

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI36089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERITAGE NUMISMATIC AUCTIONS, INC.		02/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	HERITAGE CAPITAL CORPORATION		
Street Address:	2801 W. AIRPORT FREEWAY		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75261-4127		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97371774	PLATINUM SESSION	
CORRESPONDENCE DATA			
Fax Number:	2149994667		
<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:	2149994283		
Email:	ipdocketing@foley.com		
Correspondent Name:	Kay Lyn Schwartz		
Address Line 1:	2021 McKinney Avenue, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	641840-3033		
NAME OF SUBMITTER:	MR. TUAN TRAN		
SIGNATURE:	MR. TUAN TRAN		
DATE SIGNED:	03/01/2024		
Total Attachments: 3			
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OP \$40.00.00 97371774

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”), effective February 19, 2024 (the “*Effective Date*”) is by and between HERITAGE NUMISMATIC AUCTIONS, INC., a corporation existing under the laws of the State of Delaware, USA, having a business address of 2801 W. Airport Freeway, Dallas, Texas 75261-4127 (“*Assignor*”) and HERITAGE CAPITAL CORPORATION, a corporation existing under the laws of the State of Texas, USA, having a business address of 2801 W. Airport Freeway, Dallas, Texas 75261-4127 (“*Assignee*”). Assignor and Assignee are collectively referenced herein as the “*Parties*”.

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark, and corresponding trademark application set forth on **Schedule A** attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, the “*Assigned Trademark*”); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Assigned Trademark and all goodwill associated therewith, to Assignee, and Assignee desires to acquire all of Assignor’s rights, title and interest in, to, and under the Assigned Trademark, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, for the recited consideration of USD \$5000.00, and for other good and other valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. ASSIGNMENT.

Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of Assignor’s rights, title and interest in, to, and under (i) the Assigned Trademark together with the goodwill associated therewith, and (ii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either in law or in equity for past, present or future infringement of any of the foregoing, and in and to all rights corresponding to the foregoing throughout the world. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee accepts the above-referenced assignment, transfer, conveyance and delivery of the Assigned Trademark.

2. AUTHORIZATION.

Assignor hereby expressly authorizes the respective trademark office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities) (the “*Applicable IP Offices*”) to: (A) issue any and all trademarks or equivalent which may be granted upon any of

SCHEDULE A

ASSIGNED TRADEMARK

Jurisdiction	Mark	Class	Application No.	Application Date
U.S.	PLATINUM SESSION	35	97/371774	Apr-20-2022

the Assigned Trademark in the name of Assignee, as the assignee to Assignor's interest therein; and (B) record Assignee as the assignee of the Assigned Trademark, to record this Assignment, and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. FURTHER ASSURANCES.

Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the transfers set forth in this Assignment, or otherwise to carry out the purposes of this Assignment, including, without limitation, by providing executed originals of short-form assignment agreements for filing or otherwise evidencing the assignments set forth in this Assignment with the Applicable IP Offices.

4. COUNTERPARTS.

This Assignment may be executed by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

HERITAGE NUMISMATIC AUCTIONS, INC.,
a Texas corporation

By: Michael R. Haynes
Name: Michael R. Haynes
Title: Chief Financial Officer

ASSIGNEE:

HERITAGE CAPITAL CORPORATION,
a Texas corporation

By: Paul Marshall
Name: PAUL MARSHALL
Title: COO