

TRADEMARK ASSIGNMENT

11-16-2007



103461594

corr. 11-08-07  
Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ERRONEOUS ASSIGNMENT OF GYROFLEX, REG. NO. 829,069, [REDACTED] previously recorded on Reel 002953 Frame 0431. Assignor(s) hereby confirms the THE ASSIGNMENT OF ENTIRE INTEREST AND GOODWILL.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Singer N.V.		09/30/2004	CORPORATION: NETHERLANDS ANTILLES

RECEIVING PARTY DATA

Name:	KSIN LUXEMBOURG III, S.A.R.L.
Street Address:	174 Route de Longwy
Internal Address:	c/o Halsey Group S.A.R.L.
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1940
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2396045	SINGER

CORRESPONDENCE DATA

Fax Number: (617)951-7050  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6179517021  
Email: emilia.cannella@ropesgray.com, erin.dugan@ropesgray.com

Correspondent Name: Emilia F. Cannella, Esq.  
Address Line 1: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	KOLC-029-005
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CH \$40.00 2396045

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Emilia F. Cannella, Esq.

Signature:

/emilia cannella/

Date:

11/08/2007

Total Attachments: 10

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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.

1. Name of conveying party(ies):  
Singer N.V.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Netherlands Antilles  
 Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: KSIN Luxembourg III, S.ar.l.

Internal Address: c/o Halsey Group S.ar.l.  
 Street Address: 174 Route de Longwy,

City: \_\_\_\_\_  
 Country: Luxembourg Zip: L-1940

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: Luxembourg  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Execution Date: 9/30/04

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):		
75/871,812	71/620,280	72/229,343
74/690,796	75/814,803	78/168,322
72,298,630	78/341,299	78/123,142

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s):

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Erin A. Dugan, IP Paralegal Ropés & Gray LLP

Internal Address: Atty. Dkt.: KOLC-029 (#3)  
 Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41) \$ 740.00

Enclosed  
 Authorized to be charged to Deposit Account  
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 18-1945  
 (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.*

William G. Gosz, Esc. William Gosz 10/7/04  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

CH \$740.00 181945 75871812

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TRADEMARK REEL: 002953 FRAME: 0431

TRADEMARK REEL: 003664 FRAME: 0457

Form PTO-1594	<b>RECORDATION FORM COVER SHEET (continued)</b>	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

9346781.1

**TRADEMARK**  
**REEL: 002953 FRAME: 0432**

**TRADEMARK**  
**REEL: 003664 FRAME: 0458**

**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

KSN Luxembourg III, S.ar.l.:

By: \_\_\_\_\_

Name:

Title:

Notarial Certificates

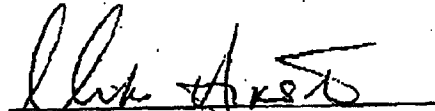
Singer N.V.

State of New York

County of New York

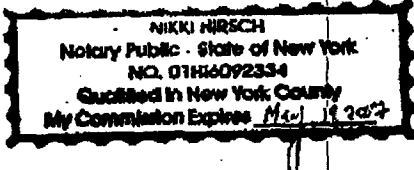
This Assignment of U.S. Marks was executed before me on this 30 day of September 2004, by STEPHEN H. GOODMAN, the CHAIRMAN, PRESIDENT AND CEO of Singer N.V., a Netherlands Antilles corporation, on behalf of said corporation, and acknowledges that he/she was authorized to validly execute documents on behalf of said corporation.

WITNESS by my hand.

  
\_\_\_\_\_  
Notary Public

Nikki Hirsch  
Printed or Typed Name of Notary

My Commission Expires May 19, 2007

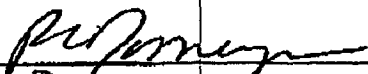


IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of U.S. Marks as of the date first set forth above.

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 Lorenz, 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. 01BR6097608  
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

TO 917033065995

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SCHEDULE 1

to

INSTRUMENT OF U.S. MARKS

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TRADEMARK  
REEL: 002953 FRAME: 0438

TRADEMARK  
REEL: 003664 FRAME: 0464

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

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RECORDED: 10/07/2004

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\*\* TOTAL PAGE: 12 \*\*

RECORDED: 11/08/2007

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