

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4439900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WM. WRIGHT CO.	05/15/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	214 N. TRYON STREET, 27TH FLOOR
<b>Internal Address:</b>	ATTENTION: CDO TRUST SERVICES/ JAMES HANLEY
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8567708
PCT Number:	US2012030324
Patent Number:	8402794
Patent Number:	8596096
Patent Number:	8991020
Patent Number:	D701039
Patent Number:	D701040
Patent Number:	D717347
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)235-9492
<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>	
<b>Phone:</b>	2125969167
<b>Email:</b>	Gary.Lee@ropesgray.com
<b>Correspondent Name:</b>	GARY LEE
<b>Address Line 1:</b>	ROPES & GRAY LLP, 1211 AVENUE OF THE AMERICAS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-8704
<b>ATTORNEY DOCKET NUMBER:</b>	PIMG-274-015
<b>NAME OF SUBMITTER:</b>	GARY LEE

<b>SIGNATURE:</b>	/Gary Lee/
<b>DATE SIGNED:</b>	06/01/2017
<b>Total Attachments: 5</b> source=Second Lien TL Patent Security Agreement (WM. Wright Co.)#page1.tif source=Second Lien TL Patent Security Agreement (WM. Wright Co.)#page2.tif source=Second Lien TL Patent Security Agreement (WM. Wright Co.)#page3.tif source=Second Lien TL Patent Security Agreement (WM. Wright Co.)#page4.tif source=Second Lien TL Patent Security Agreement (WM. Wright Co.)#page5.tif	

## Second Lien Term Loan Patent Security Agreement

Second Lien Term Loan Patent Security Agreement, dated as of May 15, 2017 (this, "Patent Security Agreement"), by Wm. Wright Co. (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Second Lien Term Loan Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Second 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 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 Second 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 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.

This Patent Security Agreement has been signed by U.S. Bank National Association not in its individual capacity but solely in its capacity as Collateral Agent. It is hereby expressly understood and agreed that the Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities hereunder as set forth under the Second Lien Term Loan Agreement as if expressly set forth herein, mutatis mutandis.

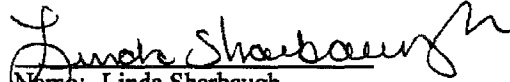
[signature pages follow]

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,

WM. WRIGHT CO.,  
as Pledgor

By:

A handwritten signature in black ink, appearing to read "Linda Sharbaugh", written over a horizontal line.

Name: Linda Sharbaugh

Title: Executive Vice President, Chief  
Financial Officer and Treasurer

[Signature Page to Second Lien Patent Security Agreement (Wm.Wright Co.)]

PATENT  
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Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
solely in its capacity as Collateral Agent and  
not in its individual capacity

By: 

Name: James A. Hanley

Title: Vice President

[Signature Page to Patent Security Agreement (Wm. Wright Co.) -- Second Lien]

**PATENT**  
**REEL: 042565 FRAME: 0723**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**ISSUED PATENTS AND PATENT APPLICATIONS**

**U.S. Patent Applications and Registrations:**

Owner	Title	Country	Status	Appl No	Appl Date	Type	Patent No	Issue Date
Wm. Wright Co.	Portable Bobbin Winder	US	Granted	13/069,660	3/23/2011	Utility	8,567,708 B2	10/29/2013
Wm. Wright Co.	Portable Bobbin Winder	US	Pending	PCT/US2012/030324	3/23/2012	Utility		
Wm. Wright Co.	Hinged Knitting Loom	US	Registered	13/217503	8/25/2011	Utility	8,402,794	3/26/2013
Wm. Wright Co.	Knitting Loom	US	Granted	13/553,581	7/19/2012	Utility	8596096 B2	
Wm. Wright Co.	Hand Held Felting Machine	US	Granted	13/438,381	4/3/2012	Utility	8991020	3/31/2015
Wm. Wright Co.	Crochet Hook (Ergo)	US	Granted	29/434,969	10/18/2012	Design	D701039	3/18/2014
Wm. Wright Co.	Thread Cutter	US	Pending			Search		
Wm. Wright Co.	OffSet Seam Maker	US	Pending			Search		
Wm. Wright Co.	Circular Needle Caddy	US				Search		
Wm. Wright Co.	Crochet Hook	US	Granted	29/465,766	8/30/2013	Design	D701040	3/18/2014
Wm. Wright Co.	Purse Loom	US	Granted	29/465,762	8/30/2013	Design	D717347	11/11/2014