

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM155658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asset Marketing Services, LLC		02/26/2024	Limited Liability Company: CALIFORNIA
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: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4562336	MCM	
Registration Number:	3675614	MCM	
Registration Number:	5565707	MODERNCOINMART	
Registration Number:	4420749	MODERNCOINMART	
Registration Number:	4806785	INFOVAULT	
Registration Number:	4560287	YOU WANT IT. WE HAVE IT.	
Registration Number:	3204768	THE MODERN COIN SUPERSTORE	
Registration Number:	5470493	A BEAUTIFUL INVESTMENT	
Registration Number:	5254474	MCM MODERNCOINMART CONFIDENCE. TRUST. RELIABILITY.	
Registration Number:	6006720	SMART SHIP	
Registration Number:	6006733		
Registration Number:	6006738	FAST & FREE SMART SHIP	
Registration Number:	6006740	SMART SHIP FAST & FREE	
Registration Number:	3204769	MODERNCOINMART	
Registration Number:	6631712	MODERNCOINMART.COM	
CORRESPONDENCE DATA			

OP \$390.00.00 85893756

Fax Number: 3104560808

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: 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: Maliby, CALIFORNIA 90265

NAME OF SUBMITTER:	Douglas Frye
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SIGNATURE:	Douglas Frye
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DATE SIGNED:	02/27/2024
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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.

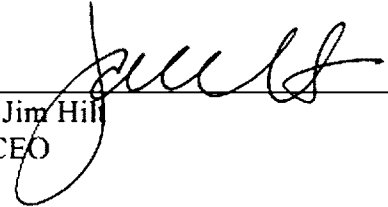
[SIGNATURE PAGE FOLLOWS]

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

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

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

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