

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Private Metals Company, LLC		08/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Provident Metals Corp.		
Street Address:	12655 North Central Expressway		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75243		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4544912	PROVIDENT METALS	
Registration Number:	4486383	PROVIDENT METALS	
Registration Number:	4544991	ZOMBUCKS	
Registration Number:	4544992	ZOMBUCKS: CURRENCY OF THE APOCALYPSE	
Registration Number:	5166766	THE PEOPLE'S BULLION DEALER	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	2159791191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	G9088-00015		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	02/25/2020		

CH \$140.00 4544912

Total Attachments: 8

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
AND DOMAIN NAME ASSIGNMENT**

This Amended and Restated Intellectual Property and Domain Name Assignment (the "Restated IP Agreement") is entered into as of this 28th day of January, 2020 (the "Effective Date"), by and between Provident Metals Corp, a Delaware corporation ("Assignee"), and Private Metals Company, LLC, a Delaware limited liability company ("Assignor," each a "Party" and collectively, the "Parties"). This Restated IP Agreement is made pursuant to the Asset Purchase Agreement dated as of August 29, 2019, by and between Assignor, as Seller, and Assignee, as Buyer (the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, Assignee and Assignor previously entered into that certain Intellectual Property and Domain Name Assignment dated as of August 30, 2019 (the "Original Assignment");

WHEREAS, following the Closing, Assignee and Assignor discovered that the Original Assignment did not specifically identify the Patent or Goodwill as part of the Intellectual Property to be assigned under the Original Assignment;

WHEREAS, the Patent and the Goodwill should have been identified as part of the Intellectual Property to be assigned under the Original Assignment; and

WHEREAS, Assignee and Assignor desire to enter into this Restated IP Agreement in order to clarify that the Patent and Goodwill are part of the Intellectual Property that was sold by Assignor to Assignee, and should be assigned to Assignee pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Purchase Agreement, and Assignee hereby assumes from Assignor, all of Assignor's right, title, and interest in and to the Intellectual Property, including the following and as further depicted or described on Exhibit "A" attached hereto and incorporated herein by this reference:

- a. the Patent;
- b. the Marks;
- c. the Website;
- d. the Domain Name;
- e. the Additional Domain Names; and
- f. all Goodwill related to the foregoing.

To the extent set forth in the Purchase Agreement, Assignee assumes all liabilities, debts and obligations associated with the Intellectual Property.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Assurances. As and when reasonably requested by Assignee and at Assignee's expense, Assignor shall promptly execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further or other actions as are necessary to evidence and effectuate the transactions contemplated by this Restated IP Agreement.

4. Governing Law; Forum Selection. To the extent not preempted by federal law, this Restated IP Agreement, 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 Restated IP Agreement, or the negotiation, execution or performance of this Restated IP Agreement, shall be controlled and governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statute of limitations, without reference to its conflicts of laws provisions. The Parties further agree that the exclusive venue for any action between the Parties directly or indirectly arising out of, or that in any way relates to or is in connection with this Restated IP Agreement shall be the state district courts in Dallas County, Texas or in the Northern District of Texas, Dallas Division. The Parties hereto waive any challenge to personal jurisdiction or venue in Dallas County, Texas (including without limitation a challenge based on inconvenience) and agree to the jurisdiction and venue of the courts of the State of Texas to the exclusion of any other courts which otherwise might have had jurisdiction. This Restated IP Agreement may be introduced in any proceeding to establish the rights of any party under this Restated IP Agreement or the Purchase Agreement.

5. Counterparts. This Restated IP Agreement may be executed in multiple counterparts, including electronic signatures, signatures obtained by facsimile or through electronic mail, each of which shall be deemed an original and all, taken together, shall constitute one (1) and the same instrument.

6. Entire Agreement. This Restated IP Agreement, the Purchase Agreement, and the other Ancillary Agreements constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, among the Parties, other than those expressly set forth herein and therein. All negotiations and oral agreements have been merged into and are included herein or therein, it being understood that this Restated IP Agreement, the Purchase Agreement, and the other Ancillary Agreements supersede and cancel any and all previous negotiations, agreements, understandings, and representations, and none thereof shall be used to

interpret or construe this Restated IP Agreement, the Purchase Agreement, or the other Ancillary Agreements.

7. 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 11.9 of the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have executed this Restated IP Agreement as of the Effective Date.

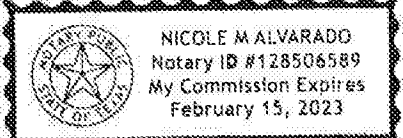
ASSIGNOR:

PRIVATE METALS COMPANY, LLC,
a Delaware limited liability corporation

By: [Signature]
Name: Jon Christensen
Its: 1/29/20

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of January, 2020 by Jon Christensen, CFO of Private Metals Company, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL] 
My Commission Expires: 2-15-2023

Nicole M. Alvarado
Notary Public for the State of Texas
Printed Name: Nicole M. Alvarado

ASSIGNEE:

**PROVIDENT METALS CORP, a
Delaware corporation**

By: *Michael Wittmeyer*
Name: Michael R. Wittmeyer
Its: Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 28th day of January, 2020
by Michael Wittmeyer, CEO of Provident Metals Corp, a Delaware corporation, on
behalf of said corporation.

[SEAL]

Rose Flores
Notary Public for the State of Texas
Printed Name: Rose Flores

My Commission Expires: 11/05/2022

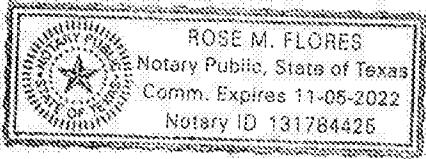


EXHIBIT "A"

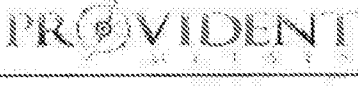
SCHEDULE OF ASSIGNED INTELLECTUAL PROPERTY

Additional Domain Names:

bullionamrno.com	rhinobullion.com
currencyoftheapocalypse.com	ronpaulcopper.com
justsilver.com	ronpaulsilver.com
justsilver.info	silverprospectors.com
justsilver.net	silverrounds.co
justsilver.org	silverrounds.com
lbma.co	silverrounds.org
monsterboxes.com	snapbullion.com
ppmetals.com	zombiebullion.com
providencemedals.com	zombiecopper.com
providencemetals.com	zombrick.com
provident.us	zombucks.com
providentanswers.com	
providentbullion.com	
providentcanada.com	
providentcopper.com	
providentgold.com	
providentmedal.com	
providentmedals.com	
providentmetal.com	
providentmetals.biz	
providentmetals.co	
providentmetals.co.uk	
providentmetals.com	
providentmetals.info	
providentmetals.mobi	
providentmetals.net	
providentmetals.org	
providentmetals.us	
providentmint.com	
providentplatinum.com	
providentpreciousmedals.com	
providentpreciousmetal.com	
providentpreciousmetals.com	
providentreport.com	
providentsilver.com	
providentvideos.com	
randpaulcoins.com	
randpaulcopper.com	
randpaulgold.com	
randpaulsilver.co	

Patents and Marks:

Patent	Country	Status	Patent No.	Date of Patent
Monster Box	United States	Patented	D729621 S	05/19/2015

Trademark	Country	Status	Registration No.	Registration Date
PROVIDENT METALS	United States	Registered	4544912	06/03/2014
	Australia	Registered	1586165	09/06/2013
	Euro Community	Registered	WO1177926	09/06/2013
	Int'l Registration (Madrid Protocol Only)	Registered	1177926	09/06/2013
	Canada	Registered	TMA942507	
	United States	Registered	4486383	02/18/2014
	Australia	Registered	1587600	09/06/2013
	Euro Community	Registered	WO1179574	09/06/2013
	Int'l Registration (Madrid Protocol Only)	Registered	1179574	09/06/2013
	Canada	Registered	TMA942575	07/06/2016
ZOMBUCKS	United States	Registered	4544991	06/03/2014
	Canada	Registered	950868	09/29/2016
ZOMBUCKS: CURRENCY OF THE APOCALYPSE	United States	Registered	4544992	06/03/2014
	Canada	Registered	950881	09/29/2016
THE PEOPLE'S BULLION DEALER	United States	Registered	5166766	03/21/2017

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (the "First Amendment") is entered into as of this 28th day of January, 2020 (the "Effective Date"), by and between Provident Metals Corp, a Delaware corporation ("Buyer") and Private Metals Company, LLC, a Delaware limited liability company ("Seller"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of August 29, 2019, by and between Buyer and Seller (the "Agreement").

RECITALS

WHEREAS, the Parties entered into the Agreement pursuant to which Seller sold to Buyer and Buyer purchased from Seller the Purchased Assets;

WHEREAS, following the Closing, the Parties discovered that the definition of "Purchased Assets" set forth in Section 2.1 of the Agreement did not specifically include the patent identified in Section 2.1(a) of the Disclosure Schedules;

WHEREAS, the definition of "Purchased Assets" should have included the patent identified in Section 2.1(a) of the Disclosure Schedules; and

WHEREAS, in order to avoid any issues with respect to the transfer and ownership of the Intellectual Property, the Parties desire to enter into this First Amendment to clarify that the Purchased Assets include the patent identified in Section 2.1(a) of the Disclosure Schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

AGREEMENTS

1. Section 1.47 of the Agreement is deleted in its entirety and replaced with the following:

"**Patent**" shall mean the patent identified in Section 2.1(a) of the Disclosure Schedules."

2. The former Section 1.47 with the definition of "Person" shall be renumbered as Section 1.48, and the remaining section numbers in Article I shall be renumbered to reflect the addition of the definition of "Patent" set forth in this First Amendment.


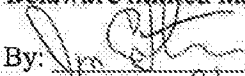
3. Section 2.1(a) of the Agreement is hereby amended to read as follows:

"a) the Intellectual Property, which specifically includes the Website, the Domain Name, the Additional Names, and the Marks and the Patent identified on Schedule 2.1(a) of the Disclosure Schedules;"

4. Except as amended, revised, inserted, deleted, removed or otherwise modified in this First Amendment, the Agreement shall remain in full force and effect, enforceable in accordance with its original terms.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]

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

BUYER: PROVIDENT METALS CORP, a Delaware corporation By:  Name: Michael R. Wittmeyer Its: Chief Executive Officer	SELLER: PRIVATE METALS COMPANY, LLC, a Delaware limited liability company By:  Name: Jan Christensen Its: CEO
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