Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) TRADEMARKS ONLY					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
Name of conveying party(ies):		Name and address of receiving party(ies):			
Singer N.V.		Name: KSIN Luxembourg III, S.ar.I.			
	Association Limited Partnership	Internal Address: c/o Halsey Group S.ar.i. Street Address: 174 Route de Longwy,			
x Corporation-State: Netherland	'				
Other:	25 / II KINGS	Att.			
Omer.	·	Country Luxembourg Zip: L-1940			
	Yes				
Additional name(s) of conveying party(ies) attached?	<u> </u>	Individual(s) citizenship:			
· · · ·	x No	Association:			
3. Nature of Conveyance:		General Partnership:			
X Assignment	Merger	Limited Partnership:			
Security Agreement	Change of Name	x Corporation-State: Luxembourg			
Other:		Other:			
Execution Date: 9/30/04		If assignee is not domicited in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached?  Yes x No			
4. Application Number(s) or Regi	stration Number(s):				
A. Trademark Application No.(s): 75/871,812 71/620,280 74/690,796 75/814,803 72,298,630 78/341,299	72/229,343 78/168,322 78/123,142	B. Trademark Registration No.(s);			
Additiona	I numbers attached?	x Yes No			
Name and address of party to whom correspondence 6. Total Number of applications and concerning document should be mailed:     registrations involved:					
Name: Erin A. Dugan, IP Parale	egal	7. Total fee (37 CFR 3.41) \$740.00			
Ropes & Gray LLP		Enclosed			
Internal Address: Atty. Dkt.: KOL	.C-029 (#3)	X Authorized to be charged to Deposit Account			
Street Address: One International Place		Authorized to be charged to credit card (Form 2038 enclosed)			
		8. Deposit account number: 18-1945			
City: Boston State: MA	Zip: <u>02110</u>	(Attach duplicate copy of this page if paying by deposit account)			
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.  O O O O O O O O O O O O O O O O O O O					
William G. Gosz, Esq.  Name of Person Signing  Signature  10 /7 / 0 /  Date					
Total number of pages including cover sheet, attachments, and document: 10					

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Form PTO-1594	RECORDATION FOR	M COVER SHEET (continued)	Page 2 of 2
		, , , , , , , , , , , , , , , , , , , ,	
Additional Conveyin	g Parties (1. Continu	ed):	
Additional Receiving	Parties (2. Continue	ed):	
Assignee Name: Internal Address:			
Street Address:			
City:	State:	Zip Code:	
	* 1000001.1	,	,, .,,
		n Numbers (4. Continued)	•
Additional Application Number 4A continued:	ber(s)	Additional Registration Number(s) 4B continued:	
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			
	litional numbers attached?	Yes X No	

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#### 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.

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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.:

Name: STEPHEN H. GOODMAN

Title: CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER

KSIN Luxembourg III, S.ar.l.:

By:\_\_\_\_

Name: Title:

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Notarial Certificates

Singer N.V.

State of

County of

This Assignment of U.S. Marks was executed before me on this 20 day of September 2004, by Stefuen H. Goodman, the CHAIRMAN, FRESIDEN 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 State of New York
NO. 01Hi6092334
Qualified in New York County
My Commission Explose May 18, 2007

Notary Public

MKL HRSCH Printed or Typed Name of Notary

My Commission Expires 42 2007

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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.:

Name: Prescott Romeyr Title: Attorney-un-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 frescoll foreign, the https://origin.com// 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

Notary Public

Micholas Brass
Printed or Typed Name of Notary

My Commission Expires August 16,2007

# SCHEDULE 1

to

NMENT 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	Registered	74/690,796	41
(S 1995& Design)			
FASHION MATE	Renewed	72/298,630	7
FEATHERWEIGHT	Renewed	71/620,280	7
FEATHERWEIGHT II	Renewed	75/814,803	7
FUTURA (standard character	Pending	78/341,299	7
format)			
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	Renewed	71/102,541	7
WOMAN AT MACHINE			
OUTLINE "S" WITH	Renewed	72/180,032	2,4,13,15,19,21
WOMAN AT MACHINE			-
			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-	Renewed	75/423,886	9
WARE			
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

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CONSUMERS CHOICE &		#2 /400 100	142
Design	Renewed	73/428,180	42
GYROFLEX	Registered	722/293,343	9

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**RECORDED: 10/07/2004** 

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