

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
APMEX, INC.		12/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	THE BANK OF NOVA SCOTIA
Street Address:	One Liberty Plaza
Internal Address:	25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	77246721	AMERICAN PRECIOUS METALS EXCHANGE
Serial Number:	77246817	APMEX
Serial Number:	85161373	MINTDIRECT
Serial Number:	85325197	REFINER DIRECT
Serial Number:	85361931	CHANGING HOW THE WORLD BUYS GOLD
Serial Number:	85361951	CLICK-N-STORE
Serial Number:	85404540	THE GOLD STANDARD
Serial Number:	85467524	CHANGING THE WAY THE WORLD INVESTS IN GOLD
Serial Number:	85467510	CHANGING HOW THE WORLD INVESTS IN GOLD

**CORRESPONDENCE DATA**

Fax Number: (416)865-7380  
 Phone: 416.865.8244  
 Email: efan@torys.com

OP \$240.00 77246721

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Torys LLP c/o Edward Fan  
Address Line 1: 79 Wellington Street West  
Address Line 2: Suite 3000, P.O. Box 270  
Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	35148-2012
NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	03/22/2012

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2011 is between APMEX, INC., a Delaware corporation (herein referred to as "Grantor"), and The Bank of Nova Scotia, as Security Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the consignors from time to time party to the Consignment and Loan Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Consignment and Loan Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain consignors (the "Consignors") and Grantee are parties to a Consignment and Loan Agreement of even date herewith (as amended, extended, restated, supplemented or modified from time to time, the "Consignment and Loan Agreement");

WHEREAS, pursuant to the terms of the Consignment and Loan Agreement, Grantor has granted to Grantee for the ratable benefit of such Consignors, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Consignment and Loan Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Consignor of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Consignor, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each a "Mark" and collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1

annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Consignment and Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Consignment and Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first above written.

APMEX, INC.

By: Michael R. Hayes  
Name: *Michael R. Hayes*  
Title: *Chief Executive Officer*

Acknowledged:  
THE BANK OF NOVA SCOTIA,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:


By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day first above written.

APMEX, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:  
THE BANK OF NOVA SCOTIA,  
as Security Agent

By:  \_\_\_\_\_  
Name: JASON SCHNEIDER  
Title: DIRECTOR

By:  \_\_\_\_\_  
Name: WADE BIZEMAN  
Title: DIRECTOR

APMEX, INC. TRADEMARKS

Mark	Registration/Serial No.	Logo/Word Mark	Goods/Services	Status
AMERICAN PRECIOUS METALS EXCHANGE	3,443,217 77/246,721	Word Mark	Class 36 – commodities exchange services	Section 8 & 15 renewal due 6/3/14
APMEX	3,561,946 77/246,817	Word Mark	Class 36 – commodities exchange services	Section 8 & 15 renewal due 1/13/15
MINTDIRECT	3,984,960 85/161,373	Word Mark	Class 36 – commodities exchange services featuring assurances of authenticity	Section 8 & 15 renewal due 6/28/17
REFINER DIRECT	n/a 85/325,197	Word Mark	Class 40 – metal refining services, namely, precious metal refining	Pending
CHANGING HOW THE WORLD BUYS GOLD	n/a 85/361,931	Word Mark	Class 36 – commodities exchange services	Pending
CLICK-N-STORE	n/a 85/361,951	Word Mark	Class 39 – storage of precious metals	Pending
THE GOLD STANDARD	n/a 85/404,540	Word Mark	Class 36 – online commodity exchange services Class 39 – storage of precious metals	Pending
CHANGING THE WAY THE WORLD INVESTS IN GOLD	n/a 85/467,524	Word Mark	Class 36 – commodities exchange services	Pending
CHANGING HOW THE WORLD	n/a 85/467,510	Word Mark	Class 36 – commodities exchange services	Pending

APMEX, INC. TRADEMARKS

Mark	Registration/Serial No.	Logo/Word Mark	Goods/Services	Status
INVESTS IN GOLD				