

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANACS, L.P.		12/21/2007	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Driving Force, LLC
Street Address:	9345 E. Chenango Ave.
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3263622	AMERICA'S OLDEST GRADING SERVICE
Registration Number:	1311617	ANACS
Registration Number:	2202815	ANACS
Registration Number:	3263621	ANACS, AMERICA'S OLDEST GRADING SERVICE
Registration Number:	3276738	CLEAR VIEW
Registration Number:	1946184	THE COLLECTOR'S CHOICE
Serial Number:	78950591	THE LAST STAMPEDE
Serial Number:	78656788	10-10-10
Serial Number:	74137161	A ANACS THE POINT OF EXCELLENCE
Serial Number:	73389124	ANACS
Serial Number:	78591702	CRYSTAL CLEAR

CORRESPONDENCE DATA

Fax Number: (314)345-6060

900097250

**TRADEMARK
 REEL: 003702 FRAME: 0785**

OP \$290.00 3263622

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-345-6000
Email: smurphy@blackwellsanders.com
Correspondent Name: Blackwell Sanders LLP
Address Line 1: 720 Olive St.
Address Line 2: Suite 2400
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	56839.2
NAME OF SUBMITTER:	Ralph W. Kalish, Jr.
Signature:	/Ralph W. Kalish, Jr./
Date:	01/24/2008

Total Attachments: 9

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 21, 2007 (as amended from time to time, the "Agreement"), by and between DRIVING FORCE, LLC, a Colorado limited liability company (the "Grantor") whose notice address is 9345 E. Cherrango Ave, Greenwood Village, CO 80111, and ANACS, L.P., a Texas limited partnership (the "Secured Party") whose notice address is 3101 Clairmont Road Suite C, Atlanta, GA 30329 ATTN: Mary Counts.

RECITALS

A. Simultaneously herewith, Secured Party is making a purchase money loan to Grantor in the amount of _____ in connection with Grantor's purchase from Secured Party of certain assets of Secured Party including all of the Collateral herein described.

B. It is a further condition to Secured Party's extension of the credit to Grantor that a security interest in the Collateral described herein be granted for the benefit of the Secured Party.

AGREEMENT

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

ARTICLE I

DEFINITIONS AND RELATED MATTERS

1.01 Definitions. The following terms with initial capital letters have the following meanings:

"**Applicable Law**" means all applicable provisions of all (i) Governmental Requirements and (ii) Governmental Approvals.

"**Asset Purchase Agreement**" means that certain Asset Purchase Agreement dated simultaneously herewith by and among Grantor, as Buyer, and Secured Party, as Seller, and others.

"**Bankruptcy Code**" means Title 11 of the United States Code (11 U.S.C. Section 101 *et seq.*), as amended from time to time, or any successor statute.

"**Collateral**" is defined in Section 2.01.

"**Event of Default**" is defined in Section 4.01.

"**Grantor**" is defined in the Preamble.

"**Proceeds**" is defined in Section 2.01.

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"Secured Obligations" is defined in Section 2.02.

"Secured Party" is defined in the Preamble.

"Security Interest" is defined in Section 2.01.

"UCC" means the Uniform Commercial Code (as amended from time to time) of the State of Colorado.

1.02 Related Matters.

(a) **Terms Used in the UCC.** Unless the context clearly otherwise requires, all lower-case terms used and not otherwise defined herein that are used or defined in Article 9 (or any equivalent subpart) of the UCC are used herein as therein defined from time to time, including any amendments to such Article that may become adopted or become effective after the date hereof.

(b) **Governing Law.** Except to the extent otherwise required by Applicable Law, the UCC shall govern the attachment, perfection, priority and enforcement of the Security Interest and all other matters to which the UCC applies pursuant to the terms thereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama (other than choice of law rules that would require the application of the laws of any other jurisdiction).

ARTICLE II

THE SECURITY INTEREST; SECURED OBLIGATIONS

2.01 Security Interest. To secure the prompt payment and performance of the Secured Obligations as and when due, Grantor hereby conveys, pledges, assigns and transfers to the Secured Party, and grants to the Secured Party a security interest (the "Security Interest") in all right, title and interest of Grantor in and to all of Grantor's accounts, notes receivable, inventory, machinery and equipment, fixtures, documents, investment properties, trademarks, patents and copyrights and general intangibles, including but not limited to all of the Acquired Assets, as such term is defined in the Asset Purchase Agreement, deposit accounts, all books and records related to any of the foregoing (such property and interests in property being, collectively, the "Collateral") and any and all accessions, appurtenances, components, repairs, repair parts, spare parts, renewals, improvements, replacements, substitutions and additions to, or with respect to any of the foregoing and all proceeds thereof. (collectively, the "Proceeds").

2.02 Secured Obligations. The Security Interest shall secure, for the benefit of the Secured Party, the due and punctual payment and performance of that certain Promissory Note executed by Grantor in favor of Secured Party in the original principal amount of _____ and all obligations of Grantor arising thereunder whether due or not due, direct or indirect, joint and/or several, absolute or contingent, voluntary or involuntary, liquidated or unliquidated, determined or undetermined, now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising after the commencement of a proceeding under the Bankruptcy Code (including post-petition interest) and

whether or not allowed or allowable as a claim in any such proceeding, and whether or not recovery of any such obligation or liability may be barred by a statute of limitations or such obligation or liability may otherwise be unenforceable (all obligations and liabilities described in this Section 2.02 are collectively referred to as the "Secured Obligations").

ARTICLE III

COVENANTS AND AGREEMENTS

3.01 **Further Assurances.** Grantor shall, at its own cost and expense, perform promptly upon request of the Secured Party, such acts as may be necessary or advisable, or that the Secured Party may reasonably request at any time, to assure the attachment, perfection and first priority of the Security Interest, to exercise the rights and remedies of the Secured Party hereunder or to carry out the intent of this Agreement.

3.02 **Changes of Locations of Collateral, Offices, Name or Structure.**

Grantor shall not remove any Collateral, books or records to, or keep any Collateral, books or records or do business at, any location other than Grantor's notice address set forth in the Preamble above, adopt a trade name or change its name, chief executive office, principal place of business, identity or structure (including its jurisdiction of organization), unless no less than 30 days prior to such removal, adoption or change, as the case may be, the Grantor (a) gives written notice to the Secured Party of such removal, adoption or change and the new location of such Collateral, books or records, chief executive office, principal place of business, trade name, name, identity or structure, as the case may be, and (b) takes all steps required by Section 3.01 in connection therewith.

ARTICLE IV

EVENTS OF DEFAULT; RIGHTS AND REMEDIES ON DEFAULT

4.01 **Event of Default.** The occurrence of one or more "Events of Default" (as defined in the Promissory Note) shall constitute an "Event of Default."

4.02 **Remedies.** If (a) upon or after the occurrence and during the continuance thereof of any Event of Default, the Secured Party elects or is directed by the Required Lenders to exercise remedies under this Agreement (the occurrence of any such event shall be referred to as an "Acceleration"), then, whether or not all the Secured Obligations shall have become immediately due and payable:

(a) In addition to all its other rights, powers and remedies under this Agreement and Applicable Law, Secured Party shall have, and may exercise, any and all of the rights, powers and remedies of a secured party under the UCC, all of which rights, powers and remedies shall be cumulative and not exclusive, to the extent permitted by Applicable Law.

(b) The Secured Party shall have the right, all at the Secured Party's sole option and as the Secured Party in its discretion (or at the direction of the Required Lenders) may deem necessary or advisable, to do any or all of the following:

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(i) foreclose the Security Interest by any available judicial procedure or without judicial process;

(ii) enter upon the premises of Grantor or any other place or places where Collateral is located through self-help and without judicial process, without giving the Grantors notice and opportunity for a hearing on the validity of the Secured Party's claim and without any obligation to pay rent;

(iii) inspect and appraise the Collateral and to prepare, repair, assemble or process the Collateral for sale, lease, license or other disposition;

(iv) apply any Collateral or any other assets of any Grantor in the possession of the Secured Party to the Secured Obligations;

(v) settle, compromise or release, on terms acceptable to the Secured Party, in whole or in part, any amounts owing on the Collateral or any insurance thereof or relating thereto or any disputes with respect thereto or such insurance;

(vi) exercise any and all other rights, powers, privileges and remedies of an owner of the Collateral.

(c) Grantor shall, at the Secured Party's request, assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party. Until the Secured Party is able to effect a sale, lease, license or other disposition of Collateral or any part thereof, the Secured Party shall have the right to use, process or operate the Collateral or any part thereof to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Secured Party. The Secured Party shall have the right, without notice or demand, either in person or by Secured Party, and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Taking possession of the Collateral shall not cure, waive or affect an Event of Default or notice thereof or invalidate any act done pursuant to such notice.

(d) The Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Secured Party's remedies with respect to such appointment without prior notice or hearing. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by the court. Without limitation, the Secured Party may specifically disclaim any warranties of title and the like. The Secured Party shall not be obligated to clean up or otherwise prepare the Collateral for sale and shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. If sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. The Secured Party shall have the right to conduct such sales on any Grantor's premises or elsewhere and shall have the right to use any Grantor's premises without charge for such sales for such duration as the Secured Party deem necessary or

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advisable. The Collateral need not be present at any such sales. The Secured Party may purchase all or any part of the Collateral at public or, if permitted by Applicable Law, private sale, and in lieu of actual payment of the purchase price, the Secured Party may apply against such purchase price any amount of the Secured Obligations. The Grantors agree that any sale of Collateral conducted by the Secured Party in accordance with the foregoing provisions shall be deemed to be a commercially reasonable sale under Section 9-610 of the UCC.

(e) The Secured Party may comply with any Applicable Law (other than the UCC) in connection with any exercise of remedies hereunder and such compliance shall not be considered to adversely affect the commercial reasonableness of such exercise of remedies.

4.03 Application of Proceeds. Any cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral following the occurrence of an Acceleration or otherwise (including insurance proceeds) may be held by the Secured Party as Collateral and/or then or at any time thereafter applied as provided therefor pursuant to Applicable Law.

4.04 Notice. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will send or otherwise make available to the Grantor reasonable notice of the time and place of any public sale or of the time on or after which any private sale of any Collateral is to be made. The Grantor agree that any notice required to be given by the Secured Party of a sale or other disposition of Collateral, or any other intended action by the Secured Party, that is received in accordance with the provisions set forth in Section 6.04 ten days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Grantors. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Grantor hereby waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this Section.

ARTICLE V

GENERAL

5.01 Notices, Etc. All notices and other communications under this Agreement shall be in writing and shall be personally delivered or sent by prepaid courier, by overnight, registered or certified mail (postage prepaid) or by prepaid telex, telecopy or telegram, to the address of the party set forth in the Preamble above and shall be deemed given when received by the intended recipient thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

GRANTOR:
DRIVING FORCE, LLC

SECURED PARTY:
ANACS, L.P.
By: ANACS of Texas, Inc., General Partner

By: James Taylor
James Taylor, Its Manager

By: Mary Counts
Mary Counts, President

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FEDERAL TRADEMARKS

Owner of Record	Country of Origin	TM/SN/RN/Disclaimer	Status/Status Date	Full Goods/Services	Reg. No
ACTIVE					
Anacs, Llc	United States	AMERICA'S OLDEST GRADING SERVICE	Registered Supplemental Register	(Int'l Class: 42) Numismatic examination, authentication and grading services	RN:3,263,622
Anacs, Llc	United States	ANACS	Renewed 8 & 15	(Int'l Class: 42) Numismatic examination, authentication and grading services	RN:1,311,617
Anacs, Llc	United States	ANACS AND DESIGN	Registered 8 & 15	(Int'l Class: 42) Numismatic examination, authentication and grading services	RN:2,202,815
Anacs, Llc	United States	ANACS, AMERICA'S OLDEST GRADING SERVICE	Registered Supplemental Register	(Int'l Class: 42) Numismatic examination, authentication and grading services	RN:3,263,621
Anacs, Llc	United States	CLEAR VIEW	Registered	(Int'l Class: 16) Coin holders and coin mats	RN:3,276,738
Anacs, Llc	United States	THE COLLECTOR'S CHOICE	Renewed 8 & 15	(Int'l Class: 36) Numismatic appraisal services	RN:1,946,184
Anacs, Lp, Anacs of Texas, Inc, a Texas Corporation	United States	THE LAST STAMPEDE	Allowed - Intent to Use Notice of Allowance Issued	(Int'l Class: 42) Numismatic examination, authentication and grading services	SN:78-950591

FEDERAL TRADEMARKS - INACTIVE								
Anacs, Llc	United States	40461	Abandoned - Failure to Respond	(Int'l Class: 36) Numismatic examination, authentication and grading services	SN:78-656788			
Amos Certification Service, Inc., Dba Anacs	United States	A ANACS THE POINT OF EXCELLENCE AND DESIGN	Cancelled - Sec. 8	(Int'l Class: 42) Numismatic examination, authentication and grading services	SN:74-137161			
Anacs Packaging Corporation	United States	ANACS	Abandoned - After TTAB Proceeding	(Int'l Class: 16) Coin and coin certificate holders.	SN:73-389124			
Anacs, Llc	United States	CRYSTAL CLEAR	Abandoned - No Statement of Use	(Int'l Class: 16) Coin slabs and coin holders	SN:78-591702			

Abandoned Trademark Applications

The Last Stampede

Crystal Clear

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PATENTS

FN CASE NO.	Owner of Record	TITLE	INVENTOR(S)	APPLN. NO.	FILED	R&G Reviewer	R&G Agent	STATUS
COIN/001 PROV	ANACS	Collectible Holders	John McDowell Roger Nix Jeffrey D. Mullen	60/696,056	07/01/05	Mullen	Mullen	PENDING
COIN/001 PROV 2	ANACS	Collectible Holders	John McDowell Roger Nix Jeffrey D. Mullen	60/756,276	01/04/06	Mullen	Mullen	PENDING
COIN/001	ANACS	Collectible Holders Having Radio Frequency Identification Tags and System and Methods for Using the Same	John McDowell Roger Nix Jeffrey D. Mullen	11/479,309	06/30/06	Mullen	Allison	PENDING
COIN/002 PROV	ANACS	Collectible Holders Having Radio Frequency Identification Tags and System and Methods for Using the Same	Roger Nix Jeffrey D. Mullen	60/696,059	07/01/05	Mullen	Mullen	PENDING
COIN/002	ANACS	Collectible Holders Having Radio Frequency Identification Tags and System and Methods for Using the Same	John McDowell Roger Nix Jeffrey D. Mullen	11/479,729	06/30/06	Mullen	Allison	PENDING
COIN/003A	ANACS	Coin Holder Design Patent A	John McDowell Roger Nix	29/262,410	06/30/06	Mullen	Allison	PENDING
COIN/003B	ANACS	Coin Holder Design Patent B	John McDowell Roger Nix	29/262,430	06/30/06	Mullen	Allison	PENDING
COIN/003C	ANACS	Coin Holder Design Patent C	John McDowell Roger Nix	29/262,409	06/30/06	Mullen	Allison	PENDING