

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Partial Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		09/10/2019	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	BLUESTEM BRANDS, INC.		
Street Address:	6509 FLYING CLOUD DRIVE		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2196111	MASTER CRAFT	
Registration Number:	2900086	MASTER CRAFT	
Registration Number:	2443038	MASTER CRAFT PRO	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	10/02/2019		
Total Attachments: 3			
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source=Partial IP Release Credit Suisse #page2.tif			

OP \$90.00 2196111

INTELLECTUAL PROPERTY PARTIAL RELEASE

This Intellectual Property Partial Release is entered into as of September 10, 2019, by Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties pursuant to that certain Term Loan Agreement dated as of November 7, 2014 (as amended prior to the date hereof), by and among Bluestem Brands, Inc., a Delaware corporation (“Bluestem Brands”), the Collateral Agent and the other parties thereto. Bluestem Brands and the Collateral Agent are party to, among other things, an Intellectual Property Security Agreement entered into as of November 7, 2014, whereby Bluestem Brands granted the Collateral Agent a security interest in the IP Collateral as defined therein, including the Trademarks set forth in Schedule 1 hereto (the “IP Security Agreement”).

Bluestem Brands, together with Blair LLC, a Delaware limited liability company, Draper’s & Damon’s LLC, a California limited liability company, Gold Violin LLC, a Delaware limited liability company, Haband Company LLC, a Delaware limited liability company, Johnny Appleseed’s, Inc., a Massachusetts corporation, Norm Thompson Outfitters, Inc., an Oregon corporation, Orchard Brands Corporation, a Delaware corporation, and Wintersilks, LLC, a Florida limited liability company (each a “Grantor” and collectively the “Grantors”) and the Collateral Agent are party to, among other things, an Intellectual Property Security Agreement entered into as of July 10, 2015, whereby the Grantors granted the Collateral Agent a security interest in the IP Collateral as defined therein, including the Trademarks set forth in Schedule 1 hereto (the “Additional IP Security Agreement”).

The IP Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on November 11, 2014, at Reel 5399, Frame 0393

The Additional IP Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on July 15, 2015, at Reel 5577, Frame 0001.

Bluestem Brands has requested that the Collateral Agent release its security interest in the IP Collateral specifically described and limited to the Trademarks listed on Schedule 1 hereto the (“Specified IP Collateral”).

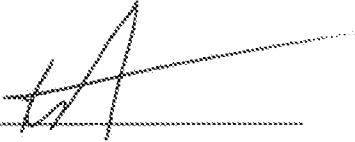
ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

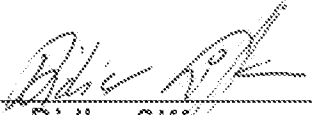
1. As used herein, terms defined in the IP Security Agreement and not otherwise defined herein have the meanings given them in the IP Security Agreement.
2. The Collateral Agent hereby irrevocably releases its security interest in the Specified IP Collateral specifically described and set forth on Schedule 1 hereto. The Collateral Agent retains its security interest in all other IP Collateral as set forth in the IP Security Agreement.
3. The Collateral Agent hereby reassigns, grants and conveys to Bluestem Brands, without any representation, warranty, recourse or undertaking by the Collateral Agent, all of the Collateral Agent’s right, title and interest in and to the Specified IP Collateral specifically described and set forth on Schedule 1 hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Intellectual Property Partial Release and Reassignment to be duly executed by its duly authorized officers and effective as of the day and year first above written.

CREDIT SUISSE AG, Cayman Islands Branch, as
Collateral Agent

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

By: 
Name: Didier Siffer
Title: Authorized Signatory

[Signature Page to Intellectual Property Partial Release]

TRADEMARK
REEL: 006761 FRAME: 0323

TRADEMARKS**United States Registrations**

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>
MASTER CRAFT	Bluestem Brands, Inc.	74399282	2196111
MASTER CRAFT	Bluestem Brands, Inc.	75983415	2900086
MASTER CRAFT PRO	Bluestem Brands, Inc.	75490305	2443038