

Form PTO-1594	RECORDATION FORM COVER SHEET (continued)	Page 2 of 2
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Additional Conveying Parties (1. Continued):

Additional Receiving Parties (2. Continued):

Assignee Name:
Internal Address:

Street Address:

City: State: Zip Code:

Additional Applications and/or Registration Numbers (4. Continued)

<p>Additional Application Number(s) 4A continued:</p> <p>71/102,540 73/077,034 72/437,867 72/213,484 75/100,411 71/102,541 72/180,032 75/009,172 72/460,386 75/423,886 76/381,564 78/070,606 74/295,131 72/455,267 74/644,733 72/199,631 73/627,070 73/334,926 73/397,618 73/428,180</p>	<p>Additional Registration Number(s) 4B continued:</p>
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Additional numbers attached? Yes No

ASSIGNMENT OF U.S. MARKS

THIS ASSIGNMENT OF U.S. MARKS is dated as of September 30, 2004 ("Assignment"), and is made from Singer N.V., a Netherlands Antilles corporation with its principal place of business at De Ruyterkude 62, Curacao, Netherlands Antilles ("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, pursuant to the Acquisition Agreement dated as of June 11, 2004 (the "Acquisition Agreement"), Assignee wishes to acquire from Singer, and Singer wishes to transfer to Assignee all of Singer's rights to those certain trademarks set forth in the attached Schedule 1 that are associated with Singer's sewing businesses in the United States (collectively the "U.S. Marks") and the goodwill associated with the U.S. Marks;

NOW, THEREFORE, for good and valuable consideration as set forth in the Acquisition Agreement, 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 N.V.:

By: 

Name: STEPHEN H. GOODMAN

Title: CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER

KSIN Luxembourg III, S.ar.L.:

By: _____

Name:

Title:

Notarial Certificates

Singer N.V.

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 STEPHEN H. GOODMAN, the CHAIRMAN, PRESIDENT AND C.E.O. of Singer N.V., a Netherlands Antilles 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.



Nikki Hirsch
Notary Public

NIKKI HIRSCH
Printed or Typed Name of Notary

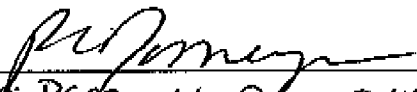
My Commission Expires May 19, 2007

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 N.V.:

By: _____
Name:
Title:

KSIN Luxembourg III, S.ar.l.:

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

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 1

to

INSTRUMENT OF U.S. MARKS

SCHEDULE 1

to

ASSIGNMENT OF U.S. MARKS

Mark	App./Reg. Status	App./Reg. Number	Classes
SINGER	Renewed	75/871,812	11
SINGER ACADEMY LOG (S 1995& Design)	Registered	74/690,796	41
FASHION MATE	Renewed	72/298,630	7
FEATHERWEIGHT	Renewed	71/620,280	7
FEATHERWEIGHT II	Renewed	75/814,803	7
FUTURA (standard character format)	Pending	78/341,299	7
GYROFLEX	Registered	722/293,343	9
HANDY STITCH	Pending	78/168,322	9
HANDY STITCH	Registered	78/124,142 ✓	9
HATCHED RED "S"	Renewed	71/102,540	7
MANOR HOUSE	Renewed	73/077,034	42
MEMO-MATIC	Registered	72/437,867	23
MERRITT	Renewed	72/213,484	7
MERRITT	Registered	75/100,411	7
OUTLINE "S" WITH WOMAN AT MACHINE	Renewed	71/102,541	7
OUTLINE "S" WITH WOMAN AT MACHINE	Renewed	72/180,032	2,4,13,15,19,21 - 23,25,26,29,35, 38,40,42,43,50 & 52
PICTALL	Registered	75/009,172	9
PROFESSIONAL	Renewed	72/460,386	23
PROFESSIONAL SEW- WARE	Renewed	75/423,886	9
PSW	Registered	76/381,564	9
QUANTUM	Registered	78/070,606	7
QUANTUMLOCK	Renewed	74/295,131	7
STARLET	Renewed	72/455,267	7
TINY TAILOR	Renewed	74/644,733	7
TOUCH & SEW	Renewed	72/199,631	7
CONSUMER EXPRESS	Renewed	73/627,070	42
CONSUMERS	Renewed	73/334,926	42
CONSUMERS	Renewed	73/397,618	42

CONSUMERS CHOICE & Design	Renewed	73/428,180	42
GYROFLEX	Registered	722/293,343	9