

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Simplicity Pattern Co. Inc.	01/30/2013
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	13069660
Application Number:	13039820
Application Number:	13647050
Application Number:	61348797
Application Number:	13117650
Application Number:	13217503
Application Number:	13553581
Application Number:	13438381
Application Number:	29434969
PCT Number:	US1230324
PCT Number:	US1138366
PCT Number:	US1149059
CORRESPONDENCE DATA	
Fax Number:	
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	

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Email: emendes@paulweiss.com, dgaier@paulweiss.com
Correspondent Name: Danielle L. Gaier
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

19338-005

NAME OF SUBMITTER:

Danielle L. Gaier

Total Attachments: 8

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Patent Security Agreement

Patent Security Agreement, dated as of January 30, 2013, by Simplicity Pattern Co. Inc., a Delaware corporation, (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a 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 August 30, 2012 made by Wilton Brands, LLC, a Delaware limited liability company, the other pledgors party thereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent 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 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 Patent 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 Patents of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patents 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 Patent 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 Patents under this Patent Security Agreement in accordance with Section 11.4 of the Security Agreement.

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

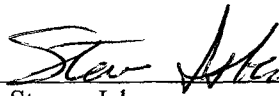
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent 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

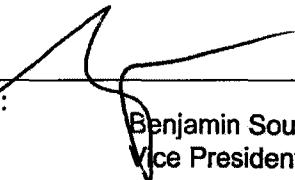
By: 
Name: Steven Isko
Title: Executive Vice President,
General Counsel and Secretary

[Signature Page to Patent Security Agreement- Term Loan Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Benjamin Souh**
Title: **Vice President**

[Signature Page to Patent Security Agreement- Term Loan Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

Title	Country	Status	Application Number	Application Filing Date	Patent/Pub. Number	Issue/Pub. Date	Registered Owner
PORTABLE BOBBIN WINDER	U.S.	Published; Pending	13/069,660	3/23/2011	2012/0241546	9/27/2012	Simplicity Pattern Co. Inc.
	PCT	Published	PCT/US2012/030324	3/23/2012	WO 2012/129494	9/27/2012	Simplicity Pattern Co. Inc.

Title	Country	Status	Application Number	Application Filing Date	Patent/Pub. Number	Issue/Pub. Date	Registered Owner
NEEDLE HOLDER	U.S.	Published; Pending	13/039,820	3/3/2011	2012/0222978	9/6/2012	Simplicity Pattern Co. Inc.
DELUXE BIAS TAPE AND COVERED PIPING MAKING MACHINE	U.S.	Pending with USPTO	13/647,050	10/8/2012	N/A	N/A	Simplicity Pattern Co. Inc.
ROTARY CUTTING MACHINE	U.S.	Provisional - Expired and Converted to 13/117,650	61/348,797	5/27/2010	N/A	N/A	Simplicity Pattern Co. Inc.

Title	Country	Status	Application Number	Application Filing Date	Patent/Pub. Number	Issue/Pub. Date	Registered Owner
	PCT	Expired	PCT/US2011/038366	5/27/2011	WO 2011/150331	12/1/2011	Simplicity Pattern Co. Inc.
	U.S.	Published; Pending	13/117,650	5/27/2011	2012/0000333	1/5/2012	Simplicity Pattern Co. Inc.
	U.S.	Notice of Allowance	13/217,503	8/25/2011	2012/0047960	3/1/2012	Simplicity Pattern Co. Inc.
HINGED KNITTING LOOM	U.S.	Notice of Allowance	13/217,503	8/25/2011	2012/0047960	3/1/2012	Simplicity Pattern Co. Inc.

Title	Country	Status	Application Number	Application Filing Date	Patent/Pub. Number	Issue/Pub. Date	Registered Owner
	PCT	Published	PCT/US2011/049059	8/25/2011	WO 2012/027528	3/1/2012	Simplicity Pattern Co. Inc.
KNITTING LOOM	U.S.	Pending	13/553,581	7/19/2012	N/A	N/A	Simplicity Pattern Co. Inc.
HAND HELD FELTING MACHINE	U.S.	Pending	13/438,381	4/3/2012	N/A	N/A	Simplicity Pattern Co. Inc.
CROCHET HOOKS	U.S.	Pending	29/434,969	10/18/2012	N/A	N/A	Simplicity Pattern Co. Inc.