

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handi Quilter, Inc.		12/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as administrative agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4314601	TRUSTITCH	
Registration Number:	4314602	TRUSTITCH	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP, 50 South 6th St		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M229823		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

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TRADEMARK

Date:

12/23/2013

**Total Attachments: 3**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of December 16, 2013, by and from HANDI QUILTER, INC., a Delaware corporation ("Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Grantee").

WHEREAS, Grantor, the Lenders and the Grantee are parties to an Amended and Restated Credit Agreement dated December 16, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates that certain Credit Agreement dated November 14, 2011 (the "Initial Credit Agreement");

WHEREAS, Grantor, certain affiliates of the Grantor, and the Grantee have entered into a Pledge and Security Agreement dated November 14, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, since the execution of the Initial Credit Agreement, Grantor has acquired the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks granted under this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in the Trademarks.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**HANDI QUILTER, INC.**

By: 

Name: William C. Connell

Title: Vice President and Secretary

Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005181 FRAME: 0126**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

No.	Mark	Reg. No./ App. No.	Status	Owner	Reg. Date/ Filing Date	Country
1.	TRUSTITCH	4,314,601	Registered	Handi Quilter, Inc.	4/2/13	United States
2.	TruStitch	4,314,602	Registered	Handi Quilter, Inc.	4/2/13	United States