

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APMEX, INC.		02/28/2020	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	CIBC Bank USA
Street Address:	3290 Northside Parkway, NW
Internal Address:	7th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4678929	ALERTME!
Registration Number:	3443217	AMERICAN PRECIOUS METALS EXCHANGE
Registration Number:	3561946	APMEX
Registration Number:	4478000	APMEX
Registration Number:	4629079	APMEX GLOBAL
Registration Number:	4210153	APMEXCLUSIVE
Registration Number:	4325046	CHANGING HOW THE WORLD BUYS GOLD
Registration Number:	4448282	CHANGING THE WAY THE WORLD INVESTS IN GO
Registration Number:	5441709	COINGRADE+
Registration Number:	4638560	DEALERS FIRST
Registration Number:	4534615	INVESTMENTS YOU HOLD
Registration Number:	3984960	MINTDIRECT
Registration Number:	4403106	MINTDIRECT PREMIER
Registration Number:	4626476	QUICKSHIP
Registration Number:	4724668	

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 4045413372

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.

Phone: 4048156166

Email: Brook@kilpatricktownsend.com

Correspondent Name: Christine P. James

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 2: Mailstop: IP Docketing 22

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Beth Rook
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SIGNATURE:	/Beth Rook/
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DATE SIGNED:	03/02/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2020, is made and entered into by APMEX, Inc., an Oklahoma corporation (the "Grantor"), and CIBC Bank USA in its capacity as collateral agent for each of the Financial Participants (the "Collateral Agent").

RECITALS:

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Citadel Global Depository Services, Inc., an Oklahoma corporation, the other loan parties party thereto, CIBC Bank USA, as administrative agent ("Administrative Agent"), Collateral Agent and the several banks, financial institutions and lenders party thereto (collectively, the "Lenders") and (ii) that certain Consignment Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Consignment Agreement" and together with the Credit Agreement, collectively, the "Financing Agreements"), by and among Grantor, Collateral Agent and Canadian Imperial Bank of Commerce ("Consignor" and together with Administrative Agent, Collateral Agent and the Lenders, collectively the "Financial Participants"), the Financial Participants have agreed to make certain loans, extensions of credit, consignments and other financial accommodations to the Grantor and the other loan parties;

WHEREAS, the Financial Participants are willing to continue making the loans, extensions of credit, consignments and other financial accommodations to the Grantor and the other Loan Parties provided for in the Financing Agreements only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of the Collateral Agent, on behalf of the Financial Participants, securing the obligations of the Loan Parties under the Loan Documents pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantor, the other Loan Parties and the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Financing Agreements or in the other Loan Documents and used herein have the meaning given to them in the Financing Agreements or in such other Loan Document, as applicable.

Section 2. Grant of Security Interest in Trademarks

In furtherance of the liens, security interests and other encumbrances granted to the Collateral Agent, on behalf of the other Financial Participants, pursuant to the Collateral Agreement, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Financial Participants, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral") including, without limitation, those identified on Schedule I attached hereto and made apart hereof, to secure the prompt and complete payment and performance of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(e) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any trademark of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include United States intent-to-use trademark applications or service mark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application or service mark application under

applicable law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application or service mark application shall be considered Trademark Collateral.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted and reaffirmed hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the Collateral Agent shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement.

If the Grantor shall obtain rights to any Trademark Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks, trademark applications or related renewals or extensions of the same. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include such new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

APMEX, INC., an Oklahoma corporation

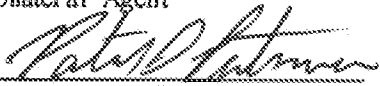


By: _____
Name: Doug Sterk
Title: Chief Financial Officer

[Signature to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA,
as Collateral Agent

By: 

Name: Patrick D. Putman

Title: Managing Director and Head of Southeast
Commercial Banking

[Signature to Trademark Security Agreement]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

REGISTERED AND PENDING TRADEMARKS

MARK	COUNTRY	STATUS	SERIAL NO. / FILING DATE		INT'L CLASS	REG. NO. / REG. DATE	
ALERTME (C&D Docket No. TM2671US38)	US	Registered	86/319,264	6/24/14	038	4678929	1/27/15
AMERICAN PRECIOUS METALS EXCHANGE (C&D Docket No. TM1954US36)	US	Registered	77/246,721	08/03/07	036	3443217	6/3/08
APMEX (C&D Docket No. TM1955US36)	US	Registered	77/246,817	08/03/07	036	3561946	1/13/09
APMEX (C&D Docket No. TM2270CA36)	CA	Registered	1,588,097	07/30/12	036	TMA869902	1/27/14
APMEX (C&D Docket No. TM2271EU36)	EM	Registered	010864791	05/08/12	036	010864791	9/19/12
APMEX (C&D Docket No. TM2272AU36)	AU	Registered	1489407	05/07/12	036	1489407	12/10/12
APMEX (C&D Docket No. TM2394US14)	US	Registered	85/971,904	06/27/13	014	4478000	2/4/14
APMEX (C&D Docket No. TM2580HK36)	HK	Registered	302919330	03/10/14	036	302919330	3/10/14
APMEX (C&D Docket No. TM2581SG36)	SG	Registered	T1403425Z	03/10/14	036	T1403425Z	3/10/14
APMEX GLOBAL (C&D Docket No. TM2269US36)	US	Registered	85/617,190	05/04/12	036	4629079	10/28/14
APMEXCLUSIVE (C&D Docket No. TM2256US36)	US	Registered	85/593,764	04/10/12	036	4210153	9/18/12
CHANGING HOW THE WORLD BUYS GOLD (C&D Docket No. TM2204US36)	US	Registered	85/361,931	07/01/11	36	4325046	4/23/13
CHANGING HOW	US	Registered	85/467,524	11/08/11	036	4448282	12/10/13

REGISTERED AND PENDING TRADEMARKS

MARK	COUNTRY	STATUS	SERIAL NO. / FILING DATE		INT'L CLASS	REG. NO. / REG. DATE	
THE WORLD INVESTS IN GOLD (C&D Docket No. TM2232US36)							
COINGRADE+ (C&D Docket No. TM3627US42)	US	Registered	87/388,648	03/28/17		5441709	4/10/18
DEALERS FIRST (DESIGN) (C&D Docket No. TM2571US36)	US	Registered	86/197,824	02/19/14	036	4638560	11/11/14
INVESTMENTS YOU HOLD (C&D Docket No. TM2350US35)	US	Registered	85/875,008	03/13/13	035	4534615	5/20/14
MINTDIRECT (C&D Docket No. TM2175US36)	US	Registered	85/161,373	10/26/10	036	3984960	6/28/11
MINTDIRECT (C&D Docket No. TM2545EU36)	EM	Registered	012414827	12/11/13	036	012414827	5/5/14
MINTDIRECT PREMIER (C&D Docket No. TM2337US36)	US	Registered	85/842,575	02/06/13	036	4403106	9/17/13
MINTDIRECT PREMIER (C&D Docket No. TM2546EU36)	EM	Registered	012415361	12/11/13	036	012415361	5/5/14
QUICKSHIP (C&D Docket No. TM2537US35)	US	Registered	86/098,368	10/22/13	035	4626476	10/21/14
RUNNING BOX (DESIGN) (C&D Docket No. TM2573US35)	US	Registered	86/098,358	10/22/13	035	4724668	4/21/15
RUNNING BOX (DESIGN) (C&D Docket No. TM2547EU35)	EM	Registered	012416244	12/11/13	039	012416244	6/2/14