

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3594526

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	WM. WRIGHT CO.	08/08/2014
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT	
Street Address:	60 WALL STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	62022877	
Patent Number:	D701040	
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Email:	mmakover@paulweiss.com, dewilliams@paulweiss.com	
Correspondent Name:	MATTHEW S. MAKOVER	
Address Line 1:	1285 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10019-6064	
ATTORNEY DOCKET NUMBER:	19338-001	
NAME OF SUBMITTER:	MATTHEW S. MAKOVER	
SIGNATURE:	/Matthew S. Makover/	
DATE SIGNED:	10/30/2015	
Total Attachments: 5		
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Patent Security Agreement

Patent Security Agreement, dated as of August 8, 2014, by WM. WRIGHT CO. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the ABL Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to an ABL 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 the Collateral Agent in favor of the Collateral Agent pursuant to which the Pledgors are 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 ABL Credit Agreement, the Pledgors hereby agree 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. Each 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 such 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 Pledgors hereby acknowledge and affirm 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 Pledgors, execute, acknowledge, and deliver to the Pledgors 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, each 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,

WM. WRIGHT CO.

By: 


Name: Steven Isko

Title: Executive Vice President and
General Counsel

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: ~~Eusean Lazarov~~
Title: **Director**

By: 
Name: Michael Winters
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE FOR PUBLISHED APPLICATIONS	DATE OF APPLICATION
Wm. Wright Co.	62/022877	QUILTING AND SEWING APPARATUS AND METHODS	7/10/2014

Issued Patents:

OWNER	PATENT NUMBER	TITLE	DATE OF REGISTRATION
Wm. Wright Co.	D701040	Crochet Hook	3/18/2014

PATENT