

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/19/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jones International, Ltd.		06/19/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE JONES DISTRICT, L.L.C.		
<b>Street Address:</b>	10350 Bren Road West		
<b>City:</b>	Minnetonka		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55343		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86267454	THE JONES DISTRICT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038302016		
<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>	3038398700		
<b>Email:</b>	reilly@iplawdenver.com		
<b>Correspondent Name:</b>	Ellen Reilly		
<b>Address Line 1:</b>	1325 East 16th Avenue		
<b>Address Line 4:</b>	Denver, COLORADO 80218		
<b>NAME OF SUBMITTER:</b>	Ellen reilly		
<b>SIGNATURE:</b>	/ellen reilly/		
<b>DATE SIGNED:</b>	10/20/2017		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT (NUNC PRO TUNC)

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into NUNC PRO TUNC this 19<sup>th</sup> day of June, 2017 by and between Jones International, Ltd., a corporation formed in accordance with the laws of Colorado (the "Assignor"), and The Jones District, L.L.C., a corporation formed in accordance with the laws of Delaware (the "Assignee").

Recitals

A. Assignor is the owner of all right, title and interest in and to the trademarks identified on attached Schedule A, (hereinafter referred to as the Trademarks), together with the goodwill of the business connected with and symbolized by the Trademarks.

B. Assignor desires to assign the Trademarks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, (1) the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks, all of which to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration set forth on Schedule A to Assignee as assignee of Assignor entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

Jones International, Ltd.

By: Lth J. She

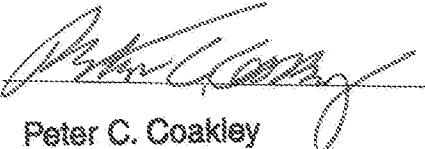
Title: PRESIDENT

ASSIGNEE

The Jones District, L.L.C.

By: Opus Development Company, L.L.C.,  
a Delaware limited liability company

Title: Manager

Name: 

**Peter C. Coakley**  
Vice President, Real Estate Development  
Opus Development Company, L.L.C.

SCHEDULE A

Matter	Mark	Reg. No./ Serial No.	Status	Owner
U.S.	THE JONES DISTRICT	5,266,278	Registered	Jones International, Ltd.