

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|---------------------------------------|
| THE ARGEN CORPORATION | | 01/29/2010 | CORPORATION: CALIFORNIA |
| PENTRON ALLOYS, LLC | | 01/29/2010 | LIMITED LIABILITY COMPANY: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------|
| Name: | THE BANK OF NOVA SCOTIA |
| Street Address: | ONE LIBERTY PLAZA, 25TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10006 |
| Entity Type: | CANADIAN-CHARTERED BANK: CANADA |

PROPERTY NUMBERS Total: 47

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 0286436 | NO. 7 |
| Registration Number: | 1645783 | A |
| Registration Number: | 0178152 | ALBORO |
| Registration Number: | 3311589 | ALLROUND |
| Registration Number: | 1644221 | ARGEDENT |
| Registration Number: | 1693941 | ARGELITE |
| Registration Number: | 3264027 | ARGELOY |
| Registration Number: | 2249067 | ARGEN |
| Registration Number: | 1643319 | ARGENCO |
| Registration Number: | 3148039 | ARGESOL |
| Registration Number: | 2983857 | ARGETEX |
| Registration Number: | 2510071 | ARGISTAR |
| Registration Number: | 1030549 | ARTISAN |

OP \$1190.00 0286436

| | | |
|----------------------|---------|-------------------------|
| Registration Number: | 3296223 | AURILOY |
| Registration Number: | 3322999 | AURIUM |
| Registration Number: | 1284050 | AUROLITE |
| Registration Number: | 0992607 | CAMEO |
| Registration Number: | 3264028 | COMMEND |
| Registration Number: | 3264029 | DISCOVERY |
| Registration Number: | 0350606 | FIRMILAY |
| Registration Number: | 2265721 | GOLDTECH BIO 2000 |
| Registration Number: | 1313074 | JD |
| Registration Number: | 0926487 | JEL |
| Registration Number: | 1361340 | JELENKO |
| Registration Number: | 2492395 | JELFINE 52 |
| Registration Number: | 1030548 | JELSTAR |
| Registration Number: | 1034620 | LABORATORY 33 |
| Registration Number: | 1034621 | LABORATORY 44 |
| Registration Number: | 1572863 | LEGACY |
| Registration Number: | 1357593 | MAESTRO |
| Registration Number: | 1062602 | MIDAS |
| Registration Number: | 0344416 | MODULAY |
| Registration Number: | 1702803 | MONOGRAM |
| Registration Number: | 3522230 | NOBLECROWN |
| Registration Number: | 1085280 | OLYMPIA |
| Registration Number: | 1388762 | PTM-45 |
| Registration Number: | 1110364 | RAJAH |
| Registration Number: | 1698748 | SELECT |
| Registration Number: | 1301172 | SILFREE |
| Registration Number: | 0302696 | STURDICAST |
| Registration Number: | 2981888 | SUPRACHROME |
| Registration Number: | 2506819 | SUREBOND |
| Registration Number: | 1284049 | SUREFIRE |
| Registration Number: | 3264032 | TRILLIUM |
| Registration Number: | 3342571 | WILBOND |
| Registration Number: | 3305287 | WILKINSON DENTAL ALLOYS |
| Registration Number: | 3264046 | WORLD |

CORRESPONDENCE DATA

Fax Number: (401)454-1976
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 401-454-5000
Email: HJSEDDON@MILLERCAINE.COM
Correspondent Name: JOSEPH R. MILLER, ESQ.
Address Line 1: 349 HOPE STREET
Address Line 4: PROVIDENCE, RHODE ISLAND 02906-2322

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | JOSEPH R. MILLER |
| Signature: | /Joseph R. Miller/ |
| Date: | 04/20/2010 |

Total Attachments: 9
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source=Argen Am Res Tmk Sec Agr 01-29-2010#page6.tif
source=Argen Am Res Tmk Sec Agr 01-29-2010#page7.tif
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source=Argen Am Res Tmk Sec Agr 01-29-2010#page9.tif

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of the 29th day of January, 2010, by and among **THE ARGEN CORPORATION**, a California corporation ("**Argen**"), **PENTRON ALLOYS, LLC**, a California limited liability company ("**Pentron**") and together with Argen, the "**Debtors**") and **THE BANK OF NOVA SCOTIA**, a Canadian-chartered bank (the "**Secured Party**").

RECITALS

WHEREAS, The Debtors and the Secured Party, as successor by assignment to Bank of America, N.A. ("**BANA**") (successor by merger and by assignment to Fleet Precious Metals Inc. and Fleet National Bank), were parties to a certain Consignment Agreement dated as of August 21, 2006, as the same had been amended from time to time (as amended, the "**Original Consignment Agreement**") and the obligations of the Debtors pursuant to the Original Consignment Agreement are secured by *inter alia* a security interest in and collateral assignment and pledge of all trademarks, service marks, and trade names of the Debtors pursuant to that certain Trademark Security Agreement dated as of August 21, 2006 and recorded in the records of the U.S. Patent and Trademark Office on Reel 3391 at Frame 0270 (the "**Original Trademark Security Agreement**") by and between the Debtors and the Secured Party as successor by assignment to BANA.

WHEREAS, the trademarks, service marks and trade names listed on the Original Trademark Security Agreement are set forth on **Schedule A** attached hereto.

WHEREAS, the Debtors and the Secured Party have entered into a certain Amended and Restated Consignment Agreement dated as of the date hereof (as the same may be amended, extended, supplemented, restated or otherwise modified from time to time, the "**Consignment Agreement**"), which has replaced and superseded the Original Consignment Agreement and, pursuant to which: (A) the Secured Party may deliver to Debtors, on consignment and/or for safekeeping, certain quantities of gold, silver, platinum and palladium from time to time and may enter into hedging contracts with Debtors from time to time; (B) the parties have acknowledged the Secured Party as successor to BANA and, as such, the sole consignor to the Debtors under the Consignment Agreement; (C) the parties have agreed to eliminate all references to the rights and obligations of the Secured Party as agent for other consignors; and (D) to update the list of trademarks, service marks and trade names set forth on **Schedule A** to the Original Trademark Security Agreement.

WHEREAS, in connection with the Consignment Agreement, the Debtors have executed and delivered to the Secured Party, a certain Amended and Restated Security Agreement dated as of even date herewith (as the same may be amended, renewed, restated or extended from time to time, the "**General Security Agreement**") and the Debtors have agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

WHEREAS, without intending to limit the generality of the foregoing recitals, the Debtors and the Secured Party have agreed to amend and restate the Original Trademark Security Agreement: (A) to acknowledge the execution of the Consignment Agreement; (B) to acknowledge the Secured Party as successor to BANA and as the sole consignor under the Consignment Agreement; and (C) to eliminate all references to the Secured Party acting in the capacity of agent for other consignors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtors hereby agree as follows:

1. **Security Interest.** Each Debtor hereby grants to the Secured Party, a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by each Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtors listed on Amended Schedule A attached hereto and made a part hereof (as such listing shall replace the listing set forth on Schedule A of the Original Trademark Security Agreement) (collectively, the "**Trademarks**"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "**Collateral**"), as security for the Secured Obligations (as defined in the General Security Agreement). The Debtors hereby request that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtors represent and warrant to the Secured Party that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtors.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and no Debtor is aware of any basis for any such claim to be asserted.

2.4. The Debtors are the sole and exclusive owners of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. Each Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. Each Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** The Debtors covenant and agree with the Secured Party that the Debtors and each of them:

(a) will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein;

(b) shall not abandon any Collateral except such Collateral that could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(c) shall maintain all rights held by the Debtors relating to the Collateral except such Collateral as to which the failure to maintain would not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtors;

(d) until all of the Secured Obligations shall have been paid in full and termination of the commitments therefor, shall not enter into any agreement (including a license agreement) that conflicts with the Debtors' obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent;

(e) will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtors business) without the prior written consent of the Secured Party;

(f) if any Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 hereof shall automatically apply thereto and at least annually such Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks;

(g) will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry; and

(h) shall execute, or use reasonable efforts at their reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** Each Debtor hereby appoints the Secured Party the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the General Security Agreement), to execute and deliver, in the name of and on behalf of such Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtors agree that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtors and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Consignment Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtors and the Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3(f) hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding, upon the respective successors and permitted assigns of the parties.

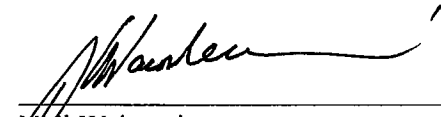
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. **Prior Agreement.** This Agreement amends and restates in its entirety the Original Trademark Security Agreement.

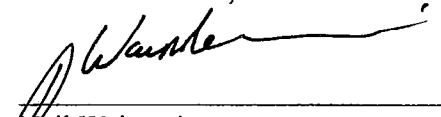
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

THE ARGEN CORPORATION

By: 

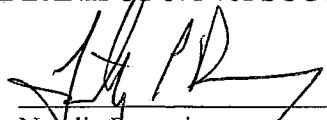
Neil Wainstein
Chief Financial Officer

PENTRON ALLOYS, LLC

By: 

Neil Wainstein
Manager

THE BANK OF NOVA SCOTIA

By: 

~~Nancy K. Stein~~ Timothy P. Dinneny
~~Director~~ Managing Director

By: 

Sangeeta Shah
Associate Director

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 5th day of February, in the year 2010, before me, P. McCutcheon, a Notary Public of said State, duly commissioned and sworn, personally appeared Neil Wainstein, personally known to me to be the person who executed the within instrument as Chief Financial Officer of The Argen Corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

P. McCutcheon COMM# 1834932
Notary Public
My Commission Expires February 3, 2013

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 5th day of February, in the year 2010, before me, P. McCutcheon, a Notary Public of said State, duly commissioned and sworn, personally appeared Neil Wainstein, personally known to me to be the person who executed the within instrument as Manager of Pentron Alloys, LLC and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

P. McCutcheon COMM# 1834932
Notary Public
My Commission Expires February 3, 2013

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 18th day of February, 2010, before me personally appeared Timothy P. Dinneny, Managing Director of The Bank of Nova Scotia, known by me to be the party executing the foregoing instrument and ~~he~~ acknowledged said instrument by ~~him~~ his free act and deed and the free act and

JOAN D'ADDARIO
Notary Public, State of New York
No. 4758211, Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Dec. 31, 2010

Joan D'Addario 4758211
Notary Public
My commission expires: 12/31/2010

STATE OF NEW YORK
COUNTY OF NEW YORK

In New York on the 18th day of February, 2010, before me personally appeared Sangeeta Shah, Associate Director of The Bank of Nova Scotia, known by me to be the party executing the foregoing instrument and ~~he~~ acknowledged said instrument by ~~him~~ her free act and deed and the free act and deed of The Bank of Nova Scotia.

JOAN D'ADDARIO
Notary Public, State of New York
No. 4758211, Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Dec. 31, 2010

Joan D'Addario 4758211
Notary Public
My commission expires: 12/31/2010

SCHEDULE A
TRADEMARKS
ON ORIGINAL TRADEMARK SECURITY AGREEMENT

| Trademark | Serial Number | Registration No. | Pricing Date | Owner Of Record |
|-------------------|--------------------------|-----------------------------|---------------------|------------------------|
| ARGESOL | 78/659305 | | 27/6/05 | The Argen Corporation |
| SUPRACHROME | 78/267223 | 2981888 | 26/6/03 | The Argon Corporation |
| ARGETEX | 78/213156 | 2983857 | 10/2/03 | The Argen Corporation |
| SUREBOND | 76/196214 | 2506819 | 19/1/01 | The Argen Corporation |
| GOLDTECH BIO 2000 | 75/422712 | 2265721 | 26/1/98 | The Argen Corporation |
| ARGEN | 75/394941 | 2249067 | 24/11/97 | The Argen Corporation |
| MONOGRAM | 74/211314 | 1702803 | 11/10/91 | The Argen Corporation |
| SELECT | 74/211243 | 1698748 | 11/10/91 | The Argen Corporation |
| ARGEDENT | 74/043391 | 1644221 | 28/3/90 | The Argen Corporation |
| ARGENCO | 74/043390 | 1643319 | 28/5/90 | The Argon Corporation |
| ARGELITE | 74/043389 | 1693941 | 28/3/90 | The Argen Corporation |
| A | 74/043387 | 1645783 | 28/3/90 | The Argen Corporation |
| SILFREE | 73/448988 | 1301172 | 21810/83 | The Argen Corporation |
| AURIUM | 73/441560 | 1325383 | 29/8/83 | The Argen Corporation |
| AUROLITE | 73/431806 | 1284050 | 24/6/83 | The Argen Corporation |
| SUREFIRE | 73/431805 | 1284049 | 24/6/83 | The Argen Corporation |
| ARGISTAR | 76196215 | 2510071 | 11/20/20 | The Argen Corporation |

AMENDED SCHEDULE A

U.S. Trademark Portfolio of The Argen Corporation
(as of January 2010)

OWNER OF RECORD OF EACH: THE ARGEN CORPORATION

| Trademark | Registration No | Serial No. | Filed | First Registered |
|------------------------|-----------------|------------|------------|------------------|
| #7 | 0286436 | 71/311,528 | 2/27/1931 | 8/25/1931 |
| A (device) | 1645783 | 74/043387 | 3/28/1990 | 5/28/1991 |
| ALBORO (stylized) | 0178152 | 71/185,593 | 9/10/1923 | 1/28/1924 |
| ALLROUND | 3311589 | 77/131,002 | 3/14/2007 | 10/16/2007 |
| ARGEDENT | 1644221 | 74/043391 | 3/28/1990 | 5/14/1991 |
| ARGELITE | 1693941 | 74/043389 | 3/28/1990 | 6/16/1992 |
| ARGELOY | 3264027 | 77/001,410 | 9/18/2006 | 7/17/2007 |
| ARGEN | 2249067 | 75/394941 | 11/24/1997 | 6/1/1999 |
| ARGENCO | 1643319 | 74/043390 | 3/28/1990 | 5/7/1991 |
| ARGESOL | 3148039 | 78/659,305 | 6/27/2005 | 9/26/2006 |
| ARGETEX | 2983857 | 78/213,156 | 2/10/2003 | 8/9/2005 |
| ARGISTAR | 2510071 | 76/196,215 | 1/19/2001 | 11/20/2001 |
| ARTISAN | 1030549 | 73/055,754 | 6/20/1975 | 1/20/1976 |
| AURILOY | 3296223 | 77/001,431 | 9/18/2006 | 9/25/2007 |
| AURIUM | 3322999 | 77/092,283 | 1/26/2007 | 10/30/2007 |
| AUROLITE | 1284050 | 73/431806 | 6/24/1983 | 7/3/1984 |
| CAMEO | 0992607 | 72/444,181 | 12/19/1972 | 9/3/1974 |
| COMMEND | 3264028 | 77/001,452 | 9/18/2006 | 7/17/2007 |
| DISCOVERY | 3264029 | 77/001,468 | 9/18/2006 | 7/17/2007 |
| FIRMILAY (stylized) | 0350606 | 71/393,809 | 6/8/1937 | 9/28/1937 |
| GOLDTECH BIO 2000 | 2265721 | 75/422712 | 1/26/1998 | 7/27/1999 |
| JD | 1313074 | 73/468,418 | 3/2/1984 | 1/8/1985 |
| JEL | 0926487 | 72/321,500 | 3/12/1969 | 1/4/1972 |
| JLENKO | 1361340 | 73/393,476 | 9/29/1982 | 9/25/1985 |
| JELFINE 52 | 2492395 | 76/097,942 | 7/27/2000 | 9/25/2001 |
| JELSTAR | 1030548 | 73/055,735 | 6/20/1975 | 1/20/1976 |
| LABORATORY 33 | 1034620 | 73/024,423 | 6/17/1974 | 3/2/1976 |
| LABORATORY 44 | 1034621 | 73/024,424 | 6/17/1974 | 3/2/1976 |
| LEGACY | 1572863 | 73/799,859 | 5/15/1989 | 12/26/1989 |
| MAESTRO | 1357593 | 73/526,283 | 3/11/1985 | 9/3/1985 |
| MIDAS | 1062602 | 73/094,645 | 7/26/1976 | 4/5/1977 |

| | | | | |
|----------------------------|---------|------------|------------|------------|
| MODULAY | 0344416 | 71/385,357 | 11/10/1936 | 3/23/1937 |
| MONOGRAM | 1702803 | 74/211314 | 10/11/1991 | 7/28/1992 |
| NOBLECROWN | 3522230 | 77/341,968 | 2/12/2007 | 10/21/2008 |
| OLYMPIA | 1085280 | 73/134,659 | 7/20/1977 | 2/14/1978 |
| PTM-45 | 1388762 | 73/404,900 | 12/6/1982 | 4/8/1986 |
| RAJAH | 1110364 | 73/174,028 | 6/12/1978 | 1/2/1979 |
| SELECT | 1698748 | 74/211243 | 10/11/1991 | 7/7/1992 |
| SILFREE | 1301172 | 73/448988 | 10/21/1983 | 10/23/1984 |
| STURDICAST (stylized) | 0302696 | 71/333,454 | 12/28/1932 | 4/25/1933 |
| SUPRACHROME | 2981888 | 78/267,223 | 6/25/2003 | 8/2/2005 |
| SUREBOND | 2506819 | 76/196,214 | 1/19/2001 | 11/13/2001 |
| SUREFIRE | 1284049 | 73/431805 | 6/24/1983 | 7/3/1984 |
| TRILLIUM | 3264032 | 77/001,515 | 9/18/2006 | 7/17/2007 |
| WILBOND | 3342571 | 77/006,449 | 9/25/2006 | 11/27/2007 |
| WILKINSON DENTAL ALLOYS | 3305287 | 77/001,802 | 9/18/2006 | 10/9/2007 |
| WORLD | 3264046 | 77/001,839 | 9/18/2006 | 7/17/2007 |