

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HYDE PARK, INC.		06/26/2014	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB CREDIT PARTNERS, LLC, as Agent		
<b>Street Address:</b>	800 Boylston Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02119		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2154614		
<b>Registration Number:</b>	2212142	HYDE PARK	
<b>Registration Number:</b>	3522475	HYDE PARK FINALE	
<b>Registration Number:</b>	3562513	HPFINALE	
<b>Registration Number:</b>	3548985	PLATINUM REWARDS	
<b>Serial Number:</b>	86173764	TRADITIONAL JEWELERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F150560		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		

OP \$165.00 2154614

<b>DATE SIGNED:</b>	07/02/2014
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**Total Attachments: 10**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of June 26, 2014, is made by and between Hyde Park, Inc., a Colorado corporation having a business location at the address set forth below next to its signature ("Borrower"), and GB CREDIT PARTNERS, LLC, as Agent for the Lenders ("Agent"), having a business location at the address set forth below next to its signature.

### Recitals

A. Borrower, certain of Borrower's Affiliates and Agent are parties to a Term Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Agent may now or hereafter extend credit to or for the account of Borrower and certain of Borrower's Affiliates.

B. As a condition to extending credit to or for the account of Borrower and certain of Borrower's Affiliates, Agent has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Claim" has the meaning given in Section 9(b).

"Patents" means all of Borrower's right, title and interest in patents and patent applications, including (a) the patents and patent applications listed on Exhibit A, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all licenses with respect thereto and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of Borrower's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (b) all renewals thereof, (c) all licenses with respect thereto and all income, royalties, damages and

payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (f) all of Borrower's rights corresponding thereto throughout the world.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Agent (for itself as Agent and for each Lender) a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) *Patents.* Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within 60 days provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(b) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Agent with a replacement Exhibit B, which upon acceptance by Agent shall become part of this Agreement.

4. Power of Attorney. To facilitate Agent's exercising its rights under Section 7, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Borrower with full authority (but not the duty) in the place

and stead of Borrower, and in the name of Borrower or otherwise, from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower, or necessary for Agent, upon the occurrence of an Event of Default and during the continuation thereof, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

5. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

6. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained herein shall prove to have been incorrect in any material respect when made.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, and at any time thereafter, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

8. Miscellaneous. No amendment or modification of this Agreement shall be effective unless it has been agreed to by Agent in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Agent to exercise any right, remedy, or option under this Agreement, or delay by Agent in exercising the same, will operate as a waiver thereof. No waiver by Agent will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent on any occasion shall affect or diminish Agent's rights thereafter to require strict performance by Borrower of any provision of this Agreement.

Agent's rights under this Agreement will be cumulative and not exclusive of any other right or remedy that Agent may have. The Security Interest can be released, only explicitly in a writing signed by Agent. All notices to be given to Borrower or Agent under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Borrower may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent, which consent may be withheld by Agent in Agent's sole and absolute discretion, and any prohibited assignment shall be absolutely void ab initio. Agent may assign this Agreement in whole or in part and its rights and duties hereunder and no consent or approval by Borrower is required in connection with any such assignment. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision. All representations and warranties made by Borrower in this Agreement shall be considered to have been relied upon by Agent and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Agent or on its behalf and notwithstanding that Agent may have had notice or knowledge of any Event of Default or incorrect representation or warranty. This Agreement shall take effect when signed by Borrower and delivered to Agent, and Borrower waives notice of Agent's acceptance hereof or reliance hereon. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement.

**9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

(a) **CHOICE OF LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK.**

(b) VENUE. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF BORROWER AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9(b).

(c) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT DELIVERED IN CONNECTION HEREWITH, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. IN ADDITION, FOR PURPOSES OF CLARITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND AGENT HEREBY WAIVES ITS RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH OF BORROWER AND AGENT REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) SPECIAL DAMAGES. NO CLAIM MAY BE MADE BY BORROWER AGAINST AGENT, ANY AFFILIATE OF AGENT OR ANY DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR

**EVENT OCCURRING IN CONNECTION HERewith, AND BORROWER  
HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY  
CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND  
WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.**

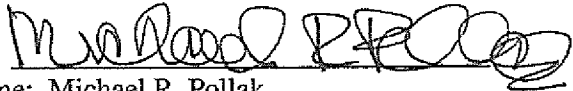
*[The remainder of this page intentionally left blank.]*



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hyde Park, Inc.  
3000 East First Avenue, Suite 243  
Denver, Colorado 80206

HYDE PARK, INC.

By:   
Name: Michael R. Pollak  
Its: Chief Executive Officer

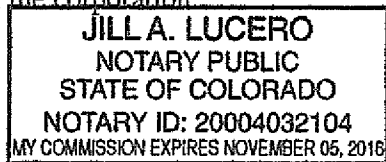
GB Credit Partners, LLC  
Prudential Tower  
800 Boylston Street, 27<sup>th</sup> Fl.  
Boston, Massachusetts 02199  
Attn: Lisa Galeota

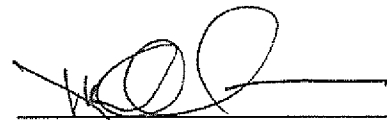
GB CREDIT PARTNERS, LLC

By: \_\_\_\_\_  
Name:  
Its:

STATE OF COLORADO            )  
  )  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of June, 2014, by Michael R. Pollak, the Chief Executive Officer of Hyde Park, Inc., a Colorado corporation, on behalf of the corporation.



  
\_\_\_\_\_  
Notary Public

STATE OF MASSACHUSETTS        )  
  ) ss.  
COUNTY OF SUFFOLK            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2014, by \_\_\_\_\_, an Authorized Signatory of GB Credit Partners, LLC, on behalf of the national association.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hyde Park, Inc.  
3000 East First Avenue, Suite 243  
Denver, Colorado 80206

HYDE PARK, INC.

By: \_\_\_\_\_  
Name: Michael R. Pollak  
Its: Chief Executive Officer

GB Credit Partners, LLC  
Prudential Tower  
800 Boylston Street, 27<sup>th</sup> Fl.  
Boston, Massachusetts 02199  
Attn: Lisa Galeota

GB CREDIT PARTNERS, LLC  
By:   
Name: Lisa Galeota  
Its: Managing Director

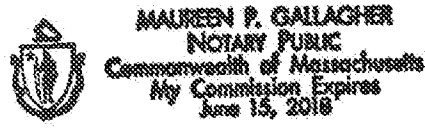
STATE OF COLORADO            )  
  )  
CITY AND COUNTY OF DENVER)


The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2014, by Michael R. Pollak, the Chief Executive Officer of Hyde Park, Inc., a Colorado corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MASSACHUSETTS        )  
  ) ss.  
COUNTY OF SUFFOLK                )

The foregoing instrument was acknowledged before me this 25 day of June, 2014, by Lisa Galeota, an Authorized Signatory of GB Credit Partners, LLC, on behalf of the national association.



  
Notary Public

**EXHIBIT A**

**UNITED STATES ISSUED PATENTS**

Patent Description	Registration Number	Registration Date	Expiration Date

[NONE]

**UNITED STATES PATENT APPLICATIONS**

Patent Application	Application/Serial Number	Application/Filing Date

[NONE]

**FOREIGN ISSUED PATENTS**

Patent Description	Country	Registration Number	Registration Date	Expiration Date

[NONE]


**FOREIGN PATENT APPLICATIONS**

Patent Description	Country	Application/Serial Number	Application/Filing Date

[NONE]

Exh. A

**EXHIBIT B**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

Loan Party	Trademark	Application Number/Application Filing Date	Registration Number/Serial Number	Registration Date/Filing Date
HPI		75173543 09/30/96	2,154,614	05/05/1998
HPI	HYDE PARK	75173542 09/30/96	2,212,142	12/22/1998
HPI	HYDE PARK FINALE	78626132 05/09/05	3,522,475	10/21/2008
HPI	hpfinale	78657340 06/23/05	3,562,513	01/13/2009
HPI	PLATINUM REWARDS	77292175 09/28/07	3,548,985	12/23/2008

APPLICATIONS

Loan Party	Trademark Application	Application/Serial Number	Application Date
HPI	TRADITIONAL JEWELERS	86/173,764	1/23/2014

TRADENAMES; REGISTERED SERVICE MARKS; SERVICE MARKS

[NONE]

Exh. B-1