

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APMEX, Inc.		06/15/2022	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	3290 Northside Parkway NW, 7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 16			
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		
Serial Number:	97284266	THE BULLION CARD	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 404-815-6500
Email: brook@kilpatricktownsend.com
Correspondent Name: William H. Brewster
Address Line 1: Kilpatrick Townsend & Stockton LLP
Address Line 2: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Beth Rook
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SIGNATURE:	/Beth Rook/
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DATE SIGNED:	06/15/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2022, is made and entered into by APMEX, Inc., an Oklahoma corporation (the "Grantor"), and CIBC Bank USA in its capacities as collateral agent or consignment collateral agent, as applicable, for each of the applicable Financial Participants (the "Collateral Agent").

RECITALS:

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of February 28, 2020 (as 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 February 28, 2020 (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 (predecessor in interest to the consignment 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 (i) that certain Guaranty and Collateral Agreement, dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Dollar Collateral Agreement"), by and among the Grantor, the other Loan Parties and the Collateral Agent and (ii) that certain Consignment Guaranty and Collateral Agreement, dated as of May 26, 2022, by and among the Grantor, the other Loan Parties and the Collateral Agent, as consignment collateral agent (the "Consignment Collateral Agreement", together with the Dollar Collateral Agreement, the "Collateral Agreements");

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 Agreements, 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 Agreements, 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 Agreements, 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 Agreements, 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 Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA,
as Collateral Agent and as Consignment Collateral Agent

By: 

Name: Patrick D. Putman

Title: Managing Director and Head of Southeast
Commercial Banking

[Signature Page to Trademark Security Agreement]