

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coats & Clark Inc.		02/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	4083981	AUNT LYDIA'S CROCHET THREAD	
Registration Number:	0063636	AUNT LYDIA'S	
Registration Number:	3388393	AUNT LYDIA'S.	
Registration Number:	4149023	AUNT LYDIA'S CROCHET THREAD CLASSIC	
Registration Number:	4095876	AUNT LYDIA'S CROCHET THREAD EXTRA FINE	
Registration Number:	4149019	AUNT LYDIA'S CROCHET THREAD FASHION	
Registration Number:	4095877	AUNT LYDIA'S CROCHET THREAD FINE	
Registration Number:	4149022	AUNT LYDIA'S CROCHET THREAD METALLIC	
Registration Number:	0505404	CLARK'S	
Registration Number:	0685226	COATS & CLARK'S	
Registration Number:	0704978	COATS & CLARK	
Registration Number:	0540531		
Registration Number:	3532232	HEART & SOLE	
Registration Number:	1315907	RED HEART	
Registration Number:	4904076	RED HEART	
Registration Number:	4684865	RED HEART	
Registration Number:	4283521	RED HEART BABY LOVE	
Registration Number:	5071579	RED HEART BAZAAR	
Registration Number:	4332061	RED HEART BOUTIQUE RIBBONS	

OP \$1740.00 4083981

Property Type	Number	Word Mark
Registration Number:	4964699	RED HEART BOUTIQUE SASHAY METALLIC
Registration Number:	4964698	RED HEART BOUTIQUE SASHAY SEQUINS
Registration Number:	3385256	RED HEART COMFORT
Registration Number:	2392284	RED HEART FIESTA
Registration Number:	2868826	RED HEART GRANDE
Registration Number:	4045263	RED HEART HOLIDAY
Registration Number:	2868825	RED HEART PLUSH
Registration Number:	4086782	RED HEART SHIMMER
Registration Number:	4086819	RED HEART SOFT
Registration Number:	5363351	RED HEART SOFT BABY STEPS
Registration Number:	4086814	RED HEART SPORT
Registration Number:	5107875	RED HEART STITCHING CIRCLE
Registration Number:	4086820	RED HEART SUPER SAVER CHUNKY
Registration Number:	4116196	RED HEART WITH LOVE
Registration Number:	0637791	SOUTH MAID
Registration Number:	0511008	SUSAN BATES
Registration Number:	0290958	TRUSEW
Registration Number:	3979507	ACCENT
Registration Number:	5062680	BABY HUGS
Registration Number:	5039587	· 100% TESTED · CHEMICAL & ALLERGEN FREE
Registration Number:	4085183	BOUTIQUE SASHAY
Registration Number:	5014557	BOUTIQUE UNFORGETTABLE WAVES
Registration Number:	4045259	BUTTERCUP
Registration Number:	2810287	CRYSTALITES
Registration Number:	4211457	CUPID
Registration Number:	4467699	FIZZLE
Registration Number:	4698004	GUMDROP
Registration Number:	4311434	HOOP-LA
Registration Number:	4242852	KISS
Registration Number:	0583833	"KNIT-CRO-SHEEN"
Registration Number:	2388747	LIGHT & LOFTY
Registration Number:	4382721	LUSTER SHEEN
Registration Number:	4343089	MODA DEA
Registration Number:	4425682	PHOOMPH
Registration Number:	4458144	PHOOMPH FOR FABRIC!
Registration Number:	4306829	RIGOLETTO METALLIC
Registration Number:	4306830	RIGOLETTO PRINTS
Registration Number:	4306831	RIGOLETTO SEQUINS

Property Type	Number	Word Mark
Registration Number:	4964098	SCRUBBY
Registration Number:	5521111	SCRUBBY SMOOTHIE
Registration Number:	5242145	STITCH A HUG
Registration Number:	0616228	STITCH IN TIME
Registration Number:	3314742	STRATA
Registration Number:	1566021	SUPER SAVER
Registration Number:	4482384	SWERVE
Registration Number:	4344139	TIPPING POINTS
Registration Number:	2182922	TLC
Registration Number:	3941048	VELOCITY
Registration Number:	4472315	VIVID
Registration Number:	4232600	YOUR KNITTING LIFE!

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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	07/11/2019

Total Attachments: 10
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2019, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 27, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent Holdings, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of June 27, 2018 in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty 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 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 Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty 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 grants to 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 (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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;

provided, however, that in no event shall the Trademark Collateral include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 its Trademarks subject to a security interest hereunder.

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. 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 law of the State of New York.

[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.

COATS & CLARK INC.

as Grantor

By: _____

Name: Ryan Newell

Title: President and Secretary

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: MMehta

Name: Meenal Mehta







Title: Duly Authorized Signatory


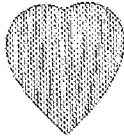



[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006691 FRAME: 0671



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
AUNT LYDIA'S CROCHET THREAD	17/06/2011	4,083,981
AUNT LYDIA'S	12/04/1907	0,063,636
	28/06/2007	3,388,393
 Classic AUNT LYDIA'S CROCHET THREAD CLASSIC	02/06/2011	4,149,023
 Extra Fine AUNT LYDIA'S CROCHET THREAD EXTRA FINE	02/06/2011	4,095,876
 Fashion AUNT LYDIA'S CROCHET THREAD FASHION	02/06/2011	4,149,019
AUNT LYDIA'S CROCHET THREAD FASHION 3	08/03/2017	5,440,556
 Fine AUNT LYDIA'S CROCHET THREAD FINE	02/06/2011	4,095,877
 Metallic AUNT LYDIA'S CROCHET THREAD METALLIC	02/06/2011	4,149,022

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
 CLARK'S	01/05/1947	0,505,404
COATS & CLARK'S	19/01/1959	0,685,226
COATS & CLARK	02/09/1959	0,704,978
 HEART	28/04/1950	0,540,531
HEART & SOLE	26/12/2007	3,532,232
RED HEART	26/05/1983	1,315,907
	03/04/2015	4,904,076
 RED HEART & DEVICE (V)	08/11/2016	5,367,014
	22/08/2014	4,684,865
RED HEART BABY LOVE	14/04/2011	4,283,521
RED HEART BAZAAR	04/12/2015	5,071,579
RED HEART BIG COMFORT	09/06/2016	5,158,509
RED HEART BOUTIQUE FILIGREE	21/12/2012	4,394,509
RED HEART BOUTIQUE RIBBONS	05/10/2012	4,332,061
RED HEART BOUTIQUE SASHAY METALLIC	03/12/2015	4,964,699
RED HEART BOUTIQUE SASHAY SEQUINS	03/12/2015	4,964,698
RED HEART BOUTIQUE SASSY FABRIC	26/03/2013	4,453,014
RED HEART BOUTIQUE SASSY LACE	26/03/2013	4,420,410
RED HEART BOUTIQUE TRIO	17/01/2013	4,390,237
RED HEART CASH FOR STASH SWEEPSTAKES	29/08/2017	5,404,043
RED HEART CLASSIC	14/03/2017	5,357,297

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
CROCHET THREAD		
RED HEART COMFORT	22/08/2007	3,385,256
RED HEART CREATE	08/06/2016	5,153,307
RED HEART CRÈME	25/07/2017	5,483,234
RED HEART CRÈME DE LA CRÈME	24/07/2017	5,404,031
RED HEART DREAMY	12/05/2017	5,409,649
RED HEART FASHION CROCHET THREAD	16/03/2017	5,362,136
RED HEART FIESTA	19/03/1999	2,392,284
RED HEART FINE CROCHET THREAD	10/03/2017	5,366,996
RED HEART FOR THE JOY OF IT	11/10/2016	5,367,001
RED HEART GRANDE	10/07/2003	2,868,826
RED HEART HOLIDAY	31/03/2011	4,045,263
RED HEART HOPSCOTCH	16/03/2017	5,304,049
RED HEART METALLIC CROCHET THREAD	10/03/2017	5,366,997
RED HEART NYLON CROCHET THREAD	14/03/2017	5,362,128
RED HEART PLUSH	10/07/2003	2,868,825
RED HEART SHAMMY	25/07/2017	5,483,233
RED HEART SHIMMER	31/03/2011	4,086,782
RED HEART SOFT	12/04/2011	4,086,819
RED HEART SOFT BABY STEPS	06/04/2017	5,363,351
RED HEART SOFT ERGONOMIC	11/01/2017	5,393,540
RED HEART SOFT ESSENTIALS	07/10/2016	5,225,507
RED HEART SOFT ESSENTIALS STRIPES	01/12/2016	5,225,568
RED HEART SPORT	12/04/2011	4,086,814
RED HEART STITCHING CIRCLE	03/12/2015	5,107,875
RED HEART SUPER LIGHTWEIGHT	11/01/2017	5,367,063
RED HEART SUPER SAVER CHUNKY	12/04/2011	4,086,820
RED HEART SUPER SAVER OMBRE	04/04/2017	5,362,127
RED HEART SUPER SAVER	04/04/2017	5,362,126

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
STRIPES		
RED HEART TEAM SPIRIT CHUNKY	08/03/2017	5,357,288
RED HEART VALUE CHOICE	08/03/2017	5,357,289
RED HEART WITH LOVE	22/03/2011	4,116,196
RED HEART WITH LOVE STRIPES	05/04/2017	5,362,125
 SOUTH MAID	08/06/1956	0,637,791
Susan Bates SUSAN BATES	13/12/1947	0,511,008
SUSAN BATES SOFT ERGONOMIC	12/01/2017	5,348,361
SUSAN BATES SUPER LIGHTWEIGHT	12/01/2017	5,377,459
SUSAN BATES XTREME	19/08/2016	5,352,620
TRUSEW	19/01/1931	0,290,958
ACCENT	25/06/2010	3,979,507
AMORE	04/09/2018	79/242,099
AN ITALIAN STORY	21/11/2017	5,505,629
BABY HUGS	09/02/2016	5,062,680
 BLUE HEART SEAL	14/12/2015	5,039,587
BOUTIQUE SASHAY	22/03/2011	4,085,183
BOUTIQUE UNFORGETTABLE WAVES	23/09/2015	5,014,557
BUNCHES OF HUGS	12/12/2017	5,505,651
BUTTERCUP	31/03/2011	4,045,259
COLORSCAPE	15/12/2017	5,505,658
CRYSTALITES	17/03/2003	2,810,287
CUPID	06/09/2011	4,211,457
EZ START	18/12/2017	5,505,660
FIZZLE	20/12/2012	4,467,699
GUMDROP	13/06/2013	4,698,004
HEAD'S UP	06/06/2013	4,460,687
HOOGAH	22/09/2017	5,456,012
HOOP-LA	08/09/2011	4,311,434
HYGGE	13/12/2017	5,527,126
HYGGE CHARM	26/06/2018	79/237207
HYGGE HOME	14/08/2018	79/240527

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
IT'S A WRAP	01/02/2018	5,543,257
IT'S A WRAP RAINBOW	02/02/2018	79/228106
IT'S FINGER-LOOPING FUN!	19/10/2018	79/245883
KISS	06/05/2011	4,242,852
KNIT CHEK	15/11/2016	5,388,927
KNIT-CRO-SHEEN	10/06/1952	0,583,833
LIGHT & LOFTY	03/05/1999	2,388,747
LUCE	21/11/2017	5,505,628
LUSTER SHEEN	04/09/2012	4,382,721
MODA DEA	06/05/2011	4,343,089
OMBRA	02/11/2017	5,494,751
ORA	21/11/2017	79/224370
PHOOMPH	11/04/2013	4,425,682
PHOOMPH FOR FABRIC!	11/04/2013	4,458,144
POMP-A-DOODLE	12/06/2018	5,630,179
RIGOLETTO METALLIC	13/07/2012	4,306,829
RIGOLETTO PRINTS	13/07/2012	4,306,830
RIGOLETTO SEQUINS	13/07/2012	4,306,831
SASHAY TEAM SPIRIT	08/02/2013	4,427,218
SCRUBBY	30/09/2015	4,964,098
SCRUBBY COTTON	16/02/2017	5,302,024
SCRUBBY SPARKLE	19/06/2018	79/236578
SCRUBBY SMOOTHIE	14/09/2017	5,521,111
SOFT ESSENTIALS BABY	26/01/2018	5,527,158
STITCH A HUG	01/10/2015	5,242,145
STITCH-IN-TIME	22/09/1954	0,616,228
STRATA	07/07/2006	3,314,742
SUPER SAVER	08/07/1988	1,566,021
SUPER SAVER FAIR ISLE	15/06/2018	79/236578
SUPER SAVER JUMBO	19/08/2016	5,243,416
SUPER SAVER POOLING	21/06/2018	79/237203
SWERVE	20/12/2012	4,482,384
TIPPING POINTS	06/07/2012	4,344,139
TLC	06/01/1997	2,182,922
UNFORGETTABLE	28/11/2015	4,995,544
VELOCITY	04/10/2007	3,941,048
VERA	21/11/2017	79/224372
VIVID	20/12/2012	4,472,315
WHILE I WAS YARNING	07/06/2018	5,630,177
YOUR KNITTING LIFE!	04/10/2011	4,232,600

TRADEMARK	FILING DATE	REGISTRATION/APPLICATION NUMBER
RED HEAT	05/26/1983	1,315,907