

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bluestem Brands, Inc.,		01/31/2020	Corporation:
Blair LLC		01/31/2020	Limited Liability Company:
Wintersilks, LLC		01/31/2020	Limited Liability Company:

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: 17

Property Type	Number	Word Mark
Registration Number:	5604139	ACTIVE@EASE
Registration Number:	5481555	ALCOVE
Registration Number:	4796941	ALCOVE
Registration Number:	5764248	AVGO
Registration Number:	5846628	BRIGHTSIDERS
Registration Number:	5021051	COMFORT EASE
Registration Number:	5764249	GURUGEAR
Registration Number:	5697684	LIFEMAX
Registration Number:	5461992	MARK REED
Registration Number:	5217545	MONTEREY BAY
Registration Number:	5296354	NEAT-FIT
Registration Number:	5764250	NUVANO
Registration Number:	5210435	OUTDOOR SPIRIT
Registration Number:	5160186	OUTDOOR SPIRIT
Registration Number:	4997332	PERSONAL CHOICE
Registration Number:	5829427	PREVARI
Registration Number:	5552984	WINTERSILKS

OP \$440.00 5604139

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: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (TRADEMARKS) is entered into as of January 31, 2020 (this “IP Security Agreement Supplement”), by the undersigned parties hereto (each a “Grantor”) in favor of Cerberus Business Finance, LLC (as assignee of Credit Suisse AG, Cayman Islands Branch), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 7, 2014 (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 Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of November 7, 2014, as amended by that certain First Amendment and Incremental Agreement, dated as of July 10, 2015, as further amended by that certain Amendment to Credit Agreement, dated as of January 3, 2020 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among, *inter alios*, Northstar Holdings Inc., a Delaware corporation, as Holdings, Bluestem Brands, Inc., a Delaware corporation, the Lenders from time to time party thereto and the Collateral Agent, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Loan Agreement, the Grantors and the Collateral Agent have entered into that certain Intellectual Property 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 “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement 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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, 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 now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 IP Security Agreement Supplement 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 IP Security Agreement Supplement as of the day and year first above written.

BLUESTEM BRANDS, INC.
BLAIR LLC
WINTERSILKS, LLC

By: 

Name: Peter G. Michielutti
Title: EVP, Chief Financial Officer

ACKNOWLEDGED:

CERBERUS BUSINESS FINANCE, LLC

By:  _____

Name: Joseph Naccarato

Title: Chief Operating Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	TRADEMARK	REGISTRATION NUMBER
Blair LLC	ACTIVE@EASE	5604139
Bluestem Brand, Inc	ALCOVE	5481555
Bluestem Brand, Inc	ALCOVE	4796941
Bluestem Brand, Inc	AVGO	5764248
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Bluestem Brand, Inc	PREVARI	5829427
WinterSilks, LLC	WINTERSILKS	5552984

TRADEMARK APPLICATIONS

NONE