

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haband Company LLC		07/10/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86591410	COMFORT CORNER	
Serial Number:	85768429	JACK FROST	
Registration Number:	3808389	ACTIVE JOE	
Registration Number:	2907808	ADJUST-O-PEDIC	
Registration Number:	2457019	ADRIAN DELAFIELD	
Registration Number:	1797101	AMERICAN SWEETHEART	
Registration Number:	2457017	CASUAL JOE	
Registration Number:	2494007	EXECUTIVE DIVISION	
Registration Number:	3830498	FIT FOREVER	
Registration Number:	4238018	GOLD COAST	
Registration Number:	3798720	H SALON BY HABAND!	
Registration Number:	2712960	HABAND	
Registration Number:	4657302	HABAND	
Registration Number:	2535540	HABAND TRAVELERS	
Registration Number:	3101303	HEALTHRITE	
Registration Number:	4650192	INSTADRY	
Registration Number:	2622820	JACK FROST	
Registration Number:	3836754	LION'S DEN	
Registration Number:	3749522	MOON BEAMS	
TRADEMARK			

CH \$540.00 86591410

Property Type	Number	Word Mark
Registration Number:	2457016	STAG HILL
Serial Number:	85798726	COMFORT CORNER

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Ave., Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30870
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/17/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2015, (this "Agreement"), by Haband Company 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.

HABAND COMPANY LLC

By: 


Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

SCHEDULE I

TRADEMARKS

Mark	Serial No.	Registration No.	Class/Goods	Owner
ACTIVE JOE	77/777631	3808389	Class 25: Men's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, shoes, sport jackets, jackets, sweaters, belts and underwear; and footwear.	Haband Company LLC
ADJUST-O-PEDIC	76527698	2907808	Class 25: Footwear	Haband Company LLC
ADRAIN DELAFELD	75/897003	2457019	Class 25: Women's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, footwear, socks, jackets, sport jackets, sweaters, belts, dresses, skirts, and undergarments.	Haband Company LLC
AMERICAN SWEETHEART	74/271881	1797101	Class 25: Women's clothing; namely, blouses, culottes, dresses, housecoats, jackets, jeans, jumpsuits, knit shirts, pants, pantsuits, robes, shirts, shorts, skirts, slacks, sweaters, and shoes, belts and accessories; namely, belts, footwear, gloves, hats and kerchiefs, sold solely through applicant's mail order service and in applicant's retail outlet stores.	Haband Company LLC
CASUAL JOE	75/896701	2457017	Class 25: Men's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, footwear, socks, jackets, sport jackets, sweaters, belts, and underwear.	Haband Company LLC

EXECUTIVE DIVISION	75/896702	2494007	Class 25: Men's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, footwear, socks, jackets, sport jackets, sweaters, belts, and underwear.	Haband Company LLC
FIT FOREVER	77/777639	3830498	Class 25: Clothing, namely, pants, belts, shorts, shirts, hats, gloves, and jackets.	Haband Company LLC
GOLD COAST	77/777616	4238018	Class 25: Men's clothing, namely, slacks, shorts, jeans, shirts, and pants.	Haband Company LLC
H SALON BY HABAND! and Design 	77/807284	3798720	Class 35: Mail order catalog services featuring clothing, footwear, handbags and accessories.	Haband Company LLC

HABAND	76/357469	2712960	Class 25: Men's and women's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, socks, sport jackets, jackets, sweaters, belts, dresses, skirts, blouses, culottes, housecoats, jumpsuits, knit shirts, pants, blazers, t-shirts, pajamas, jumpers, bras, pant suits, robes, gloves, hats, kerchiefs and underwear; and footwear. Class 35: Retail department store services; retail store services, computerized online store services and mail order services, all featuring clothing, footwear, handbags, wallets, belts, luggage, health and beauty care products, furniture, food and candy, clocks, watches, radios, calculators, coolers, magazine racks, toys, hand tools, general merchandise, giftware, household goods, housewares, domestics, namely, sheets, pillow cases, blankets, comforters, quilts, pillows, throws, rugs, curtains, tablecloths, furniture covers, towels and bedspreads, and small household appliances.	Haband Company LLC
HABAND	86/059311	4657302	Class 35: Online retail store services and mail order services featuring jewelry.	Haband Company LLC
HABAND TRAVELERS	75/896703	2535540	Class 25: Men's and women's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, footwear, socks, sport jackets, jackets, sweaters, belts, dresses, skirts and underwear.	Haband Company LLC
HEALTHRITE Stylized HEALTHRITE	76/596792	3101303	Class 25: Clothing, namely, shirts, socks, pajamas, and underwear; and footwear.	Haband Company LLC

INSTADRY	86/067345	4650192	Class 25: Men's clothing, namely, underwear, shirts, and loungewear; jog suits and pants.	Haband Company LLC
JACK FROST	75/897002	2622820	Class 25: Men's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, shoes, footwear, sport jackets, jackets, sweaters, belts and underwear.	Haband Company LLC
LION'S DEN	77/777655	3836754	Class 25: Men's formal and semi-formal clothing, namely, pants, jackets, sports coats, blazers and footwear; none of the foregoing comprising leather or undergarments.	Haband Company LLC
MOON BEAMS	77/777700	3749522	Class 25: Clothing, namely, tops, bottoms, nightgowns, pajamas, sleepwear and footwear.	Haband Company LLC
STAG HILL	75/896700	2457016	Class 25: Men's and women's clothing, namely, slacks, shorts, jeans, shirts, ties, coats, footwear, socks, jackets, sport jackets, sweaters, belts, dresses, skirts, and undergarments.	Haband Company LLC

TRADEMARK APPLICATIONS

Mark	Serial No.	Registration No.	Class/Goods	Owner
COMFORT CORNER	85/798726	Application allowed	Class 25: Tops; bottoms; top and bottom sets; sweaters; sleepwear; slippers; hosiery; scarves; gloves; hats.	Haband Company LLC
COMFORT CORNER	86/591410	Pending	Class 25: Footwear.	Haband Company LLC
JACK FROST	85/768429	Application	Class 11: Portable heaters. Class 24: Sheets, blankets, and quilts. Class 25:	Haband Company

Schedule 1

TRADEMARK
REEL: 005578 FRAME: 0996

		allowed	Menswear, namely, parkas and vests, and socks.	LLC
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SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.