

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dillon Gage Incorporated of Dallas		12/15/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State bank: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3184242	FIZTRADE	
Registration Number:	4690180	INTERNATIONAL DEPOSITORY SERVICES	
Registration Number:	5121698	DIGITAL METALS	
Registration Number:	5927862	DGGOLD	
Registration Number:	5927863	DGSILVER	
Registration Number:	5340456	IRA CONNECT	
Registration Number:	5849773	VAULTDIRECT	
Registration Number:	4794052	IDS	
Registration Number:	4811077	DG	
Registration Number:	4730559	FIZCONNECT	
Registration Number:	4750932	DILLON GAGE	
Registration Number:	4730560	FIZCOMMERCE	
Registration Number:	4730561	DG DILLON GAGE EST. 1976	
Registration Number:	4916476	CLOSED LOOP IRA	
Registration Number:	4916477	CLOSED LOOP IRA	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612.492.6842
Email: ip.docket@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP
Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	504041-00038
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NAME OF SUBMITTER:	Jeffrey R. Cadwell
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SIGNATURE:	/Jeffrey R. Cadwell/
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DATE SIGNED:	12/17/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this December 15, 2021, by DILLON GAGE INCORPORATED OF DALLAS, a Texas corporation ("Debtor"), and TEXAS CAPITAL BANK, a Texas state bank ("Bank").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and between Debtor and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Bank has agreed to make loans, advances and extensions of credit from time to time to Debtor; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith, by and among the Debtor, the other grantors party thereto and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Debtor has granted to Bank a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses (each as defined in the Security Agreement) held by Debtor together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as hereinafter defined); and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Bank this Trademark Security Agreement.

AGREEMENT:

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, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Bank a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all Secured Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by electronic or e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **SECTIONS 11.12 AND 11.19 OF THE CREDIT AGREEMENT. THE TERMS OF SECTIONS 11.12 AND 11.19 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

9. **LOAN DOCUMENT.** This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

10. **FINAL AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO THE OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:


DILLON GAGE INCORPORATED OF
DALLAS,
a Texas corporation

By: 


Name: Jon Christiansen

Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Goods and Services	Owner
FIZTRADE	RENEWED (REGISTERED)	76608069	09-AUG-2004	3184242	12-DEC-2006	(INT. CL. 35) ON-LINE TRADING SERVICE IN WHICH SELLER POSTS PRODUCTS TO BE SOLD, SPECIFICALLY, GOLD, PLATINUM, PALLADIUM AND SILVER IN THE FORM OF COINS AND BARS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION 15301 DALLAS PARKWAY, SUITE 200 ADDISON, TEXAS 75001
INTERNATIONAL DEPOSITORY SERVICES	REGISTERED Supplemental Register	86332746	09-JUL-2014	4690180	17-FEB-2015	(INT. CL. 35) ORDER FULFILLMENT SERVICES IN THE FIELD OF PRECIOUS METALS (INT. CL. 39) STORAGE SERVICES, NAMELY, STORAGE OF PRECIOUS METALS AND COINS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DIGITAL METALS	REGISTERED	86332777	09-JUL-2014	5121698	17-JAN-2017	(INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE CLOUD COMPUTING SOFTWARE FOR USE AS A PLATFORM FOR USE IN THE FIELD OF PRECIOUS METALS TRADING, INCLUDING ELECTRONIC SPOT PRICING, PRICE HISTORY, AND ELECTRONIC TRADING OF PRECIOUS METALS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DGGOLD	REGISTERED	88084881	20-AUG-2018	5927862	03-DEC-2018	(INT. CL. 36) COMMODITY TRADING SERVICES FOR OTHERS OF PHYSICAL PRECIOUS METALS USING DISTRIBUTED LEDGER TECHNOLOGY; PROVIDING A WEBSITE FEATURING ON-LINE COMMODITY TRADING SERVICES FOR OTHERS FOR THE BUYING AND SELLING OF PHYSICAL PRECIOUS METALS; ON-LINE COMMODITY TRADING SERVICES FOR OTHERS TO FACILITATE THE SALE AND PURCHASE OF PHYSICAL PRECIOUS METALS; COMMODITY TRADING SERVICES FOR OTHERS, NAMELY, PRECIOUS METALS EXCHANGE SERVICES USING BLOCKCHAIN TECHNOLOGY	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DGSILVER	REGISTERED	88085259	20-AUG-2018	5927863	03-DEC-2018	(INT. CL. 36) COMMODITY TRADING SERVICES FOR OTHERS OF PHYSICAL PRECIOUS METALS USING DISTRIBUTED LEDGER TECHNOLOGY; PROVIDING A WEBSITE FEATURING ON-LINE COMMODITY TRADING SERVICES FOR OTHERS FOR THE BUYING AND SELLING OF PHYSICAL PRECIOUS METALS; ON-LINE COMMODITY TRADING SERVICES FOR OTHERS TO FACILITATE THE SALE AND PURCHASE OF PHYSICAL PRECIOUS METALS; COMMODITY TRADING SERVICES FOR OTHERS, NAMELY, PRECIOUS METALS EXCHANGE SERVICES USING BLOCKCHAIN TECHNOLOGY	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
IRA CONNECT	REGISTERED	87434474	03-MAY-2017	5340456	21-NOV-2017	(INT. CL. 42) PROVIDING TEMPORARY USE OF A NON-DOWNLOADABLE SOFTWARE PROGRAM THAT FACILITATES PURCHASE, SALE, AND INVESTMENT IN PRECIOUS METALS FOR RETIREMENT FUND INVESTMENTS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
VAULTDIRECT	REGISTERED	88284785	31-JAN-2019	5849773	03-SEP-2019	(INT. CL. 42) PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE CLOUD COMPUTING SOFTWARE FOR USE AS A PLATFORM IN THE FIELD OF PRECIOUS METALS, NAMELY, MANAGING PRECIOUS METALS INVENTORIES AND COMMUNICATING WITH THE PRECIOUS METALS DEPOSITORY	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
IDS	REGISTERED	86487732	22-DEC-2014	4794052	18-AUG-2015	(INT. CL. 35) ORDER FULFILLMENT SERVICES IN THE FIELD OF PRECIOUS METALS (INT. CL. 39) STORAGE SERVICES, NAMELY, STORAGE OF PRECIOUS METALS AND COINS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DG 	REGISTERED	86332752	09-JUL-2014	4811077	15-SEP-2015	(INT. CL. 9) DOWNLOADABLE COMPUTER PROGRAM FOR THE TRADE OF PRECIOUS METALS (INT. CL. 35) PROVIDING MARKET RESEARCH, BUSINESS ANALYSIS, AND FINANCIAL INDICES FOR THE PRECIOUS METALS MARKET (INT. CL. 36) JEWELRY APPRAISAL; NEWS AND REPORTING IN THE FIELD OF FINANCIAL NEWS, NAMELY, MARKETS FOR PRECIOUS METALS; FINANCIAL AND INVESTMENT SERVICES, NAMELY, MANAGEMENT AND BROKERAGE IN THE FIELD OF OPTIONS, COMMODITIES, FUTURES AND OTHER SECURITIES; TRADING OF PRECIOUS METALS; PROVIDING A WEBSITE FOR ON-LINE TRADING OF PRECIOUS METALS; FINANCIAL SERVICES, NAMELY, DEALING IN PRECIOUS METALS AS A MARKET MAKER AND IN TRADING PRECIOUS METALS; PROVIDING A WEBSITE FOR THE EXCHANGE OF PRECIOUS METALS (INT. CL. 40) METAL REFINING SERVICES; TREATMENT OF MATERIALS, NAMELY, SEMI-PRECIOUS STONES, ARTICLES OF STONE, METALS AND GLASS MATERIALS (INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001

FIZCONNECT	REGISTERED	86332764	09-JUL-2014	4730559	05-MAY-2015	(INT. CL. 42) PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR THE PURCHASE AND SALE OF PRECIOUS METALS; PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR NEWS AND DEALER MARKET INFORMATION REGARDING PRECIOUS METALS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DILLON GAGE	REGISTERED	86332767	09-JUL-2014	4730562	09-JUN-2015	(INT. CL. 9) DOWNLOADABLE COMPUTER PROGRAM FOR THE TRADE OF PRECIOUS METALS (INT. CL. 35) PROVIDING MARKET RESEARCH, BUSINESS ANALYSIS, AND FINANCIAL INDICES FOR THE PRECIOUS METALS MARKET (INT. CL. 36) JEWELRY APPRAISAL; NEWS AND REPORTING IN THE FIELD OF FINANCIAL NEWS, NAMELY, MARKETS FOR PRECIOUS METALS; [FINANCIAL AND INVESTMENT SERVICES, NAMELY, MANAGEMENT AND BROKERAGE IN THE FIELD OF OPTIONS, COMMODITIES, FUTURES AND OTHER SECURITIES;] TRADING OF PRECIOUS METALS; PROVIDING A WEBSITE FOR ON-LINE TRADING OF PRECIOUS METALS; FINANCIAL SERVICES, NAMELY, DEALING IN PRECIOUS METALS AS A MARKET MAKER AND IN TRADING PRECIOUS METALS; PROVIDING A WEBSITE FOR THE EXCHANGE OF PRECIOUS METALS (INT. CL. 40) METAL REFINING SERVICES; TREATMENT OF MATERIALS, NAMELY, SEMI-PRECIOUS STONES, ARTICLES OF STONE, METALS AND GLASS MATERIALS (INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
FIZCOMMERCE	REGISTERED	86332770	09-JUL-2014	4730560	05-MAY-2015	(INT. CL. 42) PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR THE PURCHASE AND SALE OF PRECIOUS METALS; PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR NEWS AND MARKET INFORMATION REGARDING PRECIOUS METALS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DG DILLON GAGE EST. 1976 	REGISTERED	86332780	09-JUL-2014	4730561	05-MAY-2015	(INT. CL. 35) PROVIDING MARKET RESEARCH, BUSINESS ANALYSIS, AND FINANCIAL INDICES FOR THE PRECIOUS METALS MARKET (INT. CL. 36) JEWELRY APPRAISAL; NEWS AND REPORTING IN THE FIELD OF FINANCIAL NEWS, NAMELY, MARKETS FOR PRECIOUS METALS; FINANCIAL AND INVESTMENT SERVICES, NAMELY, MANAGEMENT AND BROKERAGE IN THE FIELD OF OPTIONS, COMMODITIES, FUTURES AND OTHER SECURITIES; TRADING OF PRECIOUS METALS; PROVIDING A WEBSITE FOR ON-LINE TRADING OF PRECIOUS METALS; FINANCIAL SERVICES, NAMELY, DEALING IN PRECIOUS METALS AS A MARKET MAKER AND IN TRADING PRECIOUS METALS; PROVIDING A WEBSITE FOR THE EXCHANGE OF PRECIOUS METALS; PROVIDING A DOWNLOADABLE COMPUTER PROGRAM FOR THE TRADE OF PRECIOUS METALS (INT. CL. 40) METAL REFINING SERVICES; TREATMENT OF MATERIALS, NAMELY, SEMI-PRECIOUS STONES, ARTICLES OF STONE, METALS AND GLASS MATERIALS (INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE CLOUD COMPUTING SOFTWARE FOR USE IN THE FIELD OF PRECIOUS METALS TRADING FOR ELECTRONIC	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
DM 	REGISTERED	86332782	09-JUL-2014	4730562	05-MAY-2015	(INT. CL. 42) COMPUTER SERVICES, NAMELY, PROVIDING A CLOUD COMPUTING PLATFORM FEATURING A COMPUTER SOFTWARE PLATFORM FOR USE IN THE FIELD OF PRECIOUS METALS TRADING FOR ENABLING USERS TO PERFORM ELECTRONIC SPOT PRICING, OBTAINING PRICE HISTORY, AND FOR THE ELECTRONIC TRADING OF PRECIOUS METALS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001

<p>CLOSED LOOP IRA</p> 	REGISTERED	86281778	27-MAY-2014	4916476	15-MAR-2016	(INT. CL. 42) PROVIDING TEMPORARY USE OF A NON-DOWNLOADABLE SOFTWARE PROGRAM THAT FACILITATES PURCHASE, SALE, AND INVESTMENT IN PRECIOUS METALS FOR RETIREMENT FUND INVESTMENTS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001
CLOSED LOOP IRA	REGISTERED	86281779	27-MAY-2014	4916477	15-MAR-2016	(INT. CL. 42) PROVIDING TEMPORARY USE OF A NON-DOWNLOADABLE SOFTWARE PROGRAM THAT FACILITATES PURCHASE, SALE, AND INVESTMENT IN PRECIOUS METALS FOR RETIREMENT FUND INVESTMENTS	DILLON GAGE INC. OF DALLAS TEXAS CORPORATION SUITE 200 15301 DALLAS PARKWAY ADDISON, TEXAS 75001