

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348454

<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>
Linen Source Acquisition LLC		07/10/2015	LIMITED LIABILITY COMPANY:
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1734064	LINEN SOURCE	
<b>Registration Number:</b>	2578026	LINENSOURCE	
<b>Registration Number:</b>	3611841	LINENSOURCE ONE DESTINATION. ENDLESS POS	
<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., Suite 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>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2015, (this “Agreement”), by Linen Source Acquisition LLC (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.

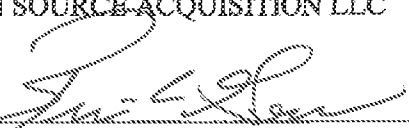
SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LINEN SOURCE ACQUISITION LLC

By: \_\_\_\_\_

  
Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

**SCHEDULE I**

TRADEMARKS

Mark	Serial No.	Registration No.	Class/Goods	Owner
LINEN SOURCE	74/150693	1734064	Class 24: Dry goods; namely, draperies, curtains, bedspreads, bath linens, household linens and table linens.	Linen Source Acquisition LLC
LINENSOURCE	76/215957	2578026	Class 35: Retail services featuring dry goods; namely, draperies, curtains, bedspreads, bath linens, household lines and table lines, the services being provided by catalog and online mail order.	Linen Source Acquisition LLC
LINENSOURCE ONE DESTINATION. ENDLESS POSSIBILITIES.	77/569772	3611841	Class 35: Retail services featuring dry goods; namely, draperies, curtains, bed spreads, bath linens, household linens and table linens, the services being provided by catalog and online mail order.	Linen Source Acquisition LLC

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

**SCHEDULE III**

**COPYRIGHTS**

Company	Copyright Title	Copyright Number	Date of Publication
Linen Source, Inc.	Florentina	VA0001238604	2000
Linen Source, Inc.	Linensource : catalog	TX0006423569	2006
Linen Source, Inc.	Linensource : catalog	TX0006423570	2006
Linen Source, Inc.	Linensource catalog	CSN0149420 TX0006590339 TX0006590342 TX0006853224 TX0006853011	2007
Linen Source, Inc.	Linensource catalog	CSN0149420 TX0006492177 TX0006488029 TX0006488030 TX0006488031 TX0006427762 TX0006427763 TX0006453543 TX0006453544 TX0006453545 TX0006451417 TX0006451416 TX0006563003 TX0006563004 TX0006488168 TX0006506764 TX0006495306 TX0006495307 TX0006543637	2006

**COPYRIGHT APPLICATIONS**

None.

**EXCLUSIVE COPYRIGHT LICENSES**

None.