## 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
New York Mint, LLC		110/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	300 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type: National Banking Association: UNITED STATES			

## PROPERTY NUMBERS Total: 16

900235343

Property Type	Number	Word Mark
Registration Number:	3030460	FIRST FEDERAL MINT
Registration Number:	3030455	FFM
Registration Number:	2984223	FFM FIRST FEDERAL MINT
Registration Number:	2988253	FFM
Registration Number:	3010751	FFM FIRST FEDERAL MINT
Registration Number:	3155178	\$100 UNION
Registration Number:	3404318	
Registration Number:	3306032	NEW YORK MINT
Registration Number:	3034077	\$100 GOLD UNION
Registration Number:	2961576	PREMIER COLLECTIBLES
Registration Number:	3704735	FIRST FEDERAL COIN CORP
Registration Number:	3704734	FIRST FEDERAL COIN CORP
Registration Number:	3852197	RIVE D'OR
Serial Number:	85675513	FIRST FEDERAL TRADEMARK

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Serial Number:	85675498	FIRST FEDERAL
Serial Number:	85530130	PREMIER COLLECTIBLES

#### **CORRESPONDENCE DATA**

**Fax Number**: 6123408856

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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ATTORNEY DOCKET NUMBER:	M235403
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	10/05/2012

#### Total Attachments: 4

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#### CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of October 4, 2012, by and from NEW YORK MINT, LLC, a Delaware limited liability company, (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, AMS Holding, LLC, a Delaware limited liability company ("Holdings"), Asset Marketing Services, Inc., a Minnesota corporation ("AMS"), Nextten Stauer, LLC, a Minnesota limited liability company ("Stauer"), Metrix Media, LLC, a Minnesota limited liability company ("Metrix") and New York Mint, LLC, a Delaware limited liability company ("NYM," and together with Holdings, AMS, Metrix and Stauer, each a "Borrower" and collectively, the "Borrowers"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Grantor, the Banks, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy of even date herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

## 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested

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instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

- (b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.
- (c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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TRADEMARK REEL: 004875 FRAME: 0434 IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

NEW YORK MINT, LLC

By: Name: Robert Epping

Title: Treasurer and CFO

Confirmatory Grant of Security Interest in Trademarks

## Exhibit A

# a. United States Registrations

Registration Number	Date of	Mark	Status
3,030,460	Registration 12/13/2005	First Federal Mint	Registered.
3,030,455	12/13/2005	FFM Design	Registered.
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2,984,223	8/9/2005	FFM First Federal Mint & Design  FIRST FEDERAL MINT	Registered.
2,988,253	8/23/2005	FFM & Design	Registered.
3,010,751	11/1/2005	FFM First Federal Mint & Design  FIRST FEDERAL MINT	Registered.
3,155,178	10/10/2006	\$100 UNION	Registered.
3,404,318	04/1/2008	Statue of Liberty Design	Registered.
3,306,032	10/9/2007	NEW YORK MINT	Registered.
3,034,077	12/27/2005	\$100 GOLD UNION	Registered.
2,961,576	6/7/2005	PREMIER COLLECTIBLES	Registered.
3,704,735	11/3/2009	First Federal Coin Corp	Registered.
3,704,734	11/3/2009	First Federal Coin Corp	Registered.
3,852,197	9/28/2010	RIVE D'OR	Registered.

# b. United States Applications

**RECORDED: 10/05/2012** 

Application No	Application Date	Mark	
85/675,513	7/12/2012	First Federal	Pending.
85/675,498	7/12/2012	First Federal	Pending.
85/530,130	1/31/2012	Premier Collectibles	Pending.

 $\mathit{Exhibit}\, A$ 

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