

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601783

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|---|---------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BLST Holding Company LLC | | 09/25/2020 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance Agency, LLC | | |
| Street Address: | 875 Third Ave | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86724657 | STONE CREEK | |
| Serial Number: | 90185788 | BLUESTEM BRANDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3104079090 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3104074000 | | |
| Email: | nmaoz@ktbslaw.com | | |
| Correspondent Name: | KTBS Law LLP; N. Maoz | | |
| Address Line 1: | 1999 Avenue of the Stars | | |
| Address Line 2: | 39th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Nir Maoz | | |
| SIGNATURE: | /Nir Maoz/ | | |
| DATE SIGNED: | 10/08/2020 | | |
| Total Attachments: 4 | | | |
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| source=BLST - Trademark Security Agreement (Sept. 2020)#page3.tif | | | |

OP \$65.00 86724657

TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (this “**Trademark Security Agreement**”) is made as of September 25, 2020, 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 Schedule A, 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.

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

By: 

Name: Robert Warshauer

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007069 FRAME: 0982

ACKNOWLEDGED AND AGREED:

CERBERUS BUSINESS FINANCE AGENCY,
LLC

By: 

Name: Eric Miller

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007069 FRAME: 0983

SCHEDULE A TO GRANT OF A SECURITY INTEREST

U.S. Federal Registrations:

| Mark | Serial No. | Registration No. |
|-----------------|------------|------------------|
| Stone Creek | 86724657 | 5291565 |
| BLUESTEM BRANDS | 90185788 | N/A |