

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM155589

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|---|--|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Asset Marketing Services, LLC | | 02/26/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Pinehurst Coin Exchange, Inc. | | |
| Street Address: | 5 Trotter Hills Circle | | |
| City: | Pinehurst | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28374 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4425608 | CONFIDENCE. TRUST. RELIABILITY. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3104560808 | | |
| <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: | 3104560800 | | |
| Email: | doug@douglasfryelaw.com | | |
| Correspondent Name: | Mr. Douglas Frye | | |
| Address Line 1: | 24955 Pacific Coast Highway | | |
| Address Line 2: | Suite A201 | | |
| Address Line 4: | Malibu, CALIFORNIA 90265 | | |
| NAME OF SUBMITTER: | Douglas Frye | | |
| SIGNATURE: | Douglas Frye | | |
| DATE SIGNED: | 02/27/2024 | | |
| Total Attachments: 10 | | | |
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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Intellectual Property Assignment and Assumption Agreement (the “Assignment”) is entered into as of this 26th day February, 2024 (the “Effective Date”), by and between ASSET MARKETING SERVICES, LLC, a Delaware limited liability company (“Assignor”), and PINEHURST COIN EXCHANGE, INC., a North Carolina corporation (“Assignee”). Assignor and Assignee may be referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein have the meaning set forth in the Asset Purchase Agreement of even date herewith, by and between Assignor and Assignee (the “Purchase Agreement”).

1. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby assumes from Assignor, all of Assignor’s right, title, and interest in and to the Acquired Intellectual Property, including all Goodwill, and including, without limitation, as depicted or described on Exhibit A attached hereto and incorporated herein by this reference. To the extent set forth in the Purchase Agreement, Assignee assumes all obligations associated with the Acquired Intellectual Property.

2. Recording and Further Actions. The Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to process changes in assignment of trademarks to record Assignee as owner of the Trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Trademarks to the Assignee, its successors and assigns. The Assignor authorizes and requests the Assignee to take such action as may be required to cause the Assignee to be recorded as the assignee or transferee of the Domain Names and Trademarks, if any, and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may reasonably be requested and required to cause the Assignee to be recorded as the assignee, registrant or transferee of the Domain Names (including, without limitation, all actions required to allow the Assignee to register the Domain Names in the name of Assignee with the domain name registrar specified by the Assignee) and Trademarks.

3. Further Assurances. Each of the Parties, for themselves and each of their respective successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the Effective Date, and upon the reasonable request of the other Party to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and to sell, convey, assign, transfer, grant and deliver the Acquired Intellectual Property to Assignee.

4. Governing Law; Venue. This Assignment, the entire relationship of the Parties, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to principles of conflict of laws. In the event of any controversy or claim

arising out of related to this Assignment, each of the parties hereto irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts in Wilmington, Delaware, (ii) waives any objection which it may have at any time to the laying of venue of any action or proceeding brought in such court, and (iii) waives any claim that such action or proceeding has been brought in an inconvenient forum.

5. No Effect on Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein. Nothing contained in this Assignment shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail and control.

6. Amendment and Modification; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission, by pdf, or by other means of electronic signature, such as DocuSign, as mutually agreed by the parties) in two or more counterparts, each of which when executed shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same original instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or email with scan attachment shall be as effective as delivery of a manually executed counterpart of this Agreement.

8. Notices. Any notices required to be given by the Parties hereunder shall be provided in accordance with and shall be deemed effective pursuant to Section 8.2 of the Purchase Agreement.

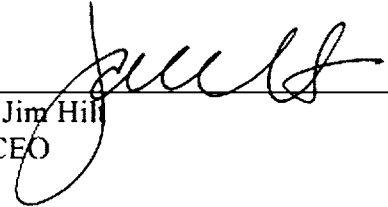
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

Asset Marketing Services, LLC,
a Delaware limited liability company

By: _____
Name: Jim Hill
Title: CEO



ASSIGNEE:

Pinehurst Coin Exchange, Inc.,
a North Carolina corporation

By: _____
Name: Vincent Wade
Title: President/CEO

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

Asset Marketing Services, LLC,
a Delaware limited liability company

By: _____
Name: Jim Hilt
Title: CEO

ASSIGNEE:

Pinehurst Coin Exchange, Inc.,
a North Carolina corporation


By:  _____
Name: Vincent Wade
Title: President/CEO

EXHIBIT A

SCHEDULE OF ACQUIRED INTELLECTUAL PROPERTY

Social Media:

1. Facebook: @ModernCoinMart (<https://www.facebook.com/ModernCoinMart/>)
2. Instagram: @moderncoinmart
3. Youtube: @moderncoinmart (<https://www.youtube.com/@ModernCoinMart>)
4. X (formerly Twitter): @moderncoinmart (<https://twitter.com/moderncoinmart>)
5. TikTok: @moderncoinmart

Trademarks:

| Mark | Owner | Reg. Date | Reg. No. | Country |
|---|----------------------------------|------------|----------|---------|
| Confidence. Trust. Reliability. | Asset Marketing Services, LLC | 10/29/2013 | 4425608 | USA |
|  | Asset Marketing Services, LLC | 7/8/2014 | 4562336 | USA |
| MCM | Asset Marketing Services, LLC | 9/1/2009 | 3675614 | USA |
| MODERNCOINMART | Asset Marketing Services, LLC | 9/18/2018 | 5565707 | USA |
| MODERNCOINMART | Asset Marketing Services, LLC | 10/22/2013 | 4420749 | USA |
| INFOVAULT | Asset Marketing Services, LLC | 9/8/2015 | 4806785 | USA |
| YOU WANT IT. WE HAVE IT | Asset Marketing Services, LLC | 7/1/2014 | 4560287 | USA |
| THE MODERN COIN SUPERSTORE | Asset Marketing Services, LLC | 1/30/2007 | 3204768 | USA |
| A Beautiful Investment | Asset Marketing Services, LLC | 5/15/2018 | 5470493 | USA |

| | | | | |
|---|-------------------------------|-----------|---------|-----|
|  | Asset Marketing Services, LLC | 8/1/2017 | 5254474 | USA |
| Smart Ship | Asset Marketing Services, LLC | 3/10/2020 | 6006720 | USA |
|  | Asset Marketing Services, LLC | 3/10/2020 | 6006733 | USA |
|  | Asset Marketing Services, LLC | 3/10/2020 | 6006738 | USA |
|  | Asset Marketing Services, LLC | 3/10/2020 | 6006740 | USA |
| MODERNCOINMART | Asset Marketing Services, LLC | 1/30/2007 | 3204769 | USA |
| moderncoinmart.com | Asset Marketing Services, LLC | 2/1/2022 | 6631712 | USA |

Trade Names:

1. Arizona Secretary of State Fictitious Name Filing No. 9220600 for Moderncoinmart.
2. Iowa Secretary of State Fictitious Name Business No. 665060 for Moderncoinmart.
3. Minnesota Secretary of State Assumed Name Business ID No. 1125623200025 for Moderncoinmart.
4. Minnesota Secretary of State Assumed Name Business ID No. 1125616200025 for MCM.
5. Nevada Secretary of State Fictitious Name FFN No. 202104281006718 for Moderncoinmart.
6. Ohio Secretary of State Fictitious Name File No. 4749093 for Moderncoinmart.
7. Texas Secretary of State Assumed Name File No. 804029419 for Moderncoinmart.

Domain Names:

| Domain Name | Registrar | Country | Owner | Registration Date |
|-------------------------|------------------|---------|-------------------------------|-------------------|
| GO2MCM.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/10/2012 |
| mcm-coins.com | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 5/22/2019 |
| MCMBULLION.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/25/2013 |
| MCMBULLION.XYZ | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/2/2015 |
| MCMCAST.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2012 |
| MCMCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/25/2012 |
| MCMCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/25/2012 |
| MCMCOINS.XYZ | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/2/2015 |
| MCMGOLD.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/30/2014 |
| MCMSILVER.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/30/2014 |
| MCMSTAR.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/25/2013 |
| MCMSTARBULLION.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/25/2013 |
| MCMWHOLESALE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/25/2012 |
| CERTIFIEDMODERNCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 1/15/2013 |
| JUSTMODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/3/2008 |
| MODERNCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/16/2012 |
| MODERNCOIN.TV | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/11/2011 |
| MODERNCOIN.XYZ | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/2/2015 |
| MODERNCOINAUCTION.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/18/2008 |
| MODERNCOINAUCTIONS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/18/2008 |
| MODERNCOINCAST.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2012 |
| MODERNCOINCHAT.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/8/2011 |
| MODERNCOINCITY.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/5/2012 |
| MODERNCOINCO.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/2/2012 |
| MODERNCOINCOMPANY.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/2/2012 |

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|---------------------------|------------------|----|-------------------------------|------------|
| MODERNCOINDEAL.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/29/2012 |
| MODERNCOINDEALS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/29/2012 |
| MODERNCOINDEPOT.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/20/2012 |
| MODERNCOINEXPERT.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 7/9/2014 |
| MODERNCOINFACTS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 5/9/2007 |
| MODERNCOINFART.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 4/10/2008 |
| MODERNCOINFORUM.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/8/2011 |
| MODERNCOINFORUMS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/8/2011 |
| MODERNCOINGROUP.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 1/31/2013 |
| MODERNCOININC.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/2/2012 |
| MODERNCOININFO.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/24/2007 |
| MODERNCOININFO.NET | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 12/19/2008 |
| MODERNCOINMAN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/5/2013 |
| MODERNCOINMARK.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 11/10/2012 |
| MODERNCOINMARKET.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2007 |
| MODERNCOINMARKETPLACE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/16/2013 |
| MODERNCOINMART.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 12/13/2005 |
| MODERNCOINMART.XXX | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/6/2012 |
| MODERNCOINMART.XYZ | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/2/2015 |
| MODERNCOINMARTTV.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/1/2011 |
| MODERNCOINNEWS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 1/20/2008 |
| MODERNCOINPRICES.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2007 |
| MODERNCOINRADIO.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2012 |
| MODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| MODERNCOINS.EXPERT | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 7/9/2014 |
| MODERNCOINS.NET | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 12/19/2008 |
| MODERNCOINS.TV | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 1/4/2013 |

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|-------------------------|------------------|----|-------------------------------|------------|
| MODERNCOINS.XXX | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/10/2011 |
| MODERNCOINS.XYZ | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/2/2015 |
| moderncoinsdirect.com | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/14/2016 |
| MODERNCOINSHOP.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| MODERNCOINSTORE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |
| MODERNCOINTOWN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |
| MODERNCOINTOWNE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |
| MODERNCOINTV.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/1/2011 |
| MODERNCOINTV.TV | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/11/2011 |
| MODERNCOINTV.XXX | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 10/10/2011 |
| MODERNCOINUNIVERSE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 12/18/2013 |
| MODERNCOINUSA.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |
| MODERNCOINWHOLESALE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/23/2012 |
| MODERNCOINWHOLESALE.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/23/2012 |
| moderncollectible.com | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 4/14/2021 |
| moderncollectibles.com | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 4/14/2021 |
| MODERNCOMMEMS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/3/2008 |
| MODERNGOLDMART.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/25/2012 |
| MODERNSILVERMART.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/25/2012 |
| NGCMODERN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| NGCMODERNCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| NGCMODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2007 |
| NGCMODERNS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| ONLYMODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/3/2008 |
| ONLYMODERNS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 6/3/2008 |
| PCGSMODERN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2007 |
| PCGSMODERNCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |

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|----------------------|------------------|----|-------------------------------|-----------|
| PCGSMODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 3/19/2008 |
| PCGSMODERNS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 8/27/2007 |
| TOP50MODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 5/18/2012 |
| USAMODERNCOIN.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |
| USAMODERNCOINS.COM | GoDaddy.com, LLC | US | Asset Marketing Services, LLC | 9/7/2012 |

Toll-Free Numbers:

| Toll Free Number | Avaya Line Display |
|------------------|------------------------|
| 8003629004 | MCM Main 800-362-9004 |
| 8004733108 | MCM-(FL) Emails |
| 8443332646 | MCM-Burnsville Pkg Ins |
| 8882017117 | MCM-(FL) Print |
| 8882017664 | MCM-(FL) Referrals |
| 8882017665 | MCM (FL)- Paid |
| 8885178555 | OB MCM-Premier Catalog |

Other:

1. MCM Business Confidential Information, including the MCM Business Records
2. The Website: accessible utilizing the following URL:
<https://www.moderncoinmart.com/>
3. The customer service email account: mcmsupport@modercoinmart.com