

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Draper's & Damon's LLC		07/10/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86099420	CAREFREE CREME DE LA CREPE	
<b>Serial Number:</b>	86416913	DIAMOND DENIM	
<b>Serial Number:</b>	86348738	FIT-TACULAR	
<b>Serial Number:</b>	86348757	FIT-TACULAR BY DRAPER'S & DAMON'S	
<b>Serial Number:</b>	86540390	SWEATER GIRL BY DRAPER'S & DAMON'S	
<b>Registration Number:</b>	1165943	BROWNSTONE STUDIO	
<b>Registration Number:</b>	2877447	CLASSIC COMFORT	
<b>Registration Number:</b>	2456703	D & D	
<b>Registration Number:</b>	3056392	DD	
<b>Registration Number:</b>	3038382	DD	
<b>Registration Number:</b>	3036662	DRAPER'S & DAMON'S	
<b>Registration Number:</b>	2346876	DRAPER'S & DAMON'S	
<b>Registration Number:</b>	2766953	DRAPER'S STUDIO	
<b>Registration Number:</b>	4331877	FOR A LIFE WELL FASHIONED	
<b>Registration Number:</b>	3136949	SIGNATURE KNITS	
<b>Registration Number:</b>	4682779	SLIMTACULAR	
<b>Registration Number:</b>	4609642	SLIMTACULAR	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 86099420

**Fax Number:** 2149813400

***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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2001 Ross Ave., Suite 3600

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	40106-30870
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<b>NAME OF SUBMITTER:</b>	Dusan Clark
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<b>SIGNATURE:</b>	/Dusan Clark/
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<b>DATE SIGNED:</b>	07/17/2015
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**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2015, (this “Agreement”), by Draper’s & Damon’s LLC (the “Grantor”) in favor of U.S. Bank National Association (“U.S. Bank”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Third Amended and Restated Pledge and Security Agreement, dated as of July 10, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Third Amended and Restated Credit Agreement, dated as of July 10, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, Northstar Holdings Inc., a Delaware corporation, as Holdings, Bluestem Brands, Inc., a Delaware corporation (“Bluestem”), as a Borrower, upon the effectiveness of the Orchard Acquisition and its merger with Merger Sub, Orchard Brands Corporation, a Delaware corporation, as a Borrower, certain other Subsidiaries of Bluestem as identified from time to time as “Borrowers”, the Lenders from time to time party thereto and U.S. Bank, in its capacities as administrative agent and collateral agent for the Lenders. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks and the goodwill associated with the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of

which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DRAPER'S & DAMON'S LLC



By: \_\_\_\_\_


Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

**SCHEDULE I**

TRADEMARKS

Mark	Serial No.	Registration No.	Class/Goods	Owner
BROWNSTONE STUDIO	73/230817	1165943	Class 42: Retail clothing store services, and retail mail order clothing services.	Draper's & Damon's LLC
CLASSIC COMFORT	78/270022	2877447	Class 25: Clothing, namely, pants, shorts and capris.	Draper's & Damon's LLC
D & D	75/696012	2456703	Class 35: Retail store services, mail order services and on-line retail store services featuring clothing, handbags, belts and jewelry.	Draper's & Damon's LLC
DD Design 	78/371377	3056392	Class 25: Clothing, namely, pants, shorts, capris, dresses, skirts, tops, bottoms, sweaters, shirts, jackets cardigans, sweaters, warm-up tops, pullovers, sweatpants, sweat tops, sweat shirts, t-shirts, lounge wear, blouses , tank tops.	Draper's & Damon's LLC
DD Design 	78/371401	3038382	Class 35: Retail store services, mail order catalog services and on-line retail store services featuring clothing, headwear, footwear, handbags, belts and jewelry.	Draper's & Damon's LLC
DRAPER'S & DAMON'S	78/371352	3036662	Class 25: Clothing, namely, pants, shorts, capris, dresses, skirts, tops, bottoms, sweaters, shirts, jackets, cardigans, sweaters, warm-up tops, pullovers, sweatpants, sweat tops, sweat shirts, t-shirts, lounge wear, blouses, tank tops.	Draper's & Damon's LLC

DRAPER'S & DAMON'S	75/640364	2346876	Class 35: Retail store services, mail order catalog services and on-line retail store services featuring clothing, headwear, footwear, handbags, belts and jewelry.	Draper's & Damon's LLC
DRAPER'S STUDIO	78/193608	2766953	Class 35: Mail order catalog services and on-line retail store services featuring clothing, headwear, footwear, handbags, belts and jewelry.	Draper's & Damon's LLC
FOR A LIFE WELL FASHIONED	85/728633	4331877	Class 35: Mail order catalog, online and retail store services featuring women's clothing, footwear, jewelry, belts and handbags.	Draper's & Damon's LLC
SIGNATURE KNITS	78/512989	3136949	Class 25: Clothing, namely, pants, capris, dresses, skirts, tops, bottoms, shirts, jackets, cardigans, blouses, tank tops, shells, and scarves.	Draper's & Damon's LLC
SLIMTACULAR	86/118335	4682779	Class 25: Pants.	Draper's & Damon's LLC
SLIMTACULAR Logo 	86/202831	4609642	Class 25: Pants.	Draper's & Damon's LLC

#### TRADEMARK APPLICATIONS

Mark	Serial No	Registration No.	Class/Goods	Owner
CAREFREE CREME DE LA CREPE	86/099420	Published	Class 25: Sportswear, namely, jackets, pants, and skirts having a special fabric.	Draper's & Damon's LLC
DIAMOND DENIM	86/416913	Application allowed	Class 25: Jeans, bottoms, tops, vests, jackets, and skirts, all substantially made of denim.	Draper's & Damon's LLC
FIT-TACULAR	86/348738	Application	Class 25: Sportswear, namely, jackets, pants, skirts, vests, and	Draper's & Damon's

		allowed	sweaters; woven bottoms; woven tops; knit bottoms; knit tops.	LLC
FIT-TACULAR BY DRAPER'S & DAMON'S	86/348757	Application allowed	Class 25: Sportswear, namely, jackets, pants, skirts, vests, and sweaters; woven bottoms; woven tops; knit bottoms; knit tops.	Draper's & Damon's LLC
SWEATER GIRL BY DRAPER'S & DAMON'S	86/540390	Pending	Class 25: Tops, namely, sweaters.	Draper's & Damon's LLC



**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

**SCHEDULE III**

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.