

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BankCard USA Merchant Services, Inc.		05/07/2021	Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West		
Internal Address:	62nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	Schedule 1, Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5896049	A AGECHECKER.NET	
Registration Number:	5887390	AGECHECKER.NET	
CORRESPONDENCE DATA			
Fax Number:	5852958460		
<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:	(585) 738-6456		
Email:	jkoegel@barclaydamon.com		
Correspondent Name:	Jeffrey M. Koegel		
Address Line 1:	100 Chestnut Street		
Address Line 2:	2000 Five Star Bank Plaza		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	3108934		
NAME OF SUBMITTER:	Jeffrey M. Koegel		
SIGNATURE:	/jeffrey m. koegel/		
DATE SIGNED:	06/01/2021		
Total Attachments: 2			
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CONFIRMATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Confirmation of Security Interest in Intellectual Property dated May 7, 2021 (this “**Confirmation**”) is made by BankCard USA Merchant Services, Inc., a California company (the “**Debtor**”).

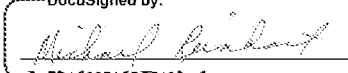
WHEREAS, the Debtor owns the intellectual property identified in Schedule A of this Confirmation, as well as all registrations and applications for intellectual property identified therein and any underlying goodwill associated therewith (collectively, the “**Intellectual Property**”).

WHEREAS, the Debtor has executed a General Security Agreement dated as of May 7, 2021 (as amended, restated, amended and restated, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favour of The Bank of Nova Scotia, as administrative agent (the “**Agent**”) for The Bank of Nova Scotia, National Bank, Fédération des caisses Desjardins du Québec and the other lenders from time to time (collectively, the “**Lenders**”) pursuant to which the Debtor has granted to the Agent and the Lenders a security interest in certain property, including the Intellectual Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms that it has granted a continuing security interest in the Intellectual Property to the Agent and the Lenders.

IN WITNESS WHEREOF, the Debtor has executed the Confirmation as of the date first written above.

**BANKCARD USA MERCHANT SERVICES,
INC.**

DocuSigned by:
By: 
Name: Michael Reinhart
Title: Chief Executive Officer

I have authority to bind the corporation.

SCHEDULE A

THE INTELLECTUAL PROPERTY

Trademark	Serial Number	Registration Number	Date Filed	Registration Date	Registrant/Applicant
A AGECHECKER. NET	88392040	5896049	April 18, 2019	October 29, 2019	BankCard USA Merchant Services, Inc.
AGECHECKER. NET	88390565	5887390	April 17, 2019	October 15, 2019	BankCard USA Merchant Services, Inc.

Patent	Attorney Docket Number	Filing Date	Assignment Application Number	Patent Pending Assignment Date	Registrant/Applicant
AgeChecker ¹	2160827	09/22/2016	Patent Assignment Application no. 15273646 Registration no. 35751	11/19/2018	BankCard USA Merchant Services, Inc.

¹ The patent is ready to be issued; however, before the patent is issued, BankCard USA Merchant Services, Inc. is filing an amended application to incorporate AgeChecker features added after the original 2016 application. The only outstanding matter is filing an amended application prior to the issuance of the original patent.