

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429801

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:	U.S. Bank National Association, as collateral agent		
Street Address:	214 N. Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3865540	C.C. BIGGER	
Registration Number:	4064194	CHERISH BY SIMPLICITY	
Serial Number:	86112855	COUNTRY STYLE APPLIQUES	
Registration Number:	2106457	DESIGN YOUR OWN	
Serial Number:	86141036	FRIGHT FUN	
Registration Number:	1664976	IT'S SO EASY IT'S SIMPLICITY	
Registration Number:	0805145	JIFFY	
Registration Number:	1553693	NEW LOOK	
Serial Number:	86139596	SEW SIMPLE	
Registration Number:	4071855	SEWSIMPLE	
Registration Number:	3752180	SIMPLICITY	
Registration Number:	2280074	SIMPLICITY	
Registration Number:	0514739	SIMPLICITY	
Registration Number:	0508225	SIMPLICITY	
Registration Number:	1482464	SIMPLICITY	
Registration Number:	3396194	SIMPLICITY	
Registration Number:	3865506	SIMPLICITY	
Registration Number:	1426278	SIMPLICITY	
Registration Number:	2585152	SIMPLICITY TRIMS	

CH \$640.00 3865540

Property Type	Number	Word Mark
Registration Number:	1914892	SIMPLY THE BEST
Registration Number:	0891787	STYLE
Registration Number:	4071952	WORKROOM
Registration Number:	1784085	YES I CAN
Serial Number:	86110249	YES I CAN
Registration Number:	1135739	YES I CAN!

CORRESPONDENCE DATA

Fax Number: 6172359493
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: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	PIMG-274-015
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	06/02/2017

Total Attachments: 6
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Second Lien Term Loan Trademark Security Agreement

Second 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 U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Second Lien Term Loan Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second 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 Second 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.

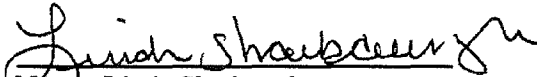
This Trademark Security Agreement has been signed by U.S. Bank National Association not in its individual capacity but solely in its capacity as Collateral Agent. It is hereby expressly understood and agreed that the Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities hereunder as set forth under the Second Lien Term Loan Agreement as if expressly set forth herein, mutatis mutandis.

[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

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent and
not in its individual capacity

By: _____

Name: James A. Hanley
Title: Vice President

[Signature Page to Trademark Security Agreement (Simplicity Paterra Co., Inc.) -- Second Lien]

TRADEMARK
REEL: 006075 FRAME: 0822

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 Co. Inc.	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: 006075 FRAME: 0824

RECORDED: 06/02/2017