

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluestem Brands, 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: 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		

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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:	973080	FINGERHUT
Registration Number:	999881	FINGERHUT
Registration Number:	3463673	FINGERHUT FINDS
Registration Number:	4017087	FINGERHUT FRESHSTART
Registration Number:	3959357	FINGERHUT FRESHSTART
Registration Number:	3857587	GETTINGTON
Registration Number:	3887124	GETTINGTON
Registration Number:	3897731	GETTINGTON
Registration Number:	3890749	GETTINGTON
Registration Number:	3971069	GETTINGTON
Registration Number:	3861855	GETTINGTON.COM
Registration Number:	2503225	GOOD DEALS, GREAT BUYS
Registration Number:	3861853	GOODIE BAG
Registration Number:	2386204	HOLIDAY BIG BOOK
Registration Number:	2967344	HOME DEALS
Registration Number:	2099973	LIFE MAX
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
Registration Number:	2579749	ST. CROIX COLORS
Registration Number:	3732769	SUMMER BIG BOOK

Property Type	Number	Word Mark
Registration Number:	3914659	SUMMER BIG BOOK
Registration Number:	1933548	SUPER CHEF
Registration Number:	3595788	WINTER BIG BOOK
Serial Number:	86227036	ALCOVE
Serial Number:	86422874	TREMONT
Serial Number:	86526709	KIMBALL KIDS

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, Suite 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: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of July 10, 2015 (this “IP Security Agreement Supplement”), by Bluestem Brands, 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, which amends and restates that certain Second Amended and Restated Pledge and Security Agreement, dated as of November 7, 2014, 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, which amends and restates that certain Second Amended and Restated Credit Agreement, dated as of November 7, 2014, among the Loan Parties party thereto, the lenders party thereto and the Agent (the “Existing Credit Agreement”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Existing Credit Agreement, the Grantor and the Agent have entered into that certain Intellectual Property 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 “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03I of the Security Agreement, 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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the 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 the 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. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. 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 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.

By: Steve Nave
Name: Steve Nave
Title: President and Chief Executive Officer

SCHEDULE I

TRADEMARKS

Registered Owner	Registration Number	Trademark
Bluestem Brands, Inc.	4,064,036	AHORA SI PUEDES
Bluestem Brands, Inc.	2,274,991	BACKYARD LIVING
Bluestem Brands, Inc.	4,350,471	BLUESTEM BRANDS, INC.
Bluestem Brands, Inc.	4,350,472	BLUESTEM BRANDS, INC. (Stylized in Color)
Bluestem Brands, Inc.	4,350,470	BLUESTEM BRANDS, INC. (Stylized)
Bluestem Brands, Inc.	3,664,918	CAREFREE LIVING
Bluestem Brands, Inc.	1,505,333	CAREFREE LIVING
Bluestem Brands, Inc.	2,645,988	CHEF'S MARK
Bluestem Brands, Inc.	2,489,361	CHEF'S MARK
Bluestem Brands, Inc.	4,525,250	CHEF'S MARK
Bluestem Brands, Inc.	2,497,159	CHEF'S MARK PREFERRED QUALITY and Design
Bluestem Brands, Inc.	2,659,758	CHEF'S MARK PREFERRED QUALITY and Design
Bluestem Brands, Inc.	4,528,776	CHEF'S MARK PREFERRED QUALITY and Design
Bluestem Brands, Inc.	3,897,732	DESIGN (Gettington bag logo - color)
Bluestem Brands, Inc.	4,321,326	DESIGN (Goodie Bag - Blue)
Bluestem Brands, Inc.	4,321,327	DESIGN (Goodie Bag - Gold)
Bluestem Brands, Inc.	3,865,578	DESIGN (Goodie Bag - Pink)
Bluestem Brands, Inc.	3,865,579	DESIGN (Goodie Bag Medallion - Gold)
Bluestem Brands, Inc.	4,321,329	DESIGN (Goodie Bag Medallion)
Bluestem Brands, Inc.	4,321,328	DESIGN (Goodie Bag)
Bluestem Brands, Inc.	4,071,259	DIGITAL ZONE
Bluestem Brands, Inc.	3,731,914	DIGITAL ZONE
Bluestem Brands, Inc.	2,398,630	DIGITAL ZONE
Bluestem Brands, Inc.	4,162,372	EASY SHOPPING, WORRY-FREE fifth PAYMENTS than the
Bluestem Brands, Inc.	3,279,350	FINGERHUT
Bluestem Brands, Inc.	973,080	FINGERHUT
Bluestem Brands, Inc.	999,881	FINGERHUT
Bluestem Brands, Inc.	3,463,673	FINGERHUT FINDS
Bluestem Brands, Inc.	4,017,087	FINGERHUT FRESHSTART

Registered Owner	Registration Number	Trademark
Bluestem Brands, Inc.	3,959,357	FINGERHUT FRESHSTART
Bluestem Brands, Inc.	3,857,587	GETTINGTON
Bluestem Brands, Inc.	3,887,124	GETTINGTON and Design (Black/White - Horizontal)
Bluestem Brands, Inc.	3,897,731	GETTINGTON and Design (Black/White - Vertical)
Bluestem Brands, Inc.	3,890,749	GETTINGTON and Design (Color - Horizontal)
Bluestem Brands, Inc.	3,971,069	GETTINGTON and Design (Color - Vertical)
Bluestem Brands, Inc.	3,861,855	GETTINGTON.COM
Bluestem Brands, Inc.	2,503,225	GOOD DEALS, GREAT BUYS
Bluestem Brands, Inc.	3,861,853	GOODIE BAG
Bluestem Brands, Inc.	2,386,204	HOLIDAY BIG BOOK
Bluestem Brands, Inc.	2,967,344	HOME DEALS
Bluestem Brands, Inc.	2,099,973	LIFE MAX
Bluestem Brands, Inc.	2,900,086	MASTER CRAFT
Bluestem Brands, Inc.	3,066,211	MASTER CRAFT
Bluestem Brands, Inc.	2,196,111	MASTER CRAFT
Bluestem Brands, Inc.	2,443,038	MASTER CRAFT PRO
Bluestem Brands, Inc.	4,392,447	MCLELAND DESIGN
Bluestem Brands, Inc.	3,716,729	MORE4LIFE
Bluestem Brands, Inc.	3,862,363	NOW YOU CAN
Bluestem Brands, Inc.	2,358,444	OUTDOOR SPIRIT
Bluestem Brands, Inc.	2,366,241	OUTDOOR SPIRIT
Bluestem Brands, Inc.	2,444,758	OUTDOOR SPIRIT
Bluestem Brands, Inc.	2,476,139	OUTDOOR SPIRIT
Bluestem Brands, Inc.	4,180,995	PAYCHECK DIRECT
Bluestem Brands, Inc.	3,608,860	SAFELINE
Bluestem Brands, Inc.	2,476,310	SPRING BIG BOOK
Bluestem Brands, Inc.	2,579,749	ST. CROIX COLORS
Bluestem Brands, Inc.	3,732,769	SUMMER BIG BOOK
Bluestem Brands, Inc.	3,914,659	SUMMER BIG BOOK
Bluestem Brands, Inc.	1,933,548	SUPER CHEF
Bluestem Brands, Inc.	3,595,788	WINTER BIG BOOK

TRADEMARK APPLICATIONS

Registered Owner	Registration Number	Trademark
Bluestem Brands, Inc.	86526709	KIMBALL KIDS
Bluestem Brands, Inc.	86227036	ALCOVE
Bluestem Brands, Inc.	86422874	TREMONT

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.