

03-20-2000

To the Honorable Commissioner of Patents



101276166

original documents or copy thereof.

1. Name of conveying party(ies):

Simplicity Pattern Company, Inc.
2 Park Avenue - 12th Floor
New York, New York 10016

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 6, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 2, 065, 957
(See attached Schedule)

Additional numbers attached? Yes No

2. Name and address of receiving party(ies):

Name: SunTrust Bank

Internal Address:

Street Address: 303 Peachtree Street

City Atlanta State GA ZIP 30308

- Individual(s) citizenship
- Association National
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignments)
Additional name(s) & address(es) attached? Yes No

(See attached Schedule)

B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41): \$ 765.00

Enclosed (\$120.00 expedited fee)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela A. Allen

Name of Person Signing

Signature

3/13/00

Date

Total number of pages comprising cover sheet: 12

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

03/20/2000 TTON11 00000044 2065951

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482
03 FC:484

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011).

Schedule I
to Collateral Assignment
and Security Agreement (Trademarks)

SIMPLICITY PATTERN CO., INC.

PENDING AND REGISTERED U.S. TRADEMARKS

<u>MARK</u>	<u>NUMBER</u>
CAMP SIMPLICITY	2,065,951
DESIGN YOUR OWN	2,106,457
FUSS-FREE FIT	1,135,740
IT'S SO EASY IT'S SIMPLICITY	1,664,976
JIFFY	805,145
NEW LOOK	1,553,693
PUMPKIN PUSS	1,819,900
QUICK MEASURE	684,574
SIMPLICITY (pattern periodical books/magazine)	508,255
SIMPLICITY (craft kits)	1,482,464
SIMPLICITY (ironing boards covers and pads)	1,844,474
SIMPLICITY (sewing machine notions)	1,426,278
SIMPLICITY (patterns)	514,739
SIMPLICITY (poly-fiberfill)	2,282,887
SIMPLICITY (pillow forms)	2,282,886
SIMPLICITY (toy sewing machines)	2,280,074
SIMPLICITY DECOR	1,889,877
SIMPLICITY DOLL HOUSE	1,642,911
SIMPLICITY HOUSE (& design)	1,466,326
SIMPLICITY PERSONAL FIT	816,384
SIMPLY THE BEST	1,914,892
STYLE	891,787
STYLE AT HOME	1,899,797
STYLE MADE EASY	1,839,380
SUPER SIMPLE	1,213,895
THE PANEL PLACE	2,188,571
THE 2 HOUR EXPRESS (& design)	1,686,390
YES I CAN	1,784,085
YES I CAN ! (& design)	1,135,739
NEXT	75/851531

[Signature Page to Collateral Assignment of Trademarks]

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of March 6, 2000, executed by SIMPLICITY PATTERN CO., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK (formerly SunTrust Bank, Atlanta), a Georgia banking corporation ("SunTrust"), as Agent (the "Agent"), on its behalf and on behalf of the lenders ("Lenders") from time to time party to the Credit Agreement, dated as of the date hereof, by and among CIC ACQUISITION SUB., INC., a South Carolina corporation (the "Borrower"), Lenders, and SUNTRUST BANK, in its capacity as Agent for the Lenders (the "Agent"), as Issuing Bank and as Swingline Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Grantor owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

WHEREAS, the Lenders propose to make certain loans to the Borrower pursuant to the Credit Agreement; and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement) in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned, mortgaged, pledged and hypothecated to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

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WHEREAS, As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Grantor grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Grantor or except the Grantor now has or hereafter acquires rights and wherever located (except any

jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all

deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on following page]

SUNTRUST BANK,
as Agent

By: Budley / STM
Name: _____
Title: _____

Signed, sealed and delivered
this 6th day of March, 2000

[Signature]
Notary Public

THOMAS J. MORATTI
Notary Public, State of New York
No. 01-MO5080005
Qualified in Kings County
Commission Expires June 16, 2001

My Commission expires:

Todd K...
Witness

Susan L. Lueli
Witness

[Signature Page to Collateral Assignment of Trademarks]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

SIMPLICITY PATTERN CO., INC.

By: Frank J. Russo
Name: _____
Title: _____

Signed, sealed and delivered
this 6th day of March, 2000

[Signature]
Notary Public

THOMAS J. MORATTI
Notary Public, State of New York
No. 01-MO5080005
Qualified in Kings County
Commission Expires June 16, 2001

My Commission expires:

Susan L. Ludi
Witness

Todd Holt
Witness

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SIMPLICITY (pillow forms)	2,282,886
SIMPLICITY (toy sewing machines)	2,280,074
SIMPLICITY DÉCOR	1,889,877
SIMPLICITY DOLL HOUSE	1,642,911
SIMPLICITY HOUSE (& design)	1,466,326
SIMPLICITY PERSONAL FIT	816,384
SIMPLY THE BEST	1,914,892
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STYLE AT HOME	1,899,797
STYLE MADE EASY	1,839,380
SUPER SIMPLE	1,213,895
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YES I CAN	1,784,085
YES I CAN ! (& design)	1,135,739
NEXT	75/851531

[Signature Page to Collateral Assignment of Trademarks]

TRADEMARK LICENSES

License Agreement dated December 3, 1998 between Hasbro Canada Inc. and Simplicity Pattern Company regarding MR. POTATO HEAD and MRS. POTATO HEAD.

License Agreement dated January 4, 1991 between Mars Incorporated and Simplicity Pattern Co., Inc. regarding Mars Brand Milky Way Bar Package, 3 Musketeers Bar Package, Snickers Bar Package, M&M's Chocolate Candies Package, Big on Chocolate, "M", "M" Character.

License Agreement dated June 1, 1995 between Marvel Entertainment Group, Inc. and Simplicity Pattern Company regarding various characters featured in the Spider Man New Animation Television series and all characters as featured in Saban X-Men Animation Television Series.

License Agreement dated March 14, 1995 between Surge Entertainment, Inc. and Simplicity Pattern Co., Inc. regarding the character(s) Street Sharks.

Retail License Agreement dated March 19, 1997 between Warner Bros. and Simplicity Pattern Co. regarding the names and static visual likeness of various characters depicted in the motion picture The Wizard of Oz.

Retail License (Canada) dated July 25, 1997 between Warner Bros. and Simplicity Pattern Co. regarding certain elements depicted in the theatrical motion picture The Wizard of Oz.

License Agreement dated December 9, 1992 between Rommy Hunt Revson and Simplicity Pattern Co., Inc. regarding U.S. Design Patent Nos. 292030, 315226 and pending patent application numbers 906,797, 909645, 935029 and U.S. Trademark application 292409 for the mark FANFARE , U.S. Trademark application 310830 for the mark ROMMY and any copyrights covering same.

License Agreement dated February 15, 1978 between Jessica/Gunne Sax Ltd. and Simplicity Pattern Co., Inc. regarding trademarks and trade names GUNNE SAX, GUNNIES and JESSICA MCCLINTOCK.

Letter Agreement dated October 13, 1993 between Ford Models, Inc. and Simplicity Pattern Co., Inc. regarding trademarks MARY DUFFY FOR BIG BEAUTIES, BIG BEAUTIES BY MARY DUFFY and THE MARY DUFFY COLLECTION.

Letter Agreement dated November 12, 1991 between Andrea Schewe and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Andrea Schewe.

Letter Agreement dated December 14, 1995 between Leslie Beck and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Leslie Beck.

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Letter Agreement dated December 30, 1991 between Luella Doss and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Luella Doss.

Letter Agreement dated August 28, 1995 between Darrow Production Company and Simplicity Pattern Co., Inc. regarding originally designed patterns and trademark Darrow Production.

Letter Agreement dated June 1, 1994 between Of My Hands and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kathleen Brown and Of My Hands.

Letter Agreement (not dated) between Oliver-Goodin Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Oliver-Goodin.

Letter Agreement dated January 17, 1995 between Patricia L. Brown and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patricia L. Brown.

Letter Agreement dated January 6, 1992 between Patticake Pals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patticake Pals.

Letter Agreement dated August 31, 1994 between Prairie Pastimes and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Pastimes.

Letter Agreement dated May 1, 1995 between Prairie Sun Enterprises, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Sun.

Letter Agreement dated May 20, 1994 between Rare Editions and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Rare Editions.

Letter Agreement dated May 15, 1997 between Reiss Design, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Carla Reiss and Reiss Design.

Letter Agreement dated August 4, 1997 between Ruth Cunningham and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ruth Cunningham.

Letter Agreement dated September 13, 1996 between Sharin'-a-little-bit and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Sharon Sharp and Sharin'-a-little-bit.

Letter Agreement dated January 11, 1985 (as amended) between Shirley Botsford Design Associates and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Shirley Botsford.

Letter Agreement dated June 13, 1995 between Sunrise Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Jana Davis and Sunrise Designs.

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Letter Agreement dated January 15, 1996 between Poppyfield Dreams and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Poppyfield Dreams.

Letter Agreement dated April 21, 1997 between Teazer and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Suzanne Thees and Teazer.

Letter Agreement dated September 21, 1992 between K.P. Kids & Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kari Pearson and K.P. Kids & Co.

Letter Agreement dated April 26, 1994 between Ilene Hochberg and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ilene Hochberg.

Letter Agreement dated October 26, 1992 between Ginger Kean Berk and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ginger Kean Berk.

Letter Agreement dated March 15, 1990 between Faith E. Van Zanten and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Faith Van Zanten.

Letter Agreement dated January 31, 1992 between Donna Lang and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademark Donna Lang.

Letter Agreement dated February 2, 1998 between Cindy Chock and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Chock.

Letter Agreement dated December 27, 1993 between Christi Originals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Christina Adams and Christi Originals.

Letter Agreement dated November 15, 1996 between Button Weeds and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kris Kerrigan and Button Weeds.

Letter Agreement dated February 24, 1992 between The Cotton Way Collection and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Bonnie Olaveson and The Cotton Way Collection.

Letter Agreement dated April 21, 1995 between Dream Babies 'N Stitches and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Patricia Biven and Dream Babies 'N Stitches.

Letter Agreement dated January 6, 1997 between Dianna Marcum Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Dianna Marcum.

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Letter Agreement dated October 20, 1994 between TIMBUKTU, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Chandra Verrett and Imani.

Letter Agreement dated February 1, 1996 between Teri Miliano and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Teri Miliano.

Letter Agreement dated January 22, 1997 between The Quilted Closet and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Waldschmitt and The Quilted Closet.

Letter Agreement dated July 31, 1995 between Angie Wilhite and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Angie Wilhite.

Letter Agreement dated December 4, 1997 between Bennington Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Bennington Designs.

Letter Agreement dated November 14, 1995 between Cindy Bush Cambier and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Bush Cambier.

Letter Agreement dated April 14, 1992 between Elaine Heigl and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Heigl and Family Albums by Elaine Heigl.

Agreement dated October 1, 1996 between Girls Scouts of the United States of America (GSUSA) and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Daisy Girl Scout, Brownie Girl Scout, Girl Scouts and designs associated therewith.

Letter Agreement dated November 25, 1996 between Jann Johnson and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Jann Johnson.

Letter Agreement dated August 28, 1997 between kenna & donna designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark kenna & donna designs.

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