

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427800

| | | | |
|-----------------------------------|-------------------------------------|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SIMPLICITY PATTERN CO. INC. | | 05/15/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HPS INVESTMENT PARTNERS, LLC | | |
| Street Address: | 40 West 57th Street | | |
| Internal Address: | 33rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77793720 | C.C. BIGGER | |
| Serial Number: | 85048215 | CHERISH BY SIMPLICITY | |
| Serial Number: | 86112855 | COUNTRY STYLE APPLIQUES | |
| Serial Number: | 75089650 | DESIGN YOUR OWN | |
| Serial Number: | 86141036 | FRIGHT FUN | |
| Serial Number: | 74043946 | IT'S SO EASY IT'S SIMPLICITY | |
| Serial Number: | 72205363 | JIFFY | |
| Serial Number: | 73714338 | NEW LOOK | |
| Serial Number: | 86139596 | SEW SIMPLE | |
| Serial Number: | 85198116 | SEWSIMPLE | |
| Serial Number: | 77784971 | SIMPLICITY | |
| Serial Number: | 75435829 | SIMPLICITY | |
| Serial Number: | 71541710 | SIMPLICITY | |
| Serial Number: | 71541711 | SIMPLICITY | |
| Serial Number: | 73672689 | SIMPLICITY | |
| Serial Number: | 78810830 | SIMPLICITY | |
| Serial Number: | 77784953 | SIMPLICITY | |
| Serial Number: | 73579797 | SIMPLICITY | |
| TRADEMARK | | | |

CH \$640.00 77793720

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 76289950 | SIMPLICITY TRIMS |
| Serial Number: | 74562004 | SIMPLY THE BEST |
| Serial Number: | 72304022 | STYLE |
| Serial Number: | 85238660 | WORKROOM |
| Serial Number: | 74288707 | YES I CAN |
| Serial Number: | 86110249 | YES I CAN |
| Serial Number: | 73197873 | YES I CAN! |

CORRESPONDENCE DATA

Fax Number: 2128225096

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: 2125305096

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | Nathaniel T. Browand |
| SIGNATURE: | /Nathaniel T. Browand/ |
| DATE SIGNED: | 05/16/2017 |

Total Attachments: 6

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First Lien Term Loan Trademark Security Agreement

First Lien Term Loan Trademark Security Agreement, dated as of May 15, 2017 (this, "Trademark Security Agreement"), by Simplicity Pattern Co. 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 pursuant to which the Pledgor is required to execute and deliver this Trademark 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 First 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 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 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 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 Trademark Security Agreement in accordance with Section 11.4 of the Security Agreement.

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

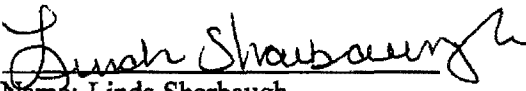
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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,

SIMPLICITY PATTERN CO. INC.,
as Pledgor

By: 
Name: Linda Sharbaugh
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to First Lien Trademark Security Agreement (Simplicity Pattern Co. Inc.)]

TRADEMARK
REEL: 006060 FRAME: 0026

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____

Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Applications and Registrations

| Owner | Trademark | Country | Status | Appl No | Appl Date | Reg No | Reg Date |
|-----------------------------|--------------------------------|----------------|---------------|----------------|------------------|---------------|-----------------|
| Simplicity Pattern Co. Inc. | C.C. BIGGER | US | Registered | 77-793720 | 7/30/2009 | 3865540 | 10/19/2010 |
| Simplicity Pattern Co. Inc. | CHERISH BY SIMPLICITY | US | Registered | 85-048215 | 5/26/2010 | 4064194 | 11/29/2011 |
| Simplicity Pattern Co. Inc. | Country Style Appliques Design | US | Pending | 86112855 | 11/7/2013 | | |
| Simplicity Pattern Co. Inc. | DESIGN YOUR OWN | US | Registered | 75-089650 | 4/17/1996 | 2106457 | 10/21/1997 |
| Simplicity Pattern Co. Inc. | Fright Fun | US | Pending | 86141036 | 12/11/2013 | | |
| Simplicity Pattern Co. Inc. | IT'S SO EASY IT'S SIMPLICITY | US | Registered | 74-043946 | 3/30/1990 | 1664976 | 11/19/1991 |
| Simplicity Pattern Co. Inc. | JIFFY | US | Registered | 72-205363 | 11/2/1964 | 805145 | 3/8/1966 |
| Simplicity Pattern Co. Inc. | NEW LOOK | US | Registered | 73-714338 | 3/2/1988 | 1553693 | 8/29/1989 |
| Simplicity Pattern Co. Inc. | Sew Simple | US | Pending | 86139596 | 12/10/2013 | | |
| Simplicity Pattern Co. Inc. | SEWSIMPLE | US | Registered | 85-198116 | 12/15/2010 | 4071855 | 12/13/2011 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 77-784971 | 7/20/2009 | 3752180 | 2/23/2010 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 75-435829 | 2/17/1998 | 2280074 | 9/21/1999 |
| Simplicity Pattern | SIMPLICITY | US | Registered | 71-541710 | 11/19/1947 | 514739 | 9/6/1949 |

| Owner | Trademark | Country | Status | Appl No | Appl Date | Reg No | Reg Date |
|-----------------------------|-----------------------|---------|------------|-----------|------------|---------|------------|
| Co. Inc. | | | | | | | |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 71-541711 | 11/19/1947 | 508225 | 4/5/1949 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 73-672689 | 7/17/1987 | 1482464 | 3/29/1988 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 78-810830 | 2/9/2006 | 3396194 | 3/11/2008 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 77-784953 | 7/20/2009 | 3865506 | 10/19/2010 |
| Simplicity Pattern Co. Inc. | SIMPLICITY | US | Registered | 73-579797 | 1/27/1986 | 1426278 | 1/27/1987 |
| Simplicity Pattern Co. Inc. | SIMPLICITY TRIMS | US | Registered | 76-289950 | 7/25/2001 | 2585152 | 6/25/2002 |
| Simplicity Pattern Co. Inc. | SIMPLY THE BEST | US | Registered | 74-562004 | 8/17/1994 | 1914892 | 8/29/1995 |
| Simplicity Pattern Co. Inc. | STYLE | US | Registered | 72-304022 | 7/31/1968 | 891787 | 5/26/1970 |
| Simplicity Pattern Co. Inc. | WORKROOM | US | Registered | 85-238660 | 2/10/2011 | 4071952 | 12/13/2011 |
| Simplicity Pattern Co. Inc. | YES I CAN | US | Registered | 74-288707 | 6/24/1992 | 1784085 | 7/27/1993 |
| Simplicity Pattern Co. Inc. | YES I CAN | US | Pending | 86110249 | 11/5/2013 | | |
| Simplicity Pattern Co. Inc. | YES I CAN! (Stylized) | US | Registered | 73-197873 | 12/22/1978 | 1135739 | 5/20/1980 |

TRADEMARK
REEL: 006060 FRAME: 0029

RECORDED: 05/16/2017