TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spinrite Limited Partnership		12/02/2011	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	Royal Trust Tower
Internal Address:	77 King Street West, 18th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	chartered bank: CANADA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3152832	ALLURE
Registration Number:	3074891	BABY BOUCLE
Registration Number:	3116094	BABY COORDINATES
Registration Number:	1034354	BERELLA 4
Registration Number:	3515251	BERELLA 4
Registration Number:	3147844	BERNAT
Registration Number:	0765926	BERNAT
Registration Number:	3070323	CHA CHA
Registration Number:	3119239	DIVINE
Registration Number:	3092343	FRENZY
Registration Number:	3070324	GALAXY
Registration Number:	3070322	GRACE
Registration Number:	2163053	HANDICRAFTER

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Registration Number:	0764725	HANDICRAFTER
Registration Number:	3167823	LILY
Registration Number:	3011270	MERIT
Registration Number:	1846241	NICE 'N SOFT
Registration Number:	2028410	PEACHES & CREME
Registration Number:	0843754	PHENTEX
Registration Number:	0843753	PHENTEX
Registration Number:	3033265	SATIN
Registration Number:	3074892	SOFT BOUCLE
Registration Number:	1685366	SPINDLECRAFT
Registration Number:	3264823	SUGAR 'N CREAM
Registration Number:	1806759	ULTRA-SOFT
Registration Number:	3114733	BLISS
Registration Number:	1102799	CARON
Registration Number:	1140835	CARON
Registration Number:	3088138	CARON CLASSICS
Registration Number:	3124127	CHARMING
Registration Number:	2977885	COOL CORDER
Registration Number:	2977884	EMBELLISH-KNIT!
Registration Number:	1344714	HEIRLOOMS
Registration Number:	2994027	JEWEL BOX
Registration Number:	1732105	PERFECT MATCH
Registration Number:	3121297	PIZAZZ
Registration Number:	1591524	SIMPLY SOFT
Registration Number:	2313661	SIMPLY SOFT
Registration Number:	2591093	ULTIMATE SWEATER MACHINE
Registration Number:	0993116	WONDER ART

CORRESPONDENCE DATA

Fax Number: (716)819-4763
Phone: (716) 856-4000
Email: ksuzan@hodgsonruss.com

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

Correspondent Name: Kenneth D. Suzan
Address Line 1: Hodgson Russ LLP
Address Line 2: 140 Pearl Street, Suite 100

Address Line 4:	Buffalo, NEW YORK 14202
ATTORNEY DOCKET NUMBER:	037110.00030

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kenneth D. Suzan
Signature:	/Kenneth D. Suzan/
Date:	12/02/2011

Total Attachments: 12
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GENERAL SECURITY AGREEMENT SUPPLEMENT
(INTELLECTUAL PROPERTY INCLUDING PATENTS, TRADEMARKS AND COPYRIGHTS)

In consideration of any party that is a Lender, as such term is defined in an Amended and Restated Credit Agreement, dated as of December 2, 2011, among Spinrite Limited Partnership, a limited partnership organized under the law of the Province of Manitoba and having its chief executive office at 320 Livingstone Avenue South, Box 40, Listowel, Ontario N4W 3H3, (the "Debtor"), as borrower, Spinrite Corp., Spinrite Holding LP, Spinrite GP Inc., Spinrite Trust, Spinrite Acquisition LP, Spinrite Acquisition GP Inc., Spinrite Acquisition Corp., Spinrite Finance LP, Spinrite Finance GP Inc., Spinrite Luxco S.à r.l., Spinrite Yarns LP and Spinrite Services Inc., as guarantors, The Toronto-Dominion Bank, a bank organized under the law of Canada and having an office at Royal Trust Tower, 77 King Street West, 18th Floor, Toronto, Ontario M5K 1A2, as agent, (the "Secured Party") and the parties that are or become Lenders, as such term is defined therein, (as amended, supplemented, extended, restated, replaced or otherwise modified or superseded from time to time, the "Credit Agreement"), extending or agreeing to extend any credit or other financial accommodation to or relying on any guaranty, endorsement or other assurance of payment of the Debtor and for other valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Debtor, the Debtor agrees with the Secured Party for the benefit of the Secured Party and all parties that are or become Lenders, as such term is defined in the Credit Agreement, (such parties and the Secured Party being collectively the "Lender Parties" and individually a "Lender Party") as follows:

1. DEFINITIONS. In this Agreement:

a. General Security Agreement. The "General Security Agreement" means a General Security Agreement, dated as of November 16, 2007, from the Debtor to the Secured Party for the benefit of the Lender Parties, as amended, supplemented, extended, restated, replaced or otherwise modified or superseded from time to time.

b. Intellectual Property. "Intellectual Property" means, regardless of kind or nature and wherever in the world existing, used, issued or pending, (i) any patent or invention disclosed or claimed in any patent, (ii) any copyright, copyright registration or tangible personal property embodying any copyright, (iii) any trademark, service mark, trade style or trade dress (including, but not limited to, any trade, company, fictitious or other business or other name, logo or other source or business identifier), whether registered in any public office or not so registered, (iv) any trade secret (including, but not limited to, any know-how, technology, procedure, product formulation or other product or manufacturing specification or standard) or other confidential or proprietary business or technical data or other information, (v) any unpatented invention, whether or not patentable, (vi) any industrial or other design or design application, (vii) any domain name or domain name registration, (viii) any software or software source code, (ix) any other intellectual or similar property, (x) any license, franchise agreement or other agreement, whether embodied in any Record or otherwise, providing for the grant by or to any Person of any right to manufacture, use, sell, distribute or otherwise exploit any of the things referred to in clauses (i) through (ix) of this sentence or (x) any registration or recording of, application for, reissue, renewal, continuation or extension of, goodwill symbolized by, incident to, associated with or otherwise relating to or Incidental Property Right or Record relating to any of the things referred to in clauses (i) through (ix) of this sentence

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c. **Incidental Property Right.** "Incidental Property Right" means, whether arising or accruing pursuant to applicable law or any agreement, instrument or other Record or otherwise, (i) any direct or indirect addition to, extension, renewal, refinancing or other modification or replacement of, increase in or earnings, profit, interest, dividend or distribution of cash or other property or other income or payment on account of any property, (ii) any direct or indirect Proceeds or other proceeds of any replacement, release, surrender, discharge, exchange, conversion, redemption, assignment or other transfer, collection or sale, lease or other disposition of any property, whether voluntary or involuntary or arising or accruing pursuant to any dissolution, liquidation or merger, consolidation or other absorption or otherwise, or (iii) any direct or indirect right, privilege, power or claim relating to any property (including, but not limited to, any right to any of the things referred to in clauses (i) and (ii) of this sentence, any option or warrant, any right of subscription, registration, conversion or redemption, any management right or any right to vote or give any consent, ratification or other approval or authorization (including, but not limited to, any right to vote or give any consent, ratification or other approval or authorization for any replacement of any of the directors, officers and managers of, amendment of any certificate or articles of incorporation or organization, by-laws, operating or partnership agreement or other charter, organizational or other governing document of, dissolution, liquidation or merger, consolidation or other absorption of or sale, lease or other disposition of all or substantially all of the assets of any Issuer of any General Intangible or Investment Property)).

d. **Obligations.** The "Obligations" means collectively, whether now existing or hereafter arising or accruing and whether or not arising or accrued subsequent to any commencement of or made, proved, voted or allowed as a claim in any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute, all obligations to any or all of the Lender Parties in any capacity for (i) the payment of any money, however evidenced, regardless of kind or nature, whether for the payment of any principal, interest, fee, charge, cost or expense or otherwise, incurred for any business, commercial or agricultural purpose or otherwise, created directly or by any assignment or other transfer, direct or indirect, absolute or contingent (whether pursuant to any guaranty, endorsement or other assurance of payment or otherwise), similar or dissimilar or related or unrelated, or (ii) the performance of any other obligation that have been heretofore or are hereafter incurred by, in any capacity (including, but not limited to, as a debtor-in-possession after the commencement of any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute) and whether alone or otherwise, the Debtor or any direct or indirect successor of the Debtor or direct or indirect assignee or other transferee of all or substantially all of the assets of the Debtor (including, but not limited to, any estate created by the commencement of any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute and any receiver, trustee, custodian or similar Person for the Debtor or any of the assets of the Debtor) (including, but not limited to, (A) all Liabilities, as such term is defined in the Credit Agreement, of the Debtor, whether arising pursuant to the Credit Agreement or any of the Other Agreements, as such term is defined in the Credit Agreement, or otherwise, and (B) all obligations of the Debtor to the Secured Party pursuant to Section 8 of the Security Agreement).

e. **Person.** "Person" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government, political subdivision or other taxing authority, (ii) any court, agency or other governmental body or (iii) any other entity, body, organization or group.

f. **Security Interest.** "Security Interest" means any security interest or other lien granted or otherwise created pursuant to the second sentence of Section 2 of this Agreement.

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g. **Uniform Commercial Code.** "Uniform Commercial Code" means at any time the Uniform Commercial Code of the State of New York as in effect at such time.

h. **Other Terms.** Each of the following terms has at any time the meaning given it at such time for purposes of Article 9 of the Uniform Commercial Code: (i) General Intangible, (ii) Investment Property, (iii) Proceeds, (iv) Products, (v) Record and (vi) Supporting Obligations.

2. **REAFFIRMATION OF GENERAL SECURITY AGREEMENT; SUPPLEMENTAL GRANT OF SECURITY INTEREST.** The Debtor acknowledges, reaffirms and ratifies in all respects the General Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Debtor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the General Security Agreement. Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, the Debtor grants to the Secured Party for the benefit of the Lender Parties a security interest in, and assigns, pledges and hypothecates to the Secured Party for the benefit of the Lender Parties, all right, title and interest of the Debtor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by the Debtor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement) and (ii) (A) Supporting Obligations and Incidental Property Rights incident to, arising or accruing pursuant to or otherwise relating to any of the things referred to in clause (i) of this sentence, whether arising or accruing from any action taken by the Debtor or the Secured Party or otherwise, (B) Proceeds, other proceeds and Products of any of the things referred to in clauses (i) and (ii)(A) of this sentence and (C) Records relating to any of the things referred to in clauses (i) and (ii)(A) and (B) of this sentence . Each Security Interest is a continuing, absolute and unconditional security interest or other lien.

3. **GOVERNING LAW.** Except to the extent that Article 9 of the Uniform Commercial Code provides for the application of the law of any other jurisdiction, this Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated December 2, 2011

SPINRITE LIMITED PARTNERSHIP

By SPINRITE GP INC.

By _____
Authorized Officer

Name: Jeff McCuaig

Title: CFO

037110/00030 Business 8762323v3

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

Registration or Application Number	Date	Title
Nil		

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EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Trademark	Status	Owner
1. ALLURE	REGISTERED SN. No.:78478556 FD: 2004-09-03 Reg #: 3152832 RD: 2006-10-10 Next Renewal: 2016-10-10	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
2. BABY BOUCLE	REGISTERED SN. No.:78478627 FD: 2004-09-03 Reg #: 3074891 RD: 2006-03-28 Next Renewal: 2016-03-28	Spinrite Limited Partnership
3. BABY COORDINATES	REGISTERED SN. No.:78478586 FD: 2004-09-03 Reg #: 3116094 RD: 2006-07-18 Next Renewal: 2016-07-18	Spinrite Limited Partnership
4. BERELLA 4 AND DESIGN BERELLA	Renewed Ser #: 73052026 FD.: 1975/05/12 Reg #: 1034354 RD.: 1976/02/24 Renewal: 2016/02/24	Spinrite Limited Partnership
5. BERELLA 4	REGISTERED SN. No.: 77340991 FD: 2007-11-30 Reg #: 3515251 RD: 2008-10-14 Next Renewal: 2018-10-14	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.

Trademark	Status	Owner
6. BERNAT	REGISTERED SN. No.:78599014 FD: 2005-03-31 Reg #: 3147844 RD: 2006-09-26 Next Renewal: 2016-09-26	Spinrite Limited Partnership
7. BERNAT	REGISTERED SN. No.:72161865 FD: 1963-02-01 Reg #: 0765926 RD: 1964-03-03 Next Renewal: 2014-03-03	SPINRITE LIMITED PARTNERSHIP
8. CHA CHA	REGISTERED SN. No.:78478570 FD: 2004-09-03 Reg #: 3070323 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership
9. DIVINE	REGISTERED SN. No.:78478582 FD: 2004-09-03 Reg #: 3119239 RD: 2006-07-25 Next Renewal: 2016-07-25	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
10. FRENZY	REGISTERED SN. No.:78478651 FD: 2004-09-03 Reg #: 3092343 RD: 2006-05-16 Next Renewal: 2016-05-16	Spinrite Limited Partnership
11. GALAXY	REGISTERED SN. No.:78478642 FD: 2004-09-03 Reg #: 3070324 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership

Trademark	Status	Owner
12. GRACE	REGISTERED SN. No.:78478566 FD: 2004-09-03 Reg #: 3070322 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership
13. HANDICRAFTER	REGISTERED SN. No.:74689923 FD: 1995-06-16 Reg #: 2163053 RD: 1998-06-09 Next Renewal: 2008-06-09	SPINRITE LIMITED PARTNERSHIP
14. HANDICRAFTER	REGISTERED SN. No.:72162247 FD: 1963-02-07 Reg #: 0764725 RD: 1964-02-11 Next Renewal: 2014-02-11	SPINRITE LIMITED PARTNERSHIP
15. LILY	REGISTERED SN. No.:78660089 FD: 2005-06-28 Reg #: 3167823 RD: 2006-11-07 Next Renewal: 2016-11-07	Spinrite Limited Partnership
16. MERIT	REGISTERED SN. No.:78478549 FD: 2004-09-03 Reg #: 3011270 RD: 2005-11-01 Next Renewal: 2015-11-01	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
17. NICE 'N SOFT	REGISTERED SN. No.:74129396 FD: 1991-01-10 Reg #: 1846241 RD: 1994-07-19 Next Renewal: 2014-07-19	SPINRITE LIMITED PARTNERSHIP

Trademark	Status	Owner
18. PEACHES & CREME	REGISTERED SN. No.: 74718253 FD: 1995-08-21 Reg #: 2028410 RD 1997-01-07 Next Renewal: 2017-01-07	Spinrite Limited Partnership
PHENTEX 19. PHENTEX	REGISTERED SN. No.:72267690 FD: 1967-03-27 Reg #: 0843754 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHIP
20. PHENTEX	REGISTERED SN. No.:72267689 FD: 1967-03-27 Reg #: 0843753 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHIP
21. SATIN	REGISTERED SN. No.:78478613 FD: 2004-09-03 Reg #: 3033265 RD: 2005-12-20 Next Renewal: 2015-12-20	Spinrite Limited Partnership
22. SOFT BOUCLE	REGISTERED SN. No.:78478632 FD: 2004-09-03 Reg #: 3074892 RD: 2006-03-28 Next Renewal: 2016-03-28	Spinrite Limited Partnership
23. SPINDLECRAFT	REGISTERED SN. No.:74103172 FD: 1990-10-04 Reg #: 1685366 RD: 1992-05-05 Next Renewal: 2012-05-05	SPINRITE LIMITED PARTNERSHIP

Trademark	Status	Owner
24. SUGAR 'N CREAM	REGISTERED SN. No.:78960604 FD: 2006-08-25 Reg #: 3264823 RD: 2007-07-17 Next Renewal: 2017-07-17	Spinrite Limited Partnership
25. ULTRA-SOFT	REGISTERED SN. No.:74106779 FD: 1990-10-17 Reg #: 1806759 RD: 1993-11-23 Next Renewal: 2013-11-23	SPINRITE LIMITED PARTNERSHIP

No.	Trademark	Status	Owner
1.	BLISS	Registered Ser #: 76618143 FD.: 2004/10/21 Reg #: 3114733 RD.: 2006/07/11 Renewal: 2016/07/11	Spinrite Limited Partnership
2.	CARON	Renewed Ser #: 73154248 FD.: 1978/01/05 Reg #: 1102799 RD.: 1978/09/19 Renewal: 2018/09/19	Spinrite Limited Partnership
3.	CARON	Renewed Ser #: 73212666 FD.: 1979/04/23 Reg #: 1140835 RD.: 1980/10/28 Renewal: 2020/10/28	Spinrite Limited Partnership
4.	CARON CLASSICS	Registered Ser #: 76608501 FD.: 2004/08/25 Reg #: 3088138 RD.: 2006/05/02 Renewal: 2016/05/02	Spinrite Limited Partnership
5.	CHARMING	Registered Ser #: 76618141 FD.: 2004/10/21 Reg #: 3124127 RD.: 2006/08/01 Renewal: 2016/08/01	Spinrite Limited Partnership

No.	Trademark	Status	Owner
6.	COOL CORDER	Registered Ser #: 76562315 FD.: 2003/11/28 Reg #: 2977885 RD.: 2005/07/26 Renewal: 2015/07/26	Spinrite Limited Partnership
7.	EMBELLISH-KNIT!	Registered Ser #: 76562314 FD.: 2003/11/28 Reg #: 2977884 RD.: 2005/07/26 Renewal: 2015/07/26	Spinrite Limited Partnership
8.	HEIRLOOMS	Registered Ser #: 73506034 FD.: 1984/10/29 Reg #: 1344714 RD.: 1985/06/25 Renewal: 1995/06/25	Spinrite Limited Partnership
9.	JEWEL BOX	Registered Ser #: 76603357 FD.: 2004/07/22 Reg #: 2994027 RD.: 2005/09/13 Renewal: 2015/09/13	Spinrite Limited Partnership
10.	PERFECT MATCH	Renewed Ser #: 74130183 FD.: 1991/01/14 Reg #: 1732105 RD.: 1992/11/10 Renewal: 2012/11/10	Spinrite Limited Partnership
11.	PIZAZZ	Registered Ser #: 76618139 FD.: 2004/10/21 Reg #: 3121297 RD.: 2006/07/25 Renewal: 2016/07/25	Spinrite Limited Partnership
12.	SIMPLY SOFT	Renewed Ser #: 73788374 FD.: 1989/03/22 Reg #: 1591524 RD.: 1990/04/10 Renewal: 2010/04/10	Spinrite Limited Partnership
13.	SIMPLY SOFT	Renewed Ser #: 75557407 FD.: 1998/09/21 Reg #: 2313661 RD.: 2000/02/01 Renewal: 2020/02/01	Spinrite Limited Partnership
14.	ULTIMATE SWEATER	Registered	Spinrite Limited Partnership

No.	Trademark	Status	Owner
	MACHINE	Ser #: 76208088 FD.: 2001/02/12 Reg #: 2591093 RD.: 2002/07/09 Renewal: 2012/07/09	
15.	WONDER ART	Renewed Ser #: 72434110 FD.: 1972/08/29 Reg #: 993116 RD.: 1974/09/10 Renewal: 2004/09/10	Spinrite Limited Partnership

EXHIBIT A-III (COPYRIGHTS)

Recording/Filings in United States Copyright Office

Copyright Title	Status	Owner
Plastic canvas berries and bells: leaflet	Type of Work: visual material Reg #: TX0002804248 / 1990-04-09 Date of Publication: 1990/03/23	Spinrite Limited Partnership
Plastic canvas berries and bells	Type of Work: recorded document Reg #: TX 2-804-248 (1990) Date of Publication: 1990/03/23	Spinrite Limited Partnership

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