

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyde Park Operating, LLC		10/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2154614		
Registration Number:	2212142	HYDE PARK	
Registration Number:	3522475	HYDE PARK FINALE	
Registration Number:	3548985	PLATINUM REWARDS	
Registration Number:	5718897	TRADITIONAL JEWELERS	
Registration Number:	6180534	ENGAGE BY HYDE PARK	
Serial Number:	97502072	GRANDIR	
Serial Number:	97502068	GRANDR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 074658-21073)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-21073		

OP \$215.00 2154614

NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/26/2023
Total Attachments: 6 source=Amend 12 - Trademark Security Agreement (Govberg)#page1.tif source=Amend 12 - Trademark Security Agreement (Govberg)#page2.tif source=Amend 12 - Trademark Security Agreement (Govberg)#page3.tif source=Amend 12 - Trademark Security Agreement (Govberg)#page4.tif source=Amend 12 - Trademark Security Agreement (Govberg)#page5.tif source=Amend 12 - Trademark Security Agreement (Govberg)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this October 25, 2023, by HYDE PARK OPERATING, LLC, a Delaware limited liability company ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as may hereafter be amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among Grantor, Govberg LLC, a Delaware limited liability company ("Govberg"), WBQ IP LLC, a Delaware limited liability company ("WBQ IP"), 150 Levering Mill, LLC, a Pennsylvania limited liability company ("150 Levering"), Grail Time LLC, a Delaware limited liability company ("Grail"), Baltimore Diamond Exchange, LLC, a Delaware limited liability company ("Baltimore"), Hyde Park Operating, LLC, a Delaware limited liability company ("Hyde Park"), Hyde Park of Cherry Creek, LLC, a Colorado limited liability company ("Cherry Creek"), Hyde Park of Newport Beach, LLC, a Colorado limited liability company ("Newport Beach"), Hyde Park of Scottsdale, LLC, a Colorado limited liability company ("Scottsdale"), together with Grantor, Govberg, WBQ IP, 150 Levering, Grail, Baltimore, Cherry Creek, Newport Beach, Scottsdale, and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, and reaffirms its prior grant pursuant to the Credit Agreement of, a continuing first priority security interest in and lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Trademark Collateral shall not include any "intent-to-use" trademark applications prior to the filing of a Statement of Use or Amendment to Allege Use (as those terms are defined and commonly used under applicable trademark law) with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law. Upon the filing of any Statement of Use or Amendment to Allege Use, such trademark application shall automatically be deemed to be Trademark Collateral without the need to modify this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and are owed by Grantor, to Agent, the Lenders or any of them.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS AND WARRANTIES. Grantor hereby represents and warrants that Schedule I hereto lists all registered Trademark Collateral of Grantor as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give any notice in writing which is required by the Loan Agreement to be provided to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, and references to the singular include the plural, the terms “includes” and “including” are not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


9. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

HYDE PARK OPERATING, LLC

By: 
Name: Justin Reiss
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008239 FRAME: 0526

ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Liam P Brickley
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008239 FRAME: 0527

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Loan Party	Trademark	Application Number	Registration Number	Registration Date	Filing Office
Hyde Park Operating LLC		75173543	2,154,614	05/05/1998	USPTO
Hyde Park Operating LLC	HYDE PARK	75173542	2,212,142	12/22/1998	USPTO
Hyde Park Operating LLC	HYDE PARK FINALE	78626132	3,522,475	10/21/2008	USPTO
Hyde Park Operating LLC	PLATINUM REWARDS	77292175	3,548,985	12/23/2008	USPTO
Hyde Park Operating LLC	TRADITIONAL JEWELERS	87581013	5718897	4/9/2019	USPTO
Hyde Park Operating LLC	Engage by Hyde Park	87671851	6180534	10/20/2020	USPTO
Hyde Park Operating LLC	Grandir	97502072	N/A	N/A	USPTO
Hyde Park Operating LLC	Grandr	97502068	N/A	N/A	USPTO