OP \$115.00 5687820

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM872253

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|--------------------------------------|
| Bravo Store Systems LLC | | 01/29/2024 | Limited Liability Company: NEVADA |

RECEIVING PARTY DATA

| Name: | Wells Fargo Bank, National Association | |
|-------------------|---|--|
| Street Address: | 333 S Grand Ave. | |
| Internal Address: | 6th Floor | |
| City: | Los Angeles | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 90071 | |
| Entity Type: | National Banking Association: UNITED STATES | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Registration Number: | 5687820 | MOBILEPAWN |
| Registration Number: | 5687819 | BUYA |
| Registration Number: | 7254806 | BUYA |
| Serial Number: | 98348456 | MOBILEPAWN |

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

| ATTORNEY DOCKET NUMBER: | 580120.01948 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Laura O'Brien |
| SIGNATURE: | /Laura O'Brien/ |
| DATE SIGNED: | 01/30/2024 |

TRADEMARK REEL: 008331 FRAME: 0534

900831990

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2024 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this "<u>Trademark Security Agreement</u>"), is by and between Bravo Store Systems LLC, a Nevada limited liability company (the "<u>Grantor</u>"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "<u>Bank</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and between the Grantor, as Borrower, and the Bank, the Bank has agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof:

WHEREAS, the Bank is willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Bank that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. The Grantor hereby unconditionally grants, assigns, and pledges to the Bank, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of the Grantor's Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Trademark licenses to which it is a party including, without limitation, those referred to on <u>Schedule I</u>;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and
- (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark license.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any bankruptcy or other insolvency law involving the Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. The Grantor shall give the Bank prior written notice within five (5) business days after filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this Section 5, the Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Bnak's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 7. <u>CHOICE OF LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BRAVO STOŘÉ SYSTEMS LLC

Name: Steven A. Mack

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Tyler Wilson

Title: Director

REEL: 008331 FRAME: 0539

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

(excluding Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed)

Trademark Registrations/Applications

| Grantor | <u>Trademark</u> | Registration or Application No. | Registration or Application Date |
|----------------------------|-------------------|--|--|
| Bravo Store Systems LLC | <u>MobilePawn</u> | Reg. No. 5,687,820 | Registered February 26, 2019 |
| Bravo Store Systems LLC | <u>MobilePawn</u> | Application No. 98/348,456 | <u>Filed</u> <u>January 9,</u> <u>2024</u> |
| Bravo Store Systems LLC | <u>Buya</u> | Reg. No. 5,687,819 | Registered February 26, 2019 |
| Bravo Store Systems LLC | <u>Buya</u> | Reg. No. 7,254,806 | Registered December 26, 2023 |

Trademark Licenses

None.

RECORDED: 01/30/2024