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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM759552

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jewelex New York, Ltd.		10/05/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	TXDC, L.P.	
Street Address:	901 W. Walnut Hill Lane	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75038	
Entity Type:	Limited Partnership: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	97023197	YOU ME US	

CORRESPONDENCE DATA

Fax Number: 3034732720

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.

Phone: 303-473-2710

Email: docket@hollandhart.com

Correspondent Name: Scott S. Havlick Address Line 1: P.O. Box 8749

Address Line 2: Attn: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Scott S. Havlick
SIGNATURE:	/Scott Havlick/
DATE SIGNED:	10/06/2022

Total Attachments: 3

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TRADEMARK
REEL: 007861 FRAME: 0317

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective as of the latest signature provided below (the "Effective Date"), by and between Jewelex New York, Ltd., a corporation organized under the laws of New York with an address at 529 Fifth Avenue, 18th Floor, New York, NY ("Assignor") and TXDC, L.P., a limited partnership organized under the laws of Texas with an address at 901 W. Walnut Hill Lane, Irving, TX 75038 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademark registrations and applications for registrations, and the service mark registrations and applications for registration, set forth on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the Trademarks and all goodwill associated with the Trademarks

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- 1. As of the Effective Date, Assignor hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and 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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
- 2. Assignor further agrees to execute such further documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.
- 3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

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- 4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5. This Assignment shall be governed by and construed in accordance with the laws of Ohio, without reference to its conflict of law principles.
- 6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

ASSIGNOR: Jewelex New York, Ltd.	ASSIGNEE: TXDC, L.P.	
By: Ohilan	By: Angela Kennedy	
Name: CHIATU JAIN	Name: Angela Kennedy	
Title: EVP	Title: VP Merchandising	
Date: 10 5 72	Date: 10/5/22	

Schedule A to Trademark Assignment Agreement

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YOU ME US	US	97023197	09/12/2021	

RECORDED: 10/06/2022

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