

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM434570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSIN LUXEMBOURG III, S.A.R.L.		06/27/2017	société à responsabilité limitée:
RECEIVING PARTY DATA			
Name:	General Electric Company		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	4161942	S SINGER SEWING MACHINES 160TH ANNIVERSA	
Registration Number:	4265545		
Registration Number:	3979443	BRILLIANCE	
Registration Number:	3912081	CLASSIC FINISH	
Registration Number:	3490002	CONFIDENCE	
Registration Number:	3887826	CONFIDENCE STYLIST	
Registration Number:	3501737	CURVY	
Registration Number:	3496520	EASY SINGER STYLE	
Registration Number:	3912083	EXPERT FINISH	
Registration Number:	0867136	FASHION MATE	
Registration Number:	3974978	FEATHERWEIGHT	
Registration Number:	3743342	FUTURA	
Registration Number:	3952576	FUTURA QUARTET	
Registration Number:	4523288	FUTURA QUINTET	
Registration Number:	2879132	HANDY STITCH	
Registration Number:	3451150	INSPIRATION	
Registration Number:	5041912	LEGACY	
Registration Number:	4150689	MAGIC STEAM PRESS	
Registration Number:	3912082	PERFECT FINISH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4136449	PERFECT FINISH
Registration Number:	0990815	PROFESSIONAL
Registration Number:	3716595	PROFESSIONAL 5
Registration Number:	2366797	PROFESSIONAL SEW-WARE
Registration Number:	3929864	PROMISE
Registration Number:	2527687	QUANTUM
Registration Number:	3858272	QUANTUM STYLIST
Registration Number:	3828810	QUIKFIX
Registration Number:	3578075	S
Registration Number:	3406216	S
Registration Number:	3628117	S
Registration Number:	3578076	S
Registration Number:	4538326	S
Registration Number:	3514981	SEW ESSENTIALS
Registration Number:	3864750	SEW MATE
Registration Number:	4046885	SEWING MADE EASY
Registration Number:	4538308	SIGNATURE
Registration Number:	0064950	SINGER
Registration Number:	0146608	SINGER
Registration Number:	0382638	SINGER
Registration Number:	0577125	SINGER
Registration Number:	0786974	SINGER
Registration Number:	3392601	SINGER
Registration Number:	3632491	SINGER
Registration Number:	2865618	SINGER
Registration Number:	4969585	SINGER
Registration Number:	3469798	SINGER ESTEEM
Registration Number:	4540013	SINGER HERITAGE
Registration Number:	3945811	SINGER HOME ESSENTIALS
Registration Number:	3455655	SINGER INSPIRATION
Registration Number:	4046886	SINGER IS SEWING MADE EASY
Registration Number:	5041913	SINGER LEGACY
Registration Number:	4440803	SINGER ONE
Registration Number:	4046884	S SINGER SEWING MADE EASY
Registration Number:	3496519	SINGER SIMPLE
Registration Number:	4195613	SINGER SIMPLE
Registration Number:	4625200	STARLET
Registration Number:	4847224	START

Property Type	Number	Word Mark
Registration Number:	3932095	STEAMWORKS
Registration Number:	4610091	STUDIO
Registration Number:	3051483	STYLIST
Registration Number:	4030082	SUPERB
Registration Number:	3511163	SWIFTSMAST
Registration Number:	3868653	TALENT
Registration Number:	3541335	TRADITION
Registration Number:	4656628	ULTIMATE FINISH
Registration Number:	4440809	VIVO

CORRESPONDENCE DATA

Fax Number: 2162410816

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

Phone: (216)622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee Halter & Griswold LLP

Address Line 1: 1405 E. 6th Street

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Mark W McDougall
SIGNATURE:	/Mark W McDougall/
DATE SIGNED:	07/11/2017

Total Attachments: 11

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Trademark and Patent Security Agreement

This **Trademark and Patent Security Agreement**, is made this 27th of June, 2017 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Company (as successor in interest by merger to General Electric Capital Corporation) in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Global Guaranty and Pledge Agreement, dated as of June 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), in favour of the Agent entered into in connection with that certain Credit Agreement, dated as of June 27, 2012, among Singer Sewing Company, as a Borrower and as the Borrower Representative, the other Borrowers party thereto, the Credit Parties party thereto, General Electric Capital Corporation, as Administrative Agent and Revolver Agent, L/C Issuer and as a Lender, and the additional Lenders from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Pledge Agreement, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark and Patent Collateral. The Grantor hereby pledges and grants to the 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 the following Pledged Collateral of such Pledger:

- (a) registered Trademarks and Patents, and applications therefore, of such Pledger listed on Schedule 1 and 2 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks and Patents; and
- (d) all Proceeds of any and all of the foregoing.

Section 3. Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Pledge 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 Agreement is deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgers an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, and lien and security interest in the Trademarks and Patents under this Agreement.

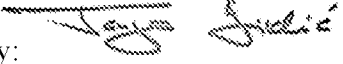
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

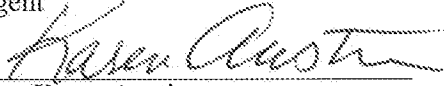
IN WITNESS WHEREOF, Grantor has caused this Trademark and Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KSIN LUXEMBOURG III, S.A.R.L

By: 
Name: Tanja Mannheim
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric
Capital Corporation)
as Agent

By: 

Name: Karen Austin

Title: Authorized Signatory

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
160 TH ANNIVERSARY LOGO	U.S.	85/232,415	4,161,942	19 Jun 2012	Registered
BIRD IN FLIGHT (160 DESIGN)	U.S.	85/448,673	4,265,545	25 Dec 2012	Registered
BRILLIANCE	U.S.	85/049,325	3,979,443	4 Jun 2011	Registered
CLASSIC FINISH	U.S.	77/851,892	3,912,081	25 Jan 2011	Registered
CONFIDENCE	U.S.	77/287,030	3,490,002	19 Aug 2008	Registered
CONFIDENCE STYLIST	U.S.	77/889,596	3,887,826	7 Dec 2010	Registered
CURVY	U.S.	77/404,968	3,501,737	16 Sep 2008	Registered
EASY SINGER STYLE	U.S.	77/103,640	3,496,520	2 Sep 2008	Registered
EXPERT FINISH	U.S.	77/851,903	3,912,083	25 Jan 2011	Registered
FASHION MATE	U.S.	72/298,630	867,136	25 Mar 1969	Registered
FEATHERWEIGHT	U.S.	77/585,309	3,974,978	7 Jun 2011	Registered
FUTURA	U.S.	78/341,299	3,743,342	26 Jan 2010	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
FUTURA QUARTET	U.S.	85/049,317	3,952,576	26 Apr 2011	Registered
FUTURA QUINTET	U.S.	85/919,817	4,523,288	29 Apr 2014	Registered
HANDY STITCH	U.S.	78/168,322	2,879,132	31 Aug 2004	Registered
INSPIRATION	U.S.	78/849,407	3,451,150	17 Jun 2008	Registered
LEGACY	U.S.	86/486,582	5,041,912	13 Sep 2016	Registered
MAGIC STEAM PRESS	U.S.	85/023,011	4,150,689	29 May 2012	Registered
PERFECT FINISH	U.S.	77/851,898	3,912,082	25 Jan 2011	Registered
PERFECT FINISH	U.S.	85/202,796	4,136,449	1 May 2012	Registered
PROFESSIONAL	U.S.	72/460,386	990,815	13 Aug 1974	Registered
PROFESSIONAL 5	U.S.	77/576,608	3,716,595	24 Nov 2009	Registered
PROFESSIONAL SEW-WARE	U.S.	75/423,886	2,366,797	11 Jul 2000	Registered
PROMISE	U.S.	77/905,026	3,929,864	8 Mar 2011	Registered
QUANTUM	U.S.	78/070,606	2,527,687	8 Jan 2002	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
QUANTUM STYLIST	U.S.	77/895,688	3,858,272	5 Oct 2010	Registered
QUICKFIX	U.S.	77/4554,254	3,828,810	3 Aug 2010	Registered
S & DESIGN -4	U.S.	78/932,085	3,578,075	17 Feb 2009	Registered
S (CAMEO DESIGN)	U.S.	77/103,629	3,406,216	1 Apr 2008	Registered
S (CAMEO DESIGN)	U.S.	77/392,465	3,628,117	26 May 2009	Registered
S (CAMEO DESIGN)	U.S.	78/932,246	3,578,076	17 Feb 2009	Registered
S THREAD NEEDLE DEVICE	U.S.	85/574,833	4,538,326	27 May 2014	Registered
SEW ESSENTIALS	U.S.	77/271,585	3,514,981	14 Oct 2008	Registered
SEW MATE	U.S.	77/155,974	3,864,750	19 Oct 2010	Registered
SEWING MADE EASY	U.S.	85/189,977	4,046,885	25 Oct 2011	Registered
SIGNATURE	U.S.	85/568,035	4,538,308	27 May 2014	Registered
SINGER	U.S.	71/027,683	64,950	27 Aug 1907	Registered
SINGER	U.S.	71/143,789	146,608	13 Sep 1921	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
SINGER	U.S.	71/431,537	382,638	5 Nov 1940	Registered
SINGER	U.S.	71/629,694	577,125	7 Jul 1953	Registered
SINGER	U.S.	72/180,031	786,974	23 Mar 1965	Registered
SINGER	U.S.	77/103,633	3,392,601	4 Mar 2008	Registered
SINGER	U.S.	77/392,451	3,632,491	2 Jun 2009	Registered
SINGER	U.S.	78/070,604	2,865,618	20 Jul 2004	Registered
SINGER	U.S.	86/417,160	4,969,585	31 May 2016	Registered
SINGER ESTEEM STYLIZED AND/OR DESIGN	U.S.	78/964,010	3,469,798	15 Jul 2008	Registered
SINGER HERITAGE & DESIGN	U.S.	85/919,801	4,540,013	27 May 2014	Registered
SINGER HOME ESSENTIALS & DESIGN	U.S.	77/934,606	3,945,811	12 Apr 2011	Registered
SINGER INSPIRATION	U.S.	78/901,363	3,455,655	24 Jun 2008	Registered
SINGER IS SEWING MADE EASY	U.S.	85/189,990	4,046,886	25 Oct 2011	Registered
SINGER LEGACY	U.S.	86/486,707	5,041,913	13 Sep 2016	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
SINGER ONE & DESIGN	U.S.	85/528,532	4,440,803	26 Nov 2013	Registered
SINGER SEWING MADE EASY & DESIGN	U.S.	85/189,972	4,046,884	25 Oct 2011	Registered
SINGER SIMPLE	U.S.	77/103,637	3,496,519	2 Sep 2008	Registered
SINGER SIMPLE	U.S.	85/315,669	4,195,613	21 Aug 2012	Registered
STARLET	U.S.	85/264,304	4,625,200	21 Oct 2014	Registered
START	U.S.	86/361,724	4,847,224	3 Nov 2015	Registered
STEAMWORKS	U.S.	77/869,479	3,932,095	15 Mar 2011	Registered
STUDIO	U.S.	85/375,483	4,610,091	23 Sep 2014	Registered
STYLIST	U.S.	78/175,316	3,051,483	24 Jan 2006	Registered
SUPERB	U.S.	85/180,312	4,030,082	20 Sep 2011	Registered
SWIFTSMAST	U.S.	77/317,126	3,511,163	7 Oct 2008	Registered
TALENT	U.S.	77/905,030	3,868,653	26 Oct 2010	Registered
TRADITION	U.S.	77/287,028	3,541,335	2 Dec 2008	Registered

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
ULTIMATE FINISH	U.S.	85/615,661	4,656,628	16 Dec 2014	Registered
VIVO	U.S.	85/531,257	4,440,809	26 Nov 2013	Registered

SCHEDULE 2

Title	Patent No.	Country	App. No.	Issue Date	Status
SEWING MACHINE	D580,458	U.S.	29/300,117	11 Nov 2008	Granted
SEWING MACHINE	D556,220	U.S.	29/257,729	27 Nov 2007	Granted
SEWING MACHINE	D521,533	U.S.	29/222,623	23 May 2006	Granted
SEWING MACHINE	D580,955	U.S.	29/290,566	18 Nov 2008	Granted
SEWING MACHINE	D490,090	U.S.	29/186,793	18 May 2004	Granted
SEWING MACHINE	D579,030	U.S.	29/290,569	21 Oct 2008	Granted
SEWING MACHINE	D579,467	U.S.	29/290,567	28 Oct 2008	Granted
AIR COMPRESSOR SHROUD	D579,463	U.S.	29/290,568	27 Jan 2009	Granted
SEWING MACHINE NEEDLE HAVING A T-SHAPED SHANK	6,382,117	U.S.	09/815,740	7 May 2002	Granted