

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC		11/21/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SIMPLICITY PATTERN CO. INC.
Street Address:	2240 WEST 75TH STREET
City:	WOODRIDGE
State/Country:	ILLINOIS
Postal Code:	60517
Entity Type:	Corporation: DELAWARE

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

TRADEMARK

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:

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.

Email: dlaker@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Danielle G. Laker

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19338-012
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	11/28/2017

Total Attachments: 5

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of November 21, 2017 is made by HPS INVESTMENT PARTNERS, LLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of SIMPLICITY PATTERN CO. INC., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, in connection with the First Lien Term Loan Security Agreement, dated as of May 15, 2017, among the Collateral Agent, the Company and the other parties thereto (the "Security Agreement"), the Company executed and delivered the First Lien Term Loan Trademark Security Agreement, dated as of May 15, 2017, in favor of the Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in all of its Pledged Collateral consisting of the Trademarks set forth on Schedule A attached hereto, together with all goodwill associated with such Trademarks (the "Released Trademarks");

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on May 16, 2017, at Reel/Frame No. 6060/0022; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released

Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Release 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 Release by signing and delivering one or more counterparts.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: _____

Name:

VIKAS MESWANI
MANAGING DIRECTOR

Title:

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Country	Status	Appl No	Appl Date	Reg No	Reg Date
C.C. BIGGER	US	Registered	77-793720	7/30/2009	3865540	10/19/2010
CHERISH BY SIMPLICITY	US	Registered	85-048215	5/26/2010	4064194	11/29/2011
Country Style Appliques Design	US	Pending	86112855	11/7/2013		
DESIGN YOUR OWN	US	Registered	75-089650	4/17/1996	2106457	10/21/1997
Frigh Fun	US	Pending	86141036	12/11/2013		
IT'S SO EASY IT'S SIMPLICITY	US	Registered	74-043946	3/30/1990	1664976	11/19/1991
JIFFY	US	Registered	72-205363	11/2/1964	805145	3/8/1966
NEW LOOK	US	Registered	73-714338	3/2/1988	1553693	8/29/1989
Sew Simple	US	Pending	86139596	12/10/2013		
SEW SIMPLE	US	Registered	85-198116	12/15/2010	4071855	12/13/2011
SIMPLICITY	US	Registered	77-784971	7/20/2009	3752180	2/23/2010
SIMPLICITY	US	Registered	75-435829	2/17/1998	2280074	9/21/1999
SIMPLICITY	US	Registered	71-541710	11/19/1947	514739	9/6/1949
SIMPLICITY	US	Registered	71-541711	11/19/1947	508225	4/5/1949
SIMPLICITY	US	Registered	73-672689	7/17/1987	1482464	3/29/1988

SIMPLICITY	US	Registered	78-810830	2/9/2006	3396194	3/11/2008
SIMPLICITY	US	Registered	77-784953	7/20/2009	3865506	10/19/2010
SIMPLICITY	US	Registered	73-579797	1/27/1986	1426278	1/27/1987
SIMPLICITY TRIMS	US	Registered	76-289950	7/25/2001	2585152	6/25/2002
SIMPLY THE BEST	US	Registered	74-562004	8/17/1994	1914892	8/29/1995
STYLE	US	Registered	72-304022	7/31/1968	891787	5/26/1970
WORKROOM	US	Registered	85-238660	2/10/2011	4071952	12/13/2011
YES I CAN	US	Registered	74-288707	6/24/1992	1784085	7/27/1993
YES I CAN	US	Pending	86110249	11/5/2013		
YES I CAN! (Stylized)	US	Registered	73-197873	12/22/1978	1135739	5/20/1980