

KSIN Luxembourg III, S.ar.l.
Primary Intellectual Property (Trademarks)

Country	Trademark Name	Reg. No.	Reg. Date	Renl. Date
U.S.A.	HATCHED RED "S"	118709	25-Sep-1917	25-Sep-2007
U.S.A.	Outline "S" w/Woman at Machine	118710	25-Sep-1917	27-Sep-2007
U.S.A.	Outline "S" w/Woman at Machine	787684	06-Apr-1965	06-Apr-2015
U.S.A.	SINGER	49602	13-Feb-1906	13-Feb-2006
U.S.A.	SINGER	53987	19-Jun-1906	19-Jun-2006
U.S.A.	SINGER	54023	19-Jun-1906	19-Jun-2006
U.S.A.	SINGER	64950	27-Aug-1907	27-Aug-2007
U.S.A.	SINGER	382638	05-Nov-1940	05-Nov-2010
U.S.A.	SINGER	146608	13-Sep-1921	13-Sep-2011
U.S.A.	SINGER	577125	07-Jul-1953	07-Jul-2013
U.S.A.	SINGER	583337	08-Dec-1953	08-Dec-2013
U.S.A.	SINGER	2833008	13-Apr-2004	13-Apr-2014
U.S.A.	SINGER	2865618	20-Jul-2004	20-Jul-2014
U.S.A.	SINGER	786974	23-Mar-1965	23-Mar-2015
U.S.A.	SINGER	49600	13-Feb-1906	13-Feb-2016
U.S.A.	SINGER	49601	13-Feb-1906	13-Feb-2016
U.S.A.	SINGER	50195	06-Mar-1906	06-Mar-2016
U.S.A.	SINGER (stylized or with design)	49599	13-Feb-2006	13-Feb-2016
U.S.A.	SINGER SEWING MACHINES	424852	29-Oct-1946	29-Oct-2006

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Additional Intellectual Property (Trademarks)

Country	Trademark	Reg. No.	Reg. Date	Renewal Date
U.S.A.	BUTTONMAGIC	1935905	14-Nov-2001	14-Nov-2011
U.S.A.	CONSUMER EXPRESS	1449024	21-Jul-1987	21-Jul-2007
U.S.A.	CONSUMERS	1430626	24-Feb-1987	24-Feb-2007
U.S.A.	CONSUMERS	1455819	01-Sep-1987	01-Sep-2007
U.S.A.	CONSUMERS DISTRIBUTING	974713	11-Dec-1973	11-Dec-2013
U.S.A.	FASHION MATE	867136	25-Mar-1969	25-Mar-2009
U.S.A.	FEATHERWEIGHT	572572	31-Mar-1953	31-Mar-2013
U.S.A.	FEATHERWEIGHT II	2460418	12-Jun-2001	12-Jun-2011
U.S.A.	GYROFLEX	829069	23-May-1967	23-May-2007
U.S.A.	HANDY STITCH	2691088	25-Feb-2003	25-Feb-2013
U.S.A.	HANDY STITCH	2879132	31-Aug-2004	31-Aug-2014
U.S.A.	HIGH PERFORMANCE SUPERA & Design	2946466	03-May-2005	03-May-2015
U.S.A.	IZEK	2656566	03-Dec-2002	03-Dec-2012
U.S.A.	MERRITT	815655	20-Sep-1966	20-Sep-2006
U.S.A.	PROFESSIONAL	990815	13-Aug-1974	13-Aug-2014
U.S.A.	PROFESSIONAL SEW-WARE	2366797	11-Jul-2000	11-Jul-2010
U.S.A.	PSW	2692772	04-Mar-2003	04-Mar-2013
U.S.A.	QUANTUM	2527687	08-Jan-2002	08-Jan-2012
U.S.A.	QUANTUM STYLIST (Stylized AND/OR w/Design)	2915126	28-Dec-2004	28-Dec-2014
U.S.A.	QUANTUMLOCK	1759487	23-Mar-1993	23-Mar-2013
U.S.A.	SINGER AT HOME WORLDWIDE	2979564	26-Jul-2005	26-Jul-2015
U.S.A.	SINGER SPRING & Design	2373316	01-Aug-2000	01-Aug-2010
U.S.A.	SMART SCISSORS	2852976	15-Jun-2004	15-Jun-2014

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Country	Trademark	Reg. No.	Reg. Date	Renewal Date
U.S.A.	STYLIST	3051483	24-Jan-2006	24-Jan-2016
U.S.A.	TINY TAILOR	1953259	30-Jan-1996	30-Jan-2016
U.S.A.	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	829392	30-May-1967	30-May-2007
U.S.A.	WHAT'S NEW FOR TOMORROW IS AT SINGER TODAY	878553	14-Oct-1969	14-Oct-2009
U.S.A.	SINGER	2396045	17-Oct-2000	17-Oct-2010
U.S.A.	SINGER	2990313	30-Aug-2005	30-Aug-2015

TRADEMARK SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT FOR SECURITY

WHEREAS, KSIN LUXEMBOURG III, S.ÀR.L., a company organized under the laws of the Grand Duchy of Luxembourg (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has granted a continuing security interest in, a lien upon, and a right of setoff against, and a conditional assignment of (which shall not be deemed to be a present or absolute assignment), to Fortress Credit Corp., in its capacity as agent (in such capacity, "Assignee") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto from time to time as lenders (collectively, "Lenders"), for the benefit of itself and the Lenders the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), as set forth in the Security Agreement, dated February __, 2006, by and among Assignee, Assignor and certain of its affiliates (as the same may be amended, supplemented, restated or replaced, the "Security Agreement") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants to Assignee for the benefit of itself and the Lenders, a continuing security interest in, a lien upon, and a right of setoff against, and a conditional assignment in (which shall not be deemed to be a present or absolute assignment) all of the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The term "Loan Agreement" as used herein means the Loan Agreement, dated of even date herewith, by and among Assignee, Lenders, Assignor and certain of its affiliates, as the same may be amended, supplemented, restated or replaced.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 13, 2006.

KSIN LUXEMBOURG III, S.ÀR.L.

By: Halsey S.àr.l.

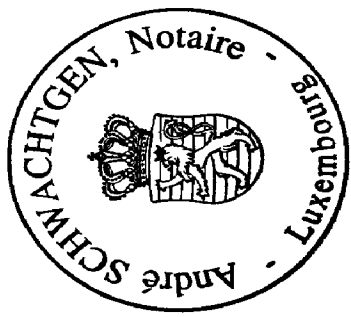
Title: Manager

By: 

Title: DAVID HARVEY MANAGER

STATE OF LUXEMBOURG)
) ss.:
COUNTY OF)

On this 9th day of February 2006, before me personally came Mr. David
Harvey, to me known to be the person who executed the foregoing instrument, and
who, being duly sworn by me, did depose and say that s/he is the MANAGER of Halsey
S.à.r.l., in its capacity as manager of KSIN LUXEMBOURG III, S.À.R.L., a company organized
under the laws of the Grand Duchy of Luxembourg, and that s/he executed the foregoing
instrument in the firm name of KSIN Luxembourg III, S.à.r.l., and that s/he had authority to sign
the same, and s/he acknowledged to me that he executed the same as the act and deed of said
firm for the uses and purposes therein mentioned.



[Signature]
Notary Public