

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyde Park, Inc.		10/26/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	ENGAGE Jeweler, LLC		
Street Address:	3000 E. 1st Avenue, Suite 243		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87671851	ENGAGE BY HYDE PARK	
Serial Number:	88121394	ENGAGE	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	10/26/2020		
Total Attachments: 4			
source=Trademark Assignment Agreement - Hyde Park, Inc. & ENGAGE Jeweler, LLC (executed 10-26-2020)#page1.tif			
source=Trademark Assignment Agreement - Hyde Park, Inc. & ENGAGE Jeweler, LLC (executed 10-26-2020)#page2.tif			
source=Trademark Assignment Agreement - Hyde Park, Inc. & ENGAGE Jeweler, LLC (executed 10-26-2020)#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of the 26th day of October 2020 (the “**Effective Date**”) by Hyde Park, Inc., a Colorado corporation, with an address at 3000 E. 1st Avenue, Suite 243, Denver, Colorado 80206 (“**Assignor**”), and ENGAGE Jeweler, LLC, a Colorado limited liability company, with an address at 3000 E. 1st Avenue, Suite 243, Denver, CO 80206 (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks ENGAGE BY HYDE PARK and ENGAGE (including in stylized form and with design), and all goodwill associated therewith, including but not limited to United States Trademark Application Serial No. 87/671,851 for ENGAGE BY HYDE PARK and United States Trademark Application Serial No. 88/910,348 for ENGAGE & Design, as further described on Schedule 1, and all rights to sue and recover for past infringement thereof, and all goodwill associated therewith, collectively referred to herein as the “Assigned Trademarks”;

WHEREAS, Assignee is a successor to that portion of Assignor’s business to which the Assigned Trademarks pertain; and

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademark and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor’s right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks have been used in the United States or any other countries.

Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with that portion of Assignor’s business to which the Assigned Trademarks pertain and the goodwill of the business symbolized by the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns (the “**Assigned Rights**”), to the extent any such rights are owned by Assignor as of the Effective Date.

1.2. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor’s legal successors. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply

for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges that subsequent to the Effective Date, Assignor shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein. Assignor agrees that it and its affiliates will forever refrain from using, directly or indirectly, the Assigned Trademarks, and any confusingly similar terms. Assignor hereby acknowledges receipt of all legally entitled royalties and all other revenues attributable to the Assigned Rights and hereby releases all claims to, and waives all right, title and interest in, any additional or future royalties or other revenues attributable to the Assigned Rights that may have accrued before, on or after the Effective Date, regardless of whether such royalties or revenues are known or unknown, suspected or unsuspected, as of the Effective Date.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as an original.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

By: Michael Pollak
Name: Michael Pollak
Title: Chairman


Date: October 26, 2020

ENGAGE JEWELER, LLC

By: Michael Pollak
Name: Michael Pollak
Title: CEO

Date: October 26, 2020

SCHEDULE 1

Trademark	Serial No.	App. Date
ENGAGE BY HYDE PARK	87/671,851	November 3, 2017
 <p data-bbox="269 806 557 842">("ENGAGE & Design")</p>	88/121,394	September 18, 2018