

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnny Appleseed's, Inc.		07/10/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2675815	YUMMY	
Registration Number:	0941094		
Registration Number:	1773058	HAYMAKER	
Registration Number:	0921309	JOHNNY APPLESEED'S	
Registration Number:	0756119	JOHNNY APPLESEED'S	
Registration Number:	1771355	APPLESEED'S	
Registration Number:	3788790	FITS YOU. FITS YOUR LIFESTYLE.	
Registration Number:	1499692	FRANCISCA	
Registration Number:	1968641	KORAPEL	
Registration Number:	2570640	KORET	
Registration Number:	2925465	KORET SOLOS	
Registration Number:	3705898	KORETCOMPANY.COM	
Registration Number:	4042496	LESTER SQUARE	
Registration Number:	1956615		
Registration Number:	2134688	SEPARATE IMPRESSIONS BY KORET	
Registration Number:	3705897	SHOPKORET.COM	
Registration Number:	2042095	SOLOS KORET	
Registration Number:	4530567	STUDIO STYLE	
Registration Number:	2176499	THE KORET PERFECT FIT	

CH \$640.00 2675815

Property Type	Number	Word Mark
Registration Number:	2777318	THE TOG SHOP
Registration Number:	1910140	THE TOG SHOP
Serial Number:	86146009	KORET SPORT
Serial Number:	86146004	K
Serial Number:	86261414	K KORET
Serial Number:	86261436	K KORET

CORRESPONDENCE DATA

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., Ste. 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 40106-30870

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 07/17/2015

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2015, (this "Agreement"), by Johnny Appleseed's, Inc. (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.

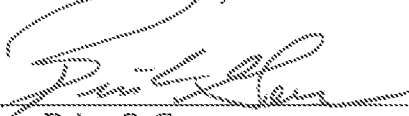
SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

JOHNNY APPLESEED'S, INC.

By: _____



Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

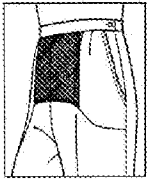
SCHEDULE I



TRADEMARKS

U.S. Federal Registrations:

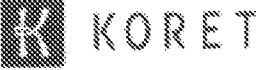
Mark	Serial No.	Registration No.	Class/Goods	Owner
	72367296	0941094	Class 42: DEPARTMENT STORE RETAIL AND MAIL ORDER SERVICES	Johnny Appleseed's Inc.
APPLESEED'S	74/303455	1771355	Class 14: Jewelry; namely, necklaces, and ornamental lapel pins. Class 16: Mail order catalogs featuring apparel and giftware. Class 25: Women's apparel; namely, dresses, skirts, blouses, sweaters, pants, vests, coats, capes, jackets, mufflers, raincoats, hats, scarves, gloves, hosiery, socks, belts, shoes, boots and slippers. Class 42: Retail store and catalog mail order services in the field of apparel and giftware.	Johnny Appleseed's, Inc.
FITS YOU. FITS YOUR LIFESTYLE.	78/860243	3788790	Class 25: Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses and jackets.	Johnny Appleseed's, Inc.
FRANCISCA	73/700086	1499692	Class 25: Women's, and misses' clothing, namely, pants, shorts, jackets, tops, and skirts.	Johnny Appleseed's, Inc.
HAYMAKER	74318369	1773058	Class 25: Footwear; namely, shoes, sneakers,	Johnny Appleseed's Inc.
JOHNNY APPLESEED'S	72367139	0921309	Class 35: RETAIL STORE AND MAIL ORDER SERVICES RELATED TO CONSUMER GOODS	Johnny Appleseed's Inc.

JOHNNY APPLESEED'S	72139756	0756119	Class 10;25;26: Women's and Girls' Dresses, Skirts, Blouses, Shorts, Slacks, Coats, Smocks, Bathing Suits, Hats, Shoes, Gloves, and Hosiery; and Men's and Boys' Trousers, Coats, Jackets, [Overalls,] Shirts, Shorts, [Bathing Suits,] Slacks, Jerseys, Sweaters, Neckties, Shoes [, and Hosiery]	Johnny Appleseed's Inc.
KORAPEL	74/691983	1968641	Class 25: Fabric treated with a stain protector sold as a component of women's clothing, namely skirts, pants, shirts, jackets and tops.	Johnny Appleseed's, Inc.
KORET	75/786041	2570640	Class 25: Women's clothing, namely, skirts, tops, pants, jackets, sweaters, dresses, shorts, coats, suits.	Johnny Appleseed's, Inc.
KORET SOLOS	78/382771	2925465	Class 25: Women's clothing, namely, blouses, skirts, shorts, skorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
KORETCOMPANY.COM	77/274293	3705898	Class 25: Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
LESTER SQUARE	77/734116	4042496	Class 25: Women's apparel, namely, jackets, skirts, sweaters, blouses, pants and dresses.	Johnny Appleseed's, Inc.

Pant Design 	74/667674	1956615	Class 25: Women's clothing, namely, pants.	Johnny Appleseed's, Inc.
SEPARATE IMPRESSIONS BY KORET	75/310903	2134688	Class 25: Women's and misses' blouses, skirts, pants and jackets.	Johnny Appleseed's, Inc.
SHOPKORET.COM	77/274292	3705897	Class 25: Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
SOLOS KORET	75/104571	2042095	Class 25: Women's and misses' blouses, skirts, pants and jackets; Clothing, footwear, headgear.	Johnny Appleseed's, Inc.
STUDIO STYLE	85/825109	4530567	Class 25: Sweaters; blouses; jerseys; pants; skirts; dresses; jackets; coats.	Johnny Appleseed's, Inc.
THE KORET PERFECT FIT	75/279150	2176499	Class 25: Women's clothing, namely, pants, skirts and shorts.	Johnny Appleseed's, Inc.

THE TOG SHOP	76/339685	2777318	Class 25: Clothing; namely, dresses, skirts, split skirts, shirts, blazers, suits, blouses, pants, pullover sweaters, cardigan sweaters, t-shirts, shorts, hats, scarves, gloves, belts, bathing suits, cover-ups for bathing suit, jackets, raincoats, jumpsuits, jumper dresses, jeans, jean jackets and coats; underwear; namely, slips, panties, hosiery, overalls and rompers; footwear; namely, shoes, sandals, sneakers and slippers. Class 35: Retail store services featuring clothing and shoes and mail order catalogue services featuring clothing and shoes.	Johnny Appleseed's, Inc.
THE TOG SHOP Stylized 	74/318388	1910140	Class 25: Clothing, namely, dresses, skirts, split skirts, shirts, blazers, suits, blouses, pants, pullover sweaters, cardigan sweaters, T-shirts, shorts, hats, scarves, gloves, belts, bathing suits, cover-ups, jackets, raincoats, jumpsuits, jumper dresses, jeans, jean jackets and coats; underwear; namely, slips, panties, hosiery, overalls and rompers; footwear; namely, shoes, sandals, sneakers and slippers. Class 42: Retail store services featuring clothing and shoes and mail order catalogue services featuring clothing and shoes.	Johnny Appleseed's, Inc.
YUMMY 	75618722	2675815	Class 31: Fresh fruit, namely, nectarines, peaches, apples, pears and apricots	Johnny Appleseed Holdings Limited

Foreign Registrations:

Mark	Country	Serial No.	Registration No.	Class/Goods	Owner
K KORET Design 	Canada	1304136	TMA692492	WARES: (1) Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
KORET	Canada	0536001	TMA308890	WARES: (1) Women's clothing, namely sweaters, skirts, pants, shirts, blouses, jackets, suits, vests, halters, outer shorts and pant suits. (2) Dresses. (3) Men's and women's clothing, namely, sweaters, skirts, pants, shirts, blouses, coats, jackets, suits, vests, dresses, halters, outer shorts and pant suits.	Johnny Appleseed's, Inc.




KORET OF CALIFORNIA	Canada	0606784	TMA364805	WARES: (1) Women's, misses' and children's clothing excluding fur garments, namely suits, dresses, skirts, shirts, blouses, vests, halters, jackets, coats, sweaters, slacks, culottes, outer shorts, playsuits, pedal pushers and swimsuits.	Johnny Appleseed's, Inc.
KORET SPORT	Canada	1205393	TMA694853	WARES: (1) Women's clothing, namely, blouses, skirts, shorts, skorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.

KORET OF CALIFORNIA	Australia	n/a	B227511	Class 25: Women's, misses' and children's clothing, namely suits, dresses, skirts, shirts, blouses, vests, halters, jackets, coats, sweaters, slacks, culottes, outer shorts, play-suits, pedal pushers, and swim suits.	Johnny Appleseed's, Inc.
KORET	Denmark	VA-199202651	VR-199208126	Class 25: Garments.	Johnny Appleseed's, Inc.
KORET	France	FR0092413996-01	92413996	Class 25: Clothing, footwear, headgear.	Johnny Appleseed's, Inc.

KORET	Hong Kong	n/a	19710626	Class 25: Women's, misses' and children's clothing, namely, suits, dresses, skirts, shirts, blouses, vests, halteres, jackets, coats, sweaters, slacks, culottes, outer shorts, play-suits, pedal pushers, and swim suits.	Johnny Appleseed's, Inc.
KORET OF CALIFORNIA	New Zealand	n/a	B89744	Class 25: Women's, misses', and children's clothes; namely suits, dresses, skirts, shirts, blouses, vests, halteres, jackets, coats, sweaters, slacks, culottes, outer shorts, play-suits, pedal pushers, and swim suits.	Johnny Appleseed's, Inc.
KORET	South Africa	n/a	199205858	n/a	Johnny Appleseed's, Inc.

KORET	Sweden	1992-03487	242349	Class 25: Ladieswear.	Johnny Appleseed's, Inc.
KORET	Switzerland	02842/1992	P-397035	Class 25: Women's clothing.	Johnny Appleseed's, Inc.

TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Class/Goods	Owner
K Design 	86/146004	Application allowed	Class 25: Bottoms; Coats; Dresses; Jackets; Pants; Shorts; Skirts; Skorts; Suits; Sweaters; Tops; Vests.	Johnny Appleseed's, Inc.
K KORET and Design 	86/261414	Application allowed	Class 25: Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
K KORET and Design 	86/261436	Application allowed	Class 25: Women's clothing, namely, blouses, skirts, shorts, pants, sweaters, tops, dresses, suits, vests, jackets and coats.	Johnny Appleseed's, Inc.
KORET SPORT	86/146009	Published	Class 25: Bottoms; Coats; Dresses; Jackets; Pants; Shorts; Skirts; Skorts; Suits; Sweaters; Tops; Vests.	Johnny Appleseed's , Inc.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.