

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
Nextten Stauer, LLC		11/26/2013	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4370194	BERTUZZI
Registration Number:	4429463	BERTUZZI 1819
Registration Number:	4418987	FLYBOY
Registration Number:	4368655	FLYBOY 1916
Registration Number:	4242876	FLYBOY OPTICS
Serial Number:	85967665	MITSUKO ORGANIC CULTURED PEARLS
Registration Number:	2922353	NEXT TEN
Registration Number:	4364465	STAUER
Registration Number:	4364466	STAUER
Registration Number:	4364468	STAUER

CORRESPONDENCE DATA

Fax Number: 6123408827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 612-492-6842
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP, 50 South 6th St
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M235403
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	11/27/2013

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”) is made effective as of November 26, 2013, by and from NEXTTEN STAUER, LLC, a Minnesota limited liability corporation, (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Grantee”) for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, AMS Holding, LLC, a Delaware limited liability company (“Holdings”), Asset Marketing Services, Inc., a Minnesota corporation (“AMS”), the Grantor, Metrix Media, LLC, a Minnesota limited liability company (“Metrix”) and New York Mint, LLC, a Delaware limited liability company (“NYM,” and together with Holdings, AMS, Metrix and the Grantor, each a “Borrower” and collectively, the “Borrowers”), the Banks, and the Grantee have entered into an Amended and Restated Credit Agreement dated November 26, 2013 (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Banks have agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Borrowers, Precious Metal Merchants, LLC (the “Guarantor”) and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy dated October 4, 2012, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which Security Agreement is reaffirmed pursuant to the Reaffirmation of Loan Documents and Amendment dated as of November 26, 2013 among the Borrowers, the Guarantor and the Grantee;

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other

than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

NEXTTEN STAUER, LLC

By: 
Name: Robert Epping
Title: Treasurer and CFO

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005162 FRAME: 0694

EXHIBIT A





Mark	Serial No./ Reg. No.	Status
BERTUZZI	4,370,194	Registered
BERTUZZI 1819	4,429,463	Registered
FLYBOY	4,418,987	Registered
FLYBOY 1916	4,368,655	Registered
FLYBOY OPTICS	4,242,876	Registered
MITSUKO ORGANIC CULTURED PEARLS 	85/967,665	Pending
NEXT TEN	2,922,353	Registered
STAUER 	4,364,465	Registered
STAUER 	4,364,466	Registered
STAUER & Design 	4,364,468	Registered

Exhibit A