

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597442

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

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

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 75344.4         |
| <b>NAME OF SUBMITTER:</b>      | Michelle Hill   |
| <b>SIGNATURE:</b>              | /Michelle Hill/ |
| <b>DATE SIGNED:</b>            | 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.

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

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

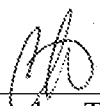
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**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

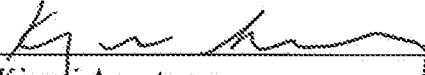
**BLUESTEM SALES, INC.**

By:  \_\_\_\_\_  
Name: Christopher Tukua  
Title: Authorized Signatory



ASSIGNEE:

BLST HOLDING COMPANY LLC

By:   
Name: Kjersti Armstrong  
Title: Authorized Person



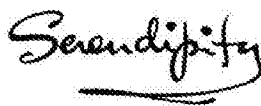
**SCHEDULE A**

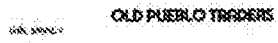
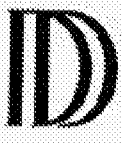

**Trademark Registrations**

| <b>Mark</b>                                      | <b>Serial No.</b> | <b>Registration No.</b> | <b>Assignor</b>       | <b>Assignee</b>          |
|--|-------------------|-------------------------|-----------------------|--------------------------|
| 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 |

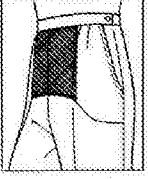

| Mark             | Serial No. | Registration No. | Assignor              | Assignee                 |
|------------------|------------|------------------|-----------------------|--------------------------|
|                  |            |                  | Inc.                  | Company LLC              |
| 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<br> | 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)<br>   | 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<br> | 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<br>                         | 71/671532  | 0606130          | Blair LLC | BLST Holding Company LLC |
| SERENDIPITY Stylized<br>                   | 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 |

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|--|------------|------------------|------------------------------|--------------------------|
| 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<br> | 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<br>                                 | 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<br>                        | 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 |
| ADRAIN 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 |

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|--|------------|------------------|--------------------------|--------------------------|
| 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<br> | 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<br><b>HEALTHRITE</b>   | 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 |

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|--|------------|------------------|-----------------------------------|--------------------------|
|           |            |                  |                                   |                          |
| 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<br><b>THE TOG SHOP</b>   | 74/318388  | 1910140          | Johnny Appleseed's, Inc.          | BLST Holding Company LLC |
| YUMMY<br> | 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<br> | 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 |

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|---|------------|------------------|----------------------------|--------------------------|
| ORCHARD BRANDS  | 77/797863  | 4471073          | Orchard Brands Corporation | BLST Holding Company LLC |
| WINTERSILKS and Design<br>           | 74/503005  | 1940484          | Wintersilks, LLC           | BLST Holding Company LLC |
| BEDFORD FAIR  | 86/348647  | 5050273          | Blair LLC                  | BLST Holding Company LLC |
| BLAIR Logo<br>                       | 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)<br> | 86/277343  | 4775299          | Orchard Brands Corporation | BLST Holding Company LLC |
| K KORET and Design<br>             | 86/261414  | 5100752          | Johnny Appleseed's, Inc.   | BLST Holding Company LLC |
| K KORET and Design<br>             | 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             |

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|-----------------|------------|------------------|--------------------------|-----------------------------|
|                 |            |                  | Inc.                     | Company LLC                 |
| RUE VALENTINA   | 88567314   | N/A              | Bluestem Brands,<br>Inc. | BLST Holding<br>Company LLC |
| SATURDAY MARKET | 88413214   | N/A              | Bluestem Brands,<br>Inc. | BLST Holding<br>Company LLC |
| WYSH LIMITED    | 88378593   | N/A              | Bluestem Brands,<br>Inc. | BLST Holding<br>Company LLC |