

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GREEN BULLION FINANCIAL SERVICES, LLC		10/26/2010	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

Name:	MANGROVE III US INVESTMENTS LLC, as collateral agent
Street Address:	c/o Corporation Trust Company, 1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3820276	
Serial Number:	77592468	AUTHENTIC CASH4GOLD SITE
Serial Number:	77977759	AUTHENTIC CASH4GOLD SITE
Serial Number:	77659018	CASH4GOLD
Serial Number:	77978504	CASH4GOLD
Serial Number:	77658958	CASH4GOLD
Serial Number:	77978446	CASH4GOLD
Serial Number:	77798614	CASH4GOLD.COM
Serial Number:	77615629	GREEN BULLION FINANCIAL SERVICES, LLC
Serial Number:	77817338	HAIRMAJESTY
Serial Number:	77956178	HAIRMAJESTY
Serial Number:	77592301	OFFICIAL CASH4GOLD SITE
Serial Number:	77977644	OFFICIAL CASH4GOLD SITE
Serial Number:	77592427	ORIGINAL CASH4GOLD SITE

CH \$465.00 3820276

Serial Number:	77977780	ORIGINAL CASH4GOLD SITE
Serial Number:	77658955	THE ESTATE BUYER
Registration Number:	3656152	US GOLD NETWORK
Registration Number:	3658048	WE'RE MELTING GOLD BABY

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-856-8145  
Email: ip@brownrudnick.com  
Correspondent Name: Mark S. Leonardo  
Address Line 1: One Financial Center  
Address Line 2: Brown Rudnick LLP  
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	25191/33
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	10/28/2010

**Total Attachments: 21**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 26, 2010, is by and between GREEN BULLION FINANCIAL SERVICES, LLC (the "Debtor") and MANGROVE III US INVESTMENTS LLC (together with its successors and assigns, "Mangrove"), as collateral agent (in such capacity, together with its successors and assigns, the "Enforcement Agent") for the benefit of the various individuals and financial institutions party from time to time as "Creditors" to that certain Intercreditor Agreement and Enforcement Agent Agreement (as amended, restated, or otherwise modified from time to time, the "Intercreditor Agreement") dated as of October 26, 2010 by and among Mangrove, MR. JEFFERY ARONSON (together with its successors and assigns, "Aronson"), the other Creditors party thereto from time to time, and the Debtor. The Enforcement Agent and the Creditors, and their respective successors and assigns, herein collectively referred to from time to time as the "Secured Parties."

WITNESSETH:

WHEREAS, Debtor has issued (i) the Mangrove Note, dated as of September 17, 2010, in favor of Mangrove in the maximum aggregate principal face amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) pursuant to which Mangrove has agreed, subject to the terms and conditions of the Mangrove Credit Documents, to make Mangrove Advances in an aggregate principal amount outstanding at any time not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) and (ii) the Aronson Note, dated as of September 17, 2010, in favor of Aronson in the maximum aggregate principal face amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) pursuant to which Aronson has agreed, subject to the terms and conditions of the Aronson Credit Documents, to make Mangrove Advances in an aggregate principal amount outstanding at any time not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000); and

WHEREAS, Debtor may issue additional Secured Convertible Notes, in form and substance substantially similar to the Mangrove and Aronson Notes, to the other holders of membership interests of Debtor, subject to the terms and conditions of the Intercreditor Agreement and grant "Security Interests" to secure its obligations thereunder; and

WHEREAS, in order to secure its obligations to the Creditors under the Credit Documents, the Debtor has agreed to execute and deliver this Agreement; and

WHEREAS, the obligations of the Secured Parties to perform under the Credit Documents and to make advances to the Debtor pursuant to the terms thereof are subject to the condition, among others, that the Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described; and

WHEREAS, the Debtor is the owner of the Intellectual Property (as defined herein) which on the schedules attached hereto is designated as being owned by the Debtor.

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Documents and make advances to the Debtor pursuant to the terms thereof and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Intercreditor Agreement. For the purposes of this Agreement, the following capitalized terms used herein shall have the following meanings:

1.1. The term “Trademarks” shall mean all trademarks, service marks, common law trademarks and trade names owned by or assigned to the Debtor, including without limitation the registrations, applications, unregistered trademarks, and service marks set forth on Schedule 1.1 attached hereto, together with all federal and state trademark registrations and applications made by the Debtor ; whether now owned or hereafter acquired, along with any and all (1) renewals of all of the foregoing, (2) income, royalties, damages and payments now due and hereafter due and/or payable with respect thereto, including without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) foreign trademarks, trademark registrations, and trade name applications for any thereof, and any other rights corresponding thereto throughout the world, together with the entire goodwill of the business and products symbolized by the Trademarks of the Debtor, but specifically excluding all intent to use trademark registration applications filed by the Debtor.

1.2. The term “Patents” shall mean all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Schedule 1.2 hereto ; whether now owned or hereafter acquired, along with any and all (1) renewals of all of the foregoing, (2) income, royalties, damages and payments now due and hereafter due and/or payable with respect thereto, including without limitation, damages, claims and payments for past or future infringements thereof, and (3) rights to sue for past, present and future infringements thereof.

1.3. The term “License Agreements” shall mean the entire right, title and interest of the Debtor in, to and under all exclusive and nonexclusive license agreements which relate to any or all of the Trademarks, Patents or Trade Secrets (as defined below), whether the Debtor is licensor or licensee, with respect to any such items owned by third parties; whether now owned or hereafter acquired and all payments or other proceeds therefrom, including without limitation the License Agreements set forth on Schedule 1.3 hereto.

1.4 The term “Trade Secrets” shall mean all information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes that: (a) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) are the subject of efforts that are reasonable under the circumstances to maintain its secrecy, whether now owned or hereafter acquired, or as to which the Debtor has any right or claim, and all proceeds and products thereof.

2. Grant. As security for the prompt and complete payment and performance of the Obligations, the Debtor hereby grants to the Enforcement Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the Debtor’s right, title and interest in, to an under all intellectual property of the Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the “Intellectual Property Collateral”):

(a) All of the Debtor’s right, title and interest in the Trademarks, Patents, License Agreements, Trade Secrets and copyrights, including the copyright registrations identified on Schedule 1.4, and all amendments, extensions, or renewals thereof;

(b) The entire goodwill of the Debtor's business and other general intangibles (including know-how, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Trademarks of the Debtor;

(c) All proceeds and products of any of the foregoing (including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto), all tangible property owned by the Debtor embodying any of the foregoing, and the right to sue for past, present or future infringements and all rights corresponding thereto.

Prior to or simultaneously with the grant of the security interest hereunder, pursuant to the Credit Documents, the Debtor has granted to the Creditors a security interest in all of its accounts receivable, inventory, equipment, websites and domain names, and general intangibles which comprise the goodwill of the Debtor. It is the intent of the Debtor to grant the lien hereunder with a lien on the goodwill of the Debtor.

3. This Agreement is intended to create a security interest in the Intellectual Property Collateral for collateral purposes only and not as a current assignment. Unless and until an Event of Default occurs under the Intercreditor Agreement or any other Credit Document, the Debtor shall continue to have the sole right to (i) own and utilize such Intellectual Property Collateral in the ordinary course of business, and (ii) except as otherwise provided herein, control the nature and quality of the goods sold and the services rendered under the Intellectual Property Collateral, provided that the rights under (i) and (ii) are exercised in the ordinary course of business and consistent with past practice [or as determined by the Debtor, in its sole and absolute discretion, as in the best interests of the Debtor and its business]. The Debtor covenants and agrees that until all of the Obligations are paid in full in accordance with the terms of the Credit Documents, the Debtor will not enter into any agreement which is inconsistent with or which may materially or adversely affect the Debtor's Obligations or Intellectual Property Collateral, or the Secured Parties' rights under this Agreement, provided, however, that the foregoing restrictions shall not be interpreted as prohibiting the Debtor from entering into license agreements, settlement agreements or other agreements on an arms' length basis, subject to the security interest granted herein, pursuant to which the Debtor grants to third parties rights or resolves claims with respect to the Debtor's Intellectual Property Collateral as part of the Debtor's conduct of its business in the ordinary course, or from abandoning patent applications for inventions determined to not have a reasonable chance of being granted valid and enforceable patent protection at all or having a scope of patent rights worth pursuing, based on a commercially reasonable good faith determination of the Company with advice of its counsel, or from abandoning applications or registrations for trademarks or copyrights that have received a final rejection or other adverse ruling from the United States Patent and Trademark Office, or the U.S. Copyright Office or a court of competent jurisdiction, or from abandoning or foregoing enforcement of any Intellectual Property Collateral no longer used by the Company, or no longer of value to the Company, or otherwise determined by the Company to be in its best interest to abandon or forego enforcement of, said determination made on a commercially reasonable good faith basis (all of the foregoing actions are hereinafter collectively referred to as "Permitted Actions"). .

4. The Debtor represents and warrants to the Secured Parties as follows:

(a) The Debtor is, and, as to the Intellectual Property Collateral acquired by it from time to time after the date hereof, the Debtor will be, except as indicated on the schedules attached hereto, the true and lawful owner, in whole or in part of or, as applicable, a licensee of all Intellectual Property Collateral owned by or licensed to the Debtor ;

(b) Except as disclosed in Schedule 4(b) of this Agreement, the Intellectual Property Collateral is free from all liens, security interests, claims and encumbrances except those in favor of the Secured Parties or those disclosed in or permitted by the Credit Documents;

(c) Except as granted to the Secured Parties or as disclosed in or permitted by the Credit Documents, the Debtor has granted no other security interests in its Intellectual Property Collateral that are currently outstanding;

(d) Except as disclosed on Schedule 1.1 or Schedule 1.2 of this Agreement, all of the applications filed by the Debtor for the Trademarks and Patents listed thereon have been duly and properly filed or issued/registered, as applicable, with the United States Patent and Trademark Office and all of the applications and registrations for Trademarks and Patents listed on such schedules are owned of record or beneficially by the Debtor;

(e) Except as disclosed on Schedule 4(e) of this Agreement, no part of the Intellectual Property Collateral has been adjudicated by a court of competent jurisdiction as invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(f) The Trademarks of the Debtor listed on Schedule 1.1 of this Agreement continue to be used by the Debtor and have not been abandoned;

(g) Except as disclosed on Schedule 4(g) of this Agreement, no claim of infringement has been brought or, to the best of the Debtor's knowledge, is threatened against the Debtor with respect to any of the Intellectual Property Collateral;

(h) To its best knowledge, all information heretofore, herein or hereafter supplied to Agent or any Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects; and

(i) The Debtor is not aware of any event or circumstance that would prevent this Agreement from creating, in favor of Agent, for itself and as agent for the Lenders, a valid and perfected first priority security interest in the United States with respect to the United States registrations and applications forming part of the Intellectual Property Collateral currently owned by the Debtor or acquired by the Debtor while this Agreement is in effect securing the payment and performance of the Obligations, assuming the validity and enforceability of the Obligations and other documents related thereto, and assuming that all necessary Uniform Commercial Code, United States Copyright Office and United States Patent and Trademark Office filings and recordals are made in a proper and timely manner, and that any other required filings or recordals are made in a timely manner and at the appropriate office or agency, and all required filing or recording fees are paid and any other actions required to be taken to perfect the security interest granted hereby are taken prior to any third party obtaining any security interest, lien or other similar encumbrance with respect to the Intellectual Property Collateral having priority over the security interest granted hereunder.

5. The Debtor hereby covenants to the Secured Parties as follows:

(a) The Debtor will not sell, license, transfer, pledge, assign or otherwise dispose of any Intellectual Property Collateral or any interest therein other than licensing the Intellectual Property Collateral in the ordinary course of Debtor's business, which licenses will be subject to the security interest granted to the Enforcement Agent hereunder, nor will the Debtor create, incur or permit to exist any lien, charge, encumbrance or security interest with respect to any Intellectual Property Collateral except as to nonexclusive licenses granted in connection with marketing or administration of the Debtor's

business and as permitted under the Credit Documents or otherwise consented to in writing by the Secured Parties, it being expressly understood that the Debtor shall not sell or otherwise dispose of all or substantially all of the Intellectual Property Collateral without the written consent of each of the Secured Parties;

(b) The Debtor will furnish to the Enforcement Agent, from time to time, statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports and information in connection with the Intellectual Property Collateral as the Enforcement Agent may reasonably request;

(c) The Debtor will promptly notify the Enforcement Agent, in writing, (i) that any material item of the Intellectual Property Collateral may have become abandoned (notwithstanding the prohibition set forth in subsection (i) below), (ii) of any adverse claim (of infringement or otherwise), determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Intellectual Property Collateral, and (iii) of any default, or any occurrence which with the giving of notice or the passing of time, or both, would constitute a default, under any of the License Agreements;

(d) The Debtor will promptly pay when due all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the applications and registrations for the Intellectual Property Collateral and other governmental charges with respect to the Intellectual Property Collateral;

(e) Upon obtaining knowledge thereof, the Debtor will promptly notify the Enforcement Agent of any event which may be expected to cause a material loss or diminution in value of all or any part of its Intellectual Property Collateral or the ability of the Debtor or the Enforcement Agent to dispose of the Intellectual Property Collateral or any portion thereof or the rights and remedies of the Enforcement Agent or the Secured Parties in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof;

(f) The Debtor will use consistent standards of quality in its publication and sale of products or services sold under the Intellectual Property Collateral;

(g) The Debtor will not use any item of the Intellectual Property Collateral in violation of any statute, ordinance or other provision of law, the violation of which could have a material adverse effect on the business of the Debtor;

(h) The Debtor will not take any action in connection with the Intellectual Property Collateral that is intended to or would materially impair the value of the interest or rights thereunder of the Debtor, the Enforcement Agent or the Secured Parties, provided, however, that this shall not be interpreted as prohibiting the Debtor's taking of the Permitted Actions;

(i) The Debtor will not abandon any of the Intellectual Property Collateral or any registration or application therefor without the prior written consent of the Secured Parties and will maintain and protect all registrations of the Trademarks by timely filing, when required by law, all declarations of continued use, incontestability and renewal, provided, however, that this shall not be interpreted as prohibiting the Debtor's taking of the Permitted Actions ; and

(j) The Debtor will diligently pursue any infringement claims it may now or hereafter have with respect to the Intellectual Property Collateral unless the Debtor determines in its sole

and absolute discretion, that pursuit of such claims is not in the best interests of the Debtor and its business and/or it does not have the financial resources to pursue such claims..

6. With respect to any Trademark or Patent which the Debtor subsequently registers with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, or the Debtor shall obtain rights to any new Intellectual Property, the Debtor undertakes to promptly provide the Enforcement Agent with written notice thereof and evidence of such application and/or registration to the Enforcement Agent and its counsel. Those Trademarks and Patents so registered by the Debtor in the future are deemed to be described in Schedules 1.1 and 1.2 hereto, and the Enforcement Agent may record this Agreement against each such item and in connection with any such changes. The Debtor shall cooperate with the Enforcement Agent in modifying Schedules 1.1, 1.2 and 1.3, as applicable. The Debtor agrees that it will join with the Enforcement Agent in executing and, at its own expense, will file and refile, or permit the Enforcement Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and appropriate state trademark offices), as the Enforcement Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Enforcement Agent for the benefit of the Secured Parties hereunder. The Debtor hereby authorizes the Enforcement Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of the Debtor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Enforcement Agent such additional assignments, agreements, powers and instruments, as the Enforcement Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Enforcement Agent its respective rights, powers and remedies hereunder. The Debtor shall, upon the request of the Enforcement Agent, and hereby authorizes the Enforcement Agent to, take any and all such actions as may be deemed necessary by the Enforcement Agent to perfect and preserve the rights and interests granted to the Enforcement Agent for the benefit of the Secured Parties with respect to the Intellectual Property Collateral wherever located. All of the foregoing shall be at the sole cost and expense of the Debtor. This Paragraph is not intended to cover any intent to use trademark registration applications filed by the Debtor.

7. The Debtor shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Intercreditor Agreement (herein called "Events of Default").

8. Upon the occurrence and during the continuation of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Code, as amended, or other applicable law of Florida or any other jurisdiction, state or federal;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the other Credit Documents, or in any other agreement, document or instrument pertaining to the Obligations.

Any and all of the foregoing rights and remedies may be exercised by the Enforcement Agent simultaneously or consecutively, against or in respect of the Debtor all of which rights and remedies shall, to the fullest extent permitted by law, be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. The Debtor hereby acknowledges and agrees that the Enforcement Agent is not required to exercise all remedies and rights available to it equally with respect to all of the Intellectual Property Collateral and that the Enforcement



Agent may select less than all of the Intellectual Property Collateral with respect to which the remedies as determined by the Enforcement Agent may be exercised. The Debtor understands that the Intellectual Property Collateral may decline in value in the event that the business of the Debtor is not continued.

Upon the occurrence and during the continuance of any Event of Default, in addition to any rights obtaining under law and hereunder, the Enforcement Agent shall have the right to sell, assign and transfer all or any part of the Debtor's respective right, title and interest in and to the Intellectual Property Collateral, and the goodwill of the Debtor's businesses and products symbolized by and connected with the Intellectual Property Collateral. In the event of the occurrence of an Event of Default, the Debtor hereby authorizes and empowers the Enforcement Agent to make, constitute and appoint any agent of the Enforcement Agent as the Enforcement Agent may select, in its exclusive discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all assignment documents, applications, documents, papers and instruments necessary for the Enforcement Agent to use, grant, license or assign or otherwise transfer title in the Intellectual Property Collateral to any Person with any related goodwill. This power-of-attorney shall be irrevocable for the life of this Agreement.

9. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Enforcement Agent pursuant to this Agreement and the exercise of any right or remedy by the Enforcement Agent hereunder, in each case, with respect to the Intellectual Property Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement with respect to the Intellectual Property Collateral, the terms of the Intercreditor Agreement shall govern and control.

10. The Debtor will defend at its own cost and expense any action, claim or proceeding materially affecting the interest of the Enforcement Agent in the Intellectual Property Collateral. The Debtor will take all actions deemed reasonably necessary with respect to Intellectual Property Collateral that is determined by the Debtor, in its sole and absolute discretion, to be necessary for the successful conduct of the Debtor's business, to enforce its rights in, and the validity of, such Intellectual Property Collateral, provided that Debtor shall not take or omit any action that could reasonably result in a material impairment of the Intellectual Property Collateral or the Enforcement Agent's security interest hereunder, provided further, however, that this shall not be interpreted as prohibiting the Debtor's taking of the Permitted Actions.

11. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to in the Credit Documents or herein. Except as provided in Paragraph 6 hereof, this Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought.

12. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13. No remedy or right herein conferred upon, or reserved to, the Enforcement Agent is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, and now or hereafter existing at law or in equity.

14. No delay or omission by the Enforcement Agent to exercise any remedy or right accruing upon an Event of Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

15. When all of the Obligations have been paid in full and have been terminated and the Commitments of the Secured Parties to make any advances under the Credit Documents have terminated or expired, this Agreement and the security interest in the Intellectual Property created hereby shall terminate. In such event, the Enforcement Agent agrees to execute appropriate releases of liens on the Intellectual Property upon the request of the Debtor and at the Debtor's expense. No waiver by the Enforcement Agent or by any other holder of Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by any Secured Party of all or any of the Obligations held by it in accordance with the provisions of the Intercreditor Agreement, any such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of a Secured Party hereunder. Notwithstanding the provisions of this Paragraph 15, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Enforcement Agent in respect of the Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the occurrence of an Insolvency Event with respect to the Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Debtor or any substantial part of any of its properties, or otherwise, all as though such payments had not been made.

16. This Agreement shall be binding upon the successors or assigns of the Debtor and shall inure to the benefit of and be enforceable by the successors or assigns of the Secured Parties.

17. The Debtor will at its expense, execute, deliver, file and record (in such manner and form as the Enforcement Agent may at any time require) any financing statements, any carbon, photographic or other reproduction of a financing statement or this Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other documents that may be reasonably necessary or desirable, or that the Enforcement Agent may request, in order to create, pursue, perfect or validate its interest in the Intellectual Property Collateral or to enable the Enforcement Agent to exercise and enforce its rights hereunder with respect to any of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Debtor will execute and file such short form of Grant of Security Interest with respect to the Trademarks as the Enforcement Agent may request, such assignments to be in form and substance satisfactory to the Enforcement Agent. To the extent permitted by applicable law, the Enforcement Agent is hereby appointed by the Debtor as its attorney-in-fact, irrevocably, to do any and all acts and things which the Enforcement Agent may reasonably deem necessary to perfect and continue perfected the security interest hereby created including, without limitation, the execution on behalf of the Debtor of any financing or continuation statement with respect to the security interest created hereby.

18. This Agreement shall be governed by and construed in all respects under the laws of the State of Florida, without reference to its conflict of laws rules or principles. Any suit, action, proceeding or litigation arising out of or relating to this Agreement may be brought and prosecuted in such federal or state court or courts located within the State of Florida in and for Broward County. The parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of each such court or courts located within the State of Florida and to service of process by registered or certified mail, return receipt requested, or by any other manner provided by applicable law, and hereby irrevocably and unconditionally waive any right to claim that any suit, action, proceeding or litigation so commenced has been commenced in an inconvenient forum.

19. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN CONNECTION WITH THE OBLIGATIONS OF SUCH PARTY HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO RELATED TO THE OBLIGATIONS HEREUNDER OR ANY OF THEM WITH RESPECT TO SUCH OBLIGATION, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Debtor hereby acknowledges that the Obligations are secured by the Intellectual Property Collateral and expressly waives any defenses or benefits available to Debtor as a result of the exercise by the Enforcement Agent, for the benefit of the other Secured Parties, of non-judicial or judicial remedies against Debtor or any other Person. The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the Enforcement Agent's rights hereunder or in connection with any Obligations or any Intellectual Property Collateral. No delay or omission on the part of the Enforcement Agent in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. THE DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF FLORIDA, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE INTELLECTUAL PROPERTY COLLATERAL MAY BE LOCATED OR WHICH MAY GOVERN THE INTELLECTUAL PROPERTY COLLATERAL, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ENFORCEMENT AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. The Debtor's waivers under this Paragraph 20 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

21. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Intercreditor Agreement.

22. This Agreement is entitled to the benefits of any documents now or hereafter issued in connection with the indebtedness secured hereunder, including, without limitation, the Credit Documents, which documents may be amended, modified or substituted without affecting the validity of this Agreement.

23. This Agreement may be recorded by the Enforcement Agent in the United States Patent and Trademark Office and any such other offices as the Enforcement Agent may determine.

24. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

25. Replacement of Enforcement Agent. Pursuant to the terms of Section 4 of the Intercreditor Agreement, so long as there is no Event of Default under the Credit Documents other than an Event of Default that would be completely cured by such Advance, in the event that Mangrove fails to make an Advance when required pursuant to the Mangrove Credit Documents, Mangrove shall immediately cease to be, and shall be deemed to have resigned, effective immediately, as the Enforcement Agent and Aronson shall become the Enforcement Agent for all purposes of this Agreement.

*[Signature Pages Follow]*

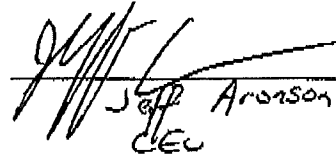
#1776107

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

**DEBTOR:**

**GREEN BULLION FINANCIAL SERVICES, LLC**

By:  
Name:  
Title:

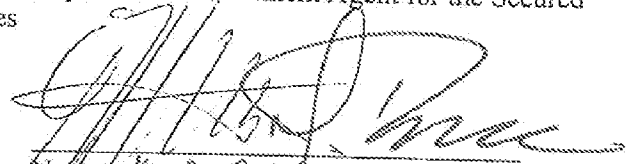
  
\_\_\_\_\_  
Jeff Aronson  
CEO

*[Signature Page to IP Security Agreement]*


ENFORCEMENT AGENT:

MANGROVE III US INVESTMENTS LLC,  
individually and as Enforcement Agent for the Secured  
Parties

By:



Name: F. J. SCHMITZ K. TLUSZC  
Title: DIRECTORS

<u>Schedule 1.1</u> <u>Trademarks</u> A. <u>U.S. Trademark</u> <u>Applications/Registrations</u> <u>MARK</u>	<u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u>	<u>CLASS GOODS/SERVICES</u>	<u>STATUS</u>	<u>Owner</u>
 Ring of Fire motion mark	Filed: 4/3/2009 SN: 77705953 RN: 3820276	scrap dealership in the field of scrap gold, silver, and platinum (Class 35)	<b>REGISTERED</b> 7/20/2010 Affidavit of Use due 7/20/2015 – 7/20/2016  Renewal due 7/20/2019 – 7/20/2020	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>AUTHENTIC</b> <b>CASH4GOLD SITE</b>	Filed: 10/14/2008 SN: 77592468	scrap dealerships in the field of scrap gold, silver and platinum (Class 35)  ITU	<b>PENDING</b>  Suspended* 3/23/2010; 9/25/10	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>AUTHENTIC</b> <b>CASH4GOLD SITE</b>	Filed: 10/14/2008 SN: 77977759	precious metal refining (Class 40)  ITU	<b>PENDING</b>  Published 4/27/2010  Opposition filed 6/25/2010 by Joseph R. Candella, Connecticut Gold Buyers, LLC+	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069

<p><u>Schedule 1.1</u> <u>Trademarks</u> A. U.S. Trademark Applications/Registrations <u>MARK</u></p>	<p><u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u></p>	<p><u>CLASS GOODS/SERVICES</u></p>	<p><u>STATUS</u></p>	<p><u>Owner</u></p>
<p><b>CASH4GOLD</b></p>	<p>Filed: 1/29/2009 SN: 77659018</p>	<p>scrap dealership, namely, purchase of gold, silver and platinum (Class 35)  Use-based</p>	<p><b>PENDING</b>  Suspended* 1/6/2010; 7/14/2010</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>
<p><b>CASH4GOLD</b></p>	<p>Filed: 1/29/2009 SN: 77978504</p>	<p>precious metal refining services (Class 40)  Use-based</p>	<p><b>PENDING</b>  Suspended* 1/6/2010; 7/13/2010</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>
<p><b>CASH4GOLD</b></p>	<p>Filed: 1/29/2009 SN: 77658958</p>	<p>scrap dealership, namely, purchase of gold, silver and platinum (Class 35)  Use-based</p>	<p><b>PENDING</b>  Suspended* 1/6/2010; 7/14/2010</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>
<p><b>CASH4GOLD</b></p>	<p>Filed: 1/29/2009 SN: 77978446</p>	<p>precious metal refining services (Class 40)  Use-based</p>	<p><b>PENDING</b>  Suspended* 1/6/2010; 7/13/2010</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>



<u>Schedule 1.1</u> <u>Trademarks</u> A. <u>U.S. Trademark</u> <u>Applications/Registrations</u> <u>MARK</u>	<u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u>	<u>CLASS GOODS/SERVICES</u>	<u>STATUS</u>	<u>Owner</u>
<b>CASH4GOLD.COM</b>	Filed: 8/6/2009 SN: 77798614	precious metal recycling and refining services (Class 40)  Use-based	<b>PENDING</b> Response to Office Action due 12/3/2010	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>GREEN BULLION</b> <b>FINANCIAL SERVICES,</b> <b>LLC</b>	Filed: 11/17/2008 SN: 77615629	scrap dealerships, namely, providing a service where consumers can sell scrap and unwanted gold, silver, platinum, jewelry and watches in return for monetary value (Class 35); and  precious metal refining services (Class 40)  1 <sup>st</sup> extension filed 6/22/2010, accepted 6/22/2010  ITU	<b>PENDING</b> 12/22/2009 Notice of Allowance  Statement of Use or 2nd extension due 12/22/2010	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069

<u>Schedule 1.1</u> <u>Trademarks</u> A. U.S. Trademark Applications/Registrations <u>MARK</u>	<u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u>	<u>CLASS GOODS/SERVICES</u>	<u>STATUS</u>	<u>Owner</u>
<b>HAIRMAJESTY</b>	Filed: 9/1/2009 SN: 77817338	hair bleaches; hair bleaching preparations; hair care creams; hair care lotions; hair care preparations; hair cleaning preparations; hair conditioners; hair creams; hair curling preparations; hair gels; hair glaze; hair lotions; hair mousses; hair nourishers; hair pomades; hair relaxers; hair relaxing preparations; hair removing cream; hair rinses; hair shampoos and conditioners; hair sprays and hair gels; hair straightening preparations; hair styling fixative in the nature of hair wax; hair styling gel; hair styling preparations; hair styling spray; hair tonics; hair waving lotion; hair waving preparations; hair wax (Class 3)  ITU	<b>PENDING</b>  6/29/2010 Notice of Allowance  Statement of Use or 1 <sup>st</sup> extension due 12/29/2010	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069

<p><u>Schedule 1.1</u> <u>Trademarks</u> A. <u>U.S. Trademark</u> <u>Applications/Registrations</u> <u>MARK</u></p>	<p><u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u></p>	<p><u>CLASS GOODS/SERVICES</u></p>	<p><u>STATUS</u></p>	<p><u>Owner</u></p>
<p><b>HAIRMAJESTY</b></p>	<p>Filed: 3/11/2010 SN: 77956178</p>	<p>electric hair curling irons; electric hair straightening irons; electric hand-held hair styling irons; electric irons for styling hair (Class 9); and  hair dryers; hand-held electric hair dryers; electric blow dryers for hair (Class 11)  ITU</p>	<p><b>PENDING</b>  9/28/2010 Notice of Allowance  Statement of Use or 1<sup>st</sup> extension due 3/28/2011</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>
<p><b>OFFICIAL CASH4GOLD SITE</b></p>	<p>Filed: 10/14/2008 SN: 77592301</p>	<p>scrap dealerships in the field of scrap gold, silver and platinum (Class 35)  Use-based</p>	<p><b>PENDING</b>  Suspended* 3/17/2010</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>
<p><b>OFFICIAL CASH4GOLD SITE</b></p>	<p>Filed: 10/14/2008 SN: 77977644</p>	<p>precious metal refining (Class 40)  Use-based</p>	<p><b>PENDING</b>  Published 4/27/2010  Opposition filed 6/25/2010 by Joseph R. Candella, Connecticut Gold Buyers, LLC+</p>	<p>Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069</p>

<u>Schedule 1.1</u> <u>Trademarks</u> A. <u>U.S. Trademark</u> <u>Applications/Registrations</u> <u>MARK</u>	<u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u>	<u>CLASS GOODS/SERVICES</u>	<u>STATUS</u>	<u>Owner</u>
<b>ORIGINAL CASH4GOLD</b> <b>SITE</b>	Filed: 10/14/2008 SN: 77592427	scrap dealerships in the field of scrap gold, silver and platinum (Class 35)  ITU	<b>PENDING</b>  Suspended* 4/30/2010	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>ORIGINAL CASH4GOLD</b> <b>SITE</b>	Filed: 10/14/2008 SN: 77977780	precious metal refining (Class 40)  ITU	<b>PENDING</b>  Opposition filed 7/14/2010 by Joseph R. Candella, Connecticut Gold Buyers, LLC+	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>THE ESTATE BUYER</b>	Filed: 1/29/2009 SN: 77658955	operating a procurement service to obtain customers' jewelry and watches in return for monetary value (Class 35)  Use-based	<b>PENDING</b>  Response to office action due 12/8/2010	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069

<u>Schedule 1.1</u> <u>Trademarks</u> A. <u>U.S. Trademark</u> <u>Applications/Registrations</u> <u>MARK</u>	<u>SERIAL NO.</u> <u>REGISTRATION</u> <u>NO.</u>	<u>CLASS GOODS/SERVICES</u>	<u>STATUS</u>	<u>Owner</u>
<b>US GOLD NETWORK</b>	Filed: 12/19/2008 SN: 77636510 RN: 3656152	dealership in the nature of buying scrap gold, platinum and silver from consumers nationwide; coordinating the collection of unwanted scrap gold, dental gold, platinum and fine jewelry metals of others via a world wide computer network (Class 35)  Assigned by Arch Stanton, LLC to Green Bullion Financial Services, LLC on March 10, 2010 and recorded on March 19, 2010	<b>REGISTERED</b> 7/14/2009  Supplemental Register  Section 8 Affidavit of Use due 7/14/2014 – 7/14/2015  Renewal due 7/14/2018 – 7/14/2019	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069
<b>WE'RE MELTING</b> <b>GOLD BABY</b>	Filed: 2/19/2009 SN: 77673729 RN: 3658048	scrap dealership, namely, purchase of gold, silver and platinum (Class 35), and  precious metal refining services (Class 40)	<b>REGISTERED</b> 7/21/2009  Affidavit of Use due 7/21/2014 – 7/21/2015  Renewal due 7/21/2018 – 7/21/2019	Green Bullion Financial Services, LLC (FL) 2800 Gateway Dr. Pompano Beach, FL 33069

**Schedule 1.2-Patent Applications**

1. U.S. Provisional Patent Application Ser. No. 61/348,972 filed 5/27/10 for "Kiosk Based Jewelry Depository."  
Assigned to Green Bullion Financial Services, LLC on 5/26/10.

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**Schedule 1.4-Copyright Registrations**

<b><u>OWNER</u></b>	<b><u>FULL TITLE</u></b>	<b><u>COPYRIGHT NUMBER</u></b>	<b><u>DATE</u></b>
Green Bullion Financial Services, LLC f/k/a Cash4Gold, LLC	Cash4Gold.Com Website	TXu001586513	October 16, 2008
Green Bullion Financial Services, LLC f/k/a Cash4Gold, LLC	Computer Program	Txu001586514	October 16, 2008
Green Bullion Financial Services, LLC f/k/a Cash4Gold, LLC	Cash4Gold.com Website	(Correction of unpublished registration)	November 26, 2008
Green Bullion Financial Services, LLC f/k/a Cash4Gold, LLC	Computer Program	(Correction of unpublished registration)	November 26, 2008

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