

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2006)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

<p>1. Name of conveying party(ies): The Singer Company Limited</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: (Isle of Man, British Isles) <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>KSTN Luxembourg III, S.a.r.l.</u> Internal Address: <u>c/o Halsey Group S.a.r.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-Country: <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) & 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):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>A. Trademark Application No.(s): 78/416,481 78/175,316 78/235,645 78/173,565 78/173,442 78/416,479 78/510,894 78/465,085 78/428,716</p> </td> <td style="width: 50%;"> <p>B. Trademark Registration No.(s): 878,553</p> </td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>A. Trademark Application No.(s): 78/416,481 78/175,316 78/235,645 78/173,565 78/173,442 78/416,479 78/510,894 78/465,085 78/428,716</p>	<p>B. Trademark Registration No.(s): 878,553</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 Ropes & Gray LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: KOLC-029 #4</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>36</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>915.00</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>		
DO NOT USE THIS SPACE			
<p>9. Statement and signature: <i>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.</i></p> <p style="text-align: center;"><i>Gloria Fuentes</i> <u>10/14/04</u></p> <p style="text-align: center;">Name of Person Signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: <u>6</u></p>			

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SCHEDULE 1

to

ASSIGNMENT OF U.S. MARKS

Mark	App./Reg. Status	App./Reg. Number	Classes
QUICK CUT	Pending	78/416,481	7
SEW MATE	Pending	78/173,565	7
SMART SCISSORS	Pending	76/510,694	7
STYLIST	Pending	78/175,316	7
QUANTUM STYLIST (Stylized AND/OR w/Design)	Pending	78/173,442	7
HIGH PERFORMANCE SUPERA & Design	Pending	76/465,085	26
SINGER	Pending	78/235,645	7 & 21
QUICK CUT BY SINGER	Pending	78/416,479	7
SINGER	Pending	78/428,716	24
SINGER	Pending	78/070,604	7, 9 & 21
SINGER	Pending	78/071,086	16
SINGER	Renewed	71/431,537	26
SINGER	Renewed	71/013,927	23
SINGER	Renewed	71/013,929	4
SINGER	Renewed	71/013,928	26
SINGER	Renewed	71/027,683	7
SINGER	Renewed	71/143,789	9
SINGER	Renewed	71/195,239	2
SINGER	Renewed	72/180,031	3, 4, 7, 9, 16, 20, 23, 26, 28,
SINGER	Renewed	75/871,812	11

SINGER	Renewed	71/013,923	7
SINGER	Renewed	71/013,924	7
SINGER	Renewed	71/013,925	7
SINGER	Renewed	71/013,926	7
SINGER	Renewed	71/192,437	23
SINGER	Renewed	71/629,694	35, 37 & 40 - 42
SINGER	Renewed	71/640,015	1 - 4, 13, 15 21 - 23, 25, 26, 32, 34, 35, 3 7, 38, 40, 42 - 44 & 52
SINGER ACADEMY LOGO (S 1995 & Design)	Registered	74/690,796	41
SINGER AT HOME WORLDWIDE	Pending	78/329,869	35
SINGER IMPRESSIONS	Registered	75/134,621	9
SINGER MR NEEDLES	Pending	78/179,720	26
SINGER SEWING MACHINES	Renewed	71/473,547	7
SINGER SPRING & Design	Registered	75/357,999	11
SINGER TECHNOLOGIES AT HOME WORLDWIDE	Pending	78/329,872	35
WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Renewed	72/223,937	7, 9 & 20
WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	Registered	878,553	9, 7, 16, 20, 24 & 26

ASSIGNMENT OF U.S. MARKS

THIS ASSIGNMENT OF U.S. MARKS is dated as of September 30, 2004 ("Assignment"), and is made from The Singer Company Limited, an Isle of Man corporation with its principal place of business at 60 Circular Road, 2nd Floor, Douglas, Isle of Man, British Isles ("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.

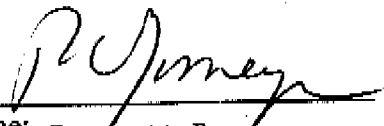
This Assignment will be governed by the laws of New York without regard to its conflicts of laws principles.

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.

The Singer Company Limited:

By: 
Name: Prescott Romeyn
Title: Director

KSIN Luxembourg III, S.ar.L:

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

Notarial Certificates

The Singer Company Limited

State of New York

County of New York

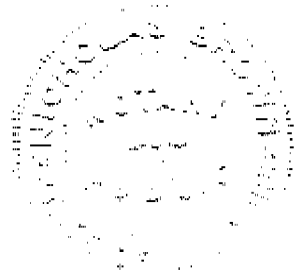
This Assignment of U.S. Marks was executed before me on this 30 day of September 2004, by Prescott Romeya, the Attorney in Fact of The Singer Company Limited, an Isle of Man corporation, on behalf of said corporation, and acknowledges that he/she was authorized to validly execute documents on behalf of said corporation.

WITNESS by my hand.

Nicholas Brown
Notary Public

Nicholas Brown
Printed or Typed Name of Notary

My Commission Expires August 18, 2007



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

Notarial Certificate

KSIN Luxembourg III, S.ar.l.

State of New York

County of New York

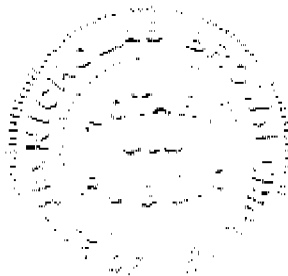
This Assignment of U.S. Marks was executed before me on this 30 day of September 2004, by Prescott Romeo, the Attorney in fact of KSIN Luxembourg III, S.ar.l., a Luxembourg corporation, on behalf of said corporation, and acknowledges that he/she was authorized to validly execute documents on behalf of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

WITNESS by my hand.

Nicholas Brown
Notary Public

Nicholas Brown
Printed or Typed Name of Notary

My Commission Expires August 18, 2007



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

FAX TRANSMISSION**DATE:** October 14, 2004**PTO IDENTIFIER:** Serial Number
Registration Number**Applicant/Owner:****MESSAGE TO:** Not Yet Assigned
FAX NUMBER: (703)-306-5995**FROM:** ROPES & GRAY LLP
Erin Dugan, IP Paralegal**PHONE:** (617) 951-7905**Attorney Dkt. #:** KOLC-029 #4**PAGES (Including Cover Sheet):** 9**CONTENTS:** Assignment Branch Cover sheet, Assignment, certificate of facsimile, authorization to charge Deposit Account No. 18-1945 for all applicable fees.

If your receipt of this transmission is in error, please notify this firm immediately by collect call to (202) 626-3912 and send the original transmission to us by return mail at the address below.

ROPES & GRAY LLP
One International Place, Boston, Massachusetts 02110-2624
Telephone: (617) 951-7000 Facsimile: (617) 951-7050

PTO/SB/97 (12-97)

Approved for use through 9/30/00. OMB 0651-0031

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

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I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office.

on October 14, 2004
Date


Signature

Eric Dugas
Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.