

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		09/30/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hyde Park, Inc.		
<b>Street Address:</b>	3000 E. First Avenue		
<b>Internal Address:</b>	Suite 243		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Corporation: COLORADO		
<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>	2158325619		
<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>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-21073)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-21073		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

OP \$165.00 2154614

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	10/18/2021
<b>Total Attachments: 19</b> source=Patent and Trademark Release#page1.tif source=Patent and Trademark Release#page2.tif source=Patent and Trademark Release#page3.tif source=Patent and Trademark Release#page4.tif source=Patent and Trademark Release#page5.tif source=Patent and Trademark Release#page6.tif source=Patent and Trademark Release#page7.tif source=Patent and Trademark Release#page8.tif source=Patent and Trademark Release#page9.tif source=Patent and Trademark Release#page10.tif source=Patent and Trademark Release#page11.tif source=Patent and Trademark Release#page12.tif source=Patent and Trademark Release#page13.tif source=Patent and Trademark Release#page14.tif source=Patent and Trademark Release#page15.tif source=Patent and Trademark Release#page16.tif source=Patent and Trademark Release#page17.tif source=Patent and Trademark Release#page18.tif source=Patent and Trademark Release#page19.tif	

**RELEASE OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS**

THIS RELEASE OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS ("Release") is made as of this 30th day of September, 2021, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent ("Agent"), in favor of HYDE PARK, INC., a Colorado corporation ("Borrower").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby releases all liens and security interests granted by the Grantor in favor of Agent in the patents and trademarks listed on Exhibit A and Exhibit B attached hereto pursuant to that certain Patent and Trademark Security Agreement, dated as of June 26, 2014, executed by the Borrower in favor of Agent and recorded with the United States Patent and Trademark Office on June 27, 2014 at Reel/Frame 5310/0902.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: *Aleana Sierra*  
Name: Ileana Sierra  
Title: ABL Relationship Manager

**PATENT AND TRADEMARK SECURITY AGREEMENT**

(see attached)



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 30, 2014

PTAS

MELINDA JONES  
2750 RASMUSSEN ROAD, SUITE H-104  
PARK CITY, UT 84098

**900293472**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/27/2014

REEL/FRAME: 5310/0902  
NUMBER OF PAGES: 15

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 10918.540

ASSIGNOR:  
HYDE PARK, INC.

DOC DATE: 06/26/2014  
CITIZENSHIP: COLORADO  
ENTITY: CORPORATION

ASSIGNEE:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
1740 BROADWAY  
MAC C7300-210  
DENVER, COLORADO 80274

CITIZENSHIP: UNITED STATES  
ENTITY: NATIONAL ASSOCIATION

SERIAL NUMBER: 75173542  
REGISTRATION NUMBER: 2212142  
MARK: HYDE PARK  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 09/30/1996  
REGISTRATION DATE: 12/22/1998

SERIAL NUMBER: 75173543  
REGISTRATION NUMBER: 2154614  
MARK:

FILING DATE: 09/30/1996  
REGISTRATION DATE: 05/05/1998

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S) / LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77292175  
REGISTRATION NUMBER: 3548985  
MARK: PLATINUM REWARDS  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/28/2007  
REGISTRATION DATE: 12/23/2008

SERIAL NUMBER: 78626132  
REGISTRATION NUMBER: 3522475  
MARK: HYDE PARK FINALE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/09/2005  
REGISTRATION DATE: 10/21/2008

SERIAL NUMBER: 78657340  
REGISTRATION NUMBER: 3562513  
MARK: HPFINALE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/23/2005  
REGISTRATION DATE: 01/13/2009

SERIAL NUMBER: 86173764  
REGISTRATION NUMBER:  
MARK: TRADITIONAL JEWELERS  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/23/2014  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<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>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1740 Broadway		
<b>Internal Address:</b>	MAC C7300-210		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80274		
<b>Entity Type:</b>	National Association: UNITED STATES		
<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	
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<b>Registration Number:</b>	3548985	PLATINUM REWARDS	
<b>Serial Number:</b>	86173764	TRADITIONAL JEWELERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4352143811		
<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>	435-214-3807		
<b>Email:</b>	mjones@markuswilliams.com		
<b>Correspondent Name:</b>	Melinda Jones		
<b>Address Line 1:</b>	2750 Rasmussen Road, Suite H-104		
<b>Address Line 4:</b>	Park City, UTAH 84098		
<b>ATTORNEY DOCKET NUMBER:</b>	10918.540		
<b>NAME OF SUBMITTER:</b>	Melinda Jones		
<b>SIGNATURE:</b>	/mej/		
<b>DATE SIGNED:</b>	06/27/2014		

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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 WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), having a business location at the address set forth below next to its signature.

### Recitals

A. Borrower, certain of Borrower's Affiliates and Lender are parties to a Credit and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Lender 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, Lender 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 Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit 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 Lender (for itself as lender and for each Bank Product Provider) 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 Credit 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 Lender with a replacement Exhibit A, which upon acceptance by Lender 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 Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

4. Power of Attorney. To facilitate Lender's exercising its rights under Section 7, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, 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 Lender, 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 Credit 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 Credit 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, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

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

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

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

Lender's rights thereafter to require strict performance by Borrower of any provision of this Agreement. Lender's rights under this Agreement will be cumulative and not exclusive of any other right or remedy that Lender may have. The Security Interest can be released, only explicitly in a writing signed by Lender. All notices to be given to Borrower or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender 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 Lender's prior written consent, which consent may be withheld by Lender in Lender's sole and absolute discretion, and any prohibited assignment shall be absolutely void ab initio. Lender 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 Lender and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Lender or on its behalf and notwithstanding that Lender 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 Lender, and Borrower waives notice of Lender's acceptance hereof or reliance hereon. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender 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; ARBITRATION; 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 COLORADO.**

(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 DENVER, STATE OF COLORADO; **PROVIDED, HOWEVER,** THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF BORROWER AND LENDER 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) **ARBITRATION PROVISIONS.**

(i) **ARBITRATION.** THE PARTIES HERETO AGREE, UPON DEMAND BY ANY PARTY, WHETHER MADE BEFORE THE INSTITUTION OF A JUDICIAL PROCEEDING OR NOT MORE THAN 60 DAYS AFTER SERVICE OF A COMPLAINT, THIRD PARTY COMPLAINT, CROSS-CLAIM, COUNTERCLAIM OR ANY ANSWER THERETO OR ANY AMENDMENT TO ANY OF THE ABOVE TO SUBMIT TO BINDING ARBITRATION ALL CLAIMS, DISPUTES AND CONTROVERSIES BETWEEN OR AMONG THEM (AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AND OTHER AGENTS), WHETHER IN TORT, CONTRACT OR OTHERWISE ARISING OUT OF OR RELATING TO IN ANY WAY THIS AGREEMENT, AND ITS NEGOTIATION, EXECUTION, COLLATERALIZATION, ADMINISTRATION, MODIFICATION, EXTENSION, SUBSTITUTION, FORMATION, INDUCEMENT, ENFORCEMENT, DEFAULT OR TERMINATION CREDIT.

(ii) **GOVERNING RULES.** ANY ARBITRATION PROCEEDING WILL (I) PROCEED IN A LOCATION IN DENVER, COLORADO SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"); (II) BE GOVERNED BY THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), NOTWITHSTANDING ANY CONFLICTING CHOICE OF LAW PROVISION IN ANY OF THE DOCUMENTS BETWEEN OR AMONG THE PARTIES; AND (III) BE CONDUCTED BY THE AAA, OR SUCH OTHER ADMINISTRATOR AS THE PARTIES SHALL MUTUALLY AGREE UPON, IN ACCORDANCE WITH THE AAA'S COMMERCIAL DISPUTE RESOLUTION PROCEDURES, UNLESS THE CLAIM OR COUNTERCLAIM IS AT LEAST \$1,000,000.00 EXCLUSIVE OF CLAIMED INTEREST, ARBITRATION FEES AND COSTS IN WHICH

CASE THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AAA'S OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES (THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES OR THE OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES TO BE REFERRED TO HEREIN, AS APPLICABLE, AS THE "RULES"). IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE RULES, THE TERMS AND PROCEDURES SET FORTH HEREIN SHALL CONTROL. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WAIVER BY ANY PARTY THAT IS A BANK OF THE PROTECTIONS AFFORDED TO IT UNDER 12 U.S.C. §91 OR ANY SIMILAR APPLICABLE STATE LAW.

(iii) NO WAIVER OF PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE. THE ARBITRATION REQUIREMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING TO (A) FORECLOSE AGAINST REAL OR PERSONAL PROPERTY COLLATERAL; (B) EXERCISE SELF-HELP REMEDIES RELATING TO COLLATERAL OR PROCEEDS OF COLLATERAL SUCH AS SETOFF OR REPOSSESSION; OR (C) OBTAIN PROVISIONAL OR ANCILLARY REMEDIES SUCH AS REPLEVIN, WRIT OF POSSESSION, INJUNCTIVE RELIEF, ATTACHMENT, GARNISHMENT OR THE APPOINTMENT OF A RECEIVER. THIS EXCLUSION DOES NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ANY DISPUTE TO ARBITRATION OR REFERENCE HEREUNDER, INCLUDING THOSE ARISING FROM THE EXERCISE OF THE ACTIONS DETAILED IN SECTIONS (A), (B) AND (C) OF THIS PARAGRAPH.

(iv) ARBITRATOR QUALIFICATIONS AND POWERS. ANY ARBITRATION PROCEEDING IN WHICH THE AMOUNT IN CONTROVERSY IS \$5,000,000.00 OR LESS WILL BE DECIDED BY A SINGLE ARBITRATOR SELECTED ACCORDING TO THE RULES, AND WHO SHALL NOT RENDER AN AWARD OF GREATER THAN \$5,000,000.00. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000.00 SHALL BE DECIDED BY MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS; PROVIDED HOWEVER, THAT ALL THREE ARBITRATORS MUST ACTIVELY PARTICIPATE IN ALL HEARINGS AND DELIBERATIONS, EXCEPT THAT A SINGLE ARBITRATOR MAY DECIDE PRE-HEARING DISCOVERY DISPUTES. THE ARBITRATOR(S) WILL BE A NEUTRAL ATTORNEY LICENSED IN THE STATE OF COLORADO OR A NEUTRAL RETIRED JUDGE OF THE STATE OR FEDERAL JUDICIARY OF COLORADO, IN EITHER CASE WITH A MINIMUM OF TEN YEARS EXPERIENCE IN THE SUBSTANTIVE LAW APPLICABLE TO THE SUBJECT MATTER OF THE DISPUTE TO BE ARBITRATED. THE ARBITRATOR(S)

WILL DETERMINE WHETHER OR NOT AN ISSUE IS ARBITRATABLE AND WILL GIVE EFFECT TO THE STATUTES OF LIMITATION OR REPOSE IN DETERMINING ANY CLAIM. IN ANY ARBITRATION PROCEEDING THE ARBITRATOR(S) WILL DECIDE (BY DOCUMENTS ONLY OR WITH A HEARING AT THE ARBITRATOR'S DISCRETION) ANY PRE-HEARING MOTIONS WHICH ARE SIMILAR TO MOTIONS TO DISMISS FOR FAILURE TO STATE A CLAIM OR MOTIONS FOR SUMMARY ADJUDICATION. THE ARBITRATOR(S) SHALL RESOLVE ALL DISPUTES IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF COLORADO AND MAY GRANT ANY REMEDY OR RELIEF THAT A COURT OF SUCH STATE COULD ORDER OR GRANT WITHIN THE SCOPE HEREOF AND SUCH ANCILLARY RELIEF AS IS NECESSARY TO MAKE EFFECTIVE ANY AWARD. THE ARBITRATOR(S) SHALL ALSO HAVE THE POWER TO AWARD RECOVERY OF ALL COSTS AND FEES, TO IMPOSE SANCTIONS AND TO TAKE SUCH OTHER ACTION AS THE ARBITRATOR(S) DEEMS NECESSARY TO THE SAME EXTENT A JUDGE COULD PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, THE COLORADO RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(v) DISCOVERY. IN ANY ARBITRATION PROCEEDING, DISCOVERY WILL BE PERMITTED IN ACCORDANCE WITH THE RULES. ALL DISCOVERY SHALL BE EXPRESSLY LIMITED TO MATTERS DIRECTLY RELEVANT TO THE DISPUTE BEING ARBITRATED AND MUST BE COMPLETED NO LATER THAN 20 DAYS BEFORE THE HEARING DATE. ANY REQUESTS FOR AN EXTENSION OF THE DISCOVERY PERIODS, OR ANY DISCOVERY DISPUTES, WILL BE SUBJECT TO FINAL DETERMINATION BY THE ARBITRATOR(S) UPON A SHOWING THAT THE REQUEST FOR DISCOVERY IS ESSENTIAL FOR THE PARTY'S PRESENTATION AND THAT NO ALTERNATIVE MEANS FOR OBTAINING INFORMATION IS AVAILABLE.

(vi) CLASS PROCEEDINGS AND CONSOLIDATIONS. NO PARTY HERETO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, EXCEPT PARTIES WHO HAVE EXECUTED THIS AGREEMENT, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(vii) **PAYMENT OF ARBITRATION COSTS AND FEES.** THE ARBITRATOR(S) SHALL AWARD ALL COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING.

(viii) **MISCELLANEOUS.** TO THE MAXIMUM EXTENT PRACTICABLE, THE AAA, THE ARBITRATOR(S) AND THE PARTIES SHALL TAKE ALL ACTION REQUIRED TO CONCLUDE ANY ARBITRATION PROCEEDING WITHIN 180 DAYS OF THE FILING OF THE DISPUTE WITH THE AAA. NO ARBITRATOR(S) OR OTHER PARTY TO AN ARBITRATION PROCEEDING MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS THEREOF, EXCEPT FOR DISCLOSURES OF INFORMATION BY A PARTY REQUIRED IN CONNECTION WITH FINANCIAL REPORTING IN THE ORDINARY COURSE OF ITS BUSINESS OR BY APPLICABLE LAW OR REGULATION. IF MORE THAN ONE AGREEMENT FOR ARBITRATION BETWEEN OR AMONG THE PARTIES POTENTIALLY APPLIES TO A DISPUTE, THE ARBITRATION PROVISION MOST DIRECTLY RELATED TO THE LOAN DOCUMENTS OR THE SUBJECT MATTER OF THE DISPUTE SHALL CONTROL. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION, AMENDMENT OR EXPIRATION OF THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE PARTIES.

(d) **WAIVER OF JURY TRIAL.** THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED 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 LENDER 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 LENDER 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.




(e) **SPECIAL DAMAGES. NO CLAIM MAY BE MADE BY BORROWER AGAINST LENDER, ANY AFFILIATE OF LENDER 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

Wells Fargo Bank, National Association  
MAC C7300-210  
1740 Broadway  
Denver, Colorado 80274


WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Roger A. Pfiffner  
Its: Authorized Signatory

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.

**JILL A. LUCERO**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID: 20004032104  
MY COMMISSION EXPIRES NOVEMBER 05, 2016

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

STATE OF COLORADO            )  
  )  
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of June, 2014, by Roger A. Pfiffner, an Authorized Signatory of Wells Fargo Bank, National Association, 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  
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HYDE PARK, INC.

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

Wells Fargo Bank, National Association  
MAC C7300-210  
1740 Broadway  
Denver, Colorado 80274

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Roger A. Pfiffner  
Its: Authorized Signatory

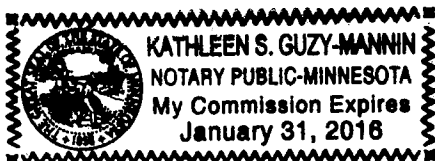
STATE OF COLORADO )  
)  
CITY AND COUNTY OF DENVER)

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

*Minnesota*  
STATE OF ~~COLORADO~~ )  
) ss.  
CITY AND COUNTY OF ~~DENVER~~ )  
*Hennepin*

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2014, by Roger A. Pfiffner, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.



*Kathleen S. Guzy-Mannin*  
\_\_\_\_\_  
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

**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

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