

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Singer Sewing Company</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State: Delaware  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>KSIN Luxembourg III, S.ar.l.</u></p> <p>Internal Address: <u>c/o Halsey Group S.ar.l.</u>  Street Address: <u>174 Route de Longwy,</u></p> <p>City: _____  Country <u>Luxembourg</u>      Zip: <u>L-1940</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Luxembourg</u>  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:      <input type="checkbox"/> Yes  (Designations must be a separate document from assignment)      <input checked="" type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>9/30/04</u></p>	

<p>4. Application Number(s) or Registration Number(s):  A. Trademark Application No.(s):</p> <p style="text-align: right;">Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):  <u>2,656,566</u>  <u>760,617</u></p> <p style="text-align: right;">Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Erin A. Dugan, IP Paralegal</u>  <u>Ropes &amp; Gray LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: KOLC-029 (#5)</u>  Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u>      State: <u>MA</u>      Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41)      \$ <u>65.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card  (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u>  (Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

William G. Gosz, Esq.      William Gosz      10/7/04  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 7

CH \$65.00 181945 2656566

### ASSIGNMENT OF U.S. MARKS

THIS ASSIGNMENT OF U.S. MARKS is dated as of September <sup>th</sup>30, 2004 ("Assignment"), and is made from Singer Sewing Company, a Delaware corporation with its principal place of business at 1209 Orange Street, Wilmington, DE ("Singer") on the one hand, to KSIN Luxembourg III, S.ar.l., a Luxembourg corporation with its principal place of business at c/o Halsey Group S.ar.l., 174 Route de Longwy, L-1940 Luxembourg ("Assignee") on the other hand.

WHEREAS, Singer has adopted and used and is using in commerce the Marks set forth in the attached Schedule 1 (collectively the "U.S. Marks");

WHEREAS, Assignee is a wholly-owned subsidiary of Singer; and

WHEREAS, Assignee wishes to acquire from Singer, and Singer wishes to transfer to Assignee all of Singer's rights to those U.S. Marks and the goodwill associated with the U.S. Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Singer hereby assigns to Assignee all of its rights, title, and interests in and to the U.S. Marks, including without limitation the goodwill of the business symbolized by the U.S. Marks, all registrations and applications for registration thereof, if any, all common law rights in the U.S. Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of the U.S. Marks and to secure recordation of the U.S. Marks and this Assignment, and all records and files relating to the prosecution, exploitation and defense of the U.S. Marks.


Singer agrees that it will, upon reasonable request, execute and deliver to Assignee any and all additional papers to establish, perfect or defend Assignee's rights acquired hereunder, including executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means.

If further assignment or transfer is deemed necessary by Assignee to establish, perfect or defend its rights acquired hereunder, Singer hereby appoints Assignee as its attorney-in-fact, with full power of substitution, on behalf of Singer and for the benefit of Assignee, to execute all documents, to demand and receive any and all of the U.S. Marks, to give receipts and releases for and in respect of the U.S. Marks, to institute and prosecute in the name of Singer any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to establish, perfect or defend its rights acquired hereunder. Singer stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of Singer at any future time.

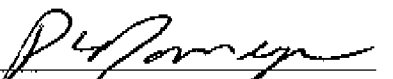
This Assignment will be governed by the laws of New York without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of U.S. Marks as of the date first set forth above.

**Singer Sewing Company:**

By:   
Name: Prescott Romeyn  
Title: Vice-President

**KSIN Luxembourg III, S.ar.l. :**

By:   
Name: Prescott Romeyn  
Title: Attorney-in-fact

Notarial Certificate

**The Singer Company Limited**

State of New York

County of New York

This Assignment of U.S. Marks was executed before me on this 30 day of September 2004, by Prescott Bomeya, the Vice-President of Singer Sewing Company, a Delaware corporation, on behalf of said corporation, and acknowledges that he/she was authorized to validly execute documents on behalf of said corporation.

WITNESS by my hand.

**NICHOLAS BROWN**  
Notary Public, State of New York  
No. 01BR6097509  
Qualified in Richmond County  
Commission Expires Aug. 18, 2007

Nicholas Brown  
Notary Public

Nicholas Brown  
Printed or Typed Name of Notary

My Commission Expires August 18, 2007

Notarial Certificate

**KSIN Luxembourg III, S.ar.L.**

State of New York

County of New York

This Assignment of U.S. Marks was executed before me on this 30 day of September 2004, by Prescott Romeyn, the Attorney in Fact of KSIN Luxembourg III, S.ar.L., a Luxembourg corporation, on behalf of said corporation, and acknowledges that he/she was authorized to validly execute documents on behalf of said corporation.

WITNESS by my hand.

**NICHOLAS BROWN**  
Notary Public, State of New York  
No. 01BR6097509  
Qualified in Richmond County  
Commission Expires Aug. 18, 2007

Nicholas Brown  
Notary Public

Nicholas Brown  
Printed or Typed Name of Notary

My Commission Expires August 18, 2007

**SCHEDULE A**

to

**ASSIGNMENT OF TRADEMARKS**

<b><u>TRADEMARK</u></b>	<b><u>STATUS</u></b>	<b><u>REG. NO.</u></b>
IZEK	Registered	2,656,566
EST. 1914 C E and Design	Canceled	760,617