

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): Bank of Nova Scotia</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: <input type="checkbox"/> Other: Canadian Chartered Bank</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>Singer Company Limited</u></p> <p>Internal Address: Street Address: <u>60 Circular Road, 2nd Floor</u></p> <p>City: _____ Country <u>Isle of Man, British Isles</u> Zip _____</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>Isle of Man, British Isles</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:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Security Release</u></p> <p>Execution Date: <u>9/30/04</u></p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s):</p> <p align="right">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">424,852</td> <td style="width:33%;">2,003,972</td> <td style="width:33%;">118,710</td> </tr> <tr> <td>049,601</td> <td>577,125</td> <td>049,599</td> </tr> <tr> <td>064,950</td> <td>049,602</td> <td>583,337</td> </tr> </table> <p align="right">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	424,852	2,003,972	118,710	049,601	577,125	049,599	064,950	049,602	583,337
424,852	2,003,972	118,710								
049,601	577,125	049,599								
064,950	049,602	583,337								

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Erin A. Dugan, IP Paralegal Ropes & Gray LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: KOLC-029 (#8)</u></p> <p>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>21</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>540.00</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: 6

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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)

Additional Application Number(s) 4A continued:	Additional Registration Number(s) 4B continued: 050,195 146,608 2,036,521 193,717 1,872,283 155,081 786,974 382,638 187,226 054,023 053,987 049,600
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Additional numbers attached? Yes No

TRADEMARK RELEASE

This RELEASE is given as of this 30th day of September 2004 by The Bank of Nova Scotia, a Canadian chartered bank ("Assignor"), located at One Financial Place, 1 Adelaide Street East, 9th Floor, Toronto, Ontario M5C 2W8, in favor of The Singer Company Limited, a corporation incorporated under the laws of the Isle of Man ("Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth in the Trademark Security Agreement (Canada), dated as of October 30, 1998 between Assignee and Assignor (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, as general and continuing collateral security for the due payment and performance of all IP Obligations and Obligations, Assignee granted to Assignor, to the full extent of its interest therein, a first security interest in and to (i) each of the Trademarks (including, without limitation, each trademark and service mark registration and application identified in Schedule A attached hereto and incorporated herein by reference), including all goodwill of the business of Assignee symbolized by each of the Trademarks and all rights of Assignee as the registered owner of the Trademarks, including all rights to receive royalty, license or other payments due to Assignee from any registered user or other use of any of the Trademarks, (ii) the customer lists and other records of Assignee relating to the distribution of products bearing any of the Trademarks, (iii) any present or future claim by, or right of action of, Assignee against any person with respect to the infringement of any of the Trademarks, and (iv) all present or future Proceeds of any of the foregoing (together the "Security Interests"), which Security Interests were recorded in the United States Patent and Trademark Office on July 18, 1999 at Reel 1925 / Frame 0600; and

WHEREAS, the IP Obligations and Obligations have indefeasibly been paid and performed in full and Assignor desires to release its Security Interests.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its Security Interests and reassigns without representation, warranty or recourse any and all interest that it may have in the Security Interests to Assignee.

At any time and from time to time, Assignor hereby agrees, without further consideration other than reimbursement of all costs and expenses incurred in connection with such action, to deliver to Assignee such other releases, termination statements, or other documents or instruments prepared by Assignee, and agrees to take such other actions, as Assignee may reasonably request to more fully evidence the release of all security interests and liens of Assignor effected hereby.

IN WITNESS WHEREOF, Assignor has caused this **RELEASE** to be duly executed by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR

The Bank of Nova Scotia

By: Stephan C. Levi

Name: Stephan C. Levi

Title: Director

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that STEPHEN C. LEVI personally known to me to be the DIRECTOR of The Bank of Nova Scotia, a Canadian chartered bank, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said entity pursuant to authority granted to him/her by the board of directors of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 7th day of September, 2004.


Notary Public

My commission expires: 4/25/06

DAVID H. GREENSPOON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GR0020001
QUALIFIED IN TOMPKINS COUNTY
COMMISSION EXPIRES APRIL 25, 2006

**SCHEDULE A TO TRADEMARK RELEASE
REGISTERED TRADEMARKS AND APPLICATIONS**

SINGER SEWING MACHINES and Design	424,852	10/29/1946
SINGER (Stylized)	049,601	02/13/1906
SINGER (Stylized)	064,950	08/27/1907
SINGER	2,003,972	10/01/1996
SINGER (Stylized)	577,125	07/07/1953
SINGER (Stylized)	049,602	02/13/1906
S and Design	118,710	09/25/1917
SINGER (Stylized)	049,599	02/13/1906
SINGER (Stylized)	583,337 ✓	12/08/1953
SINGER (Stylized)	050,195	03/06/1906
SINGER (Stylized)	146,608	09/13/1921
THE SINGER ACADEMY	2,036,521	02/11/1997
SINGER (Stylized)	193,717	01/06/1925
SINGER	1,872,283	01/10/1995
S SINGER SEWING MACHINES THE SINGER MANFG. CO. and Design	155,081	05/16/1922
SINGER	786,974	03/23/1965
SINGER	382,638	11/05/1940
SINGER (Stylized)	187,226	07/29/1924
SINGER (Stylized)	054,023	06/19/1906
SINGER (Stylized)	053,987	06/19/1906
SINGER (Stylized)	049,600	02/13/1906