

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norm Thompson Outfitters, LLC		08/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLST Holding Company LLC		
Street Address:	7075 Flying Cloud Drive		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	2639135	GOLD VIOLIN	
Registration Number:	2519292	GOLD VIOLIN	
Registration Number:	2653990	GOLD VIOLIN	
Registration Number:	2533750	A WORLD OF UNFORGETTABLE GIFTS	
Registration Number:	1915012	ALWAYS- FIT	
Registration Number:	1924709	AUTO-SIZER	
Registration Number:	2130811	AUTO-SIZER	
Registration Number:	2406381	CITY EXPRESS	
Registration Number:	0879325	DEPARTURE	
Registration Number:	1976238	DEPARTURES	
Registration Number:	1143074	EARLY WINTERS	
Registration Number:	1204997	EARLY WINTERS	
Registration Number:	0946841	ESCAPE FROM THE ORDINARY	
Registration Number:	1284733	ESCAPE FROM THE ORDINARY	
Registration Number:	4675893	ESCAPE FROM THE ORDINARY	
Registration Number:	2491496	FLY RIGHT	
Registration Number:	1923811	FREQUENT FLYER	
Registration Number:	1811578	FURNACE SHIRT	
Registration Number:	3502248	GETTING OFF THE BEATEN PATH	
TRADEMARK			

OP \$1040.00 2639135

Property Type	Number	Word Mark
Registration Number:	1168264	LIGHTNING BUG
Registration Number:	2645893	MILE MATES
Registration Number:	1224105	NORM THOMPSON
Registration Number:	1348672	NORM THOMPSON
Registration Number:	2139253	
Registration Number:	2941000	PERFECT-FIT
Registration Number:	4120329	PERFECT-FIT
Registration Number:	3164327	PRODUCTS THAT MAKE LIFE EASIER
Registration Number:	3056248	SAHALIE
Registration Number:	2462813	SAVE YOUR BACK
Registration Number:	2477530	SCOZIES
Registration Number:	2229572	SHEEPKINS
Registration Number:	2180573	SHIKARI
Registration Number:	2415818	SLUMBER SOCKS
Registration Number:	2357806	SOLTEX
Registration Number:	2369890	SOLUTIONS
Registration Number:	1444563	SOLUTIONS
Registration Number:	1580795	THE PRIMARY LAYER
Registration Number:	2537693	TRAVELER'S SUEDE
Registration Number:	2614820	WATERFRONT LIVING
Registration Number:	3743647	WOOPY
Registration Number:	2516310	ZIP DRY

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 6124927717

Email: ip@fredlaw.com

Correspondent Name: Michelle Hill

Address Line 1: 200 SOUTH 6TH STREET, SUITE 4000

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	75344.4
NAME OF SUBMITTER:	Michelle Hill
SIGNATURE:	/Michelle Hill/
DATE SIGNED:	09/14/2020

Total Attachments: 17

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of August 28, 2020, by and among Northstar Holdings Inc., Bluestem Brands, Inc., the other entities identified as “Assignors” on the signature pages hereto (each an “Assignor” and collectively, “Assignors”), and BLST Holding Company LLC (“Assignee”).

WHEREAS, Assignors are the owners, as applicable, of the entire right, title, interest and goodwill in and to all of their respective trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “Trademarks”);

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of March 8, 2020 (as amended, amended and restated, supplemented, or otherwise modified, the “Purchase Agreement”), by and among BLST Operating Company, LLC (“Purchaser”) and each other Person that is a signatory thereto, including, without limitation, Assignors;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from each Assignor, all of such Assignor’s direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, pursuant to Section 11.9 of the Purchase Agreement, the Purchaser has designated the Assignee, and assigned to the Assignee certain rights under the Purchase Agreement, to acquire the Purchased Assets (including, without limitation, the Trademarks) of Assignors in accordance with that certain Assignment and Assumption of Asset Purchase Agreement, dated as of the date hereof, by and among the Purchaser, Assignee, and other parties thereto (the “Purchaser Assignment Agreement”);

WHEREAS, as provided in Section 11.9 of the Purchase Agreement, the assignments by Purchaser described in the preceding recital did not relieve Purchaser of liability for the Assumed Liabilities or any of Purchaser’s other obligations under the Purchase Agreement;

WHEREAS, the execution and delivery of this Agreement is required by Sections 3.2(d) and 3.3(c) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by each Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, such Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as

well as the goodwill of the business symbolized by, the Trademarks, free and clear of all Encumbrances (other than Permitted Encumbrances), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

Together with each Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 8.10 of the Purchase Agreement, Assignors will cooperate with Assignee, as may be reasonably necessary or appropriate to assist and/or to enable Assignee to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense.

Each Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Each assignor hereby grants to the designated attorneys of each Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement is to be governed by and construed in accordance with Federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of New York shall govern, without giving effect to the choice of law principles thereof (except sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNORS:

BLUESTEM BRANDS, INC.
NORTHSTAR HOLDINGS INC.
ORCHARD BRANDS CORPORATION
BLAIR LLC
GOLD VIOLIN LLC
DRAPER'S & DAMON'S LLC
ORCHARD BRANDS SALES AGENCY, LLC
HOME FOREVER LLC
ORCHARD BRANDS INTERNATIONAL, INC.
HABAND COMPANY LLC
APPLESEED'S HOLDING, INC.
JOHNNY APPLESEED'S, INC.
NORM THOMPSON OUTFITTERS LLC
WINTERSILKS, LLC
VALUE SHOWCASE LLC

By: 

Name: Brad T. Atkinson

Title: Authorized Signatory

BLUESTEM SALES, INC.

By: _____

Name: Christopher Tukua

Title: Authorized Signatory

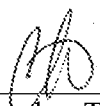
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

ASSIGNORS:

**BLUESTEM BRANDS, INC.
NORTHSTAR HOLDINGS INC.
ORCHARD BRANDS CORPORATION
BLAIR LLC
GOLD VIOLIN LLC
DRAPER'S & DAMON'S LLC
ORCHARD BRANDS SALES AGENCY, LLC
HOME FOREVER LLC
ORCHARD BRANDS INTERNATIONAL, INC.
HABAND COMPANY LLC
APPLESEED'S HOLDING, INC.
JOHNNY APPLESEED'S, INC.
NORM THOMPSON OUTFITTERS LLC
WINTERSILKS, LLC
VALUE SHOWCASE LLC**

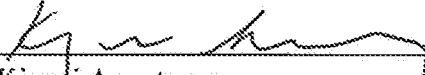
By: _____
Name: Brad T. Atkinson
Title: Authorized Signatory

BLUESTEM SALES, INC.

By:  _____
Name: Christopher Tukua
Title: Authorized Signatory

ASSIGNEE:

BLST HOLDING COMPANY LLC

By: 
Name: Kjersti Armstrong
Title: Authorized Person

SCHEDULE A

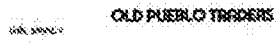
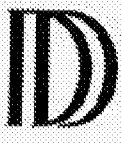

Trademark Registrations

Mark	Serial No.	Registration No.	Assignor	Assignee
ALCOVE	86227036	5237387	Bluestem Brands, Inc.	BLST Holding Company LLC
BLUESTEM BRANDS, INC.	77963410	4,350,471	Bluestem Brands, Inc.	BLST Holding Company LLC
BLUESTEM BRANDS, INC. (Stylized in Color)	77963432	4,350,472	Bluestem Brands, Inc.	BLST Holding Company LLC
BLUESTEM BRANDS, INC. (Stylized)	77963397	4,350,470	Bluestem Brands, Inc.	BLST Holding Company LLC
CAREFREE LIVING	77566576	3,664,918	Bluestem Brands, Inc.	BLST Holding Company LLC
CAREFREE LIVING	73701228	1,505,333	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK	75341842	2,645,988	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK	75980599	2,489,361	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK	86052942	4,525,250	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK PREFERRED QUALITY and Design	75980739	2,497,159	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK PREFERRED QUALITY and Design	75341494	2,659,758	Bluestem Brands, Inc.	BLST Holding Company LLC
CHEF'S MARK PREFERRED QUALITY and Design	86053098	4,528,776	Bluestem Brands, Inc.	BLST Holding Company LLC
DESIGN (Gettington bag logo - color)	77695060	3,897,732	Bluestem Brands, Inc.	BLST Holding Company LLC
DIGITAL ZONE	75638137	2,398,630	Bluestem Brands, Inc.	BLST Holding Company LLC
FINGERHUT	78533161	3,279,350	Bluestem Brands, Inc.	BLST Holding Company LLC
FINGERHUT	72428394	0973080	Bluestem Brands, Inc.	BLST Holding Company LLC
FINGERHUT	72465973	0999881	Bluestem Brands, Inc.	BLST Holding Company LLC
FINGERHUT FRESHSTART	85115142	4,017,087	Bluestem Brands, Inc.	BLST Holding Company LLC
FINGERHUT FRESHSTART	77963506	3,959,357	Bluestem Brands, Inc.	BLST Holding Company LLC
GETTINGTON and Design (Black/White - Horizontal)	77695056	3,887,124	Bluestem Brands, Inc.	BLST Holding Company LLC
GETTINGTON and Design (Black/White - Vertical)	77695057	3,897,731	Bluestem Brands, Inc.	BLST Holding Company LLC
GETTINGTON and Design (Color - Horizontal)	77695050	3,890,749	Bluestem Brands, Inc.	BLST Holding Company LLC
GETTINGTON and Design (Color - Vertical)	77695055	3,971,069	Bluestem Brands, Inc.	BLST Holding Company LLC
GETTINGTON.COM	77796259	3,861,855	Bluestem Brands, Inc.	BLST Holding Company LLC
GOOD DEALS, GREAT BUYS	75699395	2,503,225	Bluestem Brands, Inc.	BLST Holding Company LLC

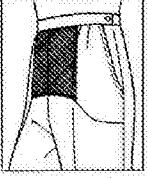

Mark	Serial No.	Registration No.	Assignor	Assignee
			Inc.	Company LLC
HOLIDAY BIG BOOK	75498298	2,386,204	Bluestem Brands, Inc.	BLST Holding Company LLC
LIFE MAX	74709163	2,099,973	Bluestem Brands, Inc.	BLST Holding Company LLC
MASTER CRAFT	75983415	2,900,086	Bluestem Brands, Inc.	BLST Holding Company LLC
MASTER CRAFT	74399282	2,196,111	Bluestem Brands, Inc.	BLST Holding Company LLC
MASTER CRAFT PRO	75490305	2,443,038	Bluestem Brands, Inc.	BLST Holding Company LLC
MCLELAND DESIGN	77609530	4,392,447	Bluestem Brands, Inc.	BLST Holding Company LLC
NOW YOU CAN	77084311	3,862,363	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	75501267	2,358,444	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	75738979	2,366,241	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	75501273	2,444,758	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	75501272	2,476,139	Bluestem Brands, Inc.	BLST Holding Company LLC
PAYCHECK DIRECT	85359371	4,180,995	Bluestem Brands, Inc.	BLST Holding Company LLC
SAFELINE	77589934	3,608,860	Bluestem Brands, Inc.	BLST Holding Company LLC
SPRING BIG BOOK	75659741	2,476,310	Bluestem Brands, Inc.	BLST Holding Company LLC
ST. CROIX COLORS	75981566	2,579,749	Bluestem Brands, Inc.	BLST Holding Company LLC
SUMMER BIG BOOK	77978377	3,732,769	Bluestem Brands, Inc.	BLST Holding Company LLC
TREMONT	86422874	5261490	Bluestem Brands, Inc.	BLST Holding Company LLC
ADJUST-A-BAND	76/351903	2793723	Blair LLC	BLST Holding Company LLC
BEDFORD FAIR	78/382773	3013102	Blair LLC	BLST Holding Company LLC
BFA CLASSICS	78/382774	2991988	Blair LLC	BLST Holding Company LLC
BLAIR	75/028617	2008690	Blair LLC	BLST Holding Company LLC
BLAIR	77/058143	3374988	Blair LLC	BLST Holding Company LLC
BLAIR	73/450549	1422914	Blair LLC	BLST Holding Company LLC
BLAIR	77/086960	3311249	Blair LLC	BLST Holding Company LLC
BLAIR	78/617467	3262468	Blair LLC	BLST Holding Company LLC
BLAIR	75/008109	2134847	Blair LLC	BLST Holding Company LLC
BLAIR	75/097096	2061091	Blair LLC	BLST Holding

Mark	Serial No.	Registration No.	Assignor	Assignee
				Company LLC
BLAIR	73/780989	1563972	Blair LLC	BLST Holding Company LLC
BLAIR	73/402356	1283914	Blair LLC	BLST Holding Company LLC
BLAIR	74/031929	1624256	Blair LLC	BLST Holding Company LLC
BLAIR BOUTIQUE	74/013171	1626066	Blair LLC	BLST Holding Company LLC
BLAIR OUTLET	85/216117	4313521	Blair LLC	BLST Holding Company LLC
BLAIRGUARD	73/073546	1051930	Blair LLC	BLST Holding Company LLC
BLAIRWIK	85/538773	4621529	Blair LLC	BLST Holding Company LLC
BROWNSTONE STUDIO	72/463633	0989000	Blair LLC	BLST Holding Company LLC
CLOTHES THAT DO MORE FOR LESS	78/400389	3019960	Blair LLC	BLST Holding Company LLC
DAVID CALAIS	75/390967	2214562	Blair LLC	BLST Holding Company LLC
DRY DOCK BY SERBIN and Design 	72/308038	0885089	Blair LLC	BLST Holding Company LLC
ELISABETH WILLIAMS	73/813427	1582710	Blair LLC	BLST Holding Company LLC
HEAVENLY COMFORT	73/505011	1370230	Blair LLC	BLST Holding Company LLC
IMPROVED LIVING	73/732092	1584039	Blair LLC	BLST Holding Company LLC
INTIMATE APPEAL	74/145319	1680348	Blair LLC	BLST Holding Company LLC
INTIMATE APPEAL	78/310426	2973895	Blair LLC	BLST Holding Company LLC
INTIMATE APPEAL	85/743148	4338741	Blair LLC	BLST Holding Company LLC
IRVINE PARK	73/781458	1558163	Blair LLC	BLST Holding Company LLC
JB and Design (Crest Logo) 	72/363565	0924751	Blair LLC	BLST Holding Company LLC
JOHN BLAIR	72/381037	0930561	Blair LLC	BLST Holding Company LLC
JOHN BLAIR	72/200200	0790047	Blair LLC	BLST Holding Company LLC
JOHN BLAIR	85/761520	4435052	Blair LLC	BLST Holding

Mark	Serial No.	Registration No.	Assignor	Assignee
				Company LLC
JOHN BLAIR	72/362270	0910968	Blair LLC	BLST Holding Company LLC
JUDY BOND	78/861661	3482356	Blair LLC	BLST Holding Company LLC
MONTEREY BAY	86/313317	4649330	Blair LLC	BLST Holding Company LLC
MONTEREY BAY CLOTHING COMPANY and Design 	78/242057	2966236	Blair LLC	BLST Holding Company LLC
OLD PUEBLO TRADERS	73/508538	1336664	Blair LLC	BLST Holding Company LLC
OLD PUEBLO TRADERS	78/366105	2991919	Blair LLC	BLST Holding Company LLC
PERSONAL CHOICE	73/525941	1360765	Blair LLC	BLST Holding Company LLC
REGALIA	74/020955	1649648	Blair LLC	BLST Holding Company LLC
SCANDIA WOODS	86/116324	4788170	Blair LLC	BLST Holding Company LLC
SERBIN SPORT	73/687002	1503096	Blair LLC	BLST Holding Company LLC
SERBIN Stylized 	71/671532	0606130	Blair LLC	BLST Holding Company LLC
SERENDIPITY Stylized 	73/171435	1133650	Blair LLC	BLST Holding Company LLC
SIGNATURE COLLECTION BY VICKI WAYNE	78/842093	3321356	Blair LLC	BLST Holding Company LLC
SILHOUETTE SLIMMER	74/457519	1991573	Blair LLC	BLST Holding Company LLC
SMART FIT	77/411053	3546229	Blair LLC	BLST Holding Company LLC
SMARTFIT	77/801841	3783780	Blair LLC	BLST Holding Company LLC
STIK-TITE	74/573523	2010722	Blair LLC	BLST Holding Company LLC
TROPICOOOL	73/658671	1469163	Blair LLC	BLST Holding Company LLC
TWO TWENTY	85/725229	4328225	Blair LLC	BLST Holding Company LLC
UNIQUE PETITE	73/683187	1499030	Blair LLC	BLST Holding Company LLC
VICKI WAYNE	78/979626	3373165	Blair LLC	BLST Holding Company LLC
VICKI WAYNE	78/897880	3393331	Blair LLC	BLST Holding Company LLC

Mark	Serial No.	Registration No.	Assignor	Assignee
VICKI WAYNE'S	73/508579	1336665	Blair LLC	BLST Holding Company LLC
VICKI WAYNE'S	75/127842	2055472	Blair LLC	BLST Holding Company LLC
VICKI WAYNE'S OLD PUEBLO TRADERS Stylized 	73/465909	1342544	Blair LLC	BLST Holding Company LLC
WILLOW RIDGE	78/811142	3193041	Blair LLC	BLST Holding Company LLC
WILROY	72/206793	0802301	Blair LLC	BLST Holding Company LLC
BROWNSTONE STUDIO	73/230817	1165943	Draper's & Damon's LLC	BLST Holding Company LLC
CLASSIC COMFORT	78/270022	2877447	Draper's & Damon's LLC	BLST Holding Company LLC
D & D	75/696012	2456703	Draper's & Damon's LLC	BLST Holding Company LLC
DD Design 	78/371377	3056392	Draper's & Damon's LLC	BLST Holding Company LLC
DRAPER'S & DAMON'S	78/371352	3036662	Draper's & Damon's LLC	BLST Holding Company LLC
DRAPER'S & DAMON'S	75/640364	2346876	Draper's & Damon's LLC	BLST Holding Company LLC
DRAPER'S STUDIO	78/193608	2766953	Draper's & Damon's LLC	BLST Holding Company LLC
FOR A LIFE WELL FASHIONED	85/728633	4331877	Draper's & Damon's LLC	BLST Holding Company LLC
SIGNATURE KNITS	78/512989	3136949	Draper's & Damon's LLC	BLST Holding Company LLC
SLIMTACULAR	86/118335	4682779	Draper's & Damon's LLC	BLST Holding Company LLC
SLIMTACULAR Logo 	86/202831	4609642	Draper's & Damon's LLC	BLST Holding Company LLC
GOLD VIOLIN	76/316150	2639135	Norm Thompson Outfitters LLC	BLST Holding Company LLC
GOLD VIOLIN	75/871713	2519292	Norm Thompson Outfitters LLC	BLST Holding Company LLC
GOLD VIOLIN	76/316134	2653990	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ACTIVE JOE	77/777631	3808389	Haband Company LLC	BLST Holding Company LLC
ADRIN DELAFELD	75/897003	2457019	Haband Company LLC	BLST Holding Company LLC
AMERICAN SWEETHEART	74/271881	1797101	Haband Company LLC	BLST Holding Company LLC
CASUAL JOE	75/896701	2457017	Haband Company LLC	BLST Holding Company LLC

Mark	Serial No.	Registration No.	Assignor	Assignee
EXECUTIVE DIVISION	75/896702	2494007	Haband Company LLC	BLST Holding Company LLC
FIT FOREVER	77/777639	3830498	Haband Company LLC	BLST Holding Company LLC
H SALON BY HABAND! and Design 	77/807284	3798720	Haband Company LLC	BLST Holding Company LLC
HABAND	76/357469	2712960	Haband Company LLC	BLST Holding Company LLC
HABAND	86/059311	4657302	Haband Company LLC	BLST Holding Company LLC
HABAND TRAVELERS	75/896703	2535540	Haband Company LLC	BLST Holding Company LLC
HEALTHRITE Stylized HEALTHRITE	76/596792	3101303	Haband Company LLC	BLST Holding Company LLC
INSTADRY	86/067345	4650192	Haband Company LLC	BLST Holding Company LLC
JACK FROST	75/897002	2622820	Haband Company LLC	BLST Holding Company LLC
LION'S DEN	77/777655	3836754	Haband Company LLC	BLST Holding Company LLC
MOON BEAMS	77/777700	3749522	Haband Company LLC	BLST Holding Company LLC
STAG HILL	75/896700	2457016	Haband Company LLC	BLST Holding Company LLC
STONE CREEK	86724657	5291565	Haband Company LLC	BLST Holding Company LLC
APPLESEED'S	74/303455	1771355	Johnny Appleseed's, Inc.	BLST Holding Company LLC
FITS YOU. FITS YOUR LIFESTYLE.	78/860243	3788790	Johnny Appleseed's, Inc.	BLST Holding Company LLC
FRANCISCA	73/700086	1499692	Johnny Appleseed's, Inc.	BLST Holding Company LLC
KORAPEL	74/691983	1968641	Johnny Appleseed's, Inc.	BLST Holding Company LLC
KORET	75/786041	2570640	Johnny Appleseed's, Inc.	BLST Holding Company LLC
KORET SOLOS	78/382771	2925465	Johnny Appleseed's, Inc.	BLST Holding Company LLC
LESTER SQUARE	77/734116	4042496	Johnny Appleseed's, Inc.	BLST Holding Company LLC
Pant Design	74/667674	1956615	Johnny Appleseed's, Inc.	BLST Holding Company LLC

Mark	Serial No.	Registration No.	Assignor	Assignee
				
SEPARATE IMPRESSIONS BY KORET	75/310903	2134688	Johnny Appleseed's, Inc.	BLST Holding Company LLC
SOLOS KORET	75/104571	2042095	Johnny Appleseed's, Inc.	BLST Holding Company LLC
STUDIO STYLE	85/825109	4530567	Johnny Appleseed's, Inc.	BLST Holding Company LLC
THE KORET PERFECT FIT	75/279150	2176499	Johnny Appleseed's, Inc.	BLST Holding Company LLC
THE TOG SHOP	76/339685	2777318	Johnny Appleseed's, Inc.	BLST Holding Company LLC
THE TOG SHOP Stylized THE TOG SHOP	74/318388	1910140	Johnny Appleseed's, Inc.	BLST Holding Company LLC
YUMMY 	75618722	2675815	Johnny Appleseed Holdings Limited	BLST Holding Company LLC
A WORLD OF UNFORGETTABLE GIFTS	76/069582	2533750	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ALWAYS-FIT	74/391242	1915012	Norm Thompson Outfitters LLC	BLST Holding Company LLC
AUTO-SIZER	74/802278	1924709	Norm Thompson Outfitters LLC	BLST Holding Company LLC
AUTO-SIZER	74/391243	2130811	Norm Thompson Outfitters LLC	BLST Holding Company LLC
CITY EXPRESS	75/892180	2406381	Norm Thompson Outfitters LLC	BLST Holding Company LLC
DEPARTURE	72/317616	0879325	Norm Thompson Outfitters LLC	BLST Holding Company LLC
DEPARTURES	74/647880	1976238	Norm Thompson Outfitters LLC	BLST Holding Company LLC
EARLY WINTERS	73/194311	1143074	Norm Thompson Outfitters LLC	BLST Holding Company LLC
EARLY WINTERS	73/318776	1204997	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ESCAPE FROM THE ORDINARY	72/390844	0946841	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ESCAPE FROM THE ORDINARY	73/404671	1284733	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ESCAPE FROM THE ORDINARY	85/844102	4675893	Norm Thompson Outfitters LLC	BLST Holding Company LLC
FLY RIGHT	75/980635	2491496	Norm Thompson Outfitters LLC	BLST Holding Company LLC
FREQUENT FLYER	74/592966	1923811	Norm Thompson Outfitters LLC	BLST Holding Company LLC
FURNACE SHIRT	74/259147	1811578	Norm Thompson	BLST Holding

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			Outfitters LLC	Company LLC
GETTING OFF THE BEATEN PATH	77/048617	3502248	Norm Thompson Outfitters LLC	BLST Holding Company LLC
LIGHTNING BUG	73/265673	1168264	Norm Thompson Outfitters LLC	BLST Holding Company LLC
MILE MATES	78/095548	2645893	Norm Thompson Outfitters LLC	BLST Holding Company LLC
NORM THOMPSON	73/249574	1224105	Norm Thompson Outfitters LLC	BLST Holding Company LLC
NORM THOMPSON	73/382473	1348672	Norm Thompson Outfitters LLC	BLST Holding Company LLC
NORM THOMPSON RAM Design 	75/290594	2139253	Norm Thompson Outfitters LLC	BLST Holding Company LLC
PERFECT-FIT	78/318795	2941000	Norm Thompson Outfitters LLC	BLST Holding Company LLC
PERFECT-FIT	85/106284	4120329	Norm Thompson Outfitters LLC	BLST Holding Company LLC
PRODUCTS THAT MAKE LIFE EASIER	76/338287	3164327	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SAHALIE	78/306912	3056248	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SAVE YOUR BACK	75/868242	2462813	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SCOZIES	75/892183	2477530	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SHEEPKINS	75/290595	2229572	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SHIKARI	75/326211	2180573	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SLUMBER SOCKS	75/892182	2415818	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SOLTEX	75/813468	2357806	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SOLUTIONS	75/501536	2369890	Norm Thompson Outfitters LLC	BLST Holding Company LLC
SOLUTIONS	73/591350	1444563	Norm Thompson Outfitters LLC	BLST Holding Company LLC
THE PRIMARY LAYER	73/806146	1580795	Norm Thompson Outfitters LLC	BLST Holding Company LLC
TRAVELER'S SUEDE	75/892181	2537693	Norm Thompson Outfitters LLC	BLST Holding Company LLC
WATERFRONT LIVING	76/262301	2614820	Norm Thompson Outfitters LLC	BLST Holding Company LLC
WOOPY	77/465824	3743647	Norm Thompson Outfitters LLC	BLST Holding Company LLC
ZIP DRY	75/813469	2516310	Norm Thompson Outfitters LLC	BLST Holding Company LLC

Mark	Serial No.	Registration No.	Assignor	Assignee
ORCHARD BRANDS	77/797863	4471073	Orchard Brands Corporation	BLST Holding Company LLC
WINTERSILKS and Design 	74/503005	1940484	Wintersilks, LLC	BLST Holding Company LLC
BEDFORD FAIR	86/348647	5050273	Blair LLC	BLST Holding Company LLC
BLAIR Logo 	86/363367	4722809	Blair LLC	BLST Holding Company LLC
DIAMOND DENIM	86/416913	4838097	Draper's & Damon's LLC	BLST Holding Company LLC
FIT-TACULAR	86/348738	4864076	Draper's & Damon's LLC	BLST Holding Company LLC
FIT-TACULAR BY DRAPER'S & DAMON'S	86/348757	4864077	Draper's & Damon's LLC	BLST Holding Company LLC
COMFORT CORNER	85/798726	5038638	Haband Company LLC	BLST Holding Company LLC
COMFORT CORNER	86/591410	5038891	Haband Company LLC	BLST Holding Company LLC
JACK FROST	85/768429	4860073	Haband Company LLC	BLST Holding Company LLC
HOME FOREVER (Horizontal Logo) 	86/277343	4775299	Orchard Brands Corporation	BLST Holding Company LLC
K KORET and Design 	86/261414	5100752	Johnny Appleseed's, Inc.	BLST Holding Company LLC
K KORET and Design 	86/261436	4978572	Johnny Appleseed's, Inc.	BLST Holding Company LLC
KORET SPORT	86/146009	4946672	Johnny Appleseed's, Inc.	BLST Holding Company LLC
WINTERSILKS	86/313278	4784451	Wintersilks, LLC	BLST Holding Company LLC
ACTIVE@EASE	87362863	5604139	Blair LLC	BLST Holding Company LLC
ALCOVE	86926352	5481555	Bluestem Brands, Inc.	BLST Holding Company LLC
ALCOVE	86976753	4796941	Bluestem Brands, Inc.	BLST Holding Company LLC
AVGO	87509881	5764248	Bluestem Brands, Inc.	BLST Holding Company LLC

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COMFORT EASE	86843051	5021051	Blair LLC	BLST Holding Company LLC
GURUGEAR	87509883	5764249	Bluestem Brands, Inc.	BLST Holding Company LLC
LIFEMAX	86933142	5697684	Bluestem Brands, Inc.	BLST Holding Company LLC
MARK REED	87382845	5461992	Blair LLC	BLST Holding Company LLC
MONTEREY BAY	87216156	5217545	Blair LLC	BLST Holding Company LLC
NEAT-FIT	87362870	5296354	Blair LLC	BLST Holding Company LLC
NUVANO	87509891	5764250	Bluestem Brands, Inc.	BLST Holding Company LLC
BRIGHTSIDERS	87954341	5846628	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	86926361	5210435	Bluestem Brands, Inc.	BLST Holding Company LLC
OUTDOOR SPIRIT	87116542	5160186	Bluestem Brands, Inc.	BLST Holding Company LLC
PERSONAL CHOICE	86823575	4997332	Blair LLC	BLST Holding Company LLC
PREVARI	87509888	5829427	Bluestem Brands, Inc.	BLST Holding Company LLC
WINTERSILKS	87323716	5552984	WinterSilks, LLC	BLST Holding Company LLC
OAK + EDISON	88378588	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
STAR HOLLOW	88567560	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
SUPRASUEDE BY DRAPER'S & DAMON'S	88364713	N/A	Draper's & Damon's, Inc.	BLST Holding Company LLC
THIMBLE 48	88378590	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
TRUETT	88574714	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
TRUETT PLUS	88574725	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
CROSBY CHURCH	88378581	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
GILBY + MOON	88567539	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
HAYMAKER	87616114	N/A	Johnny Appleseed's, Inc.	BLST Holding Company LLC
JJ KIDSBY	88619350	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
NEVER MONDAY	88378597	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
REBEL & RISE	88607671	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
RUBY FINCH	88378571	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
RUE VALENTINA	88378583	N/A	Bluestem Brands,	BLST Holding

Mark	Serial No.	Registration No.	Assignor	Assignee
			Inc.	Company LLC
RUE VALENTINA	88567314	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
SATURDAY MARKET	88413214	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC
WYSH LIMITED	88378593	N/A	Bluestem Brands, Inc.	BLST Holding Company LLC