

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplicity Pattern Co. Inc.		01/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 26		
Property Type	Number	Word Mark
Registration Number:	4064194	CHERISH BY SIMPLICITY
Registration Number:	2106457	DESIGN YOUR OWN
Registration Number:	4081352	I TAUGHT MYSELF TO CROCHET
Registration Number:	4103189	I TAUGHT MYSELF KNITTING
Registration Number:	1664976	IT'S SO EASY IT'S SIMPLICITY
Registration Number:	805145	JIFFY
Registration Number:	1553693	NEW LOOK
Registration Number:	4071855	SEWSIMPLE
Registration Number:	1426278	SIMPLICITY
Registration Number:	1482464	SIMPLICITY
Registration Number:	514739	SIMPLICITY
Registration Number:	508225	SIMPLICITY
Registration Number:	2280074	SIMPLICITY
Registration Number:	3396194	SIMPLICITY

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Registration Number:	3865506	SIMPLICITY
Registration Number:	3752180	SIMPLICITY
Registration Number:	2585152	SIMPLICITY TRIMS
Registration Number:	1914892	SIMPLY THE BEST
Registration Number:	4071952	WORKROOM
Registration Number:	1784085	YES I CAN
Registration Number:	3865540	C.C. BIGGER
Registration Number:	891787	STYLE
Registration Number:	1135739	YES I CAN!
Serial Number:	85616909	LOOKBOOK
Serial Number:	85451916	IT'S SO EASY IT'S SIMPLICITY
Serial Number:	85281434	UROCKIT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: emendes@paulweiss.com, dgaier@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19338-005
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	01/30/2013

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 30, 2013 by Simplicity Pattern Co. Inc., a Delaware corporation (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a ABL Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the other pledgors party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto; and
- (b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

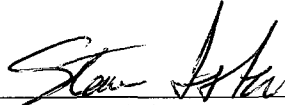
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SIMPLICITY PATTERN CO. INC.,
as Pledgor

By:  _____

Name: Steven Isko
Title: Executive Vice President,
General Counsel and Secretary


[Signature Page- Trademark Security Agreement ABL]

TRADEMARK
REEL: 004952 FRAME: 0188

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**


By: 
Name: **Benjamin Souh**
Title: **Vice President**

[Signature Page- Trademark Security Agreement ABL]

TRADEMARK
REEL: 004952 FRAME: 0189

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Status	Registered Owner	App. Number	Application Date	Reg. No.	Reg. Date
CHERISH BY SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	85/048215	05/26/2010	4064194	11/29/2011
DESIGN YOUR OWN	Registered	Simplicity Pattern Co. Inc.	75/089650	04/17/1996	2106457	10/21/1997
I TAUGHT MYSELF CROCHET	Registered	Simplicity Pattern Co. Inc.	85/277147	03/25/2011	4081352	01/03/2012
I TAUGHT MYSELF KNITTING	Registered	Simplicity Pattern Co. Inc.	85/277138	03/25/2011	4103189	02/21/2012
IT'S SO EASY IT'S SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	74/043946	03/30/1990	1664976	11/19/1991
JIFFY	Registered	Simplicity Pattern Co. Inc.	72/205363	11/02/1964	805145	03/08/1966
LOOKBOOK	Pending	Simplicity Pattern Co. Inc.	85/616909	05/04/2012	N/A	N/A
NEW LOOK	Registered	Simplicity Pattern Co. Inc.	73/714338	03/02/1988	1553693	08/29/1989
SEW SIMPLE	Registered	Simplicity Pattern Co. Inc.	85/198116	12/15/2010	4071855	12/13/2011
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	73/579797	01/27/1986	1426278	01/27/1987
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	73/672689	07/17/1987	1482464	03/29/1988
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	71/541710	11/19/1947	514739	09/06/1949
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	71/541711	11/19/1947	508225	04/05/1949
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	75/435829	02/17/1998	2280074	09/21/1999
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	78/810830	02/09/2006	3396194	03/11/2008
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	77/784953	07/20/2009	3865506	10/19/2010
SIMPLICITY	Registered	Simplicity Pattern Co. Inc.	77/784971	07/20/2009	3752180	02/23/2010
SIMPLICITY TRIMS	Registered	Simplicity Pattern Co. Inc.	76/289950	07/25/2001	2585152	06/25/2002
SIMPLY THE BEST	Registered	Simplicity Pattern Co. Inc.	74/562004	08/17/1994	1914892	08/29/1995
WORKROOM	Registered	Simplicity Pattern Co. Inc.	85/238660	02/10/2011	4071952	12/13/2011
YES I CAN	Registered	Simplicity Pattern Co. Inc.	74/288707	06/24/1992	1784085	07/27/1993

Mark	Status	Registered Owner	App. Number	Application Date	Reg. No.	Reg. Date
C.C. BIGGER C.C. BIGGER	Registered	Simplicity Pattern Co. Inc.	77-793720	July 30, 2009	3,865,540	October 19, 2010
IT'S SO EASY IT'S SIMPLICITY IT'S SO EASY IT'S SIMPLICITY	Pending	Simplicity Pattern Co. Inc.	85-451916	October 20, 2011		
STYLE	Registered	Simplicity Pattern Co. Inc.	72-304022	July 31, 1968	891,787	May 26, 1970
UROCKIT UROCKIT	Pending	Simplicity Pattern Co. Inc.	85-281434	March 30, 2011		
YES I CAN! (Stylized) 	Registered	Simplicity Pattern Co. Inc.	73-197873	December 22, 1978	1,135,739	May 20, 1980