

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A-Mark Precious Metals, Inc.		09/20/2023	Corporation: DELAWARE
JM Bullion, Inc.		09/20/2023	Corporation: DELAWARE
Provident Metals Corp.		09/20/2023	Corporation: DELAWARE
Collateral Finance Corporation		09/20/2023	Corporation: DELAWARE
Transcontinental Depository Services, LLC		09/20/2023	Limited Liability Company: DELAWARE
A-M Global Logistics, LLC		09/20/2023	Limited Liability Company: DELAWARE
Goldline, Inc.		09/20/2023	Corporation: DELAWARE
Buy Gold and Silver Corp.		09/20/2023	Corporation: DELAWARE
BX Corporation		09/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as administrative agent		
Street Address:	70 WEST MADISON STREET, 8TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
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:	4391034	GOLD PRICE	
Registration Number:	4337597	JM BULLION	
Serial Number:	97031438	CYBERMETALS	
Serial Number:	97031441	CYBERMETALS	
Serial Number:	97031445	M	
Registration Number:	1039862	GOLDLINE	

OP \$515.00 4544912

Property Type	Number	Word Mark
Registration Number:	1040091	GOLDLINE
Serial Number:	97792177	GOLDLINE
Registration Number:	4593412	BGASC
Registration Number:	7029453	BULLIONMAX
Serial Number:	98074594	WHOLESALE METALS MADE EASY
Serial Number:	97810258	A A-MARK PRECIOUS METALS
Serial Number:	97810257	A-MARK PRECIOUS METALS
Serial Number:	97810263	CFC COLLATERAL FINANCE CORPORATION
Serial Number:	97810253	TDS TRANSCONTINENTAL DEPOSITORY SERVICES
Serial Number:	97810261	AMGL

CORRESPONDENCE DATA

Fax Number: 3032231111

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: 3032231100

Email: DNTrademarkDocket@bhfs.com

Correspondent Name: Sarah K. Dewar

Address Line 1: 675 15th Street, Suite 2900

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	018667.0019
NAME OF SUBMITTER:	Sarah K. Dewar
SIGNATURE:	/Sarah K. Dewar/
DATE SIGNED:	09/20/2023

Total Attachments: 12

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

September 20, 2023

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Intellectual Property Security Agreement*”) is made by A-Mark Precious Metals, Inc., a Delaware corporation (“*A-Mark*”), JM Bullion, Inc., a Delaware corporation (“*JM Bullion*”), Provident Metals Corp., a Delaware corporation (“*Provident Metals*”), Collateral Finance Corporation, a Delaware Corporation (“*CFC*”), Transcontinental Depository Services, LLC, a Delaware limited liability company (“*TDS*”), A-M Global Logistics, LLC, a Delaware limited liability company (“*A-M Global*”), Goldline, Inc., a Delaware corporation (“*Goldline*”), Buy Gold and Silver Corp., a Delaware corporation (“*BGSC*”), and BX Corporation, a Delaware corporation (“*BX Corp*” and together with A-Mark, JM Bullion, Provident Metals, CFC, TDS, A-M Global, Goldline and BGSC, each a “*Grantor*”, and collectively, the “*Grantors*”), in favor of CIBC BANK USA, as administrative agent (“*Agent*”) for itself and the other lenders party to the Credit Agreement referred to below (the “*Lenders*”).

Each of the Grantors are a party to that certain Credit Agreement, dated as of December 21, 2021 (the “*Original Loan Agreement*”) (as amended by the First Amendment to Credit Agreement, dated as of April 22, 2022, the Waiver and Second Amendment to Credit Agreement, dated as of September 1, 2022, the Joinder and Third Amendment to Credit Agreement, dated as of September 30, 2022 (the “*Third Amendment*”), the Fourth Amendment to Credit Agreement, dated as of December 5, 2022, the Waiver and Fifth Amendment to Credit Agreement, dated as of March 30, 2023, the Waiver and Sixth Amendment to Credit Agreement, dated as of August 24, 2023, the Joinder and Seventh Amendment to Credit Agreement, dated as of the date hereof, and as may be further amended, restated, amended and 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 Grantors, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Agent, pursuant to which the Grantors have pledged and granted to Agent a security interest in all of the Grantors 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;

WHEREAS, in connection with the grant of security provided in the Original Loan Agreement, each of JM Bullion, Provident Metals and Goldline entered into separate Intellectual Property Security Agreements, dated December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Original Intellectual Property Security Agreements*”) in favor of the Agent;

WHEREAS, in connection with the Third Amendment, BGSC entered into an Intellectual Property Security Agreement, dated November 17, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*BGSC Intellectual Property Security Agreement*” and together with the Original Intellectual Property Security Agreements, the “*Existing Intellectual Property Security Agreements*”) in favor of the Agent;

WHEREAS, the grantors party to the Existing Intellectual Property Security Agreements (the “*Existing Grantors*”) now seek to collectively amend and restate the Existing Intellectual Property Security Agreements in their entirety with this Intellectual Property Security Agreement;

WHEREAS, A-Mark, CFC, TDS, A-M Global, and BX Corp (the “*Joining Grantors*”) seek to join the Existing Grantors in pledging and granting to Agent a security interest in their right, title and interest in, to and under their intellectual property as contemplated herein; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Credit Agreement that the Grantors execute and deliver, and cause to be filed in the United States Patent and Trademark Office, 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 Grantors hereby pledge and grant to the Agent a security interest in all of the Grantors 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 Grantors that are issued by or filed with the United States Patent and Trademark Office, including the patents and patent applications, 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 Grantors, Agent shall execute and deliver to the Grantors 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.

This Intellectual Property Security Agreement amends and restates in their entirety the Existing Intellectual Property Security Agreements.

[Signature Pages to Follow]

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

GRANTORS

A-MARK PRECIOUS METALS, INC.,
a Delaware corporation

By: 

Name: Thor Gjerdrum
Title: President

JM BULLION, INC.,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

PROVIDENT METALS CORP,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

GOLDLINE, INC.,
a Delaware corporation

By: _____

Name: Gregory N. Roberts
Title: Chief Executive Officer

[Signatures Continue]

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

GRANTORS **A-MARK PRECIOUS METALS, INC.,**
a Delaware corporation

By: _____
Name: Thor Gjerdrum
Title: President

JM BULLION, INC.,
a Delaware corporation

By:  _____
Name: Robert J. Pacelli
Title: President

PROVIDENT METALS CORP,
a Delaware corporation

By:  _____
Name: Robert J. Pacelli
Title: President

GOLDLINE, INC.,
a Delaware corporation

By: _____
Name: Gregory N. Roberts
Title: Chief Executive Officer

[Signatures Continue]

[Signature Page to Intellectual Property Security Agreement]

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GRANTORS **A-MARK PRECIOUS METALS, INC.,**
a Delaware corporation

By: _____
Name: Thor Gjerdrum
Title: President

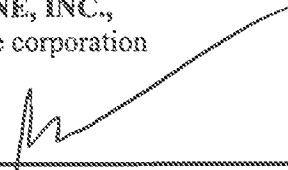
JM BULLION, INC.,
a Delaware corporation

By: _____
Name: Robert J. Pacelli
Title: President

PROVIDENT METALS CORP,
a Delaware corporation

By: _____
Name: Robert J. Pacelli
Title: President

GOLDLINE, INC.,
a Delaware corporation

By:  _____
Name: Gregory N. Roberts
Title: Chief Executive Officer

[Signatures Continue]

COLLATERAL FINANCE CORPORATION,
a Delaware corporation

By: 

Name: Gregory N. Roberts
Title: Chief Executive Officer

TRANSCONTINENTAL DEPOSITORY SERVICES, LLC,
a Delaware limited liability company

By: 

Name: Gregory N. Roberts
Title: Chief Executive Officer

A-M GLOBAL LOGISTICS, LLC,
a Delaware limited liability company

By: _____

Name: Thor Gjerdrum
Title: President

BUY GOLD AND SILVER CORP,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

BX CORPORATION,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

[End of Signatures]

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008203 FRAME: 0880

COLLATERAL FINANCE CORPORATION,
a Delaware corporation

By: _____

Name: Gregory N. Roberts
Title: Chief Executive Officer

TRANSCONTINENTAL DEPOSITORY SERVICES, LLC,
a Delaware limited liability company

By: _____

Name: Gregory N. Roberts
Title: Chief Executive Officer

A-M GLOBAL LOGISTICS, LLC,
a Delaware limited liability company

By: _____

Name: Thor Gjerdrum
Title: President

BUY GOLD AND SILVER CORP,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

BX CORPORATION,
a Delaware corporation

By: _____

Name: Robert J. Pacelli
Title: President

[End of Signatures]

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TRADEMARK
REEL: 008203 FRAME: 0881

COLLATERAL FINANCE CORPORATION,
a Delaware corporation

By: _____
Name: Gregory N. Roberts
Title: Chief Executive Officer

TRANSCONTINENTAL DEPOSITORY SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: Gregory N. Roberts
Title: Chief Executive Officer

A-M GLOBAL LOGISTICS, LLC,
a Delaware limited liability company

By: _____
Name: Thor Gjerdrum
Title: President

BUY GOLD AND SILVER CORP,
a Delaware corporation

By: Robert J. Pacelli
Name: Robert J. Pacelli
Title: President

BX CORPORATION,
a Delaware corporation

By: Robert J. Pacelli
Name: Robert J. Pacelli
Title: President

[End of Signatures]





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A. TRADEMARKS



Schedule A

1. UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS:

Mark	Reg No. (App. No if pending)	Filed	Reg. Date	Owner of Record	Status
PROVIDENT METALS	4544912	4/29/13	6/3/14	Provident Metals Corp.	Registered
PROVIDENT	4486383	4/1/13	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
GOLD PRICE	4391034	10/18/12	8/27/13	JM Bullion, Inc.	Registered
JM BULLION	4337597	6/4/12	5/21/13	JM Bullion, Inc.	Registered
CYBERMETALS	App. No. 97031438	9/16/21	Pending	JM Bullion, Inc.	Pending Application
CYBERMETALS	App. No. 97031441	9/16/21	Pending	JM Bullion, Inc.	Pending Application
	App. No. 97031445	9/16/21	Pending	JM Bullion, Inc.	Pending Application
GOLDLINE	1039862	3/4/75	5/18/76	Goldline, Inc.	Registered
GOLDLINE	1040091	3/4/75	5/25/76	Goldline, Inc.	Registered
	App. No. 97792177	2/13/23	Pending	Goldline, Inc.	Pending Application
BGASC	4593412	7/24/12	8/26/14	Buy Gold and Silver Corp	Registered
	7029453	3/9/22	4/18/23	BX Corporation	Registered

WHOLESALE METALS MADE EASY	App. No. 98074594	7/7/23	Pending	BX Corporation	Pending Application
 A-MARK PRECIOUS METALS	App No. 97810258	2/24/23	Pending	A-Mark Precious Metals, Inc.	Pending Application
A-MARK PRECIOUS METALS	App No. 97810257	2/24/23	Pending	A-Mark Precious Metals, Inc.	Pending Application
 CFC COLLATERAL FINANCE CORPORATION	App No. 97810263	2/24/23	Pending	Collateral Finance Corporation	Pending Application
 TRANSCONTINENTAL DEPOSITORY SERVICES, LLC	App No. 97810253	2/24/23	Pending	Transcontinental Depository Services, LLC	Pending Application
 AMGL	App No. 97810261	2/24/23	Pending	A-M Global Logistics, LLC	Pending Application

2. AUSTRALIAN TRADEMARKS AND TRADEMARK APPLICATIONS:

Mark	Number/IR Number	Filed	Reg. Date	Owner of Record	Status
PROVIDENT METALS	1586165/1177926	9/6/13	9/6/13	Provident Metals Corp.	Registered
 PROVIDENT	1587600/1179574	9/6/13	9/6/13	Provident Metals Corp.	Registered
 GOLDPRICE	2173943	4/27/21	4/27/21	JM Bullion, Inc.	Registered

3. EUROPEAN UNION TRADEMARKS AND TRADEMARK APPLICATIONS:

Mark	Registration No.	Filed	Reg. Date	Owner of Record	Status
PROVIDENT METALS	1177926	4/8/13	9/6/13	Provident Metals Corp.	Registered

	(Int'l Registration - Madrid Protocol Only)				
PROVIDENT	1179574 (Int'l Registration - Madrid Protocol Only)	4/8/13	9/6/13	Provident Metals Corp.	Registered

4. UNITED KINGDOM TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Registration No.	Filed	Reg. Date	Owner of Record	Status
PROVIDENT METALS	UK00801177926	9/6/13	8/19/14	Provident Metals Corp.	Registered
PROVIDENT	UK00801179574	9/6/13	8/26/14	Provident Metals Corp.	Registered

5. CANADIAN TRADEMARKS AND TRADEMARK APPLICATIONS:

Mark	Registration No.	Filed	Reg. Date	Owner of Record	Status
PROVIDENT	TMA942575	9/12/13	7/6/16	Provident Metals Corp.	Registered
PROVIDENT METALS	TMA942507	9/12/13	7/6/16	Provident Metals Corp.	Registered
ZOMBUCKS: CURRENCY OF THE APOCALYPSE	TMA950881	10/15/13	9/29/16	Provident Metals Corp.	Registered
ZOMBUCKS	TMA950868	10/15/13	9/29/16	Provident Metals Corp.	Registered

A. PATENTS

1. UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS:

Title	Serial/Patent No.	Application No.	Issue Date	Owner of Record
Provident Metals Corp – Container (Monster Box)	D729621	29469294	5/19/15	BX CORPORATION

TRADEMARK

REEL: 008203 FRAME: 0886

RECORDED: 09/20/2023