

**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
THE ARGEN CORPORATION		01/29/2010	CORPORATION: CALIFORNIA
PENTRON ALLOYS, LLC		01/29/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	THE BANK OF NOVA SCOTIA
Street Address:	ONE LIBERTY PLAZA, 25TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	CANADIAN-CHARTERED BANK: CANADA

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	0286436	NO. 7
Registration Number:	1645783	A
Registration Number:	0178152	ALBORO
Registration Number:	3311589	ALLROUND
Registration Number:	1644221	ARGEDENT
Registration Number:	1693941	ARGELITE
Registration Number:	3264027	ARGELOY
Registration Number:	2249067	ARGEN
Registration Number:	1643319	ARGENCO
Registration Number:	3148039	ARGESOL
Registration Number:	2983857	ARGETEX
Registration Number:	2510071	ARGISTAR
Registration Number:	1030549	ARTISAN

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Registration Number:	3296223	AURILOY
Registration Number:	3322999	AURIUM
Registration Number:	1284050	AUROLITE
Registration Number:	0992607	CAMEO
Registration Number:	3264028	COMMEND
Registration Number:	3264029	DISCOVERY
Registration Number:	0350606	FIRMILAY
Registration Number:	2265721	GOLDTECH BIO 2000
Registration Number:	1313074	JD
Registration Number:	0926487	JEL
Registration Number:	1361340	JELENKO
Registration Number:	2492395	JELFINE 52
Registration Number:	1030548	JELSTAR
Registration Number:	1034620	LABORATORY 33
Registration Number:	1034621	LABORATORY 44
Registration Number:	1572863	LEGACY
Registration Number:	1357593	MAESTRO
Registration Number:	1062602	MIDAS
Registration Number:	0344416	MODULAY
Registration Number:	1702803	MONOGRAM
Registration Number:	3522230	NOBLECROWN
Registration Number:	1085280	OLYMPIA
Registration Number:	1388762	PTM-45
Registration Number:	1110364	RAJAH
Registration Number:	1698748	SELECT
Registration Number:	1301172	SILFREE
Registration Number:	0302696	STURDICAST
Registration Number:	2981888	SUPRACHROME
Registration Number:	2506819	SUREBOND
Registration Number:	1284049	SUREFIRE
Registration Number:	3264032	TRILLIUM
Registration Number:	3342571	WILBOND
Registration Number:	3305287	WILKINSON DENTAL ALLOYS
Registration Number:	3264046	WORLD

CORRESPONDENCE DATA

Fax Number: (401)454-1976  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 401-454-5000  
Email: HJSEDDON@MILLERCAINE.COM  
Correspondent Name: JOSEPH R. MILLER, ESQ.  
Address Line 1: 349 HOPE STREET  
Address Line 4: PROVIDENCE, RHODE ISLAND 02906-2322

NAME OF SUBMITTER:	JOSEPH R. MILLER
Signature:	/Joseph R. Miller/
Date:	04/20/2010

Total Attachments: 9  
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**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of the 29th day of January, 2010, by and among **THE ARGEN CORPORATION**, a California corporation ("**Argen**"), **PENTRON ALLOYS, LLC**, a California limited liability company ("**Pentron**") and together with Argen, the "**Debtors**") and **THE BANK OF NOVA SCOTIA**, a Canadian-chartered bank (the "**Secured Party**").

**RECITALS**

WHEREAS, The Debtors and the Secured Party, as successor by assignment to Bank of America, N.A. ("**BANA**") (successor by merger and by assignment to Fleet Precious Metals Inc. and Fleet National Bank), were parties to a certain Consignment Agreement dated as of August 21, 2006, as the same had been amended from time to time (as amended, the "**Original Consignment Agreement**") and the obligations of the Debtors pursuant to the Original Consignment Agreement are secured by *inter alia* a security interest in and collateral assignment and pledge of all trademarks, service marks, and trade names of the Debtors pursuant to that certain Trademark Security Agreement dated as of August 21, 2006 and recorded in the records of the U.S. Patent and Trademark Office on Reel 3391 at Frame 0270 (the "**Original Trademark Security Agreement**") by and between the Debtors and the Secured Party as successor by assignment to BANA.

WHEREAS, the trademarks, service marks and trade names listed on the Original Trademark Security Agreement are set forth on Schedule A attached hereto.

WHEREAS, the Debtors and the Secured Party have entered into a certain Amended and Restated Consignment Agreement dated as of the date hereof (as the same may be amended, extended, supplemented, restated or otherwise modified from time to time, the "**Consignment Agreement**"), which has replaced and superseded the Original Consignment Agreement and, pursuant to which: (A) the Secured Party may deliver to Debtors, on consignment and/or for safekeeping, certain quantities of gold, silver, platinum and palladium from time to time and may enter into hedging contracts with Debtors from time to time; (B) the parties have acknowledged the Secured Party as successor to BANA and, as such, the sole consignor to the Debtors under the Consignment Agreement; (C) the parties have agreed to eliminate all references to the rights and obligations of the Secured Party as agent for other consignors; and (D) to update the list of trademarks, service marks and trade names set forth on Schedule A to the Original Trademark Security Agreement.

WHEREAS, in connection with the Consignment Agreement, the Debtors have executed and delivered to the Secured Party, a certain Amended and Restated Security Agreement dated as of even date herewith (as the same may be amended, renewed, restated or extended from time to time, the "**General Security Agreement**") and the Debtors have agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

WHEREAS, without intending to limit the generality of the foregoing recitals, the Debtors and the Secured Party have agreed to amend and restate the Original Trademark Security Agreement: (A) to acknowledge the execution of the Consignment Agreement; (B) to acknowledge the Secured Party as successor to BANA and as the sole consignor under the Consignment Agreement; and (C) to eliminate all references to the Secured Party acting in the capacity of agent for other consignors.

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

1. **Security Interest.** Each Debtor hereby grants to the Secured Party, a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by each Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtors listed on Amended Schedule A attached hereto and made a part hereof (as such listing shall replace the listing set forth on Schedule A of the Original Trademark Security Agreement) (collectively, the "**Trademarks**"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "**Collateral**"), as security for the Secured Obligations (as defined in the General Security Agreement). The Debtors hereby request that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtors represent and warrant to the Secured Party that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtors.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and no Debtor is aware of any basis for any such claim to be asserted.

2.4. The Debtors are the sole and exclusive owners of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. Each Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. Each Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** The Debtors covenant and agree with the Secured Party that the Debtors and each of them:

(a) will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein;

(b) shall not abandon any Collateral except such Collateral that could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(c) shall maintain all rights held by the Debtors relating to the Collateral except such Collateral as to which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(d) until all of the Secured Obligations shall have been paid in full and termination of the commitments therefor, shall not enter into any agreement (including a license agreement) that conflicts with the Debtors' obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent;

(e) will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtors business) without the prior written consent of the Secured Party;

(f) if any Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 hereof shall automatically apply thereto and at least annually such Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks;

(g) will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry; and

(h) shall execute, or use reasonable efforts at their reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** Each Debtor hereby appoints the Secured Party the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the General Security Agreement), to execute and deliver, in the name of and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtors agree that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtors and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Consignment Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtors and the Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3(f) hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding, upon the respective successors and permitted assigns of the parties.

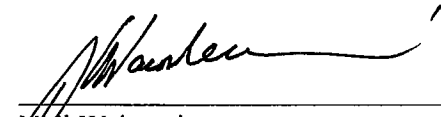
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement 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 shall together constitute one and the same instrument.

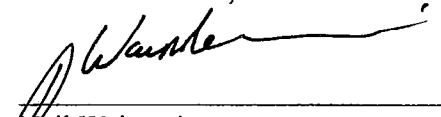
8. **Prior Agreement.** This Agreement amends and restates in its entirety the Original Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

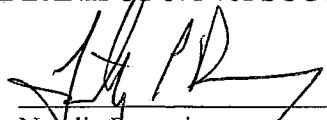
**THE ARGEN CORPORATION**

By:   
\_\_\_\_\_  
Neil Wainstein  
Chief Financial Officer

**PENTRON ALLOYS, LLC**

By:   
\_\_\_\_\_  
Neil Wainstein  
Manager

**THE BANK OF NOVA SCOTIA**

By:   
\_\_\_\_\_  
~~Nanette K. Koston~~ Timothy P. Dinneny  
~~Director~~ Managing Director

By:   
\_\_\_\_\_  
Sangeeta Shah  
Associate Director



STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 5<sup>th</sup> day of February, in the year 2010, before me, P. McCutcheon, 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 Chief Financial Officer 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.

P. McCutcheon COMM# 1834932  
Notary Public  
My Commission Expires February 3, 2013

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 5<sup>th</sup> day of February, in the year 2010, before me, P. McCutcheon, 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 Manager of Pentron Alloys, LLC 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.

P. McCutcheon COMM# 1834932  
Notary Public  
My Commission Expires February 3, 2013

STATE OF NEW YORK  
COUNTY OF NEW YORK

In New York on the 18<sup>th</sup> day of February, 2010, before me personally appeared Timothy P. Dinneny, Managing Director of The Bank of Nova Scotia, known by me to be the party executing the foregoing instrument and ~~he~~ acknowledged said instrument by ~~him~~ his free act and deed and the free act and

**JOAN D'ADDARIO**  
Notary Public, State of New York  
No. 4758211, Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires Dec. 31, 2010

Joan D'Addario 4758211  
Notary Public  
My commission expires: 12/31/2010

STATE OF NEW YORK  
COUNTY OF NEW YORK

In New York on the 18<sup>th</sup> day of February, 2010, before me personally appeared Sangeeta Shah, Associate Director of The Bank of Nova Scotia, known by me to be the party executing the foregoing instrument and ~~he~~ acknowledged said instrument by ~~him~~ her free act and deed and the free act and deed of The Bank of Nova Scotia.

**JOAN D'ADDARIO**  
Notary Public, State of New York  
No. 4758211, Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires Dec. 31, 2010

Joan D'Addario 4758211  
Notary Public  
My commission expires: 12/31/2010

**SCHEDULE A**  
**TRADEMARKS**  
**ON ORIGINAL TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration No.</b>	<b>Pricing Date</b>	<b>Owner Of Record</b>
ARGESOL	78/659305		27/6/05	The Argen Corporation
SUPRACHROME	78/267223	2981888	26/6/03	The Argon Corporation
ARGETEX	78/213156	2983857	10/2/03	The Argen Corporation
SUREBOND	76/196214	2506819	19/1/01	The Argen Corporation
GOLDTECH BIO 2000	75/422712	2265721	26/1/98	The Argen Corporation
ARGEN	75/394941	2249067	24/11/97	The Argen Corporation
MONOGRAM	74/211314	1702803	11/10/91	The Argen Corporation
SELECT	74/211243	1698748	11/10/91	The Argen Corporation
ARGEDENT	74/043391	1644221	28/3/90	The Argen Corporation
ARGENCO	74/043390	1643319	28/5/90	The Argon Corporation
ARGELITE	74/043389	1693941	28/3/90	The Argen Corporation
A	74/043387	1645783	28/3/90	The Argen Corporation
SILFREE	73/448988	1301172	21810/83	The Argen Corporation
AURIUM	73/441560	1325383	29/8/83	The Argen Corporation
AUROLITE	73/431806	1284050	24/6/83	The Argen Corporation
SUREFIRE	73/431805	1284049	24/6/83	The Argen Corporation
ARGISTAR	76196215	2510071	11/20/20	The Argen Corporation

**AMENDED SCHEDULE A**

**U.S. Trademark Portfolio of The Argen Corporation**  
(as of January 2010)

OWNER OF RECORD OF EACH: THE ARGEN CORPORATION

Trademark	Registration No	Serial No.	Filed	First Registered
#7	0286436	71/311,528	2/27/1931	8/25/1931
A (device)	1645783	74/043387	3/28/1990	5/28/1991
ALBORO (stylized)	0178152	71/185,593	9/10/1923	1/28/1924
ALLROUND	3311589	77/131,002	3/14/2007	10/16/2007
ARGEDENT	1644221	74/043391	3/28/1990	5/14/1991
ARGELITE	1693941	74/043389	3/28/1990	6/16/1992
ARGELOY	3264027	77/001,410	9/18/2006	7/17/2007
ARGEN	2249067	75/394941	11/24/1997	6/1/1999
ARGENCO	1643319	74/043390	3/28/1990	5/7/1991
ARGESOL	3148039	78/659,305	6/27/2005	9/26/2006
ARGETEX	2983857	78/213,156	2/10/2003	8/9/2005
ARGISTAR	2510071	76/196,215	1/19/2001	11/20/2001
ARTISAN	1030549	73/055,754	6/20/1975	1/20/1976
AURILOY	3296223	77/001,431	9/18/2006	9/25/2007
AURIUM	3322999	77/092,283	1/26/2007	10/30/2007
AUROLITE	1284050	73/431806	6/24/1983	7/3/1984
CAMEO	0992607	72/444,181	12/19/1972	9/3/1974
COMMEND	3264028	77/001,452	9/18/2006	7/17/2007
DISCOVERY	3264029	77/001,468	9/18/2006	7/17/2007
FIRMILAY (stylized)	0350606	71/393,809	6/8/1937	9/28/1937
GOLDTECH BIO 2000	2265721	75/422712	1/26/1998	7/27/1999
JD	1313074	73/468,418	3/2/1984	1/8/1985
JEL	0926487	72/321,500	3/12/1969	1/4/1972
JLENKO	1361340	73/393,476	9/29/1982	9/25/1985
JELFINE 52	2492395	76/097,942	7/27/2000	9/25/2001
JELSTAR	1030548	73/055,735	6/20/1975	1/20/1976
LABORATORY 33	1034620	73/024,423	6/17/1974	3/2/1976
LABORATORY 44	1034621	73/024,424	6/17/1974	3/2/1976
LEGACY	1572863	73/799,859	5/15/1989	12/26/1989
MAESTRO	1357593	73/526,283	3/11/1985	9/3/1985
MIDAS	1062602	73/094,645	7/26/1976	4/5/1977

MODULAY	0344416	71/385,357	11/10/1936	3/23/1937
MONOGRAM	1702803	74/211314	10/11/1991	7/28/1992
NOBLECROWN	3522230	77/341,968	2/12/2007	10/21/2008
OLYMPIA	1085280	73/134,659	7/20/1977	2/14/1978
PTM-45	1388762	73/404,900	12/6/1982	4/8/1986
RAJAH	1110364	73/174,028	6/12/1978	1/2/1979
SELECT	1698748	74/211243	10/11/1991	7/7/1992
SILFREE	1301172	73/448988	10/21/1983	10/23/1984
STURDICAST (stylized)	0302696	71/333,454	12/28/1932	4/25/1933
SUPRACHROME	2981888	78/267,223	6/25/2003	8/2/2005
SUREBOND	2506819	76/196,214	1/19/2001	11/13/2001
SUREFIRE	1284049	73/431805	6/24/1983	7/3/1984
TRILLIUM	3264032	77/001,515	9/18/2006	7/17/2007
WILBOND	3342571	77/006,449	9/25/2006	11/27/2007
WILKINSON DENTAL ALLOYS	3305287	77/001,802	9/18/2006	10/9/2007
WORLD	3264046	77/001,839	9/18/2006	7/17/2007