

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348462

<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>
Orchard Brands Corporation		07/10/2015	CORPORATION:
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4471073	ORCHARD BRANDS	
<b>Serial Number:</b>	86277343	HOME FOREVER	
<b>Serial Number:</b>	86277367	HOME FOREVER	
<b>Serial Number:</b>	85761485	WE FIT YOU RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>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.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Ave., Ste. 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	40106-30870		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	07/17/2015		
<b>Total Attachments: 6</b>			

CH \$115.00 4471073

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2015, (this “Agreement”), by Orchard Brands Corporation (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.

ORCHARD BRANDS CORPORATION

By: 

Name: Brian C. Gowen



Title: Chief Financial Officer and Treasurer

**SCHEDULE I**

TRADEMARKS

Mark	Serial No.	Registration No.	Class/Goods	Owner
ORCHARD BRANDS	77/797863	4471073	Class 35: On-line retail gift shops; electronic and mail order catalog services featuring clothing, shoes, jewelry; on-line shopping services featuring a wide variety of consumer goods but excluding musical and audiovisual sound recordings in all forms and media.	Orchard Brands Corporation

TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Class/Goods	Owner
HOME FOREVER (Horizontal Logo) 	86/277343	Published	Class 37: Installation services for walk-in bathtubs, showers, stair lifts, and bath lifts.	Orchard Brands Corporation
HOME FOREVER (Vertical Logo) 	86/277367	Pending	Class 11: Tubs, namely, bathtubs and shower tubs.	Orchard Brands Corporation
WE FIT YOU RIGHT	85/761485	Application allowed	Class 35: Mail order catalog, online and retail store services featuring women's clothing, footwear, jewelry, belts and handbags.	Orchard Brands Corporation

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

**SCHEDULE III**

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.