

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
American Precious Metals Exchange, Inc.		11/17/2010	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Ave., 9th Fl.		
Internal Address:	TX1-2921		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3443217	AMERICAN PRECIOUS METALS EXCHANGE	
Registration Number:	3561946	APMEX	
Serial Number:	85161373	MINTDIRECT	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5123054807		
Email:	sritchie@lockelord.com		
Correspondent Name:	L. Jeffrey Hubenak		
Address Line 1:	Locke Lord Bissell & Liddell LLP		
Address Line 2:	100 Congress Ave., Ste. 300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	001321400061		

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**TRADEMARK
 REEL: 004613 FRAME: 0837**

NAME OF SUBMITTER:	L. Jeffrey Hubenak
Signature:	/L. Jeffrey Hubenak/
Date:	08/30/2011
Total Attachments: 6 source=AMERICAN PRECIOUS METALS Security Agreement#page1.tif source=AMERICAN PRECIOUS METALS Security Agreement#page2.tif source=AMERICAN PRECIOUS METALS Security Agreement#page3.tif source=AMERICAN PRECIOUS METALS Security Agreement#page4.tif source=AMERICAN PRECIOUS METALS Security Agreement#page5.tif source=AMERICAN PRECIOUS METALS Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 7, 2010, is by and between AMERICAN PRECIOUS METALS EXCHANGE, INC., an Oklahoma corporation, whose address is 226 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102, Attention: Chief Financial Officer ("Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, 2200 Ross Avenue, 9th Floor, TX1-2921, Dallas, Texas 75201, Attention: T C Wilde ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Pledge and Security Agreement of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations (as defined in the Credit Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 2 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

AMERICAN PRECIOUS METALS EXCHANGE, INC., an Oklahoma corporation

By: [Signature]
Name: Scott Thomas
Title: President

"Secured Party"

JPMORGAN CHASE BANK, N.A.

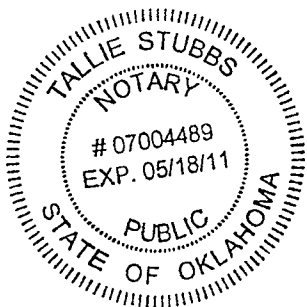
By: [Signature]
Name: T.C. Wilder
Title: V.P.

Attachment:

- Schedule 1 - Patents and Applications
- Schedule 2 - Trademarks

THE STATE OF OKLAHOMA §
 §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on Nov. 15th, 2010, by Scott Thomas, _____ of American Precious Metals Exchange, Inc., an Oklahoma corporation, on behalf of said corporation



[Signature]
Notary Public in and for the State of Oklahoma
Printed Name: Tallie Stubbs
My Commission Expires: 05/18/2011

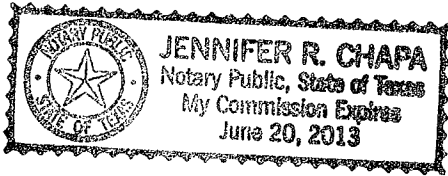
Signature Page(s) to
Patent & Trademark Security Agreement

THE STATE OF TEXAS

COUNTY OF Dallas

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§

This instrument was acknowledged before me on November 11, 2010, by T.C. Wilde, V.P. of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said association.



Jennifer Chapa
Notary Public in and for the State of Texas
Printed Name: Jennifer R. Chapa
My Commission Expires: June 20, 2013

Signature Page(s) to
Patent & Trademark Security Agreement

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TRADEMARK
REEL: 004613 FRAME: 0842

**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

1. Pending U.S. patent application entitled "METHOD AND DEVICE FOR ENSURING MINT-DIRECT PACKAGING IN TAMPER-EVIDENT PACKAGING" (Application No. 61/386,370).

**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1. Federally registered trademark "AMERICAN PRECIOUS METALS EXCHANGE"
(Reg. No. 3443217).
2. Federally registered trademark "APMEX" (Reg. No. 3561946).
3. Federal trademark application for "MINTDIRECT" (Application No. 85/161,373).