

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531390

| | | | |
|-----------------------------------|-------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Coats & Clark Inc. | | 02/20/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 69 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4083981 | AUNT LYDIA'S CROCHET THREAD | |
| Registration Number: | 0063636 | AUNT LYDIA'S | |
| Registration Number: | 3388393 | AUNT LYDIA'S. | |
| Registration Number: | 4149023 | AUNT LYDIA'S CROCHET THREAD CLASSIC | |
| Registration Number: | 4095876 | AUNT LYDIA'S CROCHET THREAD EXTRA FINE | |
| Registration Number: | 4149019 | AUNT LYDIA'S CROCHET THREAD FASHION | |
| Registration Number: | 4095877 | AUNT LYDIA'S CROCHET THREAD FINE | |
| Registration Number: | 4149022 | AUNT LYDIA'S CROCHET THREAD METALLIC | |
| Registration Number: | 0505404 | CLARK'S | |
| Registration Number: | 0685226 | COATS & CLARK'S | |
| Registration Number: | 0704978 | COATS & CLARK | |
| Registration Number: | 0540531 | | |
| Registration Number: | 3532232 | HEART & SOLE | |
| Registration Number: | 1315907 | RED HEART | |
| Registration Number: | 4904076 | RED HEART | |
| Registration Number: | 4684865 | RED HEART | |
| Registration Number: | 4283521 | RED HEART BABY LOVE | |
| Registration Number: | 5071579 | RED HEART BAZAAR | |
| Registration Number: | 4332061 | RED HEART BOUTIQUE RIBBONS | |

OP \$1740.00 4083981

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4964699 | RED HEART BOUTIQUE SASHAY METALLIC |
| Registration Number: | 4964698 | RED HEART BOUTIQUE SASHAY SEQUINS |
| Registration Number: | 3385256 | RED HEART COMFORT |
| Registration Number: | 2392284 | RED HEART FIESTA |
| Registration Number: | 2868826 | RED HEART GRANDE |
| Registration Number: | 4045263 | RED HEART HOLIDAY |
| Registration Number: | 2868825 | RED HEART PLUSH |
| Registration Number: | 4086782 | RED HEART SHIMMER |
| Registration Number: | 4086819 | RED HEART SOFT |
| Registration Number: | 5363351 | RED HEART SOFT BABY STEPS |
| Registration Number: | 4086814 | RED HEART SPORT |
| Registration Number: | 5107875 | RED HEART STITCHING CIRCLE |
| Registration Number: | 4086820 | RED HEART SUPER SAVER CHUNKY |
| Registration Number: | 4116196 | RED HEART WITH LOVE |
| Registration Number: | 0637791 | SOUTH MAID |
| Registration Number: | 0511008 | SUSAN BATES |
| Registration Number: | 0290958 | TRUSEW |
| Registration Number: | 3979507 | ACCENT |
| Registration Number: | 5062680 | BABY HUGS |
| Registration Number: | 5039587 | · 100% TESTED · CHEMICAL & ALLERGEN FREE |
| Registration Number: | 4085183 | BOUTIQUE SASHAY |
| Registration Number: | 5014557 | BOUTIQUE UNFORGETTABLE WAVES |
| Registration Number: | 4045259 | BUTTERCUP |
| Registration Number: | 2810287 | CRYSTALITES |
| Registration Number: | 4211457 | CUPID |
| Registration Number: | 4467699 | FIZZLE |
| Registration Number: | 4698004 | GUMDROP |
| Registration Number: | 4311434 | HOOP-LA |
| Registration Number: | 4242852 | KISS |
| Registration Number: | 0583833 | "KNIT-CRO-SHEEN" |
| Registration Number: | 2388747 | LIGHT & LOFTY |
| Registration Number: | 4382721 | LUSTER SHEEN |
| Registration Number: | 4343089 | MODA DEA |
| Registration Number: | 4425682 | PHOOMPH |
| Registration Number: | 4458144 | PHOOMPH FOR FABRIC! |
| Registration Number: | 4306829 | RIGOLETTO METALLIC |
| Registration Number: | 4306830 | RIGOLETTO PRINTS |
| Registration Number: | 4306831 | RIGOLETTO SEQUINS |

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 4964098 | SCRUBBY |
| Registration Number: | 5521111 | SCRUBBY SMOOTHIE |
| Registration Number: | 5242145 | STITCH A HUG |
| Registration Number: | 0616228 | STITCH IN TIME |
| Registration Number: | 3314742 | STRATA |
| Registration Number: | 1566021 | SUPER SAVER |
| Registration Number: | 4482384 | SWERVE |
| Registration Number: | 4344139 | TIPPING POINTS |
| Registration Number: | 2182922 | TLC |
| Registration Number: | 3941048 | VELOCITY |
| Registration Number: | 4472315 | VIVID |
| Registration Number: | 4232600 | YOUR KNITTING LIFE! |

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Linda Kastner |
| SIGNATURE: | /lk/ |
| DATE SIGNED: | 07/11/2019 |

Total Attachments: 10
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2019, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 27, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent Holdings, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of June 27, 2018 in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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;

provided, however, that in no event shall the Trademark Collateral include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

COATS & CLARK INC.
as Grantor

By: _____

Name: Ryan Newell

Title: President and Secretary

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: MMehta

Name: Meenal Mehta







Title: Duly Authorized Signatory


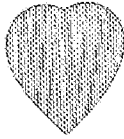



[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006691 FRAME: 0671



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|--|-------------|---------------------------------|
| AUNT LYDIA'S CROCHET THREAD | 17/06/2011 | 4,083,981 |
| AUNT LYDIA'S | 12/04/1907 | 0,063,636 |
|  | 28/06/2007 | 3,388,393 |
|  Classic AUNT LYDIA'S CROCHET THREAD CLASSIC | 02/06/2011 | 4,149,023 |
|  Extra Fine AUNT LYDIA'S CROCHET THREAD EXTRA FINE | 02/06/2011 | 4,095,876 |
|  Fashion AUNT LYDIA'S CROCHET THREAD FASHION | 02/06/2011 | 4,149,019 |
| AUNT LYDIA'S CROCHET THREAD FASHION 3 | 08/03/2017 | 5,440,556 |
|  Fine AUNT LYDIA'S CROCHET THREAD FINE | 02/06/2011 | 4,095,877 |
|  Metallic AUNT LYDIA'S CROCHET THREAD METALLIC | 02/06/2011 | 4,149,022 |

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|--|-------------|---------------------------------|
|  CLARK'S | 01/05/1947 | 0,505,404 |
| COATS & CLARK'S | 19/01/1959 | 0,685,226 |
| COATS & CLARK | 02/09/1959 | 0,704,978 |
|  HEART | 28/04/1950 | 0,540,531 |
| HEART & SOLE | 26/12/2007 | 3,532,232 |
| RED HEART | 26/05/1983 | 1,315,907 |
|  | 03/04/2015 | 4,904,076 |
|  RED HEART & DEVICE (V) | 08/11/2016 | 5,367,014 |
|  | 22/08/2014 | 4,684,865 |
| RED HEART BABY LOVE | 14/04/2011 | 4,283,521 |
| RED HEART BAZAAR | 04/12/2015 | 5,071,579 |
| RED HEART BIG COMFORT | 09/06/2016 | 5,158,509 |
| RED HEART BOUTIQUE FILIGREE | 21/12/2012 | 4,394,509 |
| RED HEART BOUTIQUE RIBBONS | 05/10/2012 | 4,332,061 |
| RED HEART BOUTIQUE SASHAY METALLIC | 03/12/2015 | 4,964,699 |
| RED HEART BOUTIQUE SASHAY SEQUINS | 03/12/2015 | 4,964,698 |
| RED HEART BOUTIQUE SASSY FABRIC | 26/03/2013 | 4,453,014 |
| RED HEART BOUTIQUE SASSY LACE | 26/03/2013 | 4,420,410 |
| RED HEART BOUTIQUE TRIO | 17/01/2013 | 4,390,237 |
| RED HEART CASH FOR STASH SWEEPSTAKES | 29/08/2017 | 5,404,043 |
| RED HEART CLASSIC | 14/03/2017 | 5,357,297 |

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|--|--------------------|--|
| CROCHET THREAD | | |
| RED HEART COMFORT | 22/08/2007 | 3,385,256 |
| RED HEART CREATE | 08/06/2016 | 5,153,307 |
| RED HEART CRÈME | 25/07/2017 | 5,483,234 |
| RED HEART CRÈME DE LA CRÈME | 24/07/2017 | 5,404,031 |
| RED HEART DREAMY | 12/05/2017 | 5,409,649 |
| RED HEART FASHION CROCHET THREAD | 16/03/2017 | 5,362,136 |
| RED HEART FIESTA | 19/03/1999 | 2,392,284 |
| RED HEART FINE CROCHET THREAD | 10/03/2017 | 5,366,996 |
| RED HEART FOR THE JOY OF IT | 11/10/2016 | 5,367,001 |
| RED HEART GRANDE | 10/07/2003 | 2,868,826 |
| RED HEART HOLIDAY | 31/03/2011 | 4,045,263 |
| RED HEART HOPSCOTCH | 16/03/2017 | 5,304,049 |
| RED HEART METALLIC CROCHET THREAD | 10/03/2017 | 5,366,997 |
| RED HEART NYLON CROCHET THREAD | 14/03/2017 | 5,362,128 |
| RED HEART PLUSH | 10/07/2003 | 2,868,825 |
| RED HEART SHAMMY | 25/07/2017 | 5,483,233 |
| RED HEART SHIMMER | 31/03/2011 | 4,086,782 |
| RED HEART SOFT | 12/04/2011 | 4,086,819 |
| RED HEART SOFT BABY STEPS | 06/04/2017 | 5,363,351 |
| RED HEART SOFT ERGONOMIC | 11/01/2017 | 5,393,540 |
| RED HEART SOFT ESSENTIALS | 07/10/2016 | 5,225,507 |
| RED HEART SOFT ESSENTIALS STRIPES | 01/12/2016 | 5,225,568 |
| RED HEART SPORT | 12/04/2011 | 4,086,814 |
| RED HEART STITCHING CIRCLE | 03/12/2015 | 5,107,875 |
| RED HEART SUPER LIGHTWEIGHT | 11/01/2017 | 5,367,063 |
| RED HEART SUPER SAVER CHUNKY | 12/04/2011 | 4,086,820 |
| RED HEART SUPER SAVER OMBRE | 04/04/2017 | 5,362,127 |
| RED HEART SUPER SAVER | 04/04/2017 | 5,362,126 |

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|--|-------------|---------------------------------|
| STRIPES | | |
| RED HEART TEAM SPIRIT CHUNKY | 08/03/2017 | 5,357,288 |
| RED HEART VALUE CHOICE | 08/03/2017 | 5,357,289 |
| RED HEART WITH LOVE | 22/03/2011 | 4,116,196 |
| RED HEART WITH LOVE STRIPES | 05/04/2017 | 5,362,125 |
|  SOUTH MAID | 08/06/1956 | 0,637,791 |
| <i>Susan Bates</i> SUSAN BATES | 13/12/1947 | 0,511,008 |
| SUSAN BATES SOFT ERGONOMIC | 12/01/2017 | 5,348,361 |
| SUSAN BATES SUPER LIGHTWEIGHT | 12/01/2017 | 5,377,459 |
| SUSAN BATES XTREME | 19/08/2016 | 5,352,620 |
| TRUSEW | 19/01/1931 | 0,290,958 |
| ACCENT | 25/06/2010 | 3,979,507 |
| AMORE | 04/09/2018 | 79/242,099 |
| AN ITALIAN STORY | 21/11/2017 | 5,505,629 |
| BABY HUGS | 09/02/2016 | 5,062,680 |
|  BLUE HEART SEAL | 14/12/2015 | 5,039,587 |
| BOUTIQUE SASHAY | 22/03/2011 | 4,085,183 |
| BOUTIQUE UNFORGETTABLE WAVES | 23/09/2015 | 5,014,557 |
| BUNCHES OF HUGS | 12/12/2017 | 5,505,651 |
| BUTTERCUP | 31/03/2011 | 4,045,259 |
| COLORSCAPE | 15/12/2017 | 5,505,658 |
| CRYSTALITES | 17/03/2003 | 2,810,287 |
| CUPID | 06/09/2011 | 4,211,457 |
| EZ START | 18/12/2017 | 5,505,660 |
| FIZZLE | 20/12/2012 | 4,467,699 |
| GUMDROP | 13/06/2013 | 4,698,004 |
| HEAD'S UP | 06/06/2013 | 4,460,687 |
| HOOGAH | 22/09/2017 | 5,456,012 |
| HOOP-LA | 08/09/2011 | 4,311,434 |
| HYGGE | 13/12/2017 | 5,527,126 |
| HYGGE CHARM | 26/06/2018 | 79/237207 |
| HYGGE HOME | 14/08/2018 | 79/240527 |

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|---------------------------------|--------------------|--|
| IT'S A WRAP | 01/02/2018 | 5,543,257 |
| IT'S A WRAP RAINBOW | 02/02/2018 | 79/228106 |
| IT'S FINGER-LOOPING FUN! | 19/10/2018 | 79/245883 |
| KISS | 06/05/2011 | 4,242,852 |
| KNIT CHEK | 15/11/2016 | 5,388,927 |
| KNIT-CRO-SHEEN | 10/06/1952 | 0,583,833 |
| LIGHT & LOFTY | 03/05/1999 | 2,388,747 |
| LUCE | 21/11/2017 | 5,505,628 |
| LUSTER SHEEN | 04/09/2012 | 4,382,721 |
| MODA DEA | 06/05/2011 | 4,343,089 |
| OMBRA | 02/11/2017 | 5,494,751 |
| ORA | 21/11/2017 | 79/224370 |
| PHOOMPH | 11/04/2013 | 4,425,682 |
| PHOOMPH FOR FABRIC! | 11/04/2013 | 4,458,144 |
| POMP-A-DOODLE | 12/06/2018 | 5,630,179 |
| RIGOLETTO METALLIC | 13/07/2012 | 4,306,829 |
| RIGOLETTO PRINTS | 13/07/2012 | 4,306,830 |
| RIGOLETTO SEQUINS | 13/07/2012 | 4,306,831 |
| SASHAY TEAM SPIRIT | 08/02/2013 | 4,427,218 |
| SCRUBBY | 30/09/2015 | 4,964,098 |
| SCRUBBY COTTON | 16/02/2017 | 5,302,024 |
| SCRUBBY SPARKLE | 19/06/2018 | 79/236578 |
| SCRUBBY SMOOTHIE | 14/09/2017 | 5,521,111 |
| SOFT ESSENTIALS BABY | 26/01/2018 | 5,527,158 |
| STITCH A HUG | 01/10/2015 | 5,242,145 |
| STITCH-IN-TIME | 22/09/1954 | 0,616,228 |
| STRATA | 07/07/2006 | 3,314,742 |
| SUPER SAVER | 08/07/1988 | 1,566,021 |
| SUPER SAVER FAIR ISLE | 15/06/2018 | 79/236578 |
| SUPER SAVER JUMBO | 19/08/2016 | 5,243,416 |
| SUPER SAVER POOLING | 21/06/2018 | 79/237203 |
| SWERVE | 20/12/2012 | 4,482,384 |
| TIPPING POINTS | 06/07/2012 | 4,344,139 |
| TLC | 06/01/1997 | 2,182,922 |
| UNFORGETTABLE | 28/11/2015 | 4,995,544 |
| VELOCITY | 04/10/2007 | 3,941,048 |
| VERA | 21/11/2017 | 79/224372 |
| VIVID | 20/12/2012 | 4,472,315 |
| WHILE I WAS YARNING | 07/06/2018 | 5,630,177 |
| YOUR KNITTING LIFE! | 04/10/2011 | 4,232,600 |

| TRADEMARK | FILING DATE | REGISTRATION/APPLICATION NUMBER |
|------------------|--------------------|--|
| RED HEAT | 05/26/1983 | 1,315,907 |