

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453044

<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>
Wilton Industries, Inc.		12/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC		
<b>Street Address:</b>	40 West 57th Street		
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4746351	I TAUGHT MYSELF TO LOOM KNIT	
<b>Registration Number:</b>	4998896	I TAUGHT MYSELF	
<b>Registration Number:</b>	4103189	I TAUGHT MYSELF KNITTING	
<b>Registration Number:</b>	4081352	I TAUGHT MYSELF TO CROCHET	
<b>Serial Number:</b>	87306053	ADVANCE SELECT	
<b>Serial Number:</b>	86249792	I TAUGHT MYSELF TO QUILT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	(212) 530-5000		
<b>Email:</b>	trademark@milbank.com		
<b>Correspondent Name:</b>	Nathaniel T. Browand		
<b>Address Line 1:</b>	MILBANK, TWEED, HADLEY & MCCLOY, LLP		
<b>Address Line 2:</b>	28 LIBERTY STREET, 47TH FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	34408.03200		
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand		
<b>SIGNATURE:</b>	/Nathaniel T. Browand/		
<b>DATE SIGNED:</b>	12/04/2017		

CH \$165.00 4746351

**Total Attachments: 5**

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## Supplemental First Lien Term Loan Trademark Security Agreement

Supplemental First Lien Term Loan Trademark Security Agreement, dated as of December 1, 2017 (this, “Supplemental Trademark Security Agreement”), by Wilton Industries, 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;

WHEREAS, the parties hereto are party to that certain Trademark Security Agreement, dated as of May 15, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to Sections 3.6 and 6.3 of the Security Agreement, the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement to the Trademark Security Agreement upon the Pledgor obtaining additional rights to Trademarks which constitute Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and in contemplation of the foregoing, 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 Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

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

SECTION 6. Counterparts. This Supplemental 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 Supplemental 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,

WILTON INDUSTRIES, INC.,  
as Pledgor

By:



Name: Ahna Severts

Title: SVP, General Counsel & Secretary


Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
VIKAS KESWANI  
MANAGING DIRECTOR

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

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

<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>
Advance Select	US	Pending	87306053	18-Jan-17		
I Taught Myself To Loom Knit	US	Registered	86253464	4/16/2014	4746351	6/2/2015
I Taught Myself To Quilt	US	Pending	86249792	4/11/2014		
I TAUGHT MYSELF	US	Registered	86389196	9/9/2014	4998896	7/12/2016
I TAUGHT MYSELF KNITTING	US	Registered	85277138	3/25/2011	4103189	2/21/2012
I TAUGHT MYSELF TO CROCHET	US	Registered	85277147	3/25/2011	4081352	1/3/2012