USA	ROSE	2117873		VSM Group AB
USA	QUILT & CRAFT PRO	2443012		VSM Group AB
USA	COVERLOCK	2455707		VSM Group AB
USA	VIKING	2580578		Viking Sewing Machines AB
USA	QUICKSTITCH	2618171		VSM Group AB
USA	DESIGNER	2642531		VSM Group AB
USA	VIKING	2737000		Viking Sewing Machines AB
USA	KEEP AMERICA SEWING	2746835		VSM Group AB
USA	CREATIVE SUITE	2847233		VSM Group AB
USA	CREATIVE STITCH ARTIST	2847234		VSM Group AB
USA	PLATINUM	2980382		VSM Group AB



Country	Trademark	Registration No.	Trademark Application if not registered	Owner
USA	SEW YOUNG, SEW FUN	2990833		VSM Group AB
USA	IDT	2995023		VSM Group AB
USA	E! Light		78/449,710	VSM Group AB
USA	Embroidery Adivsor		78/449,842	VSM Group AB
USA	CACTUS PUNCH		78/565328	VSM Group AB
USA	SMART BY PFAFF FIGURMARKE		78/722624	VSM Group AB



TRADEMARK SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT FOR SECURITY

WHEREAS, VSM GROUP AB, a company organized under the laws of Sweden (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 February __, 2006, 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 February 13, 2006.

VSM GROUP AB

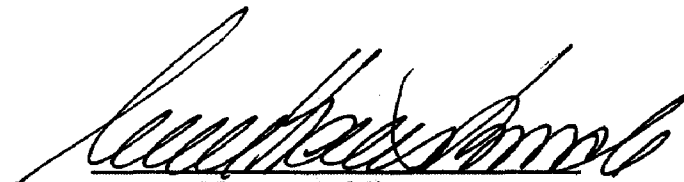
By: _____

Title: _____



STATE OF SWEDEN)
CITY) ss.:
COUNTY OF STOCKHOLM)

On this 13th day of February 2006, before me personally came GUNNAR VIDEN, 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 auth. signatory of VSM GROUP AB, a company organized under the laws of Sweden, and that s/he executed the foregoing instrument in the firm name of VSM Group AB, 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.



Notary Public
Anne-Marie Bonde

