

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Singer Sourcing Limited LLC		06/27/2017	Limited Liability Company: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87116632	MAESTRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<i>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.</i>			
<b>Phone:</b>	(216)622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee Halter & Griswold LLP		
<b>Address Line 1:</b>	1405 E. 6th Street		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Mark W McDougall		
<b>SIGNATURE:</b>	/Mark W McDougall/		
<b>DATE SIGNED:</b>	07/11/2017		
<b>Total Attachments: 7</b>			
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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]

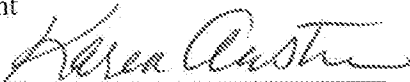
IN WITNESS WHEREOF, Grantor has caused this Trademark and Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SINGER SOURCING LIMITED LLC

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**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
MAESTRO	U.S.	87/116,632			Pending

**SCHEDULE 2**

<b>Title</b>	<b>Patent No.</b>	<b>Country</b>	<b>App. No.</b>	<b>Issue Date</b>	<b>Status</b>
TOP FEEDER FOR A SEWING MACHINE	8,387,547	U.S.	13/377,564	5 Mar 2013	Granted
SEWING MACHINE	D671,961	U.S.	29/404,293	4 Dec 2012	Granted
SEWING MACHINE	D671,962	U.S.	29/404,294	4 Dec 2012	Granted
CONTROL OF THREAD FEED FOR A SEWING MACHINE	7,225,747	U.S.	11/079,312	5 Jun 207	Granted
SEWING MACHINE	D601,594	U.S.	29/328,732	6 Oct 2009	Granted
MECHANICALLY OPERATED PRESSER FOOT LIFT ARRANGEMENT AND A SEWING MACHINE COMPRISING THE ARRANGMENT	8,763,543	U.S.	13/001,402	1 Jul 2014	Granted
FEEDER MOVEMENT COMPENSATION	8,985,038	U.S.	13/156,347	24 Mar 2015	Granted
SEWING MACHINE	D744,546	U.S.	29/454,664	1 Dec 2015	Granted
POSITIONING OF SWITCH DATA OBJECTS	8,683,932	U.S.	12/675,518	1 Apr 2014	Granted
STITCHING SYSTEM AND METHOD FOR STITCH STOP EMBELLISHMENTS	8,960,112	U.S.	13/757,245	24 Feb 2014	Granted
FLOWER TEMPLATE	D715,857	U.S.	29/444,237	21 Oct 2014	Granted
FLOWER TEMPLATE	D714,380	U.S.	29/444,235	30 Sep 2014	Granted
TEXTURE HOOP FIXTURE	8,833,281	U.S.	12/791,822	16 Sep 2014	Granted



**SCHEDULE 2**

<b>Title</b>	<b>Patent No.</b>	<b>Country</b>	<b>App. No.</b>	<b>Issue Date</b>	<b>Status</b>
THREAD CUT WITH VARIABLE THREAD CONSUMPTION IN A SEWING MACHINE	8,925,473	U.S.	12/680,736	6 Jan 2015	Granted
METHOD AND ARRANGEMENT FOR A SEWING MACHINE	7,513,203	U.S.	11/443,294	7 Apr 2009	Granted
SEWING MACHINE HAVING A CAMERA FOR FORMING IMAGES OF A SEWING AREA	8,606,390	U.S.	12/809,590	10 Dec 2013	Granted
VARIABLE TIMING SYSTEM OF A SEWING MACHINE AND METHOD FOR SELECTIVELY ADJUSTING A TIMING OF SUCH A SYSTEM	9,631,304	U.S.	14/206,806	25 Apr 2017	Granted