

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest to General Electric Capital Corporation), as Retiring Agent		09/26/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Successor Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

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

CH \$990.00 3923950

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3406351	MY EMBROIDERIES
Registration Number:	4078432	OPAL
Registration Number:	4515021	OPAL
Registration Number:	4889841	PERFECTION STARTS HERE.
Registration Number:	3508368	VITAMINS ON DEMAND
Registration Number:	648906	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
Serial Number:	86715425	MADE FOR SEWERS. BY SEWERS

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 025646-0740

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 10/02/2017

Total Attachments: 58

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006168 0928

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

3

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Assignment**"), dated as of September 26, 2017, is by **GENERAL ELECTRIC COMPANY** (as successor in interest to General Electric Capital Corporation, individually, "**GECC**"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "**Retiring Agent**") and **ARES CAPITAL CORPORATION**, a Maryland corporation (individually, "**Ares**"), acting in its capacity as the successor administrative agent (in such capacity, the "**Successor Agent**").

RECITALS:

WHEREAS, **KSIN LUXEMBOURG II, S.Á.R.L.**, as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Agreements**") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the **Agreements**, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the **Agreements**.

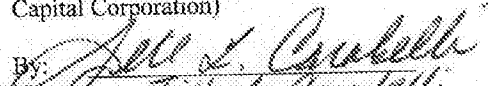
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

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

By: 
Name: Jill L. Bartlett
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

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

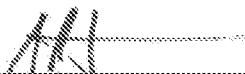
By: _____

Name: _____

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By:  _____

Name: Ian Fitzgerald

Title: Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of June 27, 2012 and filed with the United States Patent and Trademark Office on July 2, 2012 at Reel 4814, Frame 0780.

Trademark Security Agreement dated as of June 27, 2017 and filed with the United States Patent and Trademark Office on July 11, 2017 at Reel 6102, Frame 0575.

Trademark Security Agreement dated as of June 27, 2012 and filed with the Madrid Protocol.

Trademark Security Agreement dated as of June 27, 2012 and filed with EU.

Trademark Security Agreement dated as of June 27, 2012 and filed with CIPO.

Trademark and Patent Security Agreement dated as of June 27, 2017 and filed with the United States Patent and Trademark Office on July 11, 2017 at Reel 6102, Frame 0575 and at Reel 042975, Frame 0754.

Trademark Security Agreement dated as of June 27, 2017 and filed with WIPO.

Trademark and Design Security Agreement dated as of June 27, 2017 and filed with EU IPO.

EXHIBIT B

See attached

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.

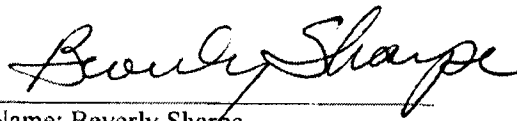
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but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

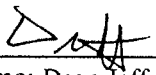
By: 
Name: Beverly Sharpe
Title: Authorized Signatory

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

TRADEMARK
REEL: 006168 FRAME: 0935

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: 006168 FRAME: 0936

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

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		

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TRADEMARK
 REEL: 004814 FRAME: 0780
TRADEMARK
 REEL: 006168 FRAME: 0938

Total Attachments: 5

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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.

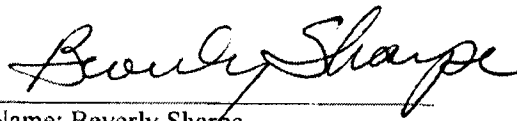
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but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

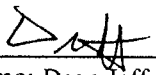
By: 
Name: Beverly Sharpe
Title: Authorized Signatory

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

TRADEMARK
REEL: 006868 FRAME: 0982

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: 006868 FRAME: 0985

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

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]

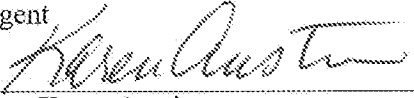
IN WITNESS WHEREOF, Grantor has caused this Trademark and Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

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.

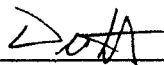
By: Beverly Sharpe
Name: Beverly Sharpe
Title: Authorized Signatory

Signature page to Singer Trademark Security Agreement (Madrid Protocol)

TRADEMARK
REEL: 006168 FRAME: 0958

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 (Madrid Protocol)

TRADEMARK
REEL: 006168 FRAME: 0959

Schedule 1

Territory: International Registration (Madrid Protocol)
Registrant: KSIN LUXEMBOURG II, S.À R.L.

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date	SVP Ref.
PFAFF	299477	7/1/1965	299477A	7/1/1965	7/1/2015	TM1964IP00
VIKING	696380	6/12/1998	696380	6/12/1998	6/12/2018	TM2003IP00

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 (EU)

TRADEMARK
REEL: 006168 FRAME: 0963

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 (EU)

TRADEMARK
REEL: 006168 FRAME: 0964

Schedule 1

Territory: Community Trade Marks (European Union)
Registrant: KSIN LUXEMBOURG II, S.À R.L.

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date	SVP Ref.
PFAFF	5462171	11/1/2006	5462171	9/19/2007	11/1/2016	TM1964EU00
VIKING	8863251	2/5/2010	8863251	7/5/2010	2/5/2020	TM2003EU00

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").

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 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").

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- (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.

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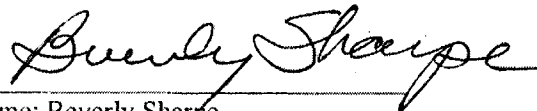
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but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

TRADEMARK
REEL: 006168 FRAME: 0968

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Dean Jeffe
Name: Dean Jeffe
Title: Duly Authorized Signatory

Signature page to Singer Trademark Security Agreement (Canada)

TRADEMARK
REEL: 006168 FRAME: 0969

Schedule 1

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

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date	SVP Ref.
PFAFF	0211113	4/20/1951	UCA39550	4/20/1951	4/20/2026	TM1964CA00
VIKING	0882118	6/22/1998	TMA596210	12/2/2003	12/2/2018	TM2003CA00

Trademark Security Agreement

This Trademark Security Agreement, is made this 27 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").

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

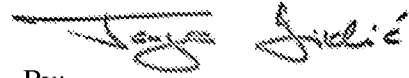
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but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

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[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.A R.L.

A handwritten signature in black ink, appearing to read 'Tanja Mannheim', written over a horizontal line.


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 – International Trademark Registrations – KSIN Luxembourg II

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
ACTIVSTITCH							
KSIN Luxembourg II, S.A.R.L.	ACTIVSTITCH	WIPO	1075806	1075806	18 Jan 2011	7	Registered
AMBITION							
KSIN Luxembourg II, S.A.R.L.	AMBITION	WIPO	1069961	1069961	5 Jan 2011	7	Registered
AMBITION ESSENTIAL							
KSIN Luxembourg II, S.A.R.L.	AMBITION ESSENTIAL	WIPO	1111661	1111661	9 Jan 2012	7	Registered
CREATIVE ICON							
KSIN Luxembourg II, S.A.R.L.	CREATIVE ICON	WIPO	1213686	1213686	11 Jun 2014	7	Registered
CREATIVE PERFORMANCE							
KSIN Luxembourg II, S.A.R.L.	CREATIVE PERFORMANCE	WIPO	1111643	1111643	9 Jan 2012	7	Registered
CREATIVE SENSATION							
KSIN Luxembourg II, S.A.R.L.	CREATIVE SENSATION	WIPO	1071975	1071975	18 Jan 2011	7	Registered
CREATIVE VISION							
KSIN Luxembourg II, S.A.R.L.	CREATIVE VISION	WIPO	922006	922006	25 Apr 2007	7	Registered
DESIGNER DIAMOND							
KSIN Luxembourg II, S.A.R.L.	DESIGNER DIAMOND	WIPO	965867	965867	22 Jan 2008	7	Registered
DESIGNER EPIC							
KSIN Luxembourg II, S.A.R.L.	DESIGNER EPIC	WIPO	1242757	1242757	9 Mar 2015	7	Registered
DESIGNER RUBY							
KSIN Luxembourg II, S.A.R.L.	DESIGNER RUBY	WIPO	979378	979378	4 Jul 2008	7	Registered
DESIGNER TOPAZ							
KSIN Luxembourg II, S.A.R.L.	DESIGNER TOPAZ	WIPO	964714	964714	25 Jan 2008	7	Registered
DFS DUAL FEED SYSTEM & Design							
KSIN Luxembourg II, S.A.R.L.	DFS DUAL FEED SYSTEM & Design 	WIPO	1072459	1072459	4 Oct 2010	7	Registered
EDEN ROSE							
KSIN Luxembourg II, S.A.R.L.	EDEN ROSE	WIPO	1126641	1126641	13 Jun 2012	7	Registered
ELEMENT							
KSIN Luxembourg II, S.A.R.L.	ELEMENT	WIPO	1029486	1029486	21 Dec 2009	7	Registered
EMERALD							
KSIN Luxembourg II, S.A.R.L.	EMERALD	WIPO	938914	938914	21 Sep 2007	7	Registered
EXPRESSION							
KSIN Luxembourg II, S.A.R.L.	EXPRESSION	WIPO	922079	922079	23 Mar 2007	7	Registered
HOBBYLOCK							
KSIN Luxembourg II, S.A.R.L.	HOBBYLOCK	WIPO	502179A	502179A	29 Apr 1986	7	Registered
HUSKYSTAR							
KSIN Luxembourg II, S.A.R.L.	HUSKYSTAR	WIPO	884466	884466	13 Feb 2006	7	Registered
INSPIRA							
KSIN Luxembourg II, S.A.R.L.	INSPIRA	WIPO	833282	833282	16 Mar 2004	7,8,9,20,23,24,26	Registered
INSPIRA STUDIO							
KSIN Luxembourg II, S.A.R.L.	INSPIRA STUDIO	WIPO	1210717	1210717	22 Apr 2014	11,20	Registered

JADE								
KSIN Luxembourg II, S.A.R.L.	JADE	WIPO	1194555	1194555	10 Jan 2014	7		Registered
JOYOS ADVISOR								
KSIN Luxembourg II, S.A.R.L.	JOYOS ADVISOR	WIPO	1230328	1230328	11 Nov 2014	9		Registered
MEISTER								
KSIN Luxembourg II, S.A.R.L.	MEISTER	WIPO	320504	320504	13 Sep 1966	7		Registered
MYSEWNET								
KSIN Luxembourg II, S.A.R.L.	MYSEWNET	WIPO	1267378	1267378	17 Jul 2015	942		Registered
OPAL								
KSIN Luxembourg II, S.A.R.L.	OPAL	WIPO	1093493	1093493	1 Aug 2011	7		Registered
PERFORMANCE								
KSIN Luxembourg II, S.A.R.L.	PERFORMANCE	WIPO	938915	938915	21 Sep 2007	7		Registered
PFAFF								
KSIN Luxembourg II, S.A.R.L.	PFAFF	WIPO	299477A	299477A	1 Jul 1965		1,2,3,4,5,6,7,8,9,10,11,16,17,18,20,21,22,23,24,25,26,27,34	Registered
PFAFF oval								
	PFAFF oval	WIPO	283830A	283830A	21 May 1964		6,7,8,9,11,16,20	Registered
KSIN Luxembourg II, S.A.R.L.								
QUILT AMBITION								
KSIN Luxembourg II, S.A.R.L.	QUILT AMBITION	WIPO	1182411	1182411	4 Oct 2013	7		Registered
QUILT EXPRESSION								
KSIN Luxembourg II, S.A.R.L.	QUILT EXPRESSION	WIPO	922078	922078	23 Mar 2007	7		Registered
SAPPHIRE								
KSIN Luxembourg II, S.A.R.L.	SAPPHIRE	WIPO	905829	905829	3 Nov 2006	7		Registered
SMART								
KSIN Luxembourg II, S.A.R.L.	SMART	WIPO	1037419	1037419	22 Jan 2010	7		Registered
SMARTER BY PFAFF								
KSIN Luxembourg II, S.A.R.L.	SMARTER BY PFAFF	WIPO	1033955	1033955	16 Feb 2010	7		Registered
TruE								
KSIN Luxembourg II, S.A.R.L.	TruE	WIPO	1120792	1120792	27 Mar 2012		9,16,41	Registered
TruEmbroidery								
KSIN Luxembourg II, S.A.R.L.	TruEmbroidery	WIPO	1120789	1120789	27 Mar 2012		9,16,41	Registered
VIKING								
KSIN Luxembourg II, S.A.R.L.	VIKING	WIPO	696380	696380	12 Jun 1998		7,9,16,37,41	Registered
PASSPORT								
KSIN Luxembourg II, S.A.R.L.	PASSPORT	WIPO	1121541	1121541	30 Apr 2012	7		Registered

Trademark and Design Security Agreement

This **Trademark and Design 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 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 Designs, 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
- (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 Designs 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, lien and security interest in the Trademarks and Designs 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]

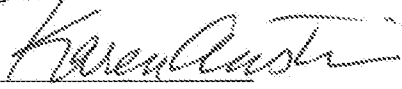
IN WITNESS WHEREOF, Grantor has caused this Trademark and Design Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

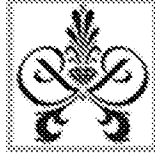
By: 

Name: Karen Austin

Title: Authorized Signatory

Schedule 1 – EU Trademarks – KSIN Luxembourg II

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
5D & Design							
KSIN Luxembourg II, S.A.R.L.	5D & Design	EUTM	009401101	009401101	6 Mar 2011	9,42	Registered
6D & Design							
KSIN Luxembourg II, S.A.R.L.	6D & Design 	EUTM	011717006	011717006	9 Feb 2013	9,42	Registered
ACTIVSTITCH							
KSIN Luxembourg II, S.A.R.L.	ACTIVSTITCH	EUTM	009646894	009646894	23 May 2011	7	Registered
AMBER							
KSIN Luxembourg II, S.A.R.L.	AMBER	EUTM	006821094	6821094	2 Dec 2008	7	Registered
AMBITION							
KSIN Luxembourg II, S.A.R.L.	AMBITION	EUTM	9221979	9221979	1 Nov 2010	7	Registered
AMBITION ESSENTIAL							
KSIN Luxembourg II, S.A.R.L.	AMBITION ESSENTIAL	EUTM	010529634	010529634	23 Apr 2012	7	Registered
CACTUS PUNCH							
KSIN Luxembourg II, S.A.R.L.	CACTUS PUNCH	EUTM	004266094	004266094	3 Feb 2006	16,40	Registered
CREATIVE							
KSIN Luxembourg II, S.A.R.L.	CREATIVE	EUTM	006566822	6566822	20 Oct 2008	7	Registered
CREATIVE 4D							
KSIN Luxembourg II, S.A.R.L.	CREATIVE 4D	EUTM	006606529	6606529	20 Oct 2008	9	Registered
CREATIVE ICON							
KSIN Luxembourg II, S.A.R.L.	CREATIVE ICON	EUTM	012948626	012948626	19 Jan 2015	7	Registered
CREATIVE PERFORMANCE							
KSIN Luxembourg II, S.A.R.L.	CREATIVE PERFORMANCE	EUTM	010529618	10529618	11 Sep 2012	7	Registered
CREATIVE SENSATION							
KSIN Luxembourg II, S.A.R.L.	CREATIVE SENSATION	EUTM	009642091	009642091	23 May 2011	7	Registered
CREATIVE VISION							
KSIN Luxembourg II, S.A.R.L.	CREATIVE VISION	EUTM	5840947	005867651	16 Apr 2007	7,9,26	Registered
CV (Stylized)							
KSIN Luxembourg II, S.A.R.L.	CV (Stylized)	EUTM	005868047	005868047	24 Apr 2008	7	Registered
DD DIAMOND DESIGN							

DD DIAMOND DESIGNKSIN Luxembourg II,
S.A.R.L.

EUTM 006646913 006646913 17 Nov 2008 7 Registered

DESIGNER

KSIN Luxembourg II, S.A.R.L. DESIGNER EUTM 006566715 6566715 20 Oct 2008 7 Registered

DESIGNER DIAMOND

KSIN Luxembourg II, S.A.R.L. DESIGNER DIAMOND EUTM 006466908 6466908 18 Aug 2008 7 Registered

DESIGNER DIAMOND EPIC

KSIN Luxembourg II, S.A.R.L. DESIGNER DIAMOND EPIC EUTM 012688255 012688255 23 Jul 2014 7 Registered

DESIGNER DIAMOND ROYALE

KSIN Luxembourg II, S.A.R.L. DESIGNER DIAMOND ROYALE EUTM 011288933 011288933 2 Nov 2013 7 Registered

DESIGNER EPIC

KSIN Luxembourg II, S.A.R.L. DESIGNER EPIC EUTM 013773338 013773338 9 Jun 2015 7 Registered

DESIGNER RUBY

KSIN Luxembourg II, S.A.R.L. DESIGNER RUBY EUTM 006665591 6665591 2 Feb 2010 7 Registered

DESIGNER RUBY ROYALE

KSIN Luxembourg II, S.A.R.L. DESIGNER RUBY ROYALE EUTM 12122073 12122073 30 Jan 2014 7 Registered

DESIGNER TOPAZ

KSIN Luxembourg II, S.A.R.L. DESIGNER TOPAZ EUTM 006599666 6599666 2 Dec 2008 7 Registered

DFS DUAL FEED SYSTEM & Design

KSIN Luxembourg II, S.A.R.L. DFS DUAL FEED SYSTEM & Design EUTM 9196551 9196551 21 Oct 2010 7 Registered

EDEN ROSE

KSIN Luxembourg II, S.A.R.L. EDEN ROSE EUTM 010958361 010958361 2 Oct 2012 7 Registered

ELEMENT

KSIN Luxembourg II, S.A.R.L. ELEMENT EUTM 8768269 8768269 10 May 2010 7 Registered

EMERALD

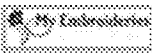
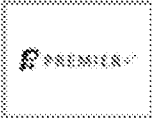

KSIN Luxembourg II, S.A.R.L. EMERALD EUTM 006236103 006236103 19 Aug 2008 7 Registered

EXPRESSION

KSIN Luxembourg II, S.A.R.L. EXPRESSION EUTM 5782917 5782917 19 Feb 2008 7,26 Registered

HUSKYLOCK

KSIN Luxembourg II, S.A.R.L. HUSKYLOCK EUTM 010333061 010333061 7 Apr 2012 7 Registered

HUSKYSTAR							
KSIN Luxembourg II, S.A.R.L.	HUSKYSTAR	EUTM	884466	884466	13 Feb 2006	7	Registered
INSPIRA STUDIO							
KSIN Luxembourg II, S.A.R.L.	INSPIRA STUDIO	EUTM	012805024	012805024	22 Oct 2014	20	Registered
JADE							
KSIN Luxembourg II, S.A.R.L.	JADE	EUTM	006820989	6820989	18 Dec 2008	7	Registered
JOYOS ADVISOR							
KSIN Luxembourg II, S.A.R.L.	JOYOS ADVISOR	EUTM	013438577	013438577	24 Mar 2015	9	Registered
KEEPING THE WORLD SEWING & Design							
KSIN Luxembourg II, S.A.R.L.	KEEPING THE WORLD SEWING & Design	EUTM	006258676	6268676	18 Aug 2008	7,9,16	Registered
MY EMBROIDERIES and Design							
KSIN Luxembourg II, S.A.R.L.	MY EMBROIDERIES and Design 	EUTM	005977871	005977871	10 Mar 2008	9,35,41	Registered
MYSEWNET							
KSIN Luxembourg II, S.A.R.L.	MYSEWNET	EUTM	014270474	014270474	5 Nov 2015	9,42	Registered
OPAL							
KSIN Luxembourg II, S.A.R.L.	OPAL	EUTM	006665392	6665392	14 Jan 2009	7	Registered
P+ PREMIER+							
KSIN Luxembourg II, S.A.R.L.	P+ PREMIER+ 	EUTM	013469564	013469564	17 Apr 2015	9,42	Registered
PASSPORT							
KSIN Luxembourg II, S.A.R.L.	PASSPORT	EUTM	010798437	010798437	13 Aug 2012		Registered
PERFORMANCE							
KSIN Luxembourg II, S.A.R.L.	PERFORMANCE	EUTM	006261168	006261168	18 Aug 2008	7	Registered
PFAFF							
KSIN Luxembourg II, S.A.R.L.	PFAFF	EUTM	009879156	009879156	12 Sep 2011	35,37,41	Registered
KSIN Luxembourg II, S.A.R.L.	PFAFF	EUTM	005462171	005462171	19 Sep 2007	7,9,26	Registered
PFAFF PERFECTION STARTS HERE logo (English)							
KSIN Luxembourg II, S.A.R.L.	PFAFF PERFECTION STARTS HERE logo (English) 	EUTM	011455094	011455094	23 May 2013	7,8,9	Registered
PFAFF PERFECTION STARTS HERE logo (French)							
KSIN Luxembourg II, S.A.R.L.	PFAFF PERFECTION STARTS HERE logo (French)	EUTM	011455094	011455094	23 May 2013	7,8,9	Registered



PFAFF PERFECTION STARTS HERE logo (German)

KSIN Luxembourg II, S.A.R.L.	PFAFF PERFECTION STARTS HERE logo (German)	EUTM	011455136	011455136	23 May 2013	7,8,9	Registered
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PLATINUM

KSIN Luxembourg II, S.A.R.L.	PLATINUM	EUTM	010976751	010976751	8 Oct 2012	7	Registered
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POWERQUILTER

KSIN Luxembourg II, S.A.R.L.	POWERQUILTER	EUTM	010976793	010976793	8 Oct 2012	7	Registered
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QUILT AMBITION

KSIN Luxembourg II, S.A.R.L.	QUILT AMBITION	EUTM	12189271	12189271	14 Feb 2014	7	Registered
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QUILT EXPRESSION

KSIN Luxembourg II, S.A.R.L.	QUILT EXPRESSION	EUTM	5782909	5782909	19 Feb 2008	7,26	Registered
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SAPPHIRE

KSIN Luxembourg II, S.A.R.L.	SAPPHIRE	EUTM	005453171	005453171	29 Oct 2007	7	Registered
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SEWING ADVISOR

KSIN Luxembourg II, S.A.R.L.	SEWING ADVISOR	EUTM	006015226	006015226	11 Apr 2008	9	Registered
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SMART

KSIN Luxembourg II, S.A.R.L.	SMART	EUTM	8819898	8819898	24 May 2010	7	Registered
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SMARTER BY PFAFF

KSIN Luxembourg II, S.A.R.L.	SMARTER BY PFAFF	EUTM	8849441	8849441	2 Jun 2010	7	Registered
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TRIBUTE

KSIN Luxembourg II, S.A.R.L.	TRIBUTE	EUTM	010117811	010117811_1	2 Nov 2011	7	Registered
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TruE

KSIN Luxembourg II, S.A.R.L.	TruE	EUTM	010702066	010702066	7 Aug 2012	16	Registered
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KSIN Luxembourg II, S.A.R.L.	TruE	EUTM	010664605	010664605	25 Jun 2012	7,9,41	Registered
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TruEmbroidery

KSIN Luxembourg II, S.A.R.L.	TruEmbroidery	EUTM	010702108	010702108	3 Aug 2012	16	Registered
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KSIN Luxembourg II, S.A.R.L.	TruEmbroidery	EUTM	010664654	010664654	25 Jun 2012	7,9,41	Registered
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VANTAGE

KSIN Luxembourg II, S.A.R.L.	VANTAGE	EUTM	010874881	010874881	23 Oct 2012	42	Registered
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VIKING

KSIN Luxembourg II, S.A.R.L.	VIKING	EUTM	009879231	009879231	14 Sep 2011	35,37,41	Registered
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KSIN Luxembourg II	VIKING	EUTM	8863251	8863251	5 Jul 2010	7,9,26	Registered
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Schedule 2 -- EU Designs -- KSIN Luxembourg II

Title Type Of Patent	Owner Client	Country File Reference	Filing Date Issue Date	Serial No. Issue No.	Status Sub Status	Agent Expiry Date
CREATIVE VISION GUI						
CREATIVE VISION GUI Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1023EU00	15 Jan 2008 15 Jan 2008	000858618-0001 000858618-0001	Granted	ReedSmith LLP 15 Jan 2033
CREATIVE VISION GUI Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1023EU01	15 Jan 2008 15 Jan 2008	000858618-0002 000858618-0002	Granted	ReedSmith LLP 15 Jan 2033
CREATIVE VISION GUI Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1023EU02	15 Jan 2008 15 Jan 2008	000858618-0003 000858618-0003	Granted	ReedSmith LLP 15 Jan 2033
HobbyLock 2.0						
HobbyLock 2.0 Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1023EU00	29 May 2008 29 May 2008	000942776-0001 000942776-0001	Granted	VALEA - Patents 29 May 2033
HOOP CLIP						
HOOP CLIP Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1004EU00	15 Sep 2006 15 Sep 2006	000589098-0001 000589098-0001	Granted	15 Sep 2031
HOOP CLIP Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1004EU01	15 Sep 2006 15 Sep 2006	000589098-0002 000589098-0002	Granted	15 Sep 2031
HuskyLock S15						
HuskyLock S15 Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1024EU00	29 May 2008 29 May 2008	000942768-0001 000942768-0001	Granted	VALEA - Patents 29 May 2033
MD CREATIVE VISION						
MD CREATIVE VISION Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1010EU00	26 Oct 2007 26 Oct 2007	000816137 000816137-0001	Granted	26 Oct 2032
MD EMERALD						
MD EMERALD Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1005EU00	12 Jan 2007 12 Jan 2007	000651369-001 000651369-0001	Granted	12 Jan 2032
MD SAPPHIRE						
MD SAPPHIRE Registered Design	KSIN Luxembourg II, S.AR.L.	RCD D1009EU00	20 Feb 2007 20 Feb 2007	000673645-0001 000673645-0001	Granted	VALEA - Patents 20 Feb 2032