

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SINGER SEWING COMPANY		05/13/2009	CORPORATION: DELAWARE
SVP WORLDWIDE, LLC		05/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
KSIN BERMUDA II LIMITED		05/13/2009	COMPANY: BERMUDA
SINGER SOURCING LTD.		05/13/2009	COMPANY: BERMUDA
VSM SEWING INC.		05/13/2009	CORPORATION: OHIO
VSM CANADA INC.		05/13/2009	CORPORATION: CANADA
VSM SOURCING LIMITED		05/13/2009	COMPANY: BERMUDA
VSM GROUP AB		05/13/2009	COMPANY: SWEDEN
SVP HOLDINGS LIMITED		05/13/2009	COMPANY: BERMUDA
KSIN U.S. I, INC		05/13/2009	CORPORATION: DELAWARE
KSIN U.S. II, INC.		05/13/2009	CORPORATION: DELAWARE
KVSM, U.S., LLC		05/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
VSM NA HOLDINGS INC.		05/13/2009	CORPORATION: DELAWARE
VSM NORTH AMERICA FINANCE AB		05/13/2009	COMPANY: SWEDEN
VSM DESIGNS INC.		05/13/2009	CORPORATION: OHIO
KSIN BERMUDA III LIMITED		05/13/2009	COMPANY: BERMUDA
KSIN HOLDINGS LIMITED		05/13/2009	COMPANY: BERMUDA
KSIN LUXEMBOURG I, S.AR.L.		05/13/2009	COMPANY: LUXEMBOURG
THE SINGER COMPANY LIMITED		05/13/2009	COMPANY: ISLE OF MAN
KSIN LUXEMBOURG III, S.AR.L		05/13/2009	COMPANY: LUXEMBOURG
KSIN LUXEMBOURG II, S.AR.L.		05/13/2009	COMPANY: LUXEMBOURG
KVSM LUXEMBOURG, S.AR.L.		05/13/2009	COMPANY: LUXEMBOURG
KVSM SWEDEN AB		05/13/2009	COMPANY: SWEDEN
VSM GROUP HOLDING AB		05/13/2009	COMPANY: SWEDEN

CH \$190.00 0064950

**RECEIVING PARTY DATA**

Name:	UBS AG, STAMFORD BRANCH
-------	-------------------------

**900134321**

**TRADEMARK  
 REEL: 003989 FRAME: 0233**

Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	unknown:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0064950	SINGER
Registration Number:	0049602	SINGER
Registration Number:	0049600	SINGER
Registration Number:	0786974	SINGER
Registration Number:	0049599	SINGER
Registration Number:	0648906	PFAFF
Registration Number:	1013813	VIKING

CORRESPONDENCE DATA

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE  
Address Line 2: Paul Hastings Janofsky & Walker LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	05/18/2009

Total Attachments: 10  
source=Singer Trademark Security Agreement#page1.tif  
source=Singer Trademark Security Agreement#page2.tif  
source=Singer Trademark Security Agreement#page3.tif  
source=Singer Trademark Security Agreement#page4.tif  
source=Singer Trademark Security Agreement#page5.tif  
source=Singer Trademark Security Agreement#page6.tif  
source=Singer Trademark Security Agreement#page7.tif  
source=Singer Trademark Security Agreement#page8.tif  
source=Singer Trademark Security Agreement#page9.tif  
source=Singer Trademark Security Agreement#page10.tif

## Trademark Security Agreement

This **Trademark Security Agreement**, is made this 13th of May, 2009 (this "Agreement"), among Pledgors listed on the signature pages hereof (collectively, jointly and severally, "Pledgors" and each individually "Pledgor") and UBS AG, Stamford Branch in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Pledgors are party to (i) that certain Security Agreement, dated as of August 24, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent entered into in connection with that certain Credit Agreement, dated as of August 24, 2006, by and among Singer Sewing Company, a Delaware corporation, SVP Worldwide, LLC, a Delaware limited liability company, KSIN Bermuda II Limited, a company organized under the laws of the Island of Bermuda, Singer Sourcing Ltd., a company organized under the laws of the Island of Bermuda, VSM Sewing Inc., an Ohio corporation, VSM Canada Inc., an Ontario corporation, VSM Sourcing Limited, a company organized under the laws of the Island of Bermuda, and VSM Group AB, a company organized under the laws of Sweden, as Borrowers, and the Guarantors (as defined in the Credit Agreement) party thereto, as Guarantors, the Collateral Agent, the other agents party thereto and the other financial institutions party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Second Amendment to Credit Agreement, dated as of March 13, 2009 (the "Second Amendment"); and

WHEREAS pursuant to the Second Amendment, the Pledgors are required to execute and deliver this Agreement on or before May 13, 2009;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security 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 Trademark 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 the following Pledged Collateral of such Pledgor:

- (a) registered Trademarks, and applications therefore, of such Pledgor listed on Schedule I 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. Security Agreement. The security interest granted pursuant to this 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 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, 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.

[Signature Page Follows]

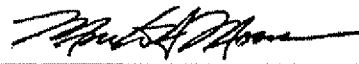
IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

**PLEDGORS:**


**SINGER SEWING COMPANY**

By:   
Name: Martin A. Moore  
Title: VP & Secretary

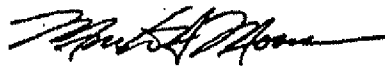
**SVP WORLDWIDE, LLC**

By:   
Name: Martin A. Moore  
Title: VP & Secretary

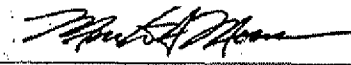
**KSIN BERMUDA II LIMITED**

By:   
Name: Martin A. Moore  
Title: VP & Secretary

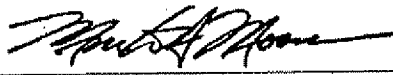
**SINGER SOURCING LTD.**

By:   
Name: Martin A. Moore  
Title: VP & Treasurer


**VSM SEWING INC.**

By:   
Name: Martin A. Moore  
Title: VP & Treasurer


VSM CANADA INC.

By:   
Name: Martin A. Moore  
Title: VP & Asst. Treasurer


VSM SOURCING LIMITED

By:   
Name: Martin A. Moore  
Title: VP & Treasurer

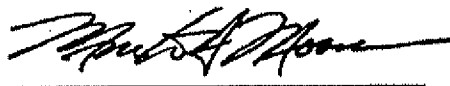
VSM GROUP AB

By:   
Name: Martin A. Moore  
Title: Board Member

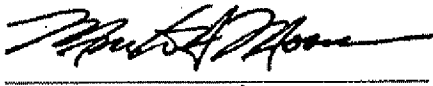
SVP HOLDINGS LIMITED

By:   
Name: Martin A. Moore  
Title: VP & Asst. Secretary


KSIN U.S. I, INC.

By:   
Name: Martin A. Moore  
Title: VP & Treasurer


KSIN U.S. II, INC.

By:   
Name: Martin A. Moore  
Title: VP & Treasurer

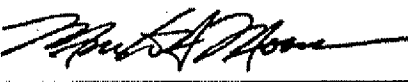
KVSM U.S., LLC

By:   
Name: Martin A. Moore  
Title: VP & Treasurer


VSM NA HOLDINGS INC.

By:   
Name: Martin A. Moore  
Title: VP & Secretary


VSM NORTH AMERICA FINANCE AB

By:   
Name: Martin Moore  
Title: Member of the Board of Directors

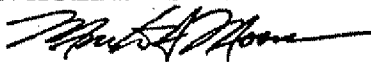
VSM DESIGNS INC.

By:   
Name: Martin A. Moore  
Title: VP & Treasurer


KSIN BERMUDA III LIMITED

By:   
Name: Martin A. Moore  
Title: VP & Asst. Secretary


**KSIN HOLDINGS LIMITED**

By:   
Name: Martin A. Moore  
Title: VP & Asst. Secretary


**KSIN LUXEMBOURG I, S.À.R.L.**

By:   
Name: Martin A. Moore  
Title: Authorized Signatory


**THE SINGER COMPANY LIMITED**

By:   
Name: Martin A. Moore  
Title: Authorized Signatory  
VP & Secretary

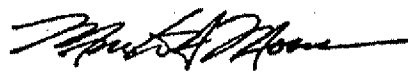
**VSM SOURCING LIMITED**

By:   
Name: Martin A. Moore  
Title: VP & Treasurer

**KSIN LUXEMBOURG III, S.À.R.L.**


By:   
Name: Martin A. Moore  
Title: Authorized Signatory

**KSIN LUXEMBOURG II, S.À.R.L.**

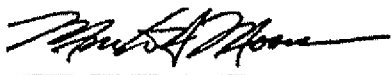
By:   
Name: Martin A. Moore  
Title: Authorized Signatory



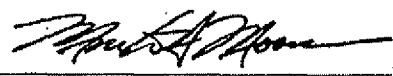
KVSM LUXEMBOURG, S.À.R.L.

By:   
Name: Martin A. Moore  
Title: Authorized Signatory

KVSM SWEDEN AB

By:   
Name: Martin A. Moore  
Title: Authorized Signatory

VSM GROUP HOLDING AB

By:   
Name: Martin A. Moore  
Title: Board Member

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**KVSM LUXEMBOURG, S.À.R.L.**

By: \_\_\_\_\_  
Name:  
Title:

**KVSM SWEDEN AB**

By: \_\_\_\_\_  
Name:  
Title:

**VSM GROUP HOLDING AB**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By: Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director

By: Marie Haddad  
Name: Marie Haddad  
Title: Associate Director

**TRADEMARK**  
**REEL: 003989 FRAME: 0243**

**Schedule I  
to  
Trademark Security Agreement**

Trademark Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
KSIN Luxembourg III, S.à r.l.	R64,950	SINGER
KSIN Luxembourg III, S.à r.l.	R49,602	SINGER
KSIN Luxembourg III, S.à r.l.	R49,600	SINGER
KSIN Luxembourg III, S.à r.l.	R786,974	SINGER
KSIN Luxembourg III, S.à r.l.	R49,599	SINGER
VSM Group AB	R648,906	PFAFF
VSM Group AB	R1,013,813	VIKING

LEGAL\_US\_E # 83131264.2