

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|----------------------------|
| ANACS, L.P. | | 12/31/2007 | LIMITED PARTNERSHIP: TEXAS |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------|
| Name: | Anderson Press Incorporated |
| Street Address: | 3101 Clairmont Road |
| Internal Address: | Suite C |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30329 |
| Entity Type: | CORPORATION: ALABAMA |

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

OP \$290.00 3263622

Fax Number: (314)345-6060
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 Street
Address Line 2: Suite 2400
Address Line 4: St. Louis, MISSOURI 63101

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 56839.1 |
| NAME OF SUBMITTER: | Ralph W. Kalish, Jr. |
| Signature: | /Ralph W. Kalish, Jr./ |
| Date: | 01/25/2008 |

Total Attachments: 10

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ASSIGNMENT

ANACS, L.P., a Texas limited partnership ("Assignor"), hereby assigns, conveys, grants, bargains, sells and sets over to ANDERSON PRESS INCORPORATED, an Alabama corporation ("Assignee"), all of Assignor's right, title and interest in and to that certain Promissory Note dated December 21, 2007, by Driving Force, LLC, a Colorado limited liability company, in favor of Assignor, in the original principal amount of _____ a copy of which is attached hereto, and that certain Security Agreement dated December 21, 2007, providing security for the indebtedness and obligations set forth in the Promissory Note.

Done this 31st day of December, 2007.

ANACS, L.P.

By: ANACS of Texas, Inc.,
General Partner

By: Mary Counts
Mary Counts
President

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 \$1,000,000.00 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, of 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, Lic | 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, Lic | United States | ANACS | Renewed 8 & 15 | (Int'l Class: 42) Numismatic examination, authentication and grading services | RN:1,311,617 |
| Anacs, Lic | United States | ANACS AND DESIGN | Registered 8 & 15 | (Int'l Class: 42) Numismatic examination, authentication and grading services | RN:2,202,815 |
| Anacs, Lic | 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, Lic | United States | CLEAR VIEW | Registered | (Int'l Class: 16) Coin holders and coin mats | RN:3,276,738 |
| Anacs, Lic | 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 |