

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSET MARKETING SERVICES, LLC		05/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicolett Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86286332	CLUB 70	
Serial Number:	86286307	MS70 SOCIETY	
Serial Number:	86230954	GOVMINT.COM THE BEST SOURCE FOR COINS WO	
Serial Number:	86230981		
Registration Number:	4660272	CARSON CITY CACHE	
CORRESPONDENCE DATA			
Fax Number:	613408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(612) 492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M252960		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan P. Everist/		

CH \$140.00 86286332

DATE SIGNED:	05/05/2015
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Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of May 4, 2015, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, AMS Holding, LLC, a Delaware limited liability company, Asset Marketing Services, LLC, a Delaware limited liability company, Nextten Stauer, LLC, a Minnesota limited liability company, the Secured Party, and the lenders from time to time party thereto have entered into an Amended and Restated Credit Agreement dated as of November 26, 2013, as amended by that certain Joinder, Consent, Reaffirmation, Omnibus Amendment and Waiver of Amended and Restated Credit Agreement dated as of December 31, 2013, as further amended by that certain Consent and Second Amendment dated as of May 4, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, to secure the obligations under the Credit Agreement, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of October 4, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which 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 the Secured Party under the Security Agreement. The rights and remedies of the Secured Party 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. If 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 Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the 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 the Secured Party 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; and


(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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

ASSET MARKETING SERVICES, LLC

By:



Name: Michael Kasner

Title: Treasurer and Chief Financial Officer

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005509 FRAME: 0963

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
CLUB 70	PUBLISHED (PENDING) Intent to Use	86286332	20-MAY-2014		
MS70 SOCIETY	PUBLISHED (PENDING) Intent to Use	86286307	20-MAY-2014		
GOVMINT.COM THE BEST SOURCE FOR COINS WORLDWIDE	PENDING Intent to Use	86230954	25-MAR-2014		
Design Only	PUBLISHED (PENDING) Intent to Use	86230981	25-MAR-2014		
CARSON CITY CACHE	REGISTERED	85883657	22-MAR-2013	4660272	23-DEC-2014