

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696472

| | | | |
|---|---|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Goldline, Inc. | | 12/21/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC BANK USA, as Administrative Agent | | |
| Street Address: | 120 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4792313 | PRECIOUS METALS INSIDER | |
| Registration Number: | 4811100 | GOLDLINE | |
| Registration Number: | 4074056 | IGOLDLINE | |
| Registration Number: | 1039862 | GOLDLINE | |
| Registration Number: | 1040091 | GOLDLINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3032231111 | | |
| <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: | 3032231100 | | |
| Email: | DNTrademarkDocket@bhfs.com | | |
| Correspondent Name: | Sarah K. Dewar | | |
| Address Line 1: | 410 SEVENTEENTH STREET, SUITE 2200 | | |
| Address Line 4: | DENVER, COLORADO 80202 | | |
| NAME OF SUBMITTER: | Sarah K. Dewar | | |
| SIGNATURE: | /Sarah K. Dewar/ | | |
| DATE SIGNED: | 12/21/2021 | | |
| Total Attachments: 3 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

December 21, 2021

WHEREAS, Goldline, Inc., a Delaware corporation (the “**Grantor**”), is a party to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement), among the Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and CIBC BANK USA, as Administrative Agent for the Lenders (“**Agent**”), pursuant to which the Grantor has pledged and granted to Agent a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the patents and patent applications, and the trademarks and trademark applications, listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Credit Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Intellectual Property Security Agreement (this “**Intellectual Property Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to the Agent a security interest in all of the Grantor’s right, title, and interest in, to and under all of the patents and patent applications, and trademarks and trademark applications, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are issued by or filed with the United States Patent and Trademark Office, including the patents and patent applications, and trademarks and trademark applications, listed on **Schedule A** hereto.

At such time as the Obligations have been paid in full in cash and all Commitments of the Lenders under the Credit Agreement have terminated, at the sole expense of the Grantor, Agent shall execute and deliver to the Grantor documents to evidence the termination of this Intellectual Property Security Agreement and the security interest created hereby.

Notwithstanding the foregoing, in the event of any conflict between this Intellectual Property Security Agreement and the Credit Agreement, the Credit Agreement shall control.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the day and year first above written.

Goldline, Inc., as Grantor

By: 

Name: Gregory N. Roberts

Title: Chief Executive Officer

[Signature Page to IP Security Agreement (Goldline, Inc.)]

TRADEMARK
REEL: 007537 FRAME: 0284

Schedule A

1. PATENTS AND PATENT APPLICATIONS:

None.

2. TRADEMARKS AND TRADEMARK APPLICATIONS:

| Mark | Serial No./ Reg. No. | Filed | Reg. Date | Owner of Record | Status |
|------------------------------|-------------------------|---------|-----------|-----------------|--------|
| PRECIOUS METALS INSIDER | 4792313 | 3/6/15 | 8/11/15 | Goldline, Inc. | Regd. |
| GOLDLINE with blocks logo | 4811100 | 7/14/14 | 9/15/15 | Goldline, Inc. | Regd. |
| IGOLDLINE | 4074056 | 5/11/11 | 12/20/11 | Goldline, Inc. | Regd. |
| GOLDLINE | 1039862 | 3/4/75 | 5/18/76 | Goldline, Inc. | Regd. |
| GOLDLINE | 1040091 | 3/4/75 | 5/25/76 | Goldline, Inc. | |