

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
Spinrite Limited Partnership		10/22/2012	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as Agent
Street Address:	500 West Monroe St
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3152832	ALLURE
Registration Number:	3074891	BABY BOUCLE
Registration Number:	3116094	BABY COORDINATES
Registration Number:	3515251	BERELLA 4
Registration Number:	1034354	BERELLA 4
Registration Number:	3147844	BERNAT
Registration Number:	0765926	BERNAT
Registration Number:	3114733	BLISS
Registration Number:	1102799	CARON
Registration Number:	1140835	CARON
Registration Number:	3088138	CARON CLASSICS
Registration Number:	3070323	CHA CHA
Registration Number:	3124127	CHARMING
Registration Number:	3119239	DIVINE

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TRADEMARK

Registration Number:	2977884	EMBELLISH-KNIT!
Registration Number:	3092343	FRENZY
Registration Number:	3070324	GALAXY
Registration Number:	3070322	GRACE
Registration Number:	2163053	HANDICRAFTER
Registration Number:	0764725	HANDICRAFTER
Registration Number:	1344714	HEIRLOOMS
Registration Number:	3167823	LILY
Registration Number:	3011270	MERIT
Registration Number:	1846241	NICE 'N SOFT
Registration Number:	2028410	PEACHES & CREME
Registration Number:	1732105	PERFECT MATCH
Registration Number:	0843753	PHENTEX
Registration Number:	0843754	PHENTEX
Registration Number:	3121297	PIAZZ
Registration Number:	3033265	SATIN
Registration Number:	1591524	SIMPLY SOFT
Registration Number:	2313661	SIMPLY SOFT
Registration Number:	3074892	SOFT BOUCLE
Registration Number:	1685366	SPINDLECRAFT
Registration Number:	3264823	SUGAR 'N CREAM
Registration Number:	2591093	ULTIMATE SWEATER MACHINE
Registration Number:	1806759	ULTRA-SOFT
Registration Number:	993116	WONDER ART

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-543
NAME OF SUBMITTER:	Kristin Brozovic

/Kristin Brozovic/

Date:

10/24/2012

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2012, is made by Spinrite Limited Partnership (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 22, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Canada, for itself as a Lender and as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement dated as of October 22, 2012 in favour of the Agent (the "Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of itself and the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

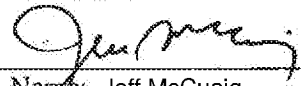
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SPINRITE LIMITED PARTNERSHIP,
by its general partner
SPINRITE GP INC.
as Grantor

By: _____


Name: Jeff McCuaig

Title: Secretary and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the 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.

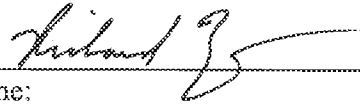
Very truly yours,

SPINRITE LIMITED PARTNERSHIP,
by its general partner
SPINRITE GP INC.
as Grantor

By: _____
Name:
Title:


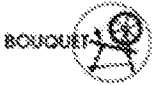
ACCEPTED AND AGREED
as of the date first above written:





GE CANADA FINANCE HOLDING COMPANY
as Agent



By:  _____
Name:
Title: _____
RICHARD ZENI
DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	TRADEMARK	Record Owner	App. No	App. Date	Reg. No.	Reg. Date
Canada	ALLURE	Spinrite Limited Partnership	1220832	2004-06-17	TMA638849	2005-05-02
Canada	ARCTIC	Spinrite Limited Partnership	0516997	1984-02-17	TMA297602	1984-11-30
Canada	BABY BOUCLE	Spinrite Limited Partnership	1220828	2004-06-17	TMA662265	2006-04-06
Canada	BABY COORDINATES	Spinrite Limited Partnership	1220837	2004-06-17	TMA662270	2006-04-06
Canada	BABY SOFT	Spinrite Limited Partnership	1168866	2003-02-21	TMA638588	2005-04-28
Canada	BE MINE	Spinrite Limited Partnership	1241609	2004-12-22	TMA703948	2008-01-03
Canada	BERELLA	Spinrite Limited Partnership	0360973	1973-02-01	TMA194212	1973-09-21
Canada	BERNAT	Spinrite Limited Partnership	0813679	1996-05-29	TMA502212	1998-10-14
Canada	BERNAT BLING BLING	Spinrite Limited Partnership	1237516	2004-11-17	TMA651021	2005-10-20
Canada	 BISON BLANC: DESIGN	Spinrite Limited Partnership	0535293	1985-01-24	TMA311984	1986-03-07
Canada	BOND	Spinrite Limited Partnership	552,308	1985-11-12	TMA332377	1987-09-25
Canada	 BOUQUET & DESIGN	Spinrite Limited Partnership	0321582	1969-04-16	TMA166619	1969-11-28
Canada	CARON ONE POUND	Spinrite Limited Partnership	1,587,291	2012-07-24	pending	
Canada	CHA CHA	Spinrite Limited Partnership	1220822	2004-06-17	TMA639009	2005-05-03
Canada	CI CI	Spinrite Limited Partnership	1243813	2005-01-17	TMA651042	2005-10-21
Canada	DIVINE	Spinrite Limited Partnership	1220831	2004-06-17	TMA638612	2005-04-28
Canada	DYNASTY	Spinrite Limited Partnership	0683737	1991-06-07	TMA410057	1993-03-26

Country	TRADEMARK	Record Owner	App. No	App. Date	Reg. No.	Reg. Date
Canada	 EAGLE DESIGN	Spinrite Limited Partnership	0672472	1990-12-13	TMA401977	1992-08-28
Canada	FRENZY	Spinrite Limited Partnership	1221748	2004-06-21	TMA638691	2005-04-29
Canada	GLITTALLIC	Spinrite Limited Partnership	1257839	2005-05-16	TMA661951	2006-03-31
Canada	GLOUCESTER	Spinrite Limited Partnership	0586924	1987-06-29	TMA344065	1988-08-26
Canada	HANDICRAFTER	Spinrite Limited Partnership	0757990	1994-06-23	TMA460095	1996-07-12
Canada	HANDICRAFTER	Spinrite Limited Partnership	0279273	1963-12-05	TMA139235	1965-02-19
Canada	IRISH MIST	Spinrite Limited Partnership	0471700	1981-06-23	TMA270719	1982-07-02
Canada	JEWEL BOX	Spinrite Limited Partnership	1,222,554	2004-07-05	TMA639373	2005-05-09
Canada	KOUNTRY KABLED KOTTON	Spinrite Limited Partnership	0808652	1996-04-01	TMA472951	1997-03-18
Canada	LACETTE	Spinrite Limited Partnership	1257840	2005-05-16	TMA661960	2006-03-31
Canada	LILY	Spinrite Limited Partnership	1304548	2006-06-07	TMA728728	2008-11-18
Canada	 LILY & DESIGN	Spinrite Limited Partnership	1304549	2006-06-07	TMA729398	2008-11-25
Canada	MERIT	Spinrite Limited Partnership	1220834	2004-06-17	TMA638839	2005-05-02
Canada	NAKINA	Spinrite Limited Partnership	0515414	1984-01-19	TMA296423	1984-10-26
Canada	NICE 'N SOFT	Spinrite Limited Partnership	0656738	1990-05-07	TMA397286	1992-04-17
Canada	PHENTEX	Spinrite Limited Partnership	0672473	1990-12-13	TMA392903	1992-01-17
Canada	 PHENTEX & DESSIN	Spinrite Limited Partnership	0305312	1967-05-30	TMA155071	1968-01-12
Canada	 PHENTEX	Spinrite Limited Partnership	0672474	1990-12-13	TMA404846	1992-11-13

Country	TRADEMARK	Record Owner	App. No	App. Date	Reg. No.	Reg. Date
	DESIGN					
Canada	POLAR	Spinrite Limited Partnership	0249194	1959-01-28	TMA114759	1959-07-17
Canada	POOCH	Spinrite Limited Partnership	1241615	2004-2-22	pending	
Canada	SHEEP(ISH)	Spinrite Limited Partnership	1,516,409	2011-02-23	TMA824251	2012-05-16
Canada	SIMPLY SOFT	Spinrite Limited Partnership	1,516,451	2011-02-23	pending	
Canada	SILVERLASH	Spinrite Limited Partnership	1257838	2005-05-16	TMA661949	2006-03-31
Canada	SOFTEE	Spinrite Limited Partnership	0615783	1988-09-23	TMA358616	1989-07-21
Canada	SOFTEE BABY	Spinrite Limited Partnership	1220823	2004-06-17	TMA662044	2006-04-03
Canada	SOLO	Spinrite Limited Partnership	1221749	2004-06-21	TMA639242	2005-05-05
Canada	SPINDLECRAFT	Spinrite Limited Partnership	0307265	1967-08-25	TMA157072	1968-05-31
Canada	SPINNING WHEEL	Spinrite Limited Partnership	0304688	1967-05-06	TMA155310	1968-01-26
Canada	 SPINNING WHEEL YARNS & DESIGN	Spinrite Limited Partnership	0304687	1967-05-06	TMA155320	1968-01-26
Canada	SPINRITE	Spinrite Limited Partnership	1267417	2005-08-05	TMA672788	2006-09-18
Canada	STITCH.ROCK.LOVE	Spinrite Limited Partnership	1,516,411	2011-02-23	TMA824253	2012-05-16
Canada	SUGAR 'N CREAM	Spinrite Limited Partnership	0808651	1996-04-01	TMA481382	1997-08-22
Canada	THE YARN MILL	Spinrite Limited Partnership	0318513	1968-12-20	TMA170859	1970-08-28
Canada	WHITE BUFFALO	Spinrite Limited Partnership	1207686	2004-02-26	TMA628730	2004-12-20
Canada	WHITE BUFFALO	Spinrite Limited Partnership	0313976	1968-06-13	TMA161267	1969-02-14
Canada	 WHITE BUFFALO & DESIGN	Spinrite Limited Partnership	0524685	1984-07-03	TMA307461	1985-10-18

Country	TRADEMARK	Record Owner	App. No	App. Date	Reg. No.	Reg. Date
Canada	 WHITE BUFFALO & DESIGN	Spinrite Limited Partnership	0524684	1984-07-03	TMA304624	1985-07-12
Canada	 WHITE BUFFALO DESIGN	Spinrite Limited Partnership	1209490	2004-03-12	TMA637982	2005-04-21
Canada	WONDERART	Spinrite Limited Partnership	1,516,453	2011-02-23	TMA824255	2012-05-16
United States	ALLURE	Spinrite Limited Partnership	78478556	2004-09-03	3152832	2006-10-10
United States	BABY BOUCLE	Spinrite Limited Partnership	78478627	2004-09-03	3074891	2006-03-28
United States	BABY COORDINATES	Spinrite Limited Partnership	78478586	2004-09-03	3116094	2006-07-18
United States	BERELLA 4	Spinrite Limited Partnership	77340991	2007-11-30	3515251	2008-10-14
United States	BERELLA 4 AND DESIGN 	Spinrite Limited Partnership	73052026	1975-05-12	1034354	1976-02-24
United States	BERNAT	Spinrite Limited Partnership	78599014	2005-03-31	3147844	2006-09-26
United States	BERNAT	Spinrite Limited Partnership	72161865	1963-02-01	0765926	1964-03-03
United States	BLISS	Spinrite Limited Partnership	766181143	2004-10-21	3114733	2006-07-11
United States	CARON	Spinrite Limited Partnership	73154248	1978-01-05	1102799	1978-09-19
United States	CARON	Spinrite Limited Partnership	73212666	1979-04-23	1140835	1980-10-28
United States	CARON CLASSICS	Spinrite Limited Partnership	76608501	2004-08-25	3088138	2006-05-02
United States	CHA CHA	Spinrite Limited Partnership	78478570	2004-09-03	3070323	2006-03-21
United States	CHARMING	Spinrite Limited Partnership	76618141	2004-10-21	3124127	2006-08-01
United States	DIVINE	Spinrite Limited Partnership	78478582	2004-09-03	3119239	2006-07-25
United States	EMBELLISH- KNIT!	Spinrite Limited Partnership	76562314	2003-11-28	2977884	2005-07-26

Country	TRADEMARK	Record Owner	App. No	App. Date	Reg. No.	Reg. Date
United States	FRENZY	Spinrite Limited Partnership	78478651	2004-09-03	3092343	2006-05-16
United States	GALAXY	Spinrite Limited Partnership	78478642	2004-09-03	3070324	2006-03-21
United States	GRACE	Spinrite Limited Partnership	78478566	2004-09-03	3070322	2006-03-21
United States	HANDICRAFTER	Spinrite Limited Partnership	74689923	1995-06-16	2163053	1998-06-09
United States	HANDICRAFTER	Spinrite Limited Partnership	72162247	1963-02-07	0764725	1964-02-11
United States	HEIRLOOMS	Spinrite Limited Partnership	73506034	1984-10-29	1344714	1985-06-25
United States	LILY	Spinrite Limited Partnership	78660089	2005-06-28	3167823	2006-11-07
United States	MERIT	Spinrite Limited Partnership	78478549	2004-09-03	3011270	2005-11-01
United States	NICE 'N SOFT	Spinrite Limited Partnership	74129396	1991-01-10	1846241	1994-07-19
United States	PEACHES & CREMES	Spinrite Limited Partnership	74718253	1995-08-21	2028410	1997-01-07
United States	PERFECT MATCH	Spinrite Limited Partnership	74130183	1991-01-14	1732105	1992-11-10
United States	PHENTEX	Spinrite Limited Partnership	72267689	1967-03-27	0843753	1968-02-06
United States	PHENTEX DESIGN 	Spinrite Limited Partnership	72267690	1967-03-27	0843754	1968-02-06
United States	PIZAZZ	Spinrite Limited Partnership	766181139	2004-10-21	3121297	2006-07-25
United States	SATIN	Spinrite Limited Partnership	78478613	2004-09-03	3033265	2005-12-20
United States	SIMPLY SOFT	Spinrite Limited Partnership	73788374	1998-03-22	1591524	1990-04-10
United States	SIMPLY SOFT	Spinrite Limited Partnership	75557407	1998-09-21	2313661	2000-02-01
United States	SOFT BOUCLE	Spinrite Limited Partnership	78478632	2004-09-03	3074892	2006-03-28
United States	SPINDLECRAFT	Spinrite Limited Partnership	74103170	1990-10-04	1685366	1992-05-05
United States	SUGAR 'N CREAM	Spinrite Limited Partnership	78960604	2006-08-25	3264823	2007-07-17
United States	ULTIMATE SWEATER MACHINE	Spinrite Limited Partnership	76208088	2001-02-12	2591093	2002-07-09
United States	ULTRA-SOFT	Spinrite Limited Partnership	74106779	1990-10-17	1806759	1993-11-23
United States	WONDER ART	Spinrite Limited Partnership	72434110	1972-08-29	993116	1974-09-10