

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 II, S.ar.l.		06/27/2012	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
Internal Address:	Attn: Singer Sewing Company Account Officer		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0648906	PFAFF	
Registration Number:	1013813	VIKING	
CORRESPONDENCE DATA			
Fax Number:	6466194280		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127867503		
Email:	robert.doerfler@svpworldwide.com		
Correspondent Name:	Robert Doerfler		
Address Line 1:	One Penn Plaza, 36th Floor		
Address Line 4:	New York, NEW YORK 10119		
NAME OF SUBMITTER:	Robert Doerfler		
Signature:	/robertdoerfler/		
Date:	07/03/2012		

OP \$65.00 0648906

900227450

TRADEMARK
REEL: 004814 FRAME: 0780

Total Attachments: 5

source=2012.06.27.REFI.KSIN LUX II.Security Interest.US#page1.tif

source=2012.06.27.REFI.KSIN LUX II.Security Interest.US#page2.tif

source=2012.06.27.REFI.KSIN LUX II.Security Interest.US#page3.tif

source=2012.06.27.REFI.KSIN LUX II.Security Interest.US#page4.tif

source=2012.06.27.REFI.KSIN LUX II.Security Interest.US#page5.tif

Trademark Security Agreement

This **Trademark Security Agreement**, is made this 27th of June, 2012 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Capital Corporation in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Global Guaranty and Pledge Agreement, dated as of June 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), in favor of the Agent entered into in connection with that certain Credit Agreement, dated as of June 27, 2012, among Singer Sewing Company, as a Borrower and as the Borrower Representative, the other Borrowers party thereto, the Credit Parties party thereto, General Electric Capital Corporation, as Administrative Agent and Revolver Agent, L/C Issuer and as a Lender, and the additional Lenders from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Pledge Agreement, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the 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 such Pledgor:

- (a) registered Trademarks, and applications therefore, of such Pledgor listed on Schedule 1 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing.

Section 3. Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge 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 Pledge Agreement, the provisions of the Pledge Agreement shall control.

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

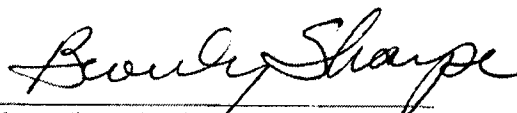
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but 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.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

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

KSIN LUXEMBOURG II, S.À R.L.

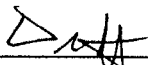
By: 
Name: Beverly Sharpe
Title: Authorized Signatory

Signature page to Singer Trademark Security Agreement (U.S.)

TRADEMARK
REEL: 004814 FRAME: 0784

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Dean Jeffe
Title: Duly Authorized Signatory

Signature page to Singer Trademark Security Agreement (U.S.)

TRADEMARK
REEL: 004814 FRAME: 0785

Schedule 1

Territory: United States
Registrant: KSIN LUXEMBOURG II, S.À R.L.

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date	SVP Ref.
PFAFF	72/021,718	12/27/1956	648,906	7/23/1957	7/23/2017	TM1964US00
VIKING	72/444,808	12/29/1972	1,013,813	6/17/1975	6/17/2015	TM2003US07