

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444995

|   |  |                       |   |
|---|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | CORRECTIVE ASSIGNMENT  |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | Corrective Assignment to correct the recordal of security interest from Reg. No. 3508368 to Reg. No. 4516215 previously recorded on Reel 006102 Frame 0575. Assignor(s) hereby confirms the assignment of security interest. |                       |   |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900419540  |                       |   |
| <b>CONVEYING PARTY DATA</b>   |  |                       |   |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                              |
| KSIN Luxembourg II, S.A.R.L.  |  | 06/27/2017            | société à responsabilité limitée:<br>LUXEMBOURG |
| <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>Registration Number:</b>   | 3508368  | VITAMINS ON DEMAND    |   |
| <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 East Sixth Street   |                       |   |
| <b>Address Line 2:</b>  | The Calfee Building  |                       |   |
| <b>Address Line 4:</b>  | Cleveland, OHIO 44114-1607   |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 25536/03905  |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Carol A. Costanza  |                       |   |
| <b>SIGNATURE:</b>   | /Carol A. Costanza/  |                       |   |
| <b>DATE SIGNED:</b>   | 09/28/2017   |                       |   |
| <b>Total Attachments: 14</b>  |  |                       |   |

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434554

|                                   |                                      |                            |   |
|-----------------------------------|--------------------------------------|----------------------------|---|
| <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>                              |
| KSIN LUXEMBOURG<br>II,S.A.R.L.    |                                      | 06/27/2017                 | société à responsabilité limitée:<br>LUXEMBOURG |
| <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: 39</b> |                                      |                            |   |
| <b>Property Type</b>              | <b>Number</b>                        | <b>Word Mark</b>           |   |
| <b>Registration Number:</b>       | 3923950                              | 5D                         |   |
| <b>Registration Number:</b>       | 4516215                              | 6D                         |   |
| <b>Registration Number:</b>       | 4255275                              | CACTUS PUNCH               |   |
| <b>Registration Number:</b>       | 2455707                              | COVERLOCK                  |   |
| <b>Registration Number:</b>       | 3480289                              | CREATIVE                   |   |
| <b>Registration Number:</b>       | 2642531                              | DESIGNER                   |   |
| <b>Registration Number:</b>       | 4489335                              | DESIGNER DIAMOND ROYALE    |   |
| <b>Registration Number:</b>       | 3857270                              | DESIGNER RUBY              |   |
| <b>Registration Number:</b>       | 4693113                              | DESIGNER RUBY ROYALE       |   |
| <b>Registration Number:</b>       | 1178863                              | HOBBY                      |   |
| <b>Registration Number:</b>       | 1480459                              | HOBBYLOCK                  |   |
| <b>Registration Number:</b>       | 1416432                              | HUSKYLOCK                  |   |
| <b>Registration Number:</b>       | 2995023                              | IDT                        |   |
| <b>Registration Number:</b>       | 4748254                              | INSPIRA                    |   |
| <b>Registration Number:</b>       | 5023346                              | JADE                       |   |
| <b>Registration Number:</b>       | 3503980                              | KEEPING THE WORLD SEWING   |   |
| <b>Serial Number:</b>             | 86715425                             | MADE FOR SEWERS. BY SEWERS |   |
| <b>Registration Number:</b>       | 3406351                              | MY EMBROIDERIES            |   |
| <b>Registration Number:</b>       | 4078432                              | OPAL                       |   |
| <b>TRADEMARK</b>                  |                                      |                            |   |

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| Property Type        | Number  | Word Mark                     |
|----------------------|---------|-------------------------------|
| Registration Number: | 4515021 | OPAL                          |
| Registration Number: | 4889841 | PERFECTION STARTS HERE.       |
| Registration Number: | 3508368 | VITAMINS ON DEMAND            |
| Registration Number: | 0648906 | PFAFF                         |
| Registration Number: | 4863516 | PFAFF PERFECTION STARTS HERE. |
| Registration Number: | 2908382 | KANEBO                        |
| Registration Number: | 4515146 | POWERQUILTER                  |
| Registration Number: | 3871711 | QUILT ARTIST                  |
| Registration Number: | 3881491 | QUILTSEWCLEVER                |
| Registration Number: | 4150775 | SEW SAVVY SAVINGS             |
| Registration Number: | 1424651 | SEWING ADVISOR                |
| Registration Number: | 4191847 | TRIBUTE                       |
| Registration Number: | 4534042 | TRUE                          |
| Registration Number: | 4491832 |                               |
| Registration Number: | 4530093 | TRUEMBROIDERY                 |
| Registration Number: | 4366871 | VANTAGE                       |
| Registration Number: | 4443322 | VANTAGE                       |
| Registration Number: | 1013813 | VIKING                        |
| Registration Number: | 2580578 | VIKING                        |
| Registration Number: | 2737000 | VIKING                        |

**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:** 07/07/2017

**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.

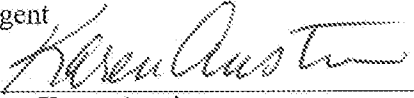
KSIN LUXEMBOURG II, S.A.R.L

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

| <b>Trademark</b>     | <b>Jurisdiction</b> | <b>App. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|----------------------|---------------------|-----------------|-----------------|------------------|---------------|
| 5D                   | U.S.                | 77/859,050      | 3,923,950       | 22 Feb 2011      | Registered    |
| 6D                   | U.S.                | 85/903,521      | 4,516,215       | 15 Apr 2014      | Registered    |
| ACTIVSTITCH          | U.S.                | 79/096,903      | 4,058,312       | 22 Nov 2011      | Registered    |
| AMBITION             | U.S.                | 79/094,673      | 4,017,954       | 30 Aug 2011      | Registered    |
| AMBITION ESSENTIAL   | U.S.                | 79/111,128      | 4,184,898       | 7 Aug 2012       | Registered    |
| CACTUS PUNCH         | U.S.                | 85/530,937      | 4,255,275       | 4 Dec 2012       | Registered    |
| COVERLOCK            | U.S.                | 75/438,555      | 2,455,707       | 29 May 2001      | Registered    |
| CREATIVE             | U.S.                | 77/364,335      | 3,480,289       | 5 Aug 2008       | Registered    |
| CREATIVE ICON        | U.S.                | 70/095,378      | 4,024,745       | 13 Sep 2011      | Registered    |
| CREATIVE PERFORMANCE | U.S.                | 79/111,116      | 4,296,848       | 5 Mar 2013       | Registered    |
| CREATIVE SENSATION   | U.S.                | 79/095,378      | 4,024,745       | 13 Sep 2011      | Registered    |
| DESIGNER             | U.S.                | 76/324,506      | 2,642,531       | 29 Oct 2002      | Registered    |

**SCHEDULE 1**

| <b>Trademark</b>                 | <b>Jurisdiction</b> | <b>App. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|----------------------------------|---------------------|-----------------|-----------------|------------------|---------------|
| DESIGNER DIAMOND                 | U.S.                | 79/054,440      | 3,576,506       | 17 Feb 2009      | Registered    |
| DESIGNER DIAMOND ROYALE          | U.S.                | 85/761,113      | 4,489,335       | 25 Feb 2014      | Registered    |
| DESIGNER EPIC                    | U.S.                | 79/163,425      | 4,876,462       | 29 Dec 2015      | Registered    |
| DESIGNER RUBY                    | U.S.                | 77/378,217      | 3,857,270       | 5 Oct 2010       | Registered    |
| DESIGNER RUBY ROYALE             | U.S.                | 86/056,934      | 4,693,113       | 24 Feb 2015      | Registered    |
| DESIGNER TOPAZ                   | U.S.                | 79/053,998      | 3,595,108       | 24 Mar 2009      | Registered    |
| DFS DUAL FEED SYSTEM &<br>DESIGN | U.S.                | 79/095,542      | 4,040,434       | 18 Oct 2011      | Registered    |
| EDEN ROSE                        | U.S.                | 79/116,917      | 4,303,409       | 19 Mar 2013      | Registered    |
| ELEMENT                          | U.S.                | 79/079,154      | 3,828,580       | 3 Aug 2010       | Registered    |
| EMERALD                          | U.S.                | 79/044,367      | 3,480,976       | 5 Aug 2008       | Registered    |
| EXPRESSION                       | U.S.                | 79/037,730      | 3,395,153       | 11 Mar 2008      | Registered    |
| HOBBY                            | U.S.                | 73/295,797      | 1,178,863       | 24 Nov 1981      | Registered    |
| HOBBYLOCK                        | U.S.                | 73/618,083      | 1,480,459       | 15 Mar 1988      | Registered    |

**SCHEDULE 1**

| <b>Trademark</b>                     | <b>Jurisdiction</b> | <b>App. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|--------------------------------------|---------------------|-----------------|-----------------|------------------|---------------|
| HUSKYLOCK                            | U.S.                | 73/592,348      | 1,416,432       | 11 Nov 1986      | Registered    |
| IDT                                  | U.S.                | 78/451,040      | 2,995,023       | 13 Sep 2005      | Registered    |
| INSPIRA                              | U.S.                | 85/528,583      | 4,748,254       | 2 Jun 2015       | Registered    |
| JADE                                 | U.S.                | 86/524,268      | 5,023,346       | 16 Aug 2016      | Registered    |
| JOYOS ADVISOR                        | U.S.                | 79/158,090      | 4,815,372       | 22 Sep 2015      | Registered    |
| KEEPING THE WORLD SEWING<br>& DESIGN | U.S.                | 77/275,891      | 3,503,980       | 23 Sep 2008      | Registered    |
| MADE FOR SEWERS, BY<br>SEWERS        | U.S.                | 86/715,425      |                 |                  | Pending       |
| MY EMBROIDERIES AND<br>DESIGN        | U.S.                | 77/158,260      | 3,406,351       | 1 Apr 2008       | Registered    |
| MYSEWNET                             | U.S.                | 79/173,581      | 4,929,882       | 5 Apr 2016       | Registered    |
| OPAL                                 | U.S.                | 77/401,223      | 4,078,432       | 3 Jan 2012       | Registered    |
| OPAL                                 | U.S.                | 85/386,263      | 4,515,021       | 15 Apr 2014      | Registered    |
| PERFECTION STARTS HERE.              | U.S.                | 85/813,428      | 4,889,841       | 19 Jan 2016      | Registered    |
| PERFORMANCE                          | U.S.                | 79/044,368      | 3,508,368       | 30 Sep 2008      | Registered    |

**SCHEDULE 1**

| <b>Trademark</b>                               | <b>Jurisdiction</b> | <b>App. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|--|---------------------|-----------------|-----------------|------------------|---------------|
| PFAFF  | U.S.                | 72/021,718      | 648,906         | 23 Jul 1957      | Registered    |
| PFAFF PERFECTION STARTS<br>HERE LOGO (ENGLISH) | U.S.                | 85/813,439      | 4,863,516       | 1 Dec 2015       | Registered    |
| PLATINUM                                       | U.S.                | 76/429,969      | 2,908,382       | 2 Aug 2005       | Registered    |
| POWERQUILTER                                   | U.S.                | 85/537,122      | 4,515,146       | 15 Apr 2014      | Registered    |
| QUILT AMBITION                                 | U.S.                | 79/138,743      | 4,558,047       | 1 Jul 2014       | Registered    |
| QUILT ARTIST                                   | U.S.                | 77/911,030      | 3,871,711       | 2 Nov 2010       | Registered    |
| QUILT EXPRESSION                               | U.S.                | 79/037,729      | 3,395,152       | 11 Mar 2008      | Registered    |
| QUILTSEWCLEVER                                 | U.S.                | 77/911,024      | 3,881,491       | 23 Nov 2010      | Registered    |
| SAPPHIRE                                       | U.S.                | 79/031,825      | 3,318,780       | 23 Oct 2007      | Registered    |
| SEW SAVVY SAVINGS                              | U.S.                | 85/090,373      | 4,150,775       | 29 May 2012      | Registered    |
| SEWING ADVISOR                                 | U.S.                | 73/568,687      | 1,424,651       | 13 Jan 1987      | Registered    |
| SMARTER BY PFAFF                               | U.S.                | 79/080,819      | 3,870,379       | 2 Nov 2010       | Registered    |
| TRIBUTE  | U.S.                | 85/375,489      | 4,191,847       | 14 Aug 2012      | Registered    |

**SCHEDULE 1**

| <b>Trademark</b>   | <b>Jurisdiction</b> | <b>App. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b> |
|--------------------|---------------------|-----------------|-----------------|------------------|---------------|
| TRUE               | U.S.                | 85/557,838      | 4,534,042       | 20 May 2014      | Registered    |
| TRUE FLOWER DESIGN | U.S.                | 85/649,197      | 4,491,832       | 4 Mar 2014       | Registered    |
| TRUEEMBROIDERY     | U.S.                | 85/557,857      | 4,530,093       | 13 May 2014      | Registered    |
| VANTAGE            | U.S.                | 85/621,890      | 4,366,871       | 16 Jul 2013      | Registered    |
| VANTAGE            | U.S.                | 85/903,527      | 4,443,322       | 3 Dec 2013       | Registered    |
| VIKING             | U.S.                | 72/444,808      | 1,013,813       | 17 Jun 1975      | Registered    |
| VIKING             | U.S.                | 75/586,932      | 2,580,578       | 18 Jun 2002      | Registered    |
| VIKING             | U.S.                | 75/587,832      | 2,737,000       | 15 Jul 2003      | Registered    |
| PASSPORT           | U.S.                | 79/114,937      | 4,311,197 2     | Apr 2013         | Registered    |

**SCHEDULE 2**

| <b>Title</b>  | <b>Patent No.</b> | <b>Country</b> | <b>App. No.</b> | <b>Issue Date</b> | <b>Status</b> |
|---|-------------------|----------------|-----------------|-------------------|---------------|
| SEWING ORDER FOR BASIC ELEMENTS IN EMBROIDERY   | 7,991,500         | U.S.           | 12/195,513      | 2 Aug 2011        | Granted       |
| POSITIONING OF EMBROIDERY   | 7,702,415         | U.S.           | 11/443,319      | 20 Apr 2010       | Granted       |
| DEVICE FOR CUTTING THREAD IN A SEWING MACHINE AND USE OF THE DEVICE TO PULL DOWN THE UPPER THREAD           | 6,276,289         | U.S.           | 09/350,199      | 21 Aug 2001       | Granted       |
| BUTTON SEWING DEVICE  | 6,591,768         | U.S.           | 10/163,576      | 15 Jul 2003       | Granted       |
| EMBROIDERY DATA GENERATION  | 8,108,062         | U.S.           | 11/551,461      | 31 Jan 2012       | Granted       |
| EMBROIDERY OF PATTERNS  | 7,069,871         | U.S.           | 10/400,696      | 4 Jul 2006        | Granted       |
| MACHINE-ASSISTED FREE-HAND EMBROIDERY METHOD  | 8,161,895         | U.S.           | 12/081,558      | 24 Apr 2012       | Granted       |
| SEWING MACHINE  | D557,291          | U.S.           | 29/274,112      | 12 Nov 2007       | Granted       |
| SEWING MACHINE  | D568,908          | U.S.           | 29/274,291      | 13 May 2008       | Granted       |
| MEMORY READING MODULE HAVING A TRANSPARENT FRONT WITH A KEYPAD  | 6,014,593         | U.S.           | 08/972,110      | 11 Jan 2000       | Granted       |
| PRODUCING AN OBJECT-BASED DESIGN DESCRIPTION FILE FOR AN EMBROIDERY PATTERN FROM A VECTOR-BASED STITCH FILE | 6,510,360         | U.S.           | 09/654,154      | 21 Jan 2003       | Granted       |
| PROVIDING CHARACTER DATA FOR USE BY AN EMBROIDERY MACHINE   | 6,934,599         | U.S.           | 10/419,056      | 23 Aug 2005       | Granted       |
| EMBROIDERY MACHINE CONTROL  | 6,148,247         | U.S.           | 08/922,584      | 14 Nov 2000       | Granted       |

**SCHEDULE 2**

| <b>Title</b>                                | <b>Patent No.</b> | <b>Country</b> | <b>App. No.</b> | <b>Issue Date</b> | <b>Status</b> |
|---|-------------------|----------------|-----------------|-------------------|---------------|
| SEWING MACHINE WITH LARGE STITCH WIDTH      | 8,100,071         | U.S.           | 11/878,251      | 24 Jan 2012       | Granted       |
| THREAD CUTTER                               | 6,516,735         | U.S.           | 09/992,153      | 11 Feb 2003       | Granted       |
| THREAD FEED FOR A SEWING MACHINE            | 7,240,628         | U.S.           | 11/079,293      | 10 Jul 2007       | Granted       |
| PROCESS FOR EMBROIDERING OVERSIZED PATTERNS | 5,865,133         | U.S.           | 09/027,706      | 2 Feb 1999        | Granted       |