

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427800

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIMPLICITY PATTERN CO. INC.		05/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77793720	C.C. BIGGER	
<b>Serial Number:</b>	85048215	CHERISH BY SIMPLICITY	
<b>Serial Number:</b>	86112855	COUNTRY STYLE APPLIQUES	
<b>Serial Number:</b>	75089650	DESIGN YOUR OWN	
<b>Serial Number:</b>	86141036	FRIGHT FUN	
<b>Serial Number:</b>	74043946	IT'S SO EASY IT'S SIMPLICITY	
<b>Serial Number:</b>	72205363	JIFFY	
<b>Serial Number:</b>	73714338	NEW LOOK	
<b>Serial Number:</b>	86139596	SEW SIMPLE	
<b>Serial Number:</b>	85198116	SEWSIMPLE	
<b>Serial Number:</b>	77784971	SIMPLICITY	
<b>Serial Number:</b>	75435829	SIMPLICITY	
<b>Serial Number:</b>	71541710	SIMPLICITY	
<b>Serial Number:</b>	71541711	SIMPLICITY	
<b>Serial Number:</b>	73672689	SIMPLICITY	
<b>Serial Number:</b>	78810830	SIMPLICITY	
<b>Serial Number:</b>	77784953	SIMPLICITY	
<b>Serial Number:</b>	73579797	SIMPLICITY	
<b>TRADEMARK</b>			

CH \$640.00 77793720

Property Type	Number	Word Mark
Serial Number:	76289950	SIMPLICITY TRIMS
Serial Number:	74562004	SIMPLY THE BEST
Serial Number:	72304022	STYLE
Serial Number:	85238660	WORKROOM
Serial Number:	74288707	YES I CAN
Serial Number:	86110249	YES I CAN
Serial Number:	73197873	YES I CAN!

**CORRESPONDENCE DATA**

**Fax Number:** 2128225096

*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:** 2125305096

**Email:** nbrowand@milbank.com

**Correspondent Name:** Milbank, Tweed, Hadley & McCloy LLP

**Address Line 1:** 28 Liberty Street

**Address Line 2:** Attn: Nathaniel T. Browand

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand
<b>SIGNATURE:</b>	/Nathaniel T. Browand/
<b>DATE SIGNED:</b>	05/16/2017

**Total Attachments: 6**

source=HPS - Simplicity Pattern - First Lien TL Trademark Security Agreement (Executed - May 15)#page1.tif  
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## First Lien Term Loan Trademark Security Agreement

First Lien Term Loan Trademark Security Agreement, dated as of May 15, 2017 (this, "Trademark Security Agreement"), by Simplicity Pattern Co. Inc. (the "Pledgor"), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as collateral agent pursuant to the First Lien Term Loan Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Term Loan Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement," capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of May 15, 2017, made by WILTON BRANDS LLC, a Delaware limited liability company, the other pledgors party thereto and the Collateral Agent in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Term Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, upon the written request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the

Trademarks under this Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

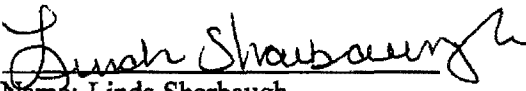
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

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

Very truly yours,

SIMPLICITY PATTERN CO. INC.,  
as Pledgor

By:   
Name: Linda Sharbaugh  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer


[Signature Page to First Lien Trademark Security Agreement (Simplicity Pattern Co. Inc.)]

TRADEMARK  
REEL: 006060 FRAME: 0026

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,  
as Collateral Agent

By:

  
Name: VIKAS KESWANI  
Title: MANAGING DIRECTOR

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Trademark Applications and Registrations**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Appl No</b>	<b>Appl Date</b>	<b>Reg No</b>	<b>Reg Date</b>
Simplicity Pattern Co. Inc.	C.C. BIGGER	US	Registered	77-793720	7/30/2009	3865540	10/19/2010
Simplicity Pattern Co. Inc.	CHERISH BY SIMPLICITY	US	Registered	85-048215	5/26/2010	4064194	11/29/2011
Simplicity Pattern Co. Inc.	Country Style Appliques Design	US	Pending	86112855	11/7/2013		
Simplicity Pattern Co. Inc.	DESIGN YOUR OWN	US	Registered	75-089650	4/17/1996	2106457	10/21/1997
Simplicity Pattern Co. Inc.	Fright Fun	US	Pending	86141036	12/11/2013		
Simplicity Pattern Co. Inc.	IT'S SO EASY IT'S SIMPLICITY	US	Registered	74-043946	3/30/1990	1664976	11/19/1991
Simplicity Pattern Co. Inc.	JIFFY	US	Registered	72-205363	11/2/1964	805145	3/8/1966
Simplicity Pattern Co. Inc.	NEW LOOK	US	Registered	73-714338	3/2/1988	1553693	8/29/1989
Simplicity Pattern Co. Inc.	Sew Simple	US	Pending	86139596	12/10/2013		
Simplicity Pattern Co. Inc.	SEWSIMPLE	US	Registered	85-198116	12/15/2010	4071855	12/13/2011
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	77-784971	7/20/2009	3752180	2/23/2010
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	75-435829	2/17/1998	2280074	9/21/1999
Simplicity Pattern	SIMPLICITY	US	Registered	71-541710	11/19/1947	514739	9/6/1949

Owner	Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
Co. Inc.							
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	71-541711	11/19/1947	508225	4/5/1949
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	73-672689	7/17/1987	1482464	3/29/1988
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	78-810830	2/9/2006	3396194	3/11/2008
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	77-784953	7/20/2009	3865506	10/19/2010
Simplicity Pattern Co. Inc.	SIMPLICITY	US	Registered	73-579797	1/27/1986	1426278	1/27/1987
Simplicity Pattern Co. Inc.	SIMPLICITY TRIMS	US	Registered	76-289950	7/25/2001	2585152	6/25/2002
Simplicity Pattern Co. Inc.	SIMPLY THE BEST	US	Registered	74-562004	8/17/1994	1914892	8/29/1995
Simplicity Pattern Co. Inc.	STYLE	US	Registered	72-304022	7/31/1968	891787	5/26/1970
Simplicity Pattern Co. Inc.	WORKROOM	US	Registered	85-238660	2/10/2011	4071952	12/13/2011
Simplicity Pattern Co. Inc.	YES I CAN	US	Registered	74-288707	6/24/1992	1784085	7/27/1993
Simplicity Pattern Co. Inc.	YES I CAN	US	Pending	86110249	11/5/2013		
Simplicity Pattern Co. Inc.	YES I CAN! (Stylized)	US	Registered	73-197873	12/22/1978	1135739	5/20/1980

TRADEMARK  
REEL: 006060 FRAME: 0029

RECORDED: 05/16/2017