

05-24-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

R. 101729832 TRADEMARKS UNL.

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE ARGEN CORPORATION

S. 1701

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State CALIFORNIA, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: DECEMBER 27, 2000

2. Name and address of receiving party(ies)

Name: FLEET PRECIOUS METALS INC.

Internal Address:

Street Address: 111 WESTMINSTER STREET

City: PROVIDENCE State: RI Zip: 02903

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State RHODE ISLAND, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1645783, 1643319, 2265721, 1644221, 1316499, 1702803, 1693941, 2249067, 1698748

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JOSEPH R. MILLER, ESQ.

Internal Address:

Street Address: MILLER & CAINE, L.L.P. 40 WESTMINSTER ST., STE 305

City: PROVIDENCE State: RI Zip: 02903

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 245.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOSEPH R. MILLER Name of Person Signing

Signature

5/17/01 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 05/23/2001 3T0N11 0000135478

Check Refund Total: 45.00

TRADEMARK REEL: 002301 FRAME: 0692

2. Additional name and address of receiving party(ies)

FLEET NATIONAL BANK  
111 Westminster Street  
Providence, RI 02903

(x) Association – national banking association

~

**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of the 27th day of December, 2000, by and among **THE ARGEN CORPORATION**, a California corporation with its principal place of business at 5855 Oberlin Drive, San Diego, California 92121 ("Borrower"); **FLEET PRECIOUS METALS INC.**, a Rhode Island corporation ("FPM"); and **FLEET NATIONAL BANK**, a national banking association ("FNB," and together with FPM, "Lender"), both with a principal place of business at 111 Westminster Street, Providence, Rhode Island 02903.

**W I T N E S S E T H:**

WHEREAS, Lender and Borrower are parties to a certain Trademark Security Agreement dated as of August 2, 1999 (the "Trademark Security Agreement"), pursuant to which Borrower granted to Lender an interest in and to those certain trademarks identified on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, FNB has terminated the Letter of Credit Agreement (as defined in the Trademark Security Agreement), and has entered into an ISDA Master Agreement with Borrower dated as of June 1, 2000; and

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the foregoing changes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Trademark Security Agreement as follows:

1. The second sentence of the second paragraph of the Trademark Security Agreement is amended hereby in its entirety to read as follows:

Borrower and FNB have entered into an ISDA Master Agreement dated as of June 1, 2000, as the same may be amended from time to time, pursuant to which FNB may enter into certain swap transactions with Borrower (the "Master Agreement").

2. Section 1 of the Trademark Security Agreement is amended hereby in its entirety to read as follows:

1. Security Interest. To secure the complete and timely satisfaction of all obligations to Lender pursuant to the Consignment Agreement, the Forward Contracts Agreement and the Master Agreement (collectively, the "Obligations"), Borrower hereby assigns, pledges and grants to Lender a continuing security interest in and to Borrower's right, title and interest in

and to the following property (the "Collateral"), whether now owned or hereafter existing or acquired: trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which, in the case of trademark or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof including all licenses relating to the Trademarks acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time.

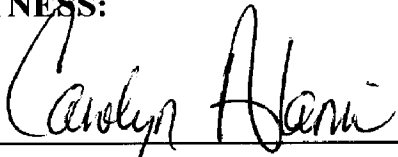
3. This Amendment shall be binding upon the parties and their respective successors and assigns.

4. Except as specifically amended hereby, the Trademark Security Agreement shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which together constitute one and the same instrument.

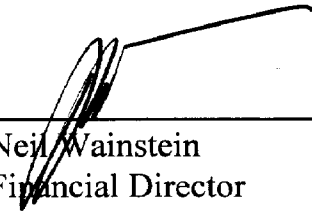
IN WITNESS WHEREOF, this First Amendment to Trademark Security Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:

  
\_\_\_\_\_

**THE ARGEN CORPORATION**

By: \_\_\_\_\_

  
Neil Wainstein  
Financial Director

FLEET PRECIOUS METALS INC.

Susan J. Terry

By: Paul H. Boghosian  
Paul H. Boghosian  
Vice President

Susan J. Terry

By: P. M. JST  
Name: PAUL M. ANGLAND  
Title: V.P.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 26<sup>th</sup> day of ~~December~~ <sup>MARCH</sup>, in the year ~~2000~~ <sup>2001</sup>, before me, \_\_\_\_\_, a Notary Public of said State, duly commissioned and sworn, personally appeared Neil Wainstein, personally known to me to be the person who executed the within instrument as Financial Director of The Argen Corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 26<sup>th</sup> day of ~~December~~ <sup>MARCH, 2001</sup>, 2000, before me personally appeared Paul H. Boghosian, Vice President of Fleet Precious Metals Inc. and Fleet National Bank, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Fleet Precious Metals Inc. and Fleet National Bank.

Yvonne M. Laferrriere  
Notary Public  
My Commission Expires: April 7, 2003

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

MARCH 2001

In Providence on the 26<sup>th</sup> day of ~~December~~, 2000, before me personally appeared PAUL M. ANGLAND, VICE PRESIDENT of Fleet Precious Metals Inc. and Fleet National Bank, known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Fleet Precious Metals Inc. and Fleet National Bank.

*Norm M. Laferrere*  
Notary Public  
My Commission Expires: April 7, 2003

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

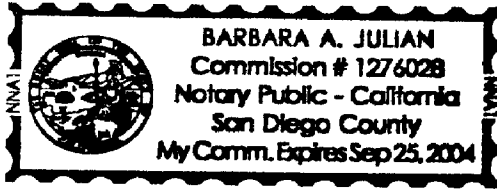
County of San Diego } ss.

On March 19, 2001, before me, Barbara A. Julian, notary public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Neil Wainstein  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara A. Julian  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trust Amendment to Trademark Security Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

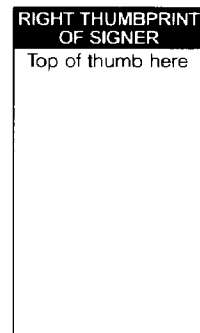


EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADE MARK	NUMBER	CLASS	COUNTRY	REGISTERED TRADE MARKS	UPDATED:	15-Sep-99
					EUROPEAN FORMAT	
				RENEWAL DATE	FILING OFFICE	NOTES
ARGILITE	312776	5	AUSTRALIA	02/11/08	BARKER GOSLING	
ARGENCO	312777	5	AUSTRALIA	02/11/08	BARKER GOSLING	
ARGIDENT	312778	5	AUSTRALIA	02/11/08	BARKER GOSLING	
ARGEN & DEVICE	312779	5	AUSTRALIA	02/11/08	BARKER GOSLING	
STYLIZED 'A'	416545	5	CANADA	10/09/08	GADSBY & HANNAH	
ARGEDENT	401324	5	CANADA	14/08/2007	GADSBY & HANNAH	
ARGELITE	401325	5	CANADA	14/08/2007	GADSBY & HANNAH	
ARGENCO	403462	5	CANADA	09/10/2007	GADSBY & HANNAH	
ARGEN & DEVICE	1555475	5	FRANCE	16/10/1999	HAHN & HAHN	
ARGEN & DEVICE	1555475	10	FRANCE	16/10/1999	HAHN & HAHN	
ARGENCO & DEVICE	1555476	5	FRANCE	17/10/1999	HAHN & HAHN	
ARGENCO & DEVICE	1555476	10	FRANCE	17/10/1999	HAHN & HAHN	
ARGICRAFT	278486	5	FRANCE	02/11/1999	HAHN & HAHN	
ARGICRAFT	278486	10	FRANCE	02/11/1999	HAHN & HAHN	
ARGIDENT	1555478	5	FRANCE	17/10/1999	HAHN & HAHN	
ARGIDENT	1555478	10	FRANCE	17/10/1999	HAHN & HAHN	
ARGILITE	1555479	10	FRANCE	01/11/1999	HAHN & HAHN	
ARGIPAL	1220785	5	FRANCE	03/12/2002	HAHN & HAHN	
STYLIZED A DEVICE	1555477	5	FRANCE	17/10/1999	HAHN & HAHN	
STYLIZED A DEVICE	1555477	10	FRANCE	17/10/1999	HAHN & HAHN	
TOPCAST	1557678	5	FRANCE	02/11/1999	HAHN & HAHN	
TOPCAST	1558678	10	FRANCE	02/11/1999	HAHN & HAHN	
NOVABOND	1557679	5	FRANCE	05/11/1999	HAHN & HAHN	
NOVABOND	1557679	10	FRANCE	05/11/1999	HAHN & HAHN	
AURIUM	96632900	5	FRANCE	04/07/2006	GADSBY & HANNAH	
ARGICRAFT	1028459	5	GERMANY	16/10/2000	HAHN & HAHN	
ARGICRAFT	1028459	10	GERMANY	16/10/2000	HAHN & HAHN	
ARGIPAL	1062512	5	GERMANY	01/12/2002	HAHN & HAHN	
AUGENCO	979758	5	GERMANY	31/01/2008	HAHN & HAHN	
AUGENCO	1021730	10	GERMANY	11/06/2000	HAHN & HAHN	
AUGIBOND	1025778	5	GERMANY	19/03/2000	HAHN & HAHN	
AUGICAST	1043223	5	GERMANY	19/03/2000	HAHN & HAHN	
AUGILITE	1034292	5	GERMANY	11/06/2000	HAHN & HAHN	
AUGILITE	1034292	10	GERMANY	11/06/2000	HAHN & HAHN	
STYLIZED 'A'	979760	5	GERMANY	31/01/2008	HAHN & HAHN	
AURIUM	39627886	5	GERMANY	30/06/2006	GADSBY & HANNAH	
GOLDTECH BIO 2000	PENDING	5	GERMANY		GADSBY & HANNAH	
ARGEN	738820	5	ITALY	08/05/2005	HAHN & HAHN	
ARGENCO	738821	5	ITALY	08/05/2005	HAHN & HAHN	
ARGIDENT	738825	5	ITALY	08/05/2005	HAHN & HAHN	
ARGILITE	738824	5	ITALY	08/05/2005	HAHN & HAHN	
ARGISTAR	738822	5	ITALY	08/05/2005	HAHN & HAHN	
STYLIZED 'A'	451.542	5	ITALY	08/05/2005	HAHN & HAHN	
AURIUM	752362	5	ITALY	05/07/2006	GADSBY & HANNAH	
ARGICRAFT	309876	5	SWITZERLAND	13/10/2000	HAHN & HAHN	
ARGICRAFT	309876	10	SWITZERLAND	13/10/2000	HAHN & HAHN	
AUGIBOND	305390	5	SWITZERLAND	20/03/2000	HAHN & HAHN	
AUGIBOND	305390	10	SWITZERLAND	20/03/2000	HAHN & HAHN	
AUGICAST	305391	5	SWITZERLAND	20/03/2000	HAHN & HAHN	
AUGICAST	305391	10	SWITZERLAND	20/03/2000	HAHN & HAHN	
AUGENCO +A	292805	5	SWITZERLAND	03/02/08	SPOOR & FISHER	
AUGIDENT +A	292806	5	SWITZERLAND	03/02/08	SPOOR & FISHER	
AUGILITE +A	292807	5	SWITZERLAND	03/02/2008	SPOOR & FISHER	
STYLIZED 'A'	451651	5	SWITZERLAND	12/11/07	GADSBY & HANNAH	
AURIUM	09153/1997		SWITZERLAND		GADSBY & HANNAH	
AURIUM	450 299		SWITZERLAND	17/11/2007	TROESCH SCHEIDEGGER	
A & DESIGI (reproducibility mark)	316743	5	SWITZERLAND	20/01/2002	TROESCH SCHEIDEGGER	
ARGEN	402560	5	SWITZERLAND	26/11/2012	TROESCH SCHEIDEGGER	

**TRADEMARK**

**REEL: 002301 FRAME: 0699**



ARGICRAFT	B1141936	5	UNITED KINGDOM	15/10/2001	HAHN & HAHN	
ARGICRAFT	B1141937	10	UNITED KINGDOM	15/10/2001	HAHN & HAHN	
ARGISTAR 45	1175767	5	UNITED KINGDOM	27/05/2003	HAHN & HAHN	
AUGENCO	1091053	5	UNITED KINGDOM	14/02/1999	HAHN & HAHN	REPLACED B
AUGIBOND	1091050	5	UNITED KINGDOM	14/02/1999	HAHN & HAHN	NOT RENEWE
AUGICAST	1234470	5	UNITED KINGDOM	28/01/2006	HAHN & HAHN	
AUGIDENT	1091052	5	UNITED KINGDOM	14/02/1999	HAHN & HAHN	REPLACED B
'IBOND	1249193	5	UNITED KINGDOM	28/08/2006	HAHN & HAHN	
TYLIZED 'A'	B1091055	5	UNITED KINGDOM	14/02/1999	HAHN & HAHN	RENEWED
ARGIPAL	1186271	5	UNITED KINGDOM	30/11/2003	HAHN & HAHN	
MAXIBOND	PENDING	5	UNITED KINGDOM		GADSBY & HANNAH	
ARGEN	2151183	5	UNITED KINGDOM	18/11/2007	GADSBY & HANNAH	
AURIUM	1458789		UNITED KINGDOM	15/03/2008	SHERMAN & LAPIDUS	
SUREFIRE	1458655		UNITED KINGDOM	15/03/2008	SHERMAN & LAPIDUS	
AUROLITE	1458739		UNITED KINGDOM	15/03/2008	SHERMAN & LAPIDUS	
SILFREE	1458656		UNITED KINGDOM	15/03/2008	SHERMAN & LAPIDUS	
ARGENCO	2183242	5	UNITED KINGDOM		HAHN & HAHN	
ARGEDENT	2183240	5	UNITED KINGDOM		HAHN & HAHN	
ARGELITE	2183230	5	UNITED KINGDOM		HAHN & HAHN	
STYLIZED 'A'	1645783	5	UNITED STATES	28/05/2001	GADSBY & HANNAH	
ARGEDENT	1644221	5	UNITED STATES	14/05/2001	GADSBY & HANNAH	
ARGELITE	1693941	5	UNITED STATES	16/06/2002	GADSBY & HANNAH	
ARGENCO	1643319	5	UNITED STATES	07/05/2001	GADSBY & HANNAH	
ARGOLITE	1316499	5	UNITED STATES	29/01/2005	GADSBY & HANNAH	
ARGEN	2249067	5	UNITED STATES	01/06/2009	GADSBY & HANNAH	
GOLDTECH BIO 2000	2265721	5	UNITED STATES	27/07/2004	GADSBY & HANNAH	
MONOGRAM	1702803		UNITED STATES	28/07/2002	SHERMAN & LAPIDUS	
SELECT	1698748		UNITED STATES	07/07/2002	SHERMAN & LAPIDUS	

MILLER & CAINE, L.L.P.  
ATTORNEYS AT LAW

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JOSEPH R. MILLER, P. C.  
PATRICK T. CAINE, P. C.

40 WESTMINSTER STREET, SUITE 305  
PROVIDENCE, RHODE ISLAND 02903-2525  
TELEPHONE 401-454-5000  
FACSIMILE 401-454-1976  
E-MAIL MCLAW@MILLERCAINE.COM

May 17, 2001

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: Fleet Precious Metals Inc./The Argen Corporation

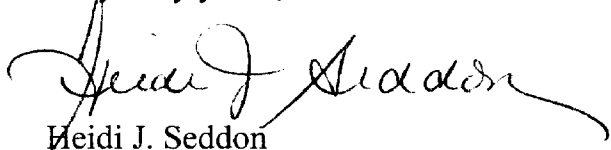
Dear Sir or Madam:

Enclosed for recording please find a First Amendment to Trademark Security Agreement along with a Recordation Form Cover Sheet and a check in the amount of \$245.00 for the fee.

Please return to me the recorded First Amendment to Trademark Security Agreement at the above address.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

  
Heidi J. Seddon  
Legal Assistant

Enclosures

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RECORDED: 05/17/2001

TRADEMARK  
REEL: 002301 FRAME: 0701