

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orchard Yarn and Thread Company Inc.		03/12/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn
Internal Address:	floor l2, ii1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 128

Property Type	Number	Word Mark
Serial Number:	88084978	#HATNOTHATE
Registration Number:	4492287	1878
Registration Number:	5017864	24/7 COTTON
Registration Number:	4450897	ALPINE
Registration Number:	3765367	AMAZING
Serial Number:	87101223	ANYA
Registration Number:	4701661	ARTISAN GIFT WRAP
Registration Number:	2268579	BABY SOFT
Registration Number:	5482727	BABY SOFT BOUCLE
Registration Number:	3805772	BABY'S FIRST
Serial Number:	88050731	BEAUTIFUL YOU
Registration Number:	5109907	BIG SCOOP
Registration Number:	3187168	BOLERO
Registration Number:	4353823	BONBONS
Registration Number:	5206671	BONUS BUNDLE
Registration Number:	3987122	BUNDLE OF JOY
Registration Number:	1269261	CAPE COD
Registration Number:	5520138	CHILLAX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2670643	CHUNKY USA
Registration Number:	5017594	COLOR CLOUDS
Registration Number:	4901994	COLOR MADE EASY
Registration Number:	5038033	COLOR WAVES
Serial Number:	88178260	COLORFUR
Serial Number:	87702665	COMFY COTTON
Registration Number:	5582264	COMFY COTTON BLEND
Registration Number:	3187172	COTTON-EASE
Registration Number:	4569810	COUNTRY
Registration Number:	3427937	CUPCAKE
Registration Number:	4907634	CURVY GIRL
Registration Number:	4443838	DA VINCI
Registration Number:	5014889	DIY WEAVER
Registration Number:	5070359	DIY WEAVER EXTENDER
Registration Number:	5178264	DIYARN
Registration Number:	5206309	FAST-TRACK
Registration Number:	5460801	FEELS LIKE BUTTA
Serial Number:	87790107	FERRIS WHEEL
Registration Number:	3187173	FETTUCCINI
Registration Number:	3859588	FISHERMEN'S WOOL
Registration Number:	5599041	FLIKKA
Registration Number:	3974522	FUN FUR
Registration Number:	0917312	GLITTER KNIT
Registration Number:	2697505	GLITTERSPUN
Registration Number:	4660940	GOLD LEAF
Registration Number:	4999870	HEAD-TO-TOE
Registration Number:	4467692	HEARTLAND
Registration Number:	2048494	HOMESPUN
Registration Number:	4124125	HOMESPUN
Registration Number:	3811963	HOMETOWN USA
Registration Number:	5493329	HOOK WITH A TWIST
Registration Number:	4715794	ICE CREAM
Registration Number:	2228619	IMAGINE
Registration Number:	3187152	INCREDIBLE
Serial Number:	86880873	INTERIORS
Registration Number:	1294378	JAMIE
Registration Number:	2857550	JAMIE CLASSIC
Registration Number:	5188287	JEANS

Property Type	Number	Word Mark
Registration Number:	1524553	JIFFY
Registration Number:	1799424	KEEPSAKE
Registration Number:	4508266	KEPPI
Registration Number:	3187155	LANDSCAPES
Registration Number:	3688390	LB COLLECTION
Registration Number:	2833959	LION
Registration Number:	4667730	LION BRAND
Registration Number:	3896963	LION BRAND CREATIVE FUN FOR EVERYONE CRA
Registration Number:	3175807	LION BRAND YARN
Registration Number:	2864386	LION BRAND YARNS
Registration Number:	4370134	LION BRAND YARNS 1878
Registration Number:	4366119	LION BRAND YARNS 1878
Registration Number:	4787191	LION BRANDAGRAM
Registration Number:	3565304	LION DESIGN
Registration Number:	3592237	LION MEDIA
Registration Number:	4629949	LION'S PRIDE
Registration Number:	4181080	LUXE FUR
Registration Number:	5252540	MANDALA
Registration Number:	4643790	MODERN BABY
Registration Number:	1185849	MOLAINE
Registration Number:	3187175	MYSTERY
Registration Number:	3356987	NATURE'S CHOICE ORGANIC
Registration Number:	5303357	NEW BASIC 175
Serial Number:	87898323	OFF THE HOOK
Registration Number:	5324518	ONE & DONE
Registration Number:	2833953	ORCHARD
Registration Number:	3416416	PATTERN FINDER
Serial Number:	86302279	PELT
Registration Number:	2656510	POLARSPUN
Registration Number:	2450009	POUND OF LOVE
Registration Number:	1235310	PRINTELLE
Registration Number:	4709611	QUICKIE
Serial Number:	87689734	REWIND
Registration Number:	3229944	ROMANCE
Registration Number:	3314741	RUFFLES
Registration Number:	4883108	SCARFIE
Registration Number:	3014724	SENSATIONS
Registration Number:	4966349	SHAWL IN A BALL

Property Type	Number	Word Mark
Serial Number:	87709113	SHAWL IN A CAKE
Registration Number:	4420136	SILKY TWIST
Registration Number:	3193068	SPEED HOOK
Registration Number:	3193152	SPEED STIX
Registration Number:	5591932	SPINELLA
Registration Number:	4638772	SPINNABLES
Registration Number:	1690230	SPORTY
Registration Number:	5591934	STITCHBIRD
Registration Number:	2185846	TEXTURES
Registration Number:	4146110	THE WEEKLY STITCH
Registration Number:	2228620	THICK & QUICK
Registration Number:	5577071	TOTALLY TUBULAR
Registration Number:	5408292	TOUCH OF ALPACA
Registration Number:	5591926	TOUCH OF MERINO
Serial Number:	87784264	TOUCH OF MOHAIR
Registration Number:	3187185	TRELLIS
Serial Number:	87688869	TURNSTYLES
Registration Number:	4110521	TWEED STRIPES
Registration Number:	5442329	TWEED STRIPES
Serial Number:	88178295	TWEEDY PIE
Registration Number:	4505083	UNIQUE
Registration Number:	3355105	VANNA'S CHOICE
Registration Number:	3939510	VANNA'S GLAMOUR
Registration Number:	4725360	VANNA'S TAPESTRY
Registration Number:	4137002	WE'RE WITH YOU EVERY STITCH OF THE WAY
Registration Number:	1788214	WOOL-EASE
Registration Number:	4974899	WOOL-EASE TONAL
Registration Number:	2489650	WOOLSPUN
Registration Number:	5219823	WOW
Registration Number:	5516577	WOW!
Registration Number:	4435089	YARN UNIVERSITY
Registration Number:	5591933	YARNADO
Registration Number:	3600589	YARNCRAFT
Registration Number:	4718213	ZAPS

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

TRADEMARK

REEL: 006590 FRAME: 0505

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 130735-01011

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 03/14/2019

Total Attachments: 48

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of March 12, 2019, is made by ORCHARD YARN AND THREAD COMPANY INC., a New York corporation (“Orchard”, and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as “Lender” under the Credit Agreement referenced below (the “Lender”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Lender, the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Lender has made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Lender, on behalf of and for the benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Patents, Trademarks and Copyrights (each as defined in the Security Agreement) and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Lender’s security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement and Security Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Security Agreement or any other Loan Document, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and lien upon all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Secured Obligations unless and until the Secured Obligations have been indefeasibly satisfied and paid in full in cash and all Commitments under the Credit Agreement have been terminated.

Section 2. Security Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Security Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property Collateral 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.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a compliance certificate under the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly executed and deliver a Supplement to Lender pursuant to this Section 5, each Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Lender that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lender under the Credit Agreement or any of the other Loan Documents or otherwise available to Lender as a secured creditor at law or in equity, Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Credit Agreement or any other Loan Document, each Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Secured Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.


Section 9. Miscellaneous. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 8.01, Section 8.03, Section 8.09 and Section 8.10 of the Credit Agreement are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

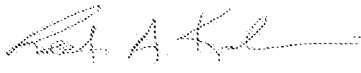
ORCHARD YARN AND THREAD
COMPANY INC

By: 
Name: R. Dean Blumenthal
Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Robert A. Kaulius
Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006590 FRAME: 0513

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

Patent Name	Owner	Patent Number (Pub. Number)	Reg. Date (Pub. Date)
UNIVERSAL HAND LOOM KIT FOR WEAVING AND CREATING EMBELLISHME NTS	Orchard Yarn and Thread Company Inc.	9695527	07/04/2017

2. Trademarks and Trademark Applications:

See attached.

3. Copyrights and Copyright Applications:

None.

QTM Status Report

Report Date 1/22/2019

Page 1

Client: Orchard Yarn and Thread Company Inc.

ID: Country: Mark: Class(es): Reg. Owner: App. #: Filing Dt: Reg. #: Reg. Dt: Renewal Dt: Agent: Status:

15309 Canada	AMAZING	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,956	10/29/2010	814,215	12/19/2011	12/19/2026	Norton Rose Fulbright	Registered
15306 Canada	BABY'S FIRST	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,949	10/29/2010	814,213	12/19/2011	12/19/2026	Norton Rose Fulbright	Registered
19718 Canada	BIG SCOOP	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1792085	7/19/2016	987077	12/19/2017	12/19/2032	Norton Rose Fulbright	Registered
17197 Canada	BONBONS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1664749	2/20/2014	921970	12/1/2015	12/1/2030	Norton Rose Fulbright	Registered
15308 Canada	COTTON-EASE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,955	10/29/2010	814,216	12/19/2011	12/19/2026	Norton Rose Fulbright	Registered
17198 Canada	COUNTRY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1664750	2/20/2014	917440	10/19/2015	10/19/2030	Norton Rose Fulbright	Registered

TRADEMARK

REEL: 006590 FRAME: 0515

OTM Status Report

Report Date 1/22/2019

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Client: Orchard Yarn and Thread Company Inc.

ID: *Mark:* *Class(es):* *Reg. Owner:* *App. #:* *Filing Dt:* *Reg. #:* *Reg. Dt:* *Renewal Dt:* *Agent:* *Status:*

20636 Canada	HEELS LIKE BUTTA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1869035	11/21/2017								Norton Rose Fulbright	Pending Application
16910 Canada	FETTUCINI	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,642,946	9/10/2013								Norton Rose Fulbright	Registered
15303 Canada	FISHERMEN'S WOOL	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,946	10/29/2010								Norton Rose Fulbright	Registered
15302 Canada	FUN FUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,951	10/29/2010								Norton Rose Fulbright	Registered
16621 Canada	HEARTLAND	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1612035	1/30/2013								Norton Rose Fulbright	Registered
15298 Canada	HOMESPUN	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1501944	10/29/2010								Norton Rose Fulbright	Registered

TRADEMARK

REEL: 006590 FRAME: 0516

OTM Status Report

Report Date 1/22/2019

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Client: Orchard Yarn and Thread Company Inc.

ID: *Mark:* *Class(es):* *Reg. Owner:* *App. #:* *Filing Dt:* *Reg. #:* *Reg. Dt:* *Renewal Dt:* *Agent:* *Status:*

17199 Canada	HOMETOWN USA	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1664751	2/20/2014	918729	10/29/2015	10/29/2030	Norton Rose Fulbright	Registered
20341 Canada	ICE CREAM	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1837458	5/12/2017				Norton Rose Fulbright	Pending Application
16622 Canada	IMAGINE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1612036	1/30/2013	917432	10/19/2015	10/19/2030	Norton Rose Fulbright	Registered
15945 Canada	JAMIE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1550267	11/1/2011	838573	12/1/2012	12/1/2027	Norton Rose Fulbright	Registered
17200 Canada	JIFFY	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1,664,753	2/20/2014	938,365	5/19/2016	5/19/2031	Norton Rose Fulbright	Registered
19719 Canada	LANDSCAPES	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	1792090	7/19/2016	980139	9/7/2017	9/7/2032	Norton Rose Fulbright	Registered

TRADEMARK

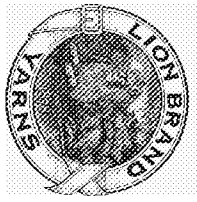
OTM Status Report

Report Date 1/22/2019

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Client: Orchard Yarn and Thread Company Inc.

ID: Mark: Class(es): Reg. Owner: App. #: Filing Dt: Reg. #: Reg. Dt: Renewal Dt: Agent: Status:

17201 Canada	LB COLLECTION	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1664754	2/20/2014	915899	10/2/2015	10/2/2030	Norton Rose Fulbright	Registered
8903 Canada	LION	23, 26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,259,721	5/26/2005	663,301	4/26/2006	4/26/2021	Kaufman Laramee	Registered
17202 Canada	LION BRAND YARN	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,664,755	2/20/2014	908640	7/16/2015	7/16/2030	Norton Rose Fulbright	Registered
16252 Canada	LION BRAND YARNS 1878 & Design	18, 23, 26, 35	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,578,486	5/22/2012	869,965	1/28/2014	1/28/2029	Norton Rose Fulbright	Registered
17277 Canada	LION'S PRIDE 	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1665647	2/27/2014	917489	10/19/2015	10/19/2030	Norton Rose Fulbright	Registered

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Client: Orchard Yarn and Thread Company Inc.

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20342 Canada	MANDALA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1837462	5/12/2017	963464	2/21/2017	2/21/2032	Norton Rose Fulbright	Pending Application
17203 Canada	MODERN BABY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,664,756	2/20/2014	963464	2/21/2017	2/21/2032	Norton Rose Fulbright	Registered
15307 Canada	NATURE'S CHOICE ORGANIC	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,952	10/29/2010	814,217	12/19/2011	12/19/2026	Norton Rose Fulbright	Registered
20881 Canada	OFF THE HOOK	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1901912	5/31/2018				Norton Rose Fulbright	Pending Application
17204 Canada	ORCHARD	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1664757	2/20/2014	918228	10/26/2015	10/26/2030	Norton Rose Fulbright	Registered
17205 Canada	PATTERN FINDER	42	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1664759	2/20/2014	917958	10/22/2015	10/22/2030	Norton Rose Fulbright	Registered

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Client: Orchard Yarn and Thread Company Inc.

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15299 Canada	POUND OF LOVE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,948	10/29/2010	813,966	12/14/2011	12/14/2026	Norton Rose Fulbright	Registered
16623 Canada	ROMANCE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1612037	1/30/2013	926519	1/20/2016	1/20/2031	Norton Rose Fulbright	Registered
19720 Canada	SCARFIE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1792225	7/20/2016	979070	8/22/2017	8/22/2032	Norton Rose Fulbright	Registered
19721 Canada	SHAWL IN A BALL	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1792095	7/19/2016	980140	9/7/2017	9/7/2032	Norton Rose Fulbright	Registered
15301 Canada	THICK & QUICK	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,950	10/29/2010	814,218	12/19/2011	12/19/2026	Norton Rose Fulbright	Registered
20634 Canada	TOTALLY TUBULAR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1869046	11/21/2017				Norton Rose Fulbright	Pending Application

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Client: Orchard Yarn and Thread Company Inc.

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15946	Canada	TWEED STRIPES	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,550,273	11/1/2011	849,939	5/1/2013	5/1/2028	Norton Rose Fulbright	Registered
15297	Canada	VANNA'S CHOICE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,943	10/29/2010	813,964	12/1/2011	12/1/2026	Norton Rose Fulbright	Registered
15305	Canada	VANNA'S GLAMOUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,954	10/29/2010	808,440	10/6/2011	10/6/2026	Norton Rose Fulbright	Registered
15300	Canada	WOOL-EASE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,501,945	10/29/2010	816,007	1/24/2012	1/24/2027	Norton Rose Fulbright	Registered
17206	Canada	WOOLSPUN	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	1,664,760	2/20/2014	963,324	2/20/2017	2/20/2032	Norton Rose Fulbright	Registered
17105	China (People's Republic Of)	AMAZING	23	Orchard Yarn and Thread Company, Inc.	1,359,7720	11/25/2013	1,359,7720	6/28/2016	6/27/2026	IPWELL INTERNATIONAL LAW FIRM	Registered
17102	China (People's Republic Of)	BONBONS	23	Orchard Yarn and Thread Company, Inc.	1,359,7713	11/25/2013	1,359,7713	2/7/2015	2/6/2025	IPWELL INTERNATIONAL LAW FIRM	Registered

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Client: Orchard Yarn and Thread Company Inc.

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ID	Mark	Class(es)	Reg. Owner	App. #	Filing Dt	Reg. #	Reg. Dt	Renewal Dt	Agent	Status
17100	FISHERMEN'S WOOL	23	Orchard Yarn and Thread Company, Inc.	13597708	11/25/2013	13597708	2/7/2015	2/6/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17101	FUN FUR	23	Orchard Yarn and Thread Company, Inc.	13597707	11/25/2013	13597707	2/21/2015	2/20/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17099	HEARTLAND	23	Orchard Yarn and Thread Company, Inc.	13597709	11/25/2013	13597709	2/7/2015	2/6/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
20308	Homespun & LION BRAND 1878 YARNS Logo	23	Orchard Yarn and Thread Company, Inc.	23613325	4/17/2017				IPWELL INTERNATIONAL AL LAW FIRM	Pending Application
17098	HOMETOWN USA	23	Orchard Yarn and Thread Company, Inc.	13597710	11/25/2013	13597710	12/28/2015	12/27/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
19519	LION BRAND	23	Orchard Yarn and Thread Company, Inc.	19716928	4/21/2016	19716928	1/7/2018	1/6/2028	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17110	POUND OF LOVE	23	Orchard Yarn and Thread Company, Inc.	13597716	11/25/2013	13597716	2/28/2015	2/27/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17112	THICK & QUICK	23	Orchard Yarn and Thread Company, Inc.	13597714	11/25/2013	13597714	2/28/2015	2/27/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered

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17106	China (People's Republic Of)	VANNA'S CHOICE	23	Orchard Yarn and Thread Company, Inc.	13597719	11/25/2013	13597719	2/7/2015	2/6/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17107	China (People's Republic Of)	VANNA'S GLAMOUR	23	Orchard Yarn and Thread Company, Inc.	13597718	11/25/2013	13597718	2/7/2015	2/6/2025	IPWELL INTERNATIONAL AL LAW FIRM	Registered
17389	European Union	Amazing & LION BRAND 1878 YARNS Logo	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	12859385	5/8/2014	12859385	5/8/2014	5/8/2024	Bugnion S.p.A. - Milan	Registered
17095	European Union	BABY SOFT	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	12292711	11/8/2013	12292711	4/1/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered
17096	European Union	BABY'S FIRST	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	12292736	11/8/2013	12292736	3/9/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered
17088	European Union	BONBONS	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	12291944	11/8/2013	12291944	3/19/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered

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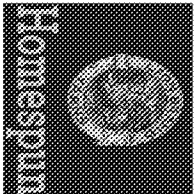
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Client: Orchard Yarn and Thread Company Inc.

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17084 European Union	FISHERMEN'S WOOL	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291861	11/8/2013	12291861	3/19/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered
17085 European Union	FUN FUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291886	11/8/2013	12291886	4/1/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered
17083 European Union	HEARTLAND	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291829	11/8/2013	12291829	3/19/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered
17390 European Union	Homespun & LION BRAND 1878 YARNS Logo 	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12859476	5/8/2014	12859476	9/30/2014	5/8/2024	Bugnion S.p.A. - Milan	Registered
17082 European Union	HOMETOWN USA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291803	11/8/2013	12291803	4/1/2014	11/8/2023	Bugnion S.p.A. - Milan	Registered

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ID:	Mark:	Class(es):	Reg. Owner:	App. #:	Filing Dt:	Reg. #:	Reg. Dt:	Renewal Dt:	Agent:	Status:
17087	IMAGINE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291928	11/8/2013	12291928	4/1/2014	11/8/2023	Bugnon S.p.A. - Milan	Registered
17086	JIFFY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291911	11/8/2013	12291911	3/19/2014	11/8/2023	Bugnon S.p.A. - Milan	Registered
8904	LION	23, 26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	4457669	5/26/2005	4457669	5/26/2005	5/26/2025	Kilburn & Strode	Registered
17391	Thick & Quick LION BRAND 1878 YARNS Logo	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12859591	5/8/2014	12859591	9/24/2014	5/8/2024	Bugnon S.p.A. - Milan	Registered

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REEL: 006590 FRAME: 0525

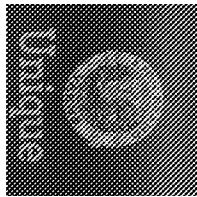
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Client: Orchard Yarn and Thread Company Inc.

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17407 European Union	Unique & LION BRAND 1878 YARNS Logo	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12922837	5/30/2014	12922837	10/16/2014	5/30/2024	Bugnon S.p.A. - Milan	Registered
17093 European Union		23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12292629	11/8/2013	12292629	4/1/2014	11/8/2023	Bugnon S.p.A. - Milan	Registered
17094 European Union	VANNAS GLAMOUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12292652	11/8/2013	12292652	3/19/2014	11/8/2023	Bugnon S.p.A. - Milan	Registered
17089 European Union	WOOL-EASE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	12291977	11/8/2013	12291977	4/1/2014	11/8/2023	Bugnon S.p.A. - Milan	Registered
8906 Guatemala	LION	26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	M-5395-2005	7/26/2005	139700	1/17/2006	1/5/2026	Vieri & Vieri	Registered

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Client: Orchard Yarn and Thread Company Inc.

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8905	Guatemala	LION	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	M-5394-2005	7/26/2005	140073	1/25/2006	1/23/2026	Vieri & Vieri	Registered
13514	Israel	LION	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	212532	6/26/2008	212532	6/26/2008	6/26/2028	S. HOROWITZ & CO.	Registered
13515	Israel	LION	26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	212533	6/26/2008	212533	4/13/2010	6/26/2028	S. HOROWITZ & CO.	Registered
9737	Mexico	LION BRAND YARNS & Design	26	Orchard Yarn & Thread Co., Inc.	757719	12/20/2005	920743	2/23/2006	12/20/2025	Olivares & CIA	Registered
9736	Mexico	LION BRAND YARNS & Design	23	Orchard Yarn & Thread Co., Inc.	757717	12/20/2005	918279	1/30/2006	12/20/2025	Olivares & CIA	Registered

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Client: Orchard Yam and Thread Company Inc.

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13950 Turkey	LION	23	Orchard Yam & Thread Co., Inc.	2009/01181	1/12/2009	2009 01181	3/25/2011	1/12/2029	GRUP OFIS	Registered
21106 United States	#HATNOTHATE	35	Orchard Yam and Thread Company Inc. DBALion Brand Yam Company	88084978	8/20/2018					Pending Application TRADEMARK
16552 United States	1878	23	Orchard Yam and Thread Company Inc. DBALion Brand Yam Company	85799683	12/11/2012	4492287	3/4/2014	3/4/2024		Registered
19344 United States	24/7 COTTON	23	Orchard Yam and Thread Company Inc. DBALion Brand Yam Company	86865921	1/6/2016	5017864	8/9/2016	8/9/2026		Registered
16784 United States	ALPINE	23	Orchard Yam and Thread Company Inc. DBALion Brand Yam Company	85914787	4/25/2013	4450897	12/17/2013	12/17/2023		Registered
14339 United States	AMAZING	23	Orchard Yam and Thread Company Inc. DBALion Brand Yam Company	77744188	5/26/2009	3765367	3/23/2010	3/23/2020		Registered

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Client: Orchard Yarn and Thread Company Inc.

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19700 United States	ANYA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87101223	7/12/2016					Pending Application
17513 United States	ARTISAN GIFT WRAP	16	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86344466	7/22/2014	4701661	3/10/2015	3/10/2025		Registered
8625 United States	BABY SOFT	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	75443083	3/2/1998	2268579	8/10/1999	8/10/2019		Registered
20502 United States	BABY SOFT BOUCLE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87582390	8/24/2017	5482727	5/29/2018	5/29/2028		Pending Application
14373 United States	BABY'S FIRST	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77763716	6/19/2009	3805772	6/22/2010	6/22/2020		Registered
21051 United States	BEAUTIFUL YOU	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	88050731	7/24/2018					Pending Application

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Client: Orchard Yarn and Thread Company Inc.

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19708	United States	BIG SCOOP	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87104350	7/14/2016	5109907	12/27/2016	12/27/2026		Registered
9882	United States	BOLERO	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78815023	2/15/2006	3187168	12/19/2006	12/19/2026		Registered
16499	United States	BONBONS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85763354	10/25/2012	4353823	6/18/2013	6/18/2023		Registered
20072	United States	BONUS BUNDLE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87306859	1/19/2017	5206671	5/16/2017	5/16/2027		Registered
15120	United States	BUNDLE OF JOY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85079356	7/7/2010	3987122	6/28/2011	6/28/2021		Registered

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Client: Orchard Yarn and Thread Company Inc.

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ID	Mark	Class(es)	Reg. Owner	App. #	Filing Dt	Reg. #	Reg. Dt	Renewal Dt	Agent	Status
9364 United States	CAPE COD (STYLIZED)	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	73385222	9/13/1982	1269261	3/6/1984	3/6/2024		Registered
	<i>cape cod</i>									
19623 United States	CHILLAX	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87077406	6/20/2016	5520138	7/17/2018	7/17/2028		Registered
8576 United States	CHUNKY USA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76400308	4/25/2002	2670643	12/31/2002	12/31/2022		Registered
19342 United States	COLOR CLOUDS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86862188	12/30/2015	5017594	8/9/2016	8/9/2026		Registered
18213 United States	COLOR MADE EASY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86727131	8/17/2015	4901994	2/16/2016	2/16/2026		Registered

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Client: Orchard Yarn and Thread Company Inc.

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ID:	Mark:	Class(es):	Reg. Owner:	App. #:	Filing Dt:	Reg. #:	Reg. Dt:	Renewal Dt:	Agent:	Status:
19291 United States	COLOR WAVES	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86838517	12/3/2015	5038033	9/6/2016	9/6/2026		Registered
21230 United States	COLORFLUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	88178260	11/1/2018					Pending Application
20640 United States	COMFY COTTON	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87702665	11/30/2017					Pending Application
20646 United States	COMFY COTTON BLEND	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87707294	12/4/2017	5582264	10/9/2018	10/9/2028		Registered
9883 United States	COTTON-EASE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78815143	2/15/2006	3187172	12/19/2006	12/19/2026		Registered
16909 United States	COUNTRY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86011399	7/16/2013	4569810	7/15/2014	7/15/2024		Registered

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11718 United States	CUPCAKE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77214691	6/25/2007	3427937	5/13/2008	11/13/2028		Registered
18077 United States	CURVY GIRL	9	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86647062	6/1/2015	4907634	3/1/2016	3/1/2026		Registered
16785 United States	DA VINCI	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85914839	4/25/2013	4443838	12/3/2013	12/3/2023		Registered
18387 United States	DIY Weaver	8	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86817876	11/12/2015	5014889	8/2/2016	8/2/2026		Registered
19353 United States	DIY Weaver Extender	8	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86873998	1/13/2016	5070359	10/25/2016	10/25/2026		Registered
19607 United States	DIYarn	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87066391	6/9/2016	5178264	4/4/2017	4/4/2027		Registered

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Client: Orchard Yarn and Thread Company Inc.

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19608 United States	FAST-TRACK	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87066502	6/9/2016	5206309	5/16/2017	5/16/2027		Registered
20503 United States	FEEELS LIKE BUTTA	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87582422	8/24/2017	5460801	5/1/2018	5/1/2028		Registered
20730 United States	FERRIS WHEEL	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87790107	2/8/2018					Pending Application
9884 United States	FETTUCINI	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	78815165	2/15/2006	3187173	12/19/2006	12/19/2026		Registered
14814 United States	FISHERMEN'S WOOL	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	77912970	1/15/2010	3859588	10/12/2010	10/12/2020		Registered
20656 United States	FLIKKA	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87725165	12/18/2017	5599041	11/6/2018	11/6/2028		Registered

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ID: *Mark:* *Class(es):* *Reg. Owner:* *App. #:* *Filing Dt:* *Reg. #:* *Reg. Dt:* *Renewal Dt:* *Agent:* *Status:*

ID:	<i>Mark:</i>	<i>Class(es):</i>	<i>Reg. Owner:</i>	<i>App. #:</i>	<i>Filing Dt:</i>	<i>Reg. #:</i>	<i>Reg. Dt:</i>	<i>Renewal Dt:</i>	<i>Agent:</i>	<i>Status:</i>
15289 United States	FUN FUR	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	85160198	10/25/2010	3974522	6/7/2011	6/7/2021		Registered
9362 United States	GLITTER KNIT	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	72337683	9/11/1969	917312	7/27/1971	7/27/2021		Registered
8591 United States	GLITTERSPUN	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	76374161	2/25/2002	2697505	3/18/2003	3/18/2023		Registered
17217 United States	GOLD LEAF	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86148327	12/19/2013	4660940	12/23/2014	12/23/2024		Registered
18120 United States	HEAD-TO-TOE	26	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86677102	6/29/2015	4999870	7/12/2016	7/12/2026		Registered
16550 United States	HEARTLAND	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	85802269	12/13/2012	4467692	1/14/2014	1/14/2024		Registered

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9813 United States	HOMESPUN	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	75138068	7/15/1996	2048494	3/25/1997	3/25/2027		Registered
15510 United States	HOMESPUN	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	85244951	2/17/2011	4124125	4/10/2012	4/10/2022		Registered
14315 United States	HOMETOWN USA	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	77731512	5/7/2009	3811963	6/29/2010	6/29/2020		Registered
20279 United States	HOOK WITH A TWIST	26	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87390003	3/29/2017	5493329	6/12/2018	6/12/2028		Registered
17553 United States	ICE CREAM	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86373835	8/21/2014	4715794	4/7/2015	4/7/2025		Registered
8617 United States	IMAGINE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	75443084	3/2/1998	2228619	3/2/1999	3/2/2019		Registered

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ID:	Mark:	Class(es):	Reg. Owner:	App. #:	Filing Dt:	Reg. #:	Reg. Dt:	Renewal Dt:	Agent:	Status:
8997 United States	INCREDIBLE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78814581	2/14/2006	3187152	12/19/2006	12/19/2026		Registered
19371 United States	INTERIORS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86880873	1/20/2016					Pending Application TRADEMARK
9363 United States	JAMIE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	73435059	7/18/1983	1294378	9/11/1984	9/11/2024		Registered
9379 United States	JAMIE CLASSIC	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76516090	5/23/2003	2857550	6/29/2004	6/29/2024		Registered
19550 United States	JEANS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87039414	5/17/2016	5188287	4/18/2017	4/18/2027		Registered
9357 United States	JIFFY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	73733316	6/9/1988	1524553	2/14/1989	2/14/2029		Registered

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9398	United States	KEEPSAKE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	74365333	3/8/1993	1799424	10/19/1993	10/19/2023		Registered
16921	United States	KEPPI	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86024915	7/31/2013	4508266	4/1/2014	4/1/2024		Registered
8998	United States	LANDSCAPES	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	78814611	2/14/2006	3187155	12/19/2006	12/19/2026		Registered
13613	United States	LB COLLECTION	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	77570252	9/15/2008	3688390	9/29/2009	9/29/2019		Registered
9342	United States	LION	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	76495861	3/7/2003	2833959	4/20/2004	4/20/2024		Registered
17524	United States	LION BRAND	23, 35	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86351516	7/29/2014	4667730	1/6/2015	1/6/2025		Registered

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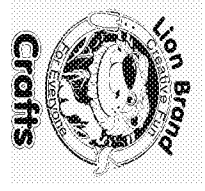
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Client: Orchard Yarn and Thread Company Inc.

ID: Mark: Class(es): Reg. Owner: App. #: Filing Dt: Reg. #: Reg. Dt: Renewal Dt: Agent: Status:

Country: 28 Orchard Yarn and Thread Company Inc. 85031849 5/6/2010 3896963 12/28/2010 12/28/2020 Registered

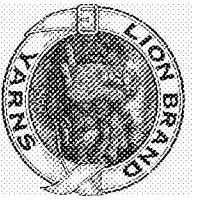
14813 United States	LION BRAND CREATIVE FUN FOR EVERYONE CRAFTS & Design	28	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85031849	5/6/2010	3896963	12/28/2010	12/28/2020	Registered
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8770 United States	LION BRAND YARN	18, 26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76592354	5/17/2004	3175807	11/28/2006	11/28/2026	Registered
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9378 United States	LION BRAND YARNS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76495862	3/7/2003	2864386	7/20/2004	7/20/2024	Registered
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16748 United States	LION BRAND YARNS 1878 & Design	23, 35	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85979269	9/21/2011	4370134	7/16/2013	7/16/2023	Registered
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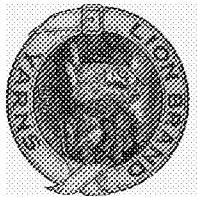
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Client: Orchard Yarn and Thread Company Inc.

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Country:

ID:	Mark:	Class(es):	Reg. Owner:	App. #:	Filing Dt:	Reg. #:	Reg. Dt:	Renewal Dt:	Agent:	Status:
16749 United States	LION BRAND YARNS 1878 & Design (color)	23, 35	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85979215	9/21/2009	4366119	7/9/2013	7/9/2023		Registered
										
17439 United States	LION BRANDAGRAM	16	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86310944	6/16/2014	4787191	8/4/2015	8/4/2025		Registered
11614 United States	LION DESIGN	35	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77164515	4/24/2007	3565304	1/20/2009	1/20/2019		Registered
11991 United States	LION MEDIA	35	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77275305	9/10/2007	3592237	3/17/2009	3/17/2019		Registered
17244 United States	LION'S PRIDE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86172192	1/22/2014	4629949	10/28/2014	10/28/2024		Registered

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16034 United States	LUXE FUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85501348	12/21/2011	4181080	7/24/2012	7/24/2022		Registered
19845 United States	MANDALA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87217562	10/27/2016	5252540	7/25/2017	7/25/2027		Registered
17153 United States	MODERN BABY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86126043	11/21/2013	4643790	11/25/2014	11/25/2024		Registered
9371 United States	MOLAINE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	73281636	10/14/1980	1185849	1/12/1982	1/12/2022		Registered
9886 United States	MYSTERY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78815210	2/15/2006	3187175	12/19/2006	12/19/2026		Registered
11580 United States	NATURE'S CHOICE ORGANIC	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77153810	4/11/2007	3356987	12/18/2007	12/18/2027		Registered

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19927 United States	NEW BASIC 175	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87252574	11/30/2016	5303357	10/3/2017	10/3/2027		Registered
20873 United States	OFF THE HOOK	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87898323	4/27/2018					Pending Application TRADEMARK
19374 United States	ONE & DONE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86882456	1/21/2016	5324518	10/31/2017	10/31/2027		Registered
9319 United States	ORCHARD	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76495350	3/7/2003	2833953	4/20/2004	4/20/2024		Registered
11990 United States	PATTERN FINDER	42	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77275294	9/10/2007	3416416	4/22/2008	4/22/2028		Registered
17428 United States	PELT	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86302279	6/6/2014	479650	3/24/2015	3/24/2025		Registered

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Client: Orchard Yarn and Thread Company Inc.

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8588 United States	POLARSPUN	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76374159	2/25/2002	2656510	12/3/2002	12/3/2023		Registered
8670 United States	POUND OF LOVE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	75754016	7/19/1999	2450009	5/8/2001	5/8/2021		Registered
9360 United States	PRINTELLE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	73232376	9/24/1979	1235310	4/19/1983	4/19/2023		Registered
17402 United States	QUICKIE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86286456	5/20/2014	4709611	3/24/2015	3/24/2025		Registered
20632 United States	REWIND	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87689734	11/17/2017					Pending Application
10207 United States	ROMANCE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78924448	7/7/2006	3229944	4/17/2007	4/17/2027		Registered

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10208 United States	RUFFLES	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	78924488	7/7/2006	3314741	10/16/2007	10/16/2027		Registered
17933 United States	SCARFIE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86558080	3/9/2015	4883108	1/5/2016	1/5/2026		Registered
8914 United States	SENSATIONS	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	76612943	9/27/2004	3014724	11/15/2005	11/15/2025		Registered
18161 United States	SHAWL IN A BALL	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	86695656	7/16/2015	4966349	5/24/2016	5/24/2026		Registered
20648 United States	SHAWL IN A CAKE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87709113	12/5/2017					Pending Application
16786 United States	SILKY TWIST	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	85914889	4/25/2013	4420136	10/15/2013	10/15/2023		Registered

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9887 United States	SPEED HOOK	26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78812203	2/10/2006	3193068	1/2/2007	1/2/2027		Registered
9888 United States	SPEED STIX	26	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	78815509	2/15/2006	3193152	1/2/2007	1/2/2027		Registered
20732 United States	SPINELLA	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87790427	2/8/2018	5591932	10/23/2018	10/23/2028		Registered
17399 United States	SPINNABLES	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86285299	5/19/2014	4638772	11/11/2014	11/11/2024		Registered
9404 United States	SPOKTY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	74171816	5/31/1991	1690230	6/2/1992	6/2/2022		Registered
20734 United States	STITCHBIRD	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87790619	2/8/2018	5591934	10/23/2018	10/23/2028		Registered

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Client: Orchard Yarn and Thread Company Inc.

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20722	United States	TOUCH OF MOHAIR	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87784264	2/5/2018									Pending Application
9889	United States	TRELLIS	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	78815539	2/15/2006	3187185	12/19/2006	12/19/2026						Registered
20631	United States	TunniStyles	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87688869	11/17/2017									Pending Application
15947	United States	TWEED STRIPES	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	85466023	11/7/2011	4110521	3/6/2012	3/6/2022						Registered
20401	United States	TWEED STRIPES	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	87495497	6/19/2017	5442329	4/10/2018	4/10/2028						Registered
21231	United States	TWEEDY PIE	23	Orchard Yarn and Thread Company Inc. DBA Lion Brand Yarn Company	88178295	11/1/2018									Pending Application

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16930 United States	UNIQUE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86041577	8/19/2013	4505083	4/1/2014	4/1/2024		Registered
10558 United States	VANNA'S CHOICE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77096941	2/1/2007	3355105	12/18/2007	12/18/2027		Registered
14431 United States	VANNA'S GLAMOUR	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77791898	7/29/2009	3939510	4/5/2011	4/5/2021		Registered
17429 United States	VANNA'S TAPESTRY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86302304	6/6/2014	4725360	4/21/2015	4/21/2025		Registered
15747 United States	WE'RE WITH YOU EVERY STITCH OF THE WAY	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85360979	6/30/2011	4137002	5/1/2012	5/1/2022		Registered
9399 United States	WOOL-EASE	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	74340133	12/15/1992	1788214	8/17/1993	8/17/2023		Registered

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18151 United States	WOOL-EASE TONAL	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86688331	7/9/2015	4974899	6/7/2016	6/7/2026		Registered
8672 United States	WOOLSPUN	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	76010431	3/27/2000	2489650	9/11/2001	9/11/2021		Registered
19624 United States	WOW	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87077459	6/20/2016	5219823	6/6/2017	6/6/2027		Registered
20060 United States	WOW1	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87296782	1/11/2017	5516577	7/17/2018	7/17/2028		Registered
16509 United States	YARN UNIVERSITY	41	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	85774992	11/8/2012	4435089	11/19/2013	11/19/2023		Registered
20733 United States	YARNADO	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	87790552	2/8/2018	5591933	10/23/2018	10/23/2028		Registered

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REEL: 006590 FRAME: 0549

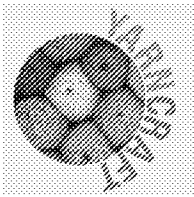
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Client: Orchard Yarn and Thread Company Inc.

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13492 United States	YARNCRAFT & Design 	41	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	77499874	6/16/2008	3600589	3/31/2009	3/31/2019		Registered
17500 United States	ZAPS	23	Orchard Yarn and Thread Company Inc. DBALion Brand Yarn Company	86333842	7/10/2014	4718213	4/7/2015	4/7/2025		Registered

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EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20___, by ORCHARD YARN AND THREAD COMPANY INC., a New York corporation ("Orchard", and together with and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender"):

W I T N E S S E T H

WHEREAS, Grantors and Lender are parties to a certain Intellectual Property Security Agreement, dated as of March 12, 2019 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Secured Obligations to Lender and each other Secured Party, Grantors have assigned, pledged and granted to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Lender a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Security Agreement or any of the other Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

ORCHARD YARN AND THREAD
COMPANY INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____