

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		01/31/2020	Aktiengesellschaft (Ag): CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	4064036	AHORA SI PUEDES
Registration Number:	2274991	BACKYARD LIVING
Registration Number:	4350471	BLUESTEM BRANDS, INC.
Registration Number:	4350472	BLUESTEM BRANDS, INC.
Registration Number:	4350470	BLUESTEM BRANDS, INC.
Registration Number:	3664918	CAREFREE LIVING
Registration Number:	1505333	CAREFREE LIVING
Registration Number:	2645988	CHEF'S MARK
Registration Number:	2489361	CHEF'S MARK
Registration Number:	4525250	CHEF'S MARK
Registration Number:	2497159	CHEF'S MARK PREFERRED QUALITY
Registration Number:	2659758	CHEF'S MARK PREFERRED QUALITY
Registration Number:	4528776	CHEF'S MARK PREFERRED QUALITY
Registration Number:	3897732	
Registration Number:	4321326	
Registration Number:	4321327	
Registration Number:	3865578	
Registration Number:	3865579	
Registration Number:	4321329	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4321328	
Registration Number:	4071259	DIGITAL ZONE
Registration Number:	3731914	DIGITAL ZONE
Registration Number:	2398630	DIGITAL ZONE
Registration Number:	4162372	EASY SHOPPING, WORRY-FREE PAYMENTS
Registration Number:	3279350	FINGERHUT
Registration Number:	0973080	FINGERHUT
Registration Number:	0999881	FINGERHUT
Registration Number:	3463673	FINGERHUT FINDS
Registration Number:	4017087	FINGERHUT FRESHSTART
Registration Number:	3959357	FINGERHUT FRESHSTART
Registration Number:	3857587	GETTINGTON
Registration Number:	3887124	GETTINGTON.COM
Registration Number:	3897731	GETTINGTON.COM
Registration Number:	3890749	GETTINGTON.COM
Registration Number:	3971069	GETTINGTON.COM
Registration Number:	3861855	GETTINGTON
Registration Number:	2503225	GOOD DEALS, GREAT BUYS
Registration Number:	3861853	GOODIE BAG
Registration Number:	2386204	HOLIDAY BIG BOOK
Registration Number:	2967344	HOME DEALS
Serial Number:	86526709	KIMBALL KIDS
Serial Number:	86227036	ALCOVE
Registration Number:	2099973	LIFEMAX
Registration Number:	2900086	MASTER CRAFT
Registration Number:	3066211	MASTER CRAFT
Registration Number:	2196111	MASTER CRAFT
Registration Number:	2443038	MASTER CRAFT PRO
Registration Number:	4392447	MCLELAND DESIGN
Registration Number:	3716729	MORE4LIFE
Registration Number:	3862363	NOW YOU CAN!
Registration Number:	2358444	OUTDOOR SPIRIT
Registration Number:	2366241	OUTDOOR SPIRIT
Registration Number:	2444758	OUTDOOR SPIRIT
Registration Number:	2476139	OUTDOOR SPIRIT
Registration Number:	4180995	PAYCHECK DIRECT
Registration Number:	3608860	SAFELINE
Registration Number:	2476310	SPRING BIG BOOK

Property Type	Number	Word Mark
Registration Number:	2579749	ST. CROIX COLORS
Registration Number:	3732769	SUMMER BIG BOOK
Registration Number:	3914659	SUMMER BIG BOOK
Registration Number:	1933548	SUPER CHEF
Serial Number:	86422874	TREMONT
Registration Number:	3595788	WINTER BIG BOOK

CORRESPONDENCE DATA

Fax Number: 3104079090
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: 3104074000
Email: nmaoz@ktbslaw.com
Correspondent Name: N. Maoz; KTBS Law LLP
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 39th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Nir Maoz
SIGNATURE:	/Nir Maoz/
DATE SIGNED:	01/31/2020

Total Attachments: 8
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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment of Intellectual Property Security Agreement (this “**Agreement**”) is effective as of January 31, 2020 by Credit Suisse AG, Cayman Islands Branch (“**Credit Suisse**”), as former collateral agent under the Security Agreement (as defined below), in favor of Cerberus Business Finance, LLC (“**Cerberus**”), as successor collateral agent for the Lenders (as defined in the Security Agreement) now or hereafter party to the Security Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement.

WITNESSETH:

WHEREAS, Bluestem Brands, Inc. (the “**Grantor**”) entered into that certain Pledge and Security Agreement, dated November 7, 2014, as supplemented by that certain Supplement No. 1, dated July 10, 2015 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Credit Suisse;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of November 7, 2014 and recorded at Trademark Reel 005577 Frame 0001 of the United States Patent and Trademark Office (the “**IP Security Agreement**”), pursuant to which the Grantor pledged, collaterally assigned, mortgaged, transferred and granted to Credit Suisse, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether then owned or at any time thereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- i) (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, (b) all renewals of the foregoing, (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (d) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (e) all domestic rights corresponding to any of the foregoing (“**Trademarks**”), including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- ii) (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications, (b) all renewals of any of the foregoing, (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing, (d) the right to sue for past present and future infringement of any of the foregoing, and (e) all rights corresponding to any of the foregoing (“**Copyrights**”);

- iii) (a) any and all patents and patent applications; (b) all inventions described and claimed therein, (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (e) all rights to sue for past, present and future infringements thereof, and (f) all rights corresponding to any of the foregoing (“**Patents**”); and
- iv) all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

WHEREAS, pursuant to that certain Successor Agent Agreement (the “**Successor Agreement**”), dated as of January [31], 2020, Credit Suisse resigned as collateral agent under the Security Agreement and irrevocably assigned and delegated to Cerberus all of its rights, authority and powers, as collateral agent under the Security Agreement, and Cerberus was appointed as successor collateral agent and vested with, and succeeded to the rights, authority and powers of the collateral agent under the Security Agreement; and

WHEREAS, pursuant to the Successor Agent Agreement, Credit Suisse transferred to Cerberus all Collateral held under the Security Agreement, including any and all of its interests in the IP Collateral and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, as applicable, which heretofore had been acquired from the Grantor pursuant to the respective IP Security Agreement, and agreed to execute and deliver to Cerberus, or otherwise authorized the filing of, any amendments to financing statements or similar documents, and agreed to take such other action, as would be necessary or appropriate in connection with the assignment to Cerberus of the security interests created under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and agreements and provisions contained herein, Credit Suisse, as the former collateral agent, acknowledges and agrees that it has assigned and transferred unto Cerberus, as successor collateral agent, and Cerberus, as the successor collateral agent, acknowledges and agrees, that it has succeeded to, all right, title and interest in and to the IP Collateral of the Grantor held by Credit Suisse in its capacity as former collateral agent.


This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

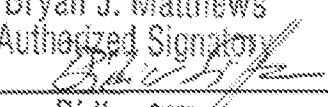
This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original; but such counterparts shall constitute but one and the same instruments. Delivery of an executed counterpart of a signature page by facsimile or by e-mail transmission shall be deemed an original signature hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year first above set forth.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

By: 
Name: Didier Siffer
Title: Authorized Signatory

CERBERUS BUSINESS FINANCE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year first above set forth.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: _____

Name:

Title:

CERBERUS BUSINESS FINANCE, LLC

By:  _____

Name: Joseph Naccarato

Title: Chief Operating Officer

SCHEDULE I
TRADEMARKS

U.S. Federal Registrations:

Mark	Registration No.	Owner
AHORA SI PUEDES	4,064,036	Bluestem Brands, Inc.
BACKYARD LIVING	2,274,991	Bluestem Brands, Inc.
ALCOVE	86227036	Bluestem Brands, Inc.
BLUESTEM BRANDS, INC.	4,350,471	Bluestem Brands, Inc.
BLUESTEM BRANDS, INC. (Stylized in Color)	4,350,472	Bluestem Brands, Inc.
BLUESTEM BRANDS, INC. (Stylized)	4,350,470	Bluestem Brands, Inc.
CAREFREE LIVING	3,664,918	Bluestem Brands, Inc.
CAREFREE LIVING	1,505,333	Bluestem Brands, Inc.
CHEF'S MARK	2,645,988	Bluestem Brands, Inc.
CHEF'S MARK	2,489,361	Bluestem Brands, Inc.
CHEF'S MARK	4,525,250	Bluestem Brands, Inc.
CHEF'S MARK PREFERRED QUALITY and Design	2,497,159	Bluestem Brands, Inc.
CHEF'S MARK PREFERRED QUALITY and Design	2,659,758	Bluestem Brands, Inc.
CHEF'S MARK PREFERRED QUALITY and Design	4,528,776	Bluestem Brands, Inc.
DESIGN (Gettington bag logo - color)	3,897,732	Bluestem Brands, Inc.
DESIGN (Goodie Bag - Blue)	4,321,326	Bluestem Brands, Inc.
DESIGN (Goodie Bag - Gold)	4,321,327	Bluestem Brands, Inc.
DESIGN (Goodie Bag - Pink)	3,865,578	Bluestem Brands, Inc.
DESIGN (Goodie Bag Medallion - Gold)	3,865,579	Bluestem Brands, Inc.
DESIGN (Goodie Bag Medallion)	4,321,329	Bluestem Brands, Inc.
DESIGN (Goodie Bag)	4,321,328	Bluestem Brands, Inc.
DIGITAL ZONE	4,071,259	Bluestem Brands, Inc.
DIGITAL ZONE	3,731,914	Bluestem Brands, Inc.
DIGITAL ZONE	2,398,630	Bluestem Brands, Inc.
EASY SHOPPING, WORRY-FREE fifth PAYMENTS than the	4,162,372	Bluestem Brands, Inc.

Mark	Registration No.	Owner
FINGERHUT	3,279,350	Bluestem Brands, Inc.
FINGERHUT	973,080	Bluestem Brands, Inc.
FINGERHUT	999,881	Bluestem Brands, Inc.
FINGERHUT FINDS	3,463,673	Bluestem Brands, Inc.
FINGERHUT FRESHSTART	4,017,087	Bluestem Brands, Inc.
FINGERHUT FRESHSTART	3,959,357	Bluestem Brands, Inc.
GETTINGTON	3,857,587	Bluestem Brands, Inc.
GETTINGTON and Design (Black/White - Horizontal)	3,887,124	Bluestem Brands, Inc.
GETTINGTON and Design (Black/White - Vertical)	3,897,731	Bluestem Brands, Inc.
GETTINGTON and Design (Color - Horizontal)	3,890,749	Bluestem Brands, Inc.
GETTINGTON and Design (Color - Vertical)	3,971,069	Bluestem Brands, Inc.
GETTINGTON.COM	3,861,855	Bluestem Brands, Inc.
GOOD DEALS, GREAT BUYS	2,503,225	Bluestem Brands, Inc.
GOODIE BAG	3,861,853	Bluestem Brands, Inc.
HOLIDAY BIG BOOK	2,386,204	Bluestem Brands, Inc.
HOME DEALS	2,967,344	Bluestem Brands, Inc.
KIMBALL KIDS	86526709	Bluestem Brands, Inc.
LIFE MAX	2,099,973	Bluestem Brands, Inc.
MASTER CRAFT	2,900,086	Bluestem Brands, Inc.
MASTER CRAFT	3,066,211	Bluestem Brands, Inc.
MASTER CRAFT	2,196,111	Bluestem Brands, Inc.
MASTER CRAFT PRO	2,443,038	Bluestem Brands, Inc.
MCLELAND DESIGN	4,392,447	Bluestem Brands, Inc.
MORE4LIFE	3,716,729	Bluestem Brands, Inc.
NOW YOU CAN	3,862,363	Bluestem Brands, Inc.
OUTDOOR SPIRIT	2,358,444	Bluestem Brands, Inc.
OUTDOOR SPIRIT	2,366,241	Bluestem Brands, Inc.
OUTDOOR SPIRIT	2,444,758	Bluestem Brands, Inc.
OUTDOOR SPIRIT	2,476,139	Bluestem Brands, Inc.
PAYCHECK DIRECT	4,180,995	Bluestem Brands, Inc.
SAFELINE	3,608,860	Bluestem Brands, Inc.

Mark	Registration No.	Owner
SPRING BIG BOOK	2,476,310	Bluestem Brands, Inc.
ST. CROIX COLORS	2,579,749	Bluestem Brands, Inc.
SUMMER BIG BOOK	3,732,769	Bluestem Brands, Inc.
SUMMER BIG BOOK	3,914,659	Bluestem Brands, Inc.
SUPER CHEF	1,933,548	Bluestem Brands, Inc.
TREMONT	86422874	Bluestem Brands, Inc.
WINTER BIG BOOK	3,595,788	Bluestem Brands, Inc.