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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM801226

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hyde Park, Inc.		04/04/2023	Corporation: COLORADO

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: 2

Property Type	Number	Word Mark	
Registration Number:	5718897	TRADITIONAL JEWELERS	
Registration Number:	6180534	ENGAGE BY HYDE PARK	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Timothy D. Pecsenye (074658-21073 F.M.) **Correspondent Name:**

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-21073	
NAME OF SUBMITTER:	Timothy D. Pecsenye	
SIGNATURE: /Timothy D. Pecsenye/		
DATE SIGNED:	04/07/2023	

Total Attachments: 5

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") made as of April 4, 2023, by HYDE PARK, INC., a Colorado corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH

WHEREAS, Grantor, certain affiliates of Grantor (together with Grantor, the "Borrowers" and each a "Borrower"), Agent and certain financial institutions as lenders (the "Lenders") are party to that certain Revolving Credit and Security Agreement dated as of September 30, 2021 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and in connection therewith Grantor has executed that certain Trademark Security Agreement in favor of Agent dated as of September 30, 2021 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Trademark Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, Grantor has acquired additional trademarks, trademark applications, service marks, trade names and mask works set forth on <u>Schedule 1</u> attached hereto (collectively with the goodwill related thereto, the "Additional Trademarks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

- 1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in the Additional Trademarks, all whether now owned or hereafter created, arising and/or acquired, and including without limitation all goodwill of the business connected with the use of, and symbolized thereby.
- 2. <u>Acknowledgements</u>. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement,

the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

- 3. <u>Representations and Warranties</u>. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all trademarks and intellectual property which constitutes Trademark Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original Trademark Security Agreement.
- 4. <u>Incorporation of the Trademark Security Agreement</u>. The terms and provisions of the Trademark Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Security Agreement, all of the provisions of which Trademark Security Agreement are and remain in full force and effect.

[Signatures on Following Page]

074658,21073/130847803v.1 155343198 2 IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

HYDE PARK, INC.

By: ____ Name:

Title: M

[SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (HYDE PARK)]

ACCEPTED AND AGREED as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name: Ralph Mielnik Title: Assistant Vice President

[SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (HYDE PARK)]

Schedule I To Supplement To Intellectual Property Security Agreement

U.S. Trademark

	Engage By Hyde Park	TRADITIONAL JEWELERS	Mark
Filing Date: 11/3/2017	87/671851	87/581,013 8/23/2017	Application Number and Application Filing Date
	6180534	5718897	Serial No.
	10/20/2020	1/22/2019	Filing Date

TRADEMARK REEL: 008036 FRAME: 0240

RECORDED: 04/07/2023