

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provident Metals Corp		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:	4544912	PROVIDENT METALS	
Registration Number:	4486383	PROVIDENT METALS	
Registration Number:	4544991	ZOMBUCKS	
Registration Number:	4544992	ZOMBUCKS: CURRENCY OF THE APOCALYPSE	
Registration Number:	5166766	THE PEOPLE'S BULLION DEALER	
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, Provident Metals Corp, 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.

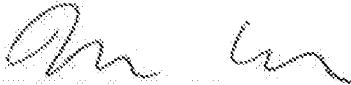
Notwithstanding the foregoing, in the event of any conflict between this Intellectual Property Security Agreement and the Credit Agreement, the Credit Agreement shall control.

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.

Provident Metals Corp, as Grantor

By: 
Name: Michael Wittmeyer
Title: President

[Signature Page to IP Security Agreement (Provident Metals Corp)]

TRADEMARK
REEL: 007537 FRAME: 0291

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
PROVIDENT METALS	4544912	4/29/13	6/3/14	Provident Metals Corp	Registered
PROVIDENT	4486383	4/8/13	2/8/14	Provident Metals Corp	Registered
ZOMBUCKS	4544991	5/29/13	6/3/14	Provident Metals Corp	Registered
ZOMBUCKS: CURRENCY OF THE APOCALYPSE	4544992	5/29/13	6/3/14	Provident Metals Corp	Registered
THE PEOPLE'S BULLION DEALER	5166766	6/03/14	3/21/17	Provident Metals Corp	Registered