TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900732146

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLST Holding Company LLC		11/09/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC	
Street Address:	875 Third Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6886219	FINGERHUT FRESHSTART

CORRESPONDENCE DATA

Fax Number: 3104079090

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.

3104704000 Phone:

Email: rsmith@ktbslaw.com

Correspondent Name: KTBS Law LLP

Address Line 1: 1801 Century Park East, 26th Floor Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Robert Smith
SIGNATURE:	/Robert Smith/
DATE SIGNED:	04/10/2023

Total Attachments: 4

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TRADEMARK REEL: 008028 FRAME: 0767 900764633

TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (this "**Trademark Security Agreement**") is made as of November 9, 2022, by BLST Holding Company LLC (the "**Grantor**"), in favor Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "**Grantee**").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

[The remainder of this page is intentionally left blank.]

1

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

BLST HOLDING COMPANY LLC

Name: Robert Warshauer

Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

CERBERUS BUSINESS FINANCE AGENCY, LLC

By:

Name: Eric Miller

Title: Senior Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Serial Number	Registration Number
FINGERHUT	97333897	6886219
FRESHSTART & DESIGN		

TRADEMARK
REEL: 008028 FRAME: 0771

RECORDED: 04/10/2023