

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSIN LUXEMBOURG 11, S.A.R.L.		07/24/2009	COMPANY: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Institution: SWISS BANKING INSTITUTION		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0648906	PFAFF	
Registration Number:	1013813	VIKING	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE, Suite 2400		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		

TRADEMARK

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	07/27/2009
Total Attachments: 5 source=Singer trademark security agreement#page1.tif source=Singer trademark security agreement#page2.tif source=Singer trademark security agreement#page3.tif source=Singer trademark security agreement#page4.tif source=Singer trademark security agreement#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM148970
Receipt Date:	07/27/2009
Fee Amount:	\$65

TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

TRADEMARK ASSIGNMENT

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City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Institution:		
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NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		
Date:	07/27/2009		

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TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

Total Attachments: 5

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TRADEMARK

TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

Trademark Security Agreement

This Trademark Security Agreement, is made this 24th of July, 2009 (this "Agreement"), by and between KSIN LUXEMBOURG II, S.A.R.L. (the "Pledgor") and UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to (i) that certain Security Agreement, dated as of August 24, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent entered into in connection with that certain Credit Agreement, dated as of August 24, 2006, by and among Singer Sewing Company, a Delaware corporation, SYP Worldwide, LLC, a Delaware limited liability company, KSIN Bermuda II Limited, a company organized under the laws of the Island of Bermuda, Singer Sourcing Ltd., a company organized under the laws of the Island of Bermuda, VSM Sewing Inc., an Ohio corporation, VSM Canada Inc., an Ontario corporation, VSM Sourcing Limited, a company organized under the laws of the Island of Bermuda, and VSM Group AB, a company organized under the laws of Sweden, as Borrowers, and the Guarantors (as defined in the Credit Agreement) party thereto, as Guarantors, the Collateral Agent, the other agents party thereto and the other financial institutions party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Second Amendment to Credit Agreement, dated as of March 13, 2009 (the "Second Amendment"); and

WHEREAS pursuant to the Second Amendment, the Pledgors are required to execute and deliver this Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right title and interest in, to and under the following Pledged Collateral of the Pledgor:

- (a) registered Trademarks, and applications therefore, of the Pledgor listed on Schedule I attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks; and

TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

(d) all Proceeds of any and all of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

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TRADEMARK

TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

PLEDGORS:

KSIN LUXEMBOURG II, S.A.R.L.

By: Beverly Sharp
Name: Beverly Sharp
Title: Authorized Signatory

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK

TO: CAROL FRASER, CORPORATE PARALEGAL COMPANY: 600 PEACHTREE STREET, NE, SUITE

IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.


PLEDGORS:

KSIN LUXEMBOURG II, S.A.R.L.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lauren Clancy
Title: Executive Director

By: 
Name: Marie Haddad
Title: Associate Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK

TO: CAROL FRASER, CORPORATE PARALEGAL, COMPANY: 600 PEACHTREE STREET, NE, SUITE

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations:

Owner	Registration Number	Trademark
KSIN Luxembourg II, S.à r.l.	R648,906	PFAFF
KSIN Luxembourg II, S.à r.l.	R1,013,813	VIKING

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