

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4622355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL ELECTRIC COMPANY (AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION), AS RETIRING AGENT	09/26/2017
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS SUCCESSOR AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	8387547
Patent Number:	D671961
Patent Number:	D671962
Patent Number:	7225747
Patent Number:	D601594
Patent Number:	8763543
Patent Number:	8985038
Patent Number:	D744546
Patent Number:	8683932
Patent Number:	8960112
Patent Number:	D715857
Patent Number:	D714380
Patent Number:	8833281
Patent Number:	8925473
Patent Number:	7513203
Patent Number:	8606390
Patent Number:	9631304
CORRESPONDENCE DATA	

PATENT

Fax Number: (312)993-9767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: ZEYNEP GIESEKE

Address Line 1: 330 N. WABASH AVENUE, SUITE 2800

Address Line 2: LATHAM & WATKINS LLP

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0740
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NAME OF SUBMITTER:	ZEYNEP GIESEKE
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SIGNATURE:	/zg/
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DATE SIGNED:	10/02/2017
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Total Attachments: 23

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of September 26, 2017, is by **GENERAL ELECTRIC COMPANY** (as successor in interest to General Electric Capital Corporation, individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ARES CAPITAL CORPORATION**, a Delaware corporation (individually, “**Ares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, SINGER SOURCING LIMITED LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC COMPANY (as
successor by merger to General Electric
Capital Corporation)

By: 

Name: William L. Carabelli

Its ☒ Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC COMPANY (as
successor by merger to General Electric
Capital Corporation)

By: _____
Name: _____
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By:  _____
Name: Ian Fitzgerald
Title: Authorized Signatory

EXHIBIT A

Trademark and Patent Security Agreement dated as of June 27, 2017 and filed with the United States Patent and Trademark Office on July 11, 2017 at Reel 6102, Frame 0968 and at Reel 042976, Frame 0147.

Trademark Security Agreement dated as of June 27, 2017 and filed with WIPO.

Trademark and Design Security Agreement dated as of June 27, 2017 and filed with EU IPO.

EXHIBIT B

See attached

Trademark and Patent Security Agreement

This **Trademark and Patent Security Agreement**, is made this 27th of June, 2017 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Company (as successor in interest by merger to General Electric Capital Corporation) in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Global Guaranty and Pledge Agreement, dated as of June 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), in favour of the Agent entered into in connection with that certain Credit Agreement, dated as of June 27, 2012, among Singer Sewing Company, as a Borrower and as the Borrower Representative, the other Borrowers party thereto, the Credit Parties party thereto, General Electric Capital Corporation, as Administrative Agent and Revolver Agent, L/C Issuer and as a Lender, and the additional Lenders from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Pledge Agreement, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark and Patent Collateral. The Grantor hereby pledges and grants to the 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 the following Pledged Collateral of such Pledger:

- (a) registered Trademarks and Patents, and applications therefore, of such Pledger listed on Schedule 1 and 2 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks and Patents; and
- (d) all Proceeds of any and all of the foregoing.

Section 3. Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Pledge 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 Agreement is deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgers an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, and lien and security interest in the Trademarks and Patents under this Agreement.

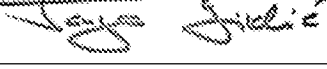
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

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

SINGER SOURCING LIMITED LLC

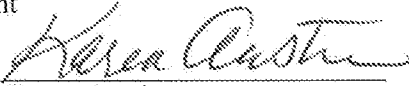
By:  _____

Name: Tanja Mannheim

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric
Capital Corporation)
as Agent

By: 

Name: Karen Austin

Title: Authorized Signatory

SCHEDULE 1

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
MAESTRO	U.S.	87/116,632			Pending

SCHEDULE 2

Title	Patent No.	Country	App. No.	Issue Date	Status
TOP FEEDER FOR A SEWING MACHINE	8,387,547	U.S.	13/377,564	5 Mar 2013	Granted
SEWING MACHINE	D671,961	U.S.	29/404,293	4 Dec 2012	Granted
SEWING MACHINE	D671,962	U.S.	29/404,294	4 Dec 2012	Granted
CONTROL OF THREAD FEED FOR A SEWING MACHINE	7,225,747	U.S.	11/079,312	5 Jun 207	Granted
SEWING MACHINE	D601,594	U.S.	29/328,732	6 Oct 2009	Granted
MECHANICALLY OPERATED PRESSER FOOT LIFT ARRANGEMENT AND A SEWING MACHINE COMPRISING THE ARRANGMENT	8,763,543	U.S.	13/001,402	1 Jul 2014	Granted
FEEDER MOVEMENT COMPENSATION	8,985,038	U.S.	13/156,347	24 Mar 2015	Granted
SEWING MACHINE	D744,546	U.S.	29/454,664	1 Dec 2015	Granted
POSITIONING OF SWITCH DATA OBJECTS	8,683,932	U.S.	12/675,518	1 Apr 2014	Granted
STITCHING SYSTEM AND METHOD FOR STITCH STOP EMBELLISHMENTS	8,960,112	U.S.	13/757,245	24 Feb 2014	Granted
FLOWER TEMPLATE	D715,857	U.S.	29/444,237	21 Oct 2014	Granted
FLOWER TEMPLATE	D714,380	U.S.	29/444,235	30 Sep 2014	Granted
TEXTURE HOOP FIXTURE	8,833,281	U.S.	12/791,822	16 Sep 2014	Granted

SCHEDULE 2

Title	Patent No.	Country	App. No.	Issue Date	Status
THREAD CUT WITH VARIABLE THREAD CONSUMPTION IN A SEWING MACHINE	8,925,473	U.S.	12/680,736	6 Jan 2015	Granted
METHOD AND ARRANGEMENT FOR A SEWING MACHINE	7,513,203	U.S.	11/443,294	7 Apr 2009	Granted
SEWING MACHINE HAVING A CAMERA FOR FORMING IMAGES OF A SEWING AREA	8,606,390	U.S.	12/809,590	10 Dec 2013	Granted
VARIABLE TIMING SYSTEM OF A SEWING MACHINE AND METHOD FOR SELECTIVELY ADJUSTING A TIMING OF SUCH A SYSTEM	9,631,304	U.S.	14/206,806	25 Apr 2017	Granted

Trademark Security Agreement

This **Trademark Security Agreement**, is made this 27th of June, 2017 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Company (as successor in interest by merger to General Electric Capital Corporation) in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Global Guaranty and Pledge Agreement, dated as of June 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), in favour of the Agent entered into in connection with that certain Credit Agreement, dated as of June 27, 2012, among Singer Sewing Company, as a Borrower and as the Borrower Representative, the other Borrowers party thereto, the Credit Parties party thereto, General Electric Capital Corporation, as Administrative Agent and Revolver Agent, L/C Issuer and as a Lender, and the additional Lenders from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Pledge Agreement, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the 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 the following Pledged Collateral of such Pledger:

- (a) registered Trademarks, and applications therefore, of such Pledger listed on Schedule 1 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing.

Section 3. Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge 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 Agreement is deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgers an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, and lien and security interest in the Trademarks under this Agreement.

Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

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

SINGER SOURCING LIMITED LLC

By: 

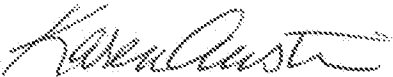
Name: Tanja Mannheim

Title: Authorized Signatory

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric
Capital Corporation)
as Agent

By: 

Name: Karen Austin

Title: Authorized Signatory

Schedule 1

Territory: International Registration (Madrid Protocol)

Registrant: SINGER SOURCING LIMITED LLC

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date
MAESTRO	1308124	August 1, 2016	1308124	August 1, 2016	August 1, 2026

Trademark and Design Security Agreement

This **Trademark Security and Design Agreement**, is made this 27th of June, 2017 (this "Agreement"), between the grantor listed on the signature page hereof (the "Grantor") and General Electric Company (as successor in interest by merger to General Electric Capital Corporation) in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Global Guaranty and Pledge Agreement, dated as of June 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), in favour of the Agent entered into in connection with that certain Credit Agreement, dated as of June 27, 2012, among Singer Sewing Company, as a Borrower and as the Borrower Representative, the other Borrowers party thereto, the Credit Parties party thereto, General Electric Capital Corporation, as Administrative Agent and Revolver Agent, L/C Issuer and as a Lender, and the additional Lenders from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Pledge Agreement, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the 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 the following Pledged Collateral of such Pledger:

- (a) registered Trademarks and Designs, and applications therefore, of such Pledger listed on Schedule 1 and 2 attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all business goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing.

Section 3. Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Designs made and granted hereby are more fully set forth in the Pledge 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 Agreement is deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgers an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, and lien and security interest in the Trademarks and Designs under this Agreement.

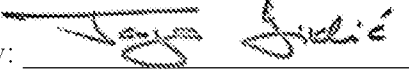
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Signature Pages Follow]

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

SINGER SOURCING LIMITED LLC


By: 

Name: Tanja Mannheim

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC COMPANY (as successor in interest by merger to General Electric
Capital Corporation)
as Agent

By: 

Name: Karen Austin

Title: Authorized Signatory

Schedule 1

Territory: European Union (EU Trademarks)

Registrant: SINGER SOURCING LIMITED LLC

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Next RNL Date
MAESTRO	15074354	Feb 3, 2016	15074354	Oct10, 2016	Feb 3, 2026

Schedule 2 -- EU Designs -- Singer Sourcing Limited LLC

Title Type Of Patent	Owner Client	Country File Reference	Filing Date Issue Date	Serial No. Issue No.	Status Sub Status	Agent Expiry Date
AMBITION 1.0 sewing machine						
AMBITION 1.0 sewing machine	Singer Sourcing Limited LLC	RCD	18 Apr 2011	1852260-0001	Granted	ReedSmith LLP
Registered Design		D1028EU00	20 Apr 2011	1852260-0001		18 Apr 2036
AMBITION 1.5 sewing machine						
AMBITION 1.5 sewing machine	Singer Sourcing Limited LLC	RCD	18 Apr 2011	1852260-0002	Granted	VSM Group AB
Registered Design		D1029EU00	20 Apr 2011	1852260-0002		18 Apr 2036
Designer JADE 35						
Designer JADE 35	Singer Sourcing Limited LLC	RCD	24 Aug 2015	002759662-0001	Granted	24 Aug 2040
Registered Design		D1037EU00	24 Aug 2015	002759662-0001		
Designer JADE 35	Singer Sourcing Limited LLC	RCD	24 Aug 2015	002759662-0002	Granted	24 Aug 2040
Registered Design		D1037EU01	24 Aug 2015	002759662-0002		
PFAFF Passport						
PFAFF Passport	Singer Sourcing Limited LLC	RCD	28 Jan 2013	002173625-0001	Granted	ReedSmith LLP
Registered Design		D1033EU00	28 Jan 2013	002173625-0001		28 Jan 2038
Template Circular Flower						
Template Circular Flower	Singer Sourcing Limited LLC	RCD	15 Jan 2013	002167122-0001	Granted	ReedSmith LLP
Registered Design		D1032EU00	15 Jan 2013	002167122-0001		15 Jan 2038
Template Circular Flower	Singer Sourcing Limited LLC	RCD	15 Jan 2013	002167122-0002	Granted	ReedSmith LLP
Registered Design		D1032EU01	15 Jan 2013	002167122-0002		15 Jan 2038