

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSIN LUXEMBOURG II,S.A.R.L.		06/27/2017	société à responsabilité limitée: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	3923950	5D	
Registration Number:	4516215	6D	
Registration Number:	4255275	CACTUS PUNCH	
Registration Number:	2455707	COVERLOCK	
Registration Number:	3480289	CREATIVE	
Registration Number:	2642531	DESIGNER	
Registration Number:	4489335	DESIGNER DIAMOND ROYALE	
Registration Number:	3857270	DESIGNER RUBY	
Registration Number:	4693113	DESIGNER RUBY ROYALE	
Registration Number:	1178863	HOBBY	
Registration Number:	1480459	HOBBYLOCK	
Registration Number:	1416432	HUSKYLOCK	
Registration Number:	2995023	IDT	
Registration Number:	4748254	INSPIRA	
Registration Number:	5023346	JADE	
Registration Number:	3503980	KEEPING THE WORLD SEWING	
Serial Number:	86715425	MADE FOR SEWERS. BY SEWERS	
Registration Number:	3406351	MY EMBROIDERIES	
Registration Number:	4078432	OPAL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4515021	OPAL
Registration Number:	4889841	PERFECTION STARTS HERE.
Registration Number:	3508368	VITAMINS ON DEMAND
Registration Number:	0648906	PFAFF
Registration Number:	4863516	PFAFF PERFECTION STARTS HERE.
Registration Number:	2908382	KANEBO
Registration Number:	4515146	POWERQUILTER
Registration Number:	3871711	QUILT ARTIST
Registration Number:	3881491	QUILTSEWCLEVER
Registration Number:	4150775	SEW SAVVY SAVINGS
Registration Number:	1424651	SEWING ADVISOR
Registration Number:	4191847	TRIBUTE
Registration Number:	4534042	TRUE
Registration Number:	4491832	
Registration Number:	4530093	TRUEMBROIDERY
Registration Number:	4366871	VANTAGE
Registration Number:	4443322	VANTAGE
Registration Number:	1013813	VIKING
Registration Number:	2580578	VIKING
Registration Number:	2737000	VIKING

CORRESPONDENCE DATA

Fax Number: 2162410816

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (216)622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee Halter & Griswold LLP

Address Line 1: 1405 E. 6th Street

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Mark W McDougall

SIGNATURE: /Mark W McDougall/

DATE SIGNED: 07/07/2017

Total Attachments: 11

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Trademark and Patent Security Agreement

This **Trademark and Patent Security Agreement**, is made this 27th of June, 2017 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Company (as successor in interest by merger to General Electric Capital Corporation) in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

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 favour 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 and Patent 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 Pledger:

- (a) registered Trademarks and Patents, and applications therefore, of such Pledger listed on Schedule 1 and 2 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks and Patents; 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 and Patents 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 Pledgers an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, and lien and security interest in the Trademarks and Patents 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 and Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KSIN LUXEMBOURG II, S.A.R.L

By: 
Name: Tanja Mannheim
Title: Authorized Signatory

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric
Capital Corporation)

as Agent

By: 

Name: Karen Austin

Title: Authorized Signatory

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
5D	U.S.	77/859,050	3,923,950	22 Feb 2011	Registered
6D	U.S.	85/903,521	4,516,215	15 Apr 2014	Registered
ACTIVSTITCH	U.S.	79/096,903	4,058,312	22 Nov 2011	Registered
AMBITION	U.S.	79/094,673	4,017,954	30 Aug 2011	Registered
AMBITION ESSENTIAL	U.S.	79/111,128	4,184,898	7 Aug 2012	Registered
CACTUS PUNCH	U.S.	85/530,937	4,255,275	4 Dec 2012	Registered
COVERLOCK	U.S.	75/438,555	2,455,707	29 May 2001	Registered
CREATIVE	U.S.	77/364,335	3,480,289	5 Aug 2008	Registered
CREATIVE ICON	U.S.	70/095,378	4,024,745	13 Sep 2011	Registered
CREATIVE PERFORMANCE	U.S.	79/111,116	4,296,848	5 Mar 2013	Registered
CREATIVE SENSATION	U.S.	79/095,378	4,024,745	13 Sep 2011	Registered
DESIGNER	U.S.	76/324,506	2,642,531	29 Oct 2002	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
DESIGNER DIAMOND	U.S.	79/054,440	3,576,506	17 Feb 2009	Registered
DESIGNER DIAMOND ROYALE	U.S.	85/761,113	4,489,335	25 Feb 2014	Registered
DESIGNER EPIC	U.S.	79/163,425	4,876,462	29 Dec 2015	Registered
DESIGNER RUBY	U.S.	77/378,217	3,857,270	5 Oct 2010	Registered
DESIGNER RUBY ROYALE	U.S.	86/056,934	4,693,113	24 Feb 2015	Registered
DESIGNER TOPAZ	U.S.	79/053,998	3,595,108	24 Mar 2009	Registered
DFS DUAL FEED SYSTEM & DESIGN	U.S.	79/095,542	4,040,434	18 Oct 2011	Registered
EDEN ROSE	U.S.	79/116,917	4,303,409	19 Mar 2013	Registered
ELEMENT	U.S.	79/079,154	3,828,580	3 Aug 2010	Registered
EMERALD	U.S.	79/044,367	3,480,976	5 Aug 2008	Registered
EXPRESSION	U.S.	79/037,730	3,395,153	11 Mar 2008	Registered
HOBBY	U.S.	73/295,797	1,178,863	24 Nov 1981	Registered
HOBBYLOCK	U.S.	73/618,083	1,480,459	15 Mar 1988	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
HUSKYLOCK	U.S.	73/592,348	1,416,432	11 Nov 1986	Registered
IDT	U.S.	78/451,040	2,995,023	13 Sep 2005	Registered
INSPIRA	U.S.	85/528,583	4,748,254	2 Jun 2015	Registered
JADE	U.S.	86/524,268	5,023,346	16 Aug 2016	Registered
JOYOS ADVISOR	U.S.	79/158,090	4,815,372	22 Sep 2015	Registered
KEEPING THE WORLD SEWING & DESIGN	U.S.	77/275,891	3,503,980	23 Sep 2008	Registered
MADE FOR SEWERS, BY SEWERS	U.S.	86/715,425			Pending
MY EMBROIDERIES AND DESIGN	U.S.	77/158,260	3,406,351	1 Apr 2008	Registered
MYSEWNET	U.S.	79/173,581	4,929,882	5 Apr 2016	Registered
OPAL	U.S.	77/401,223	4,078,432	3 Jan 2012	Registered
OPAL	U.S.	85/386,263	4,515,021	15 Apr 2014	Registered
PERFECTION STARTS HERE.	U.S.	85/813,428	4,889,841	19 Jan 2016	Registered
PERFORMANCE	U.S.	79/044,368	3,508,368	30 Sep 2008	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
PFAFF	U.S.	72/021,718	648,906	23 Jul 1957	Registered
PFAFF PERFECTION STARTS HERE LOGO (ENGLISH)	U.S.	85/813,439	4,863,516	1 Dec 2015	Registered
PLATINUM	U.S.	76/429,969	2,908,382	2 Aug 2005	Registered
POWERQUILTER	U.S.	85/537,122	4,515,146	15 Apr 2014	Registered
QUILT AMBITION	U.S.	79/138,743	4,558,047	1 Jul 2014	Registered
QUILT ARTIST	U.S.	77/911,030	3,871,711	2 Nov 2010	Registered
QUILT EXPRESSION	U.S.	79/037,729	3,395,152	11 Mar 2008	Registered
QUILTSEWCLEVER	U.S.	77/911,024	3,881,491	23 Nov 2010	Registered
SAPPHIRE	U.S.	79/031,825	3,318,780	23 Oct 2007	Registered
SEW SAVVY SAVINGS	U.S.	85/090,373	4,150,775	29 May 2012	Registered
SEWING ADVISOR	U.S.	73/568,687	1,424,651	13 Jan 1987	Registered
SMARTER BY PFAFF	U.S.	79/080,819	3,870,379	2 Nov 2010	Registered
TRIBUTE	U.S.	85/375,489	4,191,847	14 Aug 2012	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
TRUE	U.S.	85/557,838	4,534,042	20 May 2014	Registered
TRUE FLOWER DESIGN	U.S.	85/649,197	4,491,832	4 Mar 2014	Registered
TRUEMBROIDERY	U.S.	85/557,857	4,530,093	13 May 2014	Registered
VANTAGE	U.S.	85/621,890	4,366,871	16 Jul 2013	Registered
VANTAGE	U.S.	85/903,527	4,443,322	3 Dec 2013	Registered
VIKING	U.S.	72/444,808	1,013,813	17 Jun 1975	Registered
VIKING	U.S.	75/586,932	2,580,578	18 Jun 2002	Registered
VIKING	U.S.	75/587,832	2,737,000	15 Jul 2003	Registered
PASSPORT	U.S.	79/114,937	4,311,197 2	Apr 2013	Registered

SCHEDULE 2

Title	Patent No.	Country	App. No.	Issue Date	Status
SEWING ORDER FOR BASIC ELEMENTS IN EMBROIDERY	7,991,500	U.S.	12/195,513	2 Aug 2011	Granted
POSITIONING OF EMBROIDERY	7,702,415	U.S.	11/443,319	20 Apr 2010	Granted
DEVICE FOR CUTTING THREAD IN A SEWING MACHINE AND USE OF THE DEVICE TO PULL DOWN THE UPPER THREAD	6,276,289	U.S.	09/350,199	21 Aug 2001	Granted
BUTTON SEWING DEVICE	6,591,768	U.S.	10/163,576	15 Jul 2003	Granted
EMBROIDERY DATA GENERATION	8,108,062	U.S.	11/551,461	31 Jan 2012	Granted
EMBROIDERY OF PATTERNS	7,069,871	U.S.	10/400,696	4 Jul 2006	Granted
MACHINE-ASSISTED FREE-HAND EMBROIDERY METHOD	8,161,895	U.S.	12/081,558	24 Apr 2012	Granted
SEWING MACHINE	D557,291	U.S.	29/274,112	12 Nov 2007	Granted
SEWING MACHINE	D568,908	U.S.	29/274,291	13 May 2008	Granted
MEMORY READING MODULE HAVING A TRANSPARENT FRONT WITH A KEYPAD	6,014,593	U.S.	08/972,110	11 Jan 2000	Granted
PRODUCING AN OBJECT-BASED DESIGN DESCRIPTION FILE FOR AN EMBROIDERY PATTERN FROM A VECTOR-BASED STITCH FILE	6,510,360	U.S.	09/654,154	21 Jan 2003	Granted
PROVIDING CHARACTER DATA FOR USE BY AN EMBROIDERY MACHINE	6,934,599	U.S.	10/419,056	23 Aug 2005	Granted
EMBROIDERY MACHINE CONTROL	6,148,247	U.S.	08/922,584	14 Nov 2000	Granted

SCHEDULE 2

Title	Patent No.	Country	App. No.	Issue Date	Status
SEWING MACHINE WITH LARGE STITCH WIDTH	8,100,071	U.S.	11/878,251	24 Jan 2012	Granted
THREAD CUTTER	6,516,735	U.S.	09/992,153	11 Feb 2003	Granted
THREAD FEED FOR A SEWING MACHINE	7,240,628	U.S.	11/079,293	10 Jul 2007	Granted
PROCESS FOR EMBROIDERING OVERSIZED PATTERNS	5,865,133	U.S.	09/027,706	2 Feb 1999	Granted