

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bluestem Brands, Inc.		02/19/2020	Corporation:
Draper's & Damon's, Inc.		02/19/2020	Corporation:
Johnny Appleseed's, Inc.		02/19/2020	Corporation:

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
Serial Number:	88378588	OAK + EDISON
Serial Number:	88567560	STAR HOLLOW
Serial Number:	88364713	SUPRASUEDE BY DRAPER'S & DAMON'S
Serial Number:	88378590	THIMBLE 48
Serial Number:	88574714	TRUETT
Serial Number:	88574725	TRUETT PLUS
Serial Number:	88378581	CROSBY CHURCH
Serial Number:	88567539	GILBY + MOON
Serial Number:	87616114	HAYMAKER
Serial Number:	88619350	JJ KIDSBY
Serial Number:	88378597	NEVER MONDAY
Serial Number:	88607671	REBEL & RISE
Serial Number:	88378571	RUBY FINCH
Serial Number:	88378583	RUE VALENTINA
Serial Number:	88567314	RUE VALENTINA
Serial Number:	88413214	SATURDAY MARKET

OP \$440.00 88378588

Property Type	Number	Word Mark
Serial Number:	88378593	WYSH LIMITED
CORRESPONDENCE DATA		
Fax Number:	3104079090	
<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>		
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:	02/19/2020	
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 February 19, 2020 (this “IP Security Agreement Supplement”), by the undersigned parties hereto (each a “Grantor”) in favor of Cerberus Business Finance, LLC (as assignee of U.S. Bank National Association), as collateral agent (in such capacity, the “Collateral 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 Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in ABL 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 by that certain Amendment No. 1 to Third Amended and Restated Credit Agreement, dated as of October 5, 2018 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Credit 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 ABL Credit Agreement, the Grantors and the Collateral Agent have entered into certain Intellectual Property Security Agreements, each 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 Agreements”). 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.

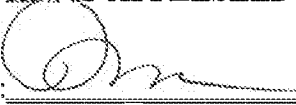
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission 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.
DRAPER'S & DAMON'S, INC.
JOHNNY APPLESEED'S, INC.

By:  _____

Name: Peter G. Michielutti

Title: EVP, Chief Financial Officer

ACKNOWLEDGED:

CERBERUS BUSINESS FINANCE, LLC

By:

~~_____~~
Name: Joseph Naccarato

Title: Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement Supplement (Trademarks)]

TRADEMARK
REEL: 006867 FRAME: 0474

SCHEDULE I
TRADEMARKS

TRADEMARK	SERIAL NUMBER	FILING DATE	OWNER
OAK + EDISON	88378588	09-Apr-2019	Bluestem Brands, Inc.
STAR HOLLOW	88567560	05-Aug-2019	Bluestem Brands, Inc.
SUPRASUEDE BY DRAPER'S & DAMON'S	88364713	31-Mar-2019	Draper's & Damon's, Inc.
THIMBLE 48	88378590	09-Apr-2019	Bluestem Brands, Inc.
TRUETT	88574714	12-Aug-2019	Bluestem Brands, Inc.
TRUETT PLUS	88574725	12-Aug-2019	Bluestem Brands, Inc.
CROSBY CHURCH	88378581	09-Apr-2019	Bluestem Brands, Inc.
GILBY + MOON	88567539	05-Aug-2019	Bluestem Brands, Inc.
HAYMAKER	87616114	20-Sep-2017	Johnny Appleseed's Inc.
JJ KIDSBY	88619350	17-Sep-2019	Bluestem Brands, Inc.
NEVER MONDAY	88378597	09-Apr-2019	Bluestem Brands, Inc.
REBEL & RISE	88607671	06-Sep-2019	Bluestem Brands, Inc.
RUBY FINCH	88378571	09-Apr-2019	Bluestem Brands, Inc.
RUE VALENTINA	88378583	09-Apr-2019	Bluestem Brands, Inc.
RUE VALENTINA	88567314	05-Aug-2019	Bluestem Brands, Inc.
SATURDAY MARKET	88413214	02-May-2019	Bluestem Brands, Inc.
WYSH LIMITED	88378593	09-Apr-2019	Bluestem Brands, Inc.