

11-27-2007



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|                       |   |
|-----------------------|---|
| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT   |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ERRONEOUS ASSIGNMENT OF GYROFLEX, REG. NO. 829,069, FROM SINGER N.V. TO KSIN LUXEMBOURG III, S.A.R.L. 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 |
|-------------------------|--------------|

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<br>(Rev. 10/02)<br>OMB No. 0551-0027 (exp. 6/30/2005)   |  | <b>RECORDATION FORM COVER SHEET<br/>TRADEMARKS ONLY</b>  |  | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |  |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.   |  |  |  |   |  |
| <b>1. Name of conveying party(ies):</b><br>Singer N.V.<br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation-State: Netherlands Antilles<br><input type="checkbox"/> Other:<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                            |  | <b>2. Name and address of receiving party(ies):</b><br>Name: <u>KSIN Luxembourg III, S.ar.l.</u><br>Internal Address: <u>c/o Halsey Group S.ar.l.</u><br>Street Address: <u>174 Route de Longwy,</u><br><br>City: _____<br>Country: <u>Luxembourg</u> Zip: <u>L-1940</u><br><input type="checkbox"/> Individual(s) citizenship: _____<br><input type="checkbox"/> Association: _____<br><input type="checkbox"/> General Partnership: _____<br><input type="checkbox"/> Limited Partnership: _____<br><input checked="" type="checkbox"/> Corporation-State: <u>Luxembourg</u><br><input type="checkbox"/> Other: _____<br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>(Designations must be a separate document from assignment)<br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |   |  |
| <b>3. Nature of Conveyance:</b><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other:<br><br>Execution Date: <u>9/30/04</u>   |  |  |  |   |  |
| <b>4. Application Number(s) or Registration Number(s):</b><br>A. Trademark Application No.(s):<br><u>75/871,812      71/620,280      72/229,343</u><br><u>74/690,796      75/814,803      78/168,322</u><br><u>72,298,630      78/341,299      78/123,142</u><br>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>B. Trademark Registration No.(s):<br>_____<br>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |   |  |
| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br>Name: <u>Erin A. Dugan, IP Paralegal</u><br><u>Ropes &amp; Gray LLP</u><br><br>Internal Address: <u>Atty. Dkt.: KOLC-029 (#3)</u><br>Street Address: <u>One International Place</u><br><br>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>   |  | <b>6. Total Number of applications and registrations involved:</b> <u>29</u><br><b>7. Total fee (37 CFR 3.41)</b> \$ <u>740.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account<br><input type="checkbox"/> Authorized to be charged to credit card<br>(Form 2038 enclosed)<br><b>8. Deposit account number:</b> <u>18-1945</u><br>(Attach duplicate copy of this page if paying by deposit account)  |  |   |  |
| <b>DO NOT USE THIS SPACE</b>  |  |  |  |   |  |
| <b>9. Statement and signature:</b><br><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><br><br><u>William G. Goss, Esq.</u> <u>William Goss</u> <u>10/17/04</u><br>Name of Person Signing      Signature      Date<br>Total number of pages including cover sheet, attachments, and document: <u>10</u>   |  |  |  |   |  |

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**TRADEMARK**  
REEL: 002953 FRAME: 0431

**TRADEMARK**  
REEL: 003670 FRAME: 0109

Form PTO-1594

**RECORDATION FORM COVER SHEET (continued)**

Page 2 of 2

**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:

- 71/102,540
- 73/077,034
- 72/437,867
- 72/213,484
- 75/100,411
- 71/102,541
- 72/180,032
- 75/009,172
- 72/450,385
- 75/423,886
- 76/381,564
- 78/070,606
- 74/285,131
- 72/455,287
- 74/644,733
- 72/199,631
- 73/627,070
- 73/334,926
- 73/397,618
- 73/428,180

Additional Registration Number(s)  
4B continued:

Additional numbers attached?

Yes

No

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

**TRADEMARK**  
**REEL: 003670 FRAME: 0110**

**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 Ruyterkade 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

KSIN 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 C.E.O. 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.

[Signature]  
Notary Public

NIKKI HIRSCH  
Printed or Typed Name of Notary

My Commission Expires May 19, 2007

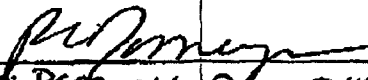


IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of U.S. Marks as of the date first set forth above.

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 Roney, 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. 01BR6097508  
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

P. 10

SCHEDULE 1

to

INSTRUMENT OF U.S. MARKS

-5-

TRADEMARK  
REEL: 002953 FRAME: 0438

TRADEMARK  
REEL: 003670 FRAME: 0116

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<br>(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<br>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<br>WOMAN AT MACHINE   | Renewed          | 71/102,541       | 7  |
| OUTLINE "S" WITH<br>WOMAN AT MACHINE   | Renewed          | 72/180,032       | 2,4,13,15,19,21<br>23,25,26,29,35,<br>38,40,42,43,50<br>& 52 |
| PICTALL                                | Registered       | 75/009,172       | 9  |
| PROFESSIONAL                           | Renewed          | 72/460,386       | 23   |
| PROFESSIONAL SEW-<br>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 &<br>Design | Renewed               | 73/428,180            | 42 |
| <del>CHEROKEE</del>          | <del>Registered</del> | <del>73/428,180</del> | 9  |

**Ann Winters**

---

**From:** etas-server@uspto.gov  
**Sent:** Wednesday, November 14, 2007 2:16 PM  
**To:** Ann Winters  
**Subject:** Assignment confirmation receipt ID:TM99908

**Attachments:** EASTM99908.html



EASTM99908.html  
(5 KB)

**ELECTRONIC TRADEMARK ASSIGNMENT SYSTEM (ETAS) CONFIRMATION RECEIPT**

The USPTO has received a Trademark Assignment submitted through the Electronic Trademark Assignment System (ETAS). This is the only acknowledgement of receipt that will be transmitted for this ETAS submission. The submission may not be recalled.

After review by Assignment Services Division personnel a Notice of Recordation/Non-Recordation will be returned via fax. USPTO will attempt to fax to the number provided in the submission; fax failures will be delivered via US Postal Service to the Correspondence Address provided in the submission.

If a communication from the Assignment Services Division has not been received within 60 days of your confirmation receipt contact the Assignment Services Division Customer Service Desk at 571-272-3350 or send an e-mail to etas@uspto.gov.

If you have a technical question, comment or concern about your ETAS submission call 571-272-3350 during business hours or e-mail to etas@uspto.gov. Please have your ETAS receipt ID which is 'EASTM99908' available when calling or writing for assistance.

A printable version of the Confirmation Receipt is attached to this e-mail.

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Electronic Assignment Server at <http://etas.uspto.gov>

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**Electronic Trademark Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

|  |                                   |                       |                         |
|--|-----------------------------------|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                    |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>   | CHANGE OF NAME                    |                       |                         |
| <b>CONVEYING PARTY DATA</b>  |                                   |                       |                         |
| <b>Name</b>  | <b>Formerly</b>                   | <b>Execution Date</b> | <b>Entity Type</b>      |
| Intermec Corporation   |                                   | 09/04/1997            | CORPORATION: WASHINGTON |
| <b>RECEIVING PARTY DATA</b>  |                                   |                       |                         |
| <b>Name:</b>   | Intermec Technologies Corporation |                       |                         |
| <b>Street Address:</b>   | 6001 - 36th Avenue W.             |                       |                         |
| <b>City:</b>   | Everett                           |                       |                         |
| <b>State/Country:</b>  | WASHINGTON                        |                       |                         |
| <b>Postal Code:</b>  | 98203                             |                       |                         |
| <b>Entity Type:</b>  | CORPORATION: WASHINGTON           |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>   |                                   |                       |                         |
| <b>Property Type</b>   | <b>Number</b>                     | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>  | 1467053                           | INTERMEC              |                         |
| <b>CORRESPONDENCE DATA</b>   |                                   |                       |                         |
| <b>Fax Number:</b>   | (206)682-6031                     |                       |                         |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                   |                       |                         |
| <b>Phone:</b>  | 206-622-4900                      |                       |                         |
| <b>Email:</b>  | annw@seedip.com                   |                       |                         |

USPTO. ETAS. Receipt

Page 2 of 2

|  |                           |
|--|---------------------------|
| <b>Correspondent Name:</b>   | Seed IP Law Group PLLC    |
| <b>Address Line 1:</b>   | 701 Fifth Avenue          |
| <b>Address Line 2:</b>   | Suite 5400                |
| <b>Address Line 4:</b>   | Seattle, WASHINGTON 98104 |
| <b>ATTORNEY DOCKET NUMBER:</b>                                       | 480062.255                |
| <b>NAME OF SUBMITTER:</b>  | Kevin S. Costanza         |
| <b>Signature:</b>  | /Kevin S. Costanza/       |
| <b>Date:</b>   | 11/14/2007                |
| <b>Total Attachments: 1</b><br>source=Intermec Name Change#page1.tif |                           |
| <b>RECEIPT INFORMATION</b>   |                           |
| <b>ETAS ID:</b>  | TM99908                   |
| <b>Receipt Date:</b>   | 11/14/2007                |
| <b>Fee Amount:</b>   | \$40                      |

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# STATE of WASHINGTON



## SECRETARY of STATE

*I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,*

hereby certify this certificate that the attached is a true and correct copy of

**CERTIFICATE OF AMENDMENT**

of

**INTERMEC CORPORATION**

**Amending and Restating Articles; Changing name to INTERMEC TECHNOLOGIES CORPORATION**

as filed in this office on September 4, 1997.



*Date: September 30, 1997  
Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

*RALPH H. MUNRO*  
Ralph Munro, Secretary of State

TOTAL P.02