

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APMEX LLC		09/01/2023	Limited Liability Company:
MANFRA, TORDELLA & BROOKES, LLC		09/01/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, National Association		
<b>Street Address:</b>	2929 Walden Ave		
<b>City:</b>	Depew		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14043		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86319264	ALERTME!	
<b>Serial Number:</b>	77246721	AMERICAN PRECIOUS METALS EXCHANGE	
<b>Serial Number:</b>	77246817	APMEX	
<b>Serial Number:</b>	85971904	APMEX	
<b>Serial Number:</b>	85617190	APMEX GLOBAL	
<b>Serial Number:</b>	85593764	APMEXCLUSIVE	
<b>Serial Number:</b>	85361931	CHANGING HOW THE WORLD BUYS GOLD	
<b>Serial Number:</b>	85467524	CHANGING THE WAY THE WORLD INVESTS IN GO	
<b>Serial Number:</b>	87388648	COINGRADE+	
<b>Serial Number:</b>	86197824	DEALERS FIRST	
<b>Serial Number:</b>	85875008	INVESTMENTS YOU HOLD	
<b>Serial Number:</b>	85161373	MINTDIRECT	
<b>Serial Number:</b>	85842575	MINTDIRECT PREMIER	
<b>Serial Number:</b>	88077273	ONEGOLD	
<b>Serial Number:</b>	86098368	QUICKSHIP	
<b>Serial Number:</b>	86098358		
<b>Serial Number:</b>	97284266	THE BULLION CARD	
<b>Serial Number:</b>	98023491	BULLION CLUB	

OP \$665.00 86319264

Property Type	Number	Word Mark
Serial Number:	98023537	9FINE MINT
Serial Number:	98023572	PIONEER METALS
Serial Number:	97882881	MTB METALS
Serial Number:	88223634	LIBERTY MAXI-GRAM
Serial Number:	88222830	LIBERTY MINI-GRAM
Serial Number:	85509214	MTB
Serial Number:	85509146	MANFRA, TORDELLA & BROOKES
Serial Number:	98077713	BULLION.COM

**CORRESPONDENCE DATA**

**Fax Number:** 8602402700  
*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:** 8602402755  
**Email:** derek.wayne@morganlewis.com  
**Correspondent Name:** Derek Wayne  
**Address Line 1:** Morgan, Lewis & Bockius LLP  
**Address Line 2:** One State Street  
**Address Line 4:** Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Derek Wayne
<b>SIGNATURE:</b>	/s/ Derek Wayne
<b>DATE SIGNED:</b>	09/01/2023

**Total Attachments: 9**  
source=HSBC-APMEX - Trademark Security Agreement (ABL) (2023) (Executed)#page1.tif  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of September 1, 2023 by **APMEX LLC**, a Delaware limited liability company and **MANFRA, TORDELLA & BROOKES, LLC**, a Delaware limited liability company (each, a “Grantor”), in favor of **HSBC BANK USA, NATIONAL ASSOCIATION** (“HSBC”), as Collateral Trustee (together with its permitted successors and assigns pursuant to the Loan Agreement (as defined below), the “Collateral Trustee”), pursuant to that certain Revolving Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among, *inter alia*, BULLION I. G. Finance 2, LLC, a Delaware limited liability company, as Borrower Representative, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, HSBC and the other financial institutions party thereto from time to time (each a “Lender” and collectively, the “Lenders”), HSBC, as administrative agent, and the Collateral Trustee.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantors have pledged and granted (or, concurrently with the execution thereof, will pledge and grant) to the Collateral Trustee, for the ratable benefit of each Secured Party (as defined in the Loan Agreement), a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Collateral Trustee with the United States Patent and Trademark Office;

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, each Grantor hereby agrees as follows:

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

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt payment and performance to Agent, the Issuer and each Lender of the Obligations, each Grantor hereby pledges and grants to the Collateral Trustee for the ratable benefit of each Secured Party a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security

interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law) (collectively, “Trademarks”) including those referred to on Schedule I;

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

(c) any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. 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 any Grantor to the Collateral Trustee, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Trustee, for the ratable benefit of each Secured Party pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Collateral Trustee to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. 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 the Collateral Trustee’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax transmission or e-mail transmission (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Collateral Trustee, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding

anything contained herein to the contrary the Collateral Trustee is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Collateral Trustee pursuant to procedures approved by it; and provided further without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart. This Trademark Security Agreement is a Loan Document.

7. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS EXCEPT TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY GRANTOR WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS TRADEMARK SECURITY AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT. EACH GRANTOR HEREBY WAIVES RIGHT TO PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO SUCH GRANTOR AT ITS ADDRESS SET FORTH IN SECTION 15.6 OF THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF COLLATERAL TRUSTEE, AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. EACH GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST COLLATERAL TRUSTEE, AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK.

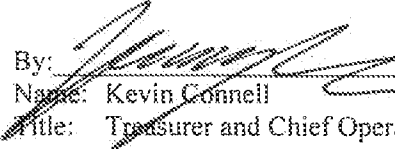
8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER SET FORTH IN SECTION 12.3 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

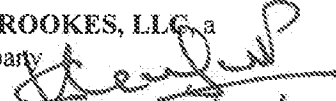
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MANFRA, TORDELLA & BROOKES, LLC, a  
Delaware limited liability company

By:   
Name: Kevin Connell  
Title: Treasurer and Chief Operating Officer

  
Douglas Sterk  
Secretary

APMEX LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Douglas Sterk  
Title: Chief Financial Officer

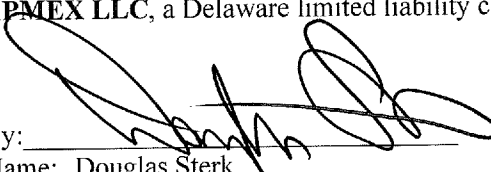
**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MANFRA, TORDELLA & BROOKES, LLC**, a  
Delaware limited liability company

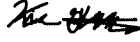
By: \_\_\_\_\_  
Name: Kevin Connell  
Title: Treasurer and Chief Operating Officer

**APMEX LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Douglas Sterk  
Title: Chief Financial Officer

**COLLATERAL TRUSTEE:**

**HSBC BANK USA, NATIONAL  
ASSOCIATION**

By:   
Name: Kevin Glatting  
Title: Associate



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>STATUS</b>	<b>SERIAL NO. / FILING DATE</b>		<b>REG. NO. / REGISTRATION DATE</b>	
ALERTME!	APMEX LLC	Registered	86/319,264	06/24/2014	4678929	01/27/2015
American Precious Metals Exchange	APMEX LLC	Registered	77/246,721	08/03/2007	3443217	06/03/2008
APMEX	APMEX LLC	Registered	77/246,817	08/03/2007	3561946	01/13/2009
APMEX	APMEX LLC	Registered	85/971,904	06/27/2013	4478000	02/04/2014
APMEX GLOBAL	APMEX LLC	Registered	85/617,190	05/04/2012	4629079	10/28/2014
APMEXCLUSIVE	APMEX LLC	Registered	85/593,764	04/10/2012	4210153	09/18/2012
CHANGING HOW THE WORLD BUYS GOLD	APMEX LLC	Registered	85/361,931	07/01/2011	4325046	04/23/2013
CHANGING THE WAY THE WORLD INVESTS IN GOLD	APMEX LLC	Registered	85/467,524	11/08/2011	4448282	12/10/2013
CoinGrade+	APMEX LLC	Registered	87/388,648	03/28/2017	5441709	04/10/2018
DEALERS FIRST (DESIGN)	APMEX LLC	Registered	86/197,824	02/19/2014	4638560	11/11/2014

TRADEMARK	OWNER	STATUS	SERIAL NO. / FILING DATE		REG. NO. / REGISTRATION DATE	
INVESTMENTS YOU HOLD	APMEX LLC	Registered	85/875,008	03/13/2013	4534615	05/20/2014
MINTDIRECT	APMEX LLC	Registered	85/161,373	10/26/2010	3984960	06/28/2011
MINTDIRECT PREMIER	APMEX LLC	Registered	85/842,575	02/06/2013	4403106	09/17/2013
ONEGOLD	APMEX LLC	Registered	88077273	08/14/2018	5765711	05/28/2018
QUICKSHIP	APMEX LLC	Registered	86/098,368	10/22/2013	4626476	10/21/2014
RUNNING BOX (DESIGN)	APMEX LLC	Registered	86/098,358	10/22/2013	4724668	04/21/2015
THE BULLION CARD	APMEX LLC	Registered	97284266	02/25/2022	7032868	4/18/2023
BULLION.COM	APMEX LLC	Pending	98077713	7/10/2023		
BULLION CLUB	APMEX LLC	Pending	98023491	6/1/2023		
9FINE MINT	APMEX LLC	Pending	98023537	6/1/2023		
PIONEER METALS	APMEX LLC	Pending	98023572	6/1/2023		
MTB METALS	Manfra, Tordella & Brookes, LLC	Pending	97882881	April 11, 2023		

TRADEMARK	OWNER	STATUS	SERIAL NO. / FILING DATE		REG. NO. / REGISTRATION DATE	
LIBERTY MAXI-GRAM	Manfra, Tordella & Brookes, LLC	Registered	88223634	December 10, 2018	5941706	December 24, 2019
LIBERTY-MINI-GRAM	Manfra, Tordella & Brookes, LLC	Registered	88222830	December 10, 2018	5941702	December 24, 2019
MTB	Manfra, Tordella & Brookes, LLC	Registered	85509214	January 5, 2012	4287861	February 12, 2013
MANFRA, TORDELLA & BROOKES	Manfra, Tordella & Brookes, LLC	Registered	85509146	January 5, 2012	4287859	February 12, 2013