

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUESTEM BRANDS, INC.		10/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Tire Corporation, Limited		
Street Address:	2180 Yonge Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M4P2V8		
Entity Type:	Limited company (Ltd.): CANADA		
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: 5			
source=Trademark Assignment in re MASTER CRAFT #page1.tif			
source=Trademark Assignment in re MASTER CRAFT #page2.tif			
source=Trademark Assignment in re MASTER CRAFT #page3.tif			

OP \$90.00 2196111

source=Trademark Assignment in re MASTER CRAFT #page4.tif

source=Trademark Assignment in re MASTER CRAFT #page5.tif

Schedule B

TRADEMARK ASSIGNMENT

This Trademark Assignment (**Assignment**) dated as of **October 2, 2019** (the **Effective Date**) by and between BLUESTEM BRANDS, INC. ("**Assignor**") and CANADIAN TIRE CORPORATION, LIMITED (**Assignee**).

RECITALS:

WHEREAS Assignor has agreed to sell, and Assignee has agreed to purchase, the registered trademarks identified and set forth on Exhibit "1" attached hereto (the **Assigned Trademarks**);

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Assigned Trademarks;

WHEREAS, Assignor has agreed to execute and deliver this Assignment, for recording with the applicable national, federal and state government authorities.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the asset purchase agreement dated **October 2, 2019** between the Assignor and the Assignee (the **Purchase Agreement**), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.**

All capitalized terms not defined in this Schedule "A" shall have the meaning given to them in the Purchase Agreement.

2. **Assignment.**

Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Assigned Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including (A) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (B) the right, if any, to all registrations, restorations, reversions, issuances, extensions and renewals thereof; (C) the right to prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar; (D) the right, if any, to claim priority based on the filing dates of any of the Assigned Trademarks under all treaties relating to intellectual property; (E) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto; (F) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (G) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law; and (H) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Authorization and Power of Attorney.** Assignor hereby irrevocably (i) agrees that Assignee may, by itself, file the application for registration of the assignment of the Assigned Trademarks; and (ii) constitutes and appoints Assignee, the true and lawful attorney of Assignor for and in the name of, or otherwise on behalf of Assignor (as required), with full power of substitution to execute and deliver such

applications for registration of the assignment of the Assigned Trademarks and all such other deeds, documents and writings and to perform and do all such other acts and things as Assignee, in its discretion, may consider to be necessary or useful for the purpose of giving effect to this Assignment. This power of attorney and other rights and privileges granted hereby shall survive any amalgamation, reorganization, dissolution, liquidation, insolvency, bankruptcy, termination, winding-up of, or appointment of a receiver or trustee for, Assignor or any subsequent incapacity of Assignor.

3. **Cooperation.** Without limiting the foregoing, Assignor shall further take such actions and execute and deliver such documents as the Assignee may request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned Trademarks assigned to it hereunder.

4. **Recordation.** The Assignor hereby authorizes the commissioner of trademark offices wherein the Assigned Trademarks are applied for and registered, and of any other applicable governmental offices worldwide, to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.


5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

6. **General Provisions.** This Assignment is intended to effect the assignment of the Assigned Trademarks to Assignee. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except as provided otherwise herein or by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

BLUESTEM BRANDS, INC.

BY:  _____

Name: Peter Michielutti
Title: EVP, CFO

CANADIAN TIRE CORPORATION, LIMITED

BY: _____

Name: _____
Title: _____

BY: _____

Name: _____
Title: _____

[Signature Page to Trademark Assignment]


IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

BLUESTEM BRANDS, INC.

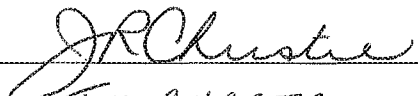
BY: _____

Name:
Title:

CANADIAN TIRE CORPORATION, LIMITED

BY: 

Name: MAHES WICKRAMASINGHE
Title: VP, INTERNATIONAL + CO

BY: 

Name: JIM CHRISTIE
Title: VP, GENERAL COUNSEL

[Signature Page to Trademark Assignment]

EXHIBIT 1 TO THE TRADEMARK ASSIGNMENT

Country	Trademark	Date of Application	Date of Registration	Serial / Registration No.
U.S.	MASTER CRAFT	June 3, 1993	October 13, 1998	Serial #: 74399282 Registration #: 2196111
U.S.	MASTER CRAFT	May 22, 1998	November 2, 2004	Serial #: 75983415 Registration #: 2900086
U.S.	MASTER CRAFT PRO	May 22, 1998	April 10, 2001	Serial #: 75490305 Registration #: 2443038