

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI147743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BankCard USA Merchant Services, Inc.		04/02/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	WhiteHorse Capital Management, LLC		
<b>Street Address:</b>	1450 Brickell Avenue, 31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5887390	AGECHECKER.NET	
<b>Registration Number:</b>	5896049	A AGECHECKER.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027568087		
<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>			
<b>Phone:</b>	2027568392		
<b>Email:</b>	eatkins@mwe.com,kdelcoure@mwe.com		
<b>Correspondent Name:</b>	Eleanor B. Atkins		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	500 N. Capitol Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001-1531		
<b>ATTORNEY DOCKET NUMBER:</b>	094950-0036		
<b>NAME OF SUBMITTER:</b>	GAYLE DELCOURE		
<b>SIGNATURE:</b>	GAYLE DELCOURE		
<b>DATE SIGNED:</b>	04/10/2024		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 2, 2024 between BankCard USA Merchant Services, Inc. (the “Grantor”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), in its respective capacities as administrative agent and collateral agent for all Lenders (in such capacities, and any successors and permitted assigns thereto in such capacities, “Agent”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below) and this document shall constitute a “Collateral Document” thereunder.

### RECITALS:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of March 27, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among WhiteHorse, as Agent, BUSA HOLDING CORP., a Nevada corporation (“Holdings”), BUSA ACQUISITION CO., a Nevada corporation (“Borrower”), each subsidiary of Holdings that is or may, from time to time, become a “Guarantor” party thereto (and, together with Holdings, each a “Guarantor” and, collectively, the “Guarantors”; and, together with Borrower, collectively, each a “Loan Party” and, collectively, the “Loan Parties”), each of the financial institutions party thereto from time to time (each a “Lender” and, collectively, the “Lenders”) and WHITEHORSE CAPITAL MANAGEMENT, LLC, as Lead Arranger; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, all Intellectual Property of the Grantor and (ii) agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other governmental agencies having jurisdiction over such Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Agent agree as follows:

Section 1. **Grant of Security.** As collateral security for the Obligations, Grantor hereby grants to Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following:

(a) All Copyrights, including, but not limited to, the registrations and applications referred to in Schedule 1 hereto (collectively, the “Copyright Collateral”).

(b) All Patents, including, but not limited to, the patents and patent applications referred to in Schedule 1 hereto (collectively, the “Patent Collateral”).

(c) All Trademarks (excluding any “intent-to-use” application trademark application prior to the acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during

the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), including, but not limited, to the registrations and applications referred to in Schedule 1 hereto, (collectively, the “Trademark Collateral”, and with the Copyright Collateral and Patent Collateral, the “IP Collateral”).

Section 2. Recordation; Further Assurances. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other government officials to record and register this Agreement and such other documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming or continuing, the security interest granted by Grantor hereunder. Grantor will and will cause its Affiliates to, upon the request of Agent, promptly execute and deliver such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING SECTIONS 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE APPELLATE COURTS THEREOF; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND AGENT EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT REFERRED TO ABOVE FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE.

THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, AGENT AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Loan Agreement.

Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

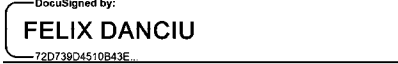
Section 9. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

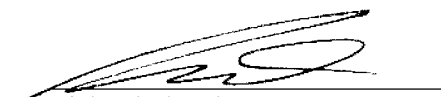
**GRANTOR:**

**BANKCARD USA MERCHANT SERVICES, INC.,**  
a California corporation

By:   
Name: Felix Danciu  
Title: Secretary

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**WHITEHORSE CAPITAL MANAGEMENT,  
LLC,**  
as the Agent


By:   
Name: Richard Siegel  
Title: Authorized Signatory

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Loan Party	Patent	Reg. No.	App. No.	Issue Date
BankCard USA Merchant Services, Inc.	Network Based Age Verification Method	10,984,458	15/273,646	April 20, 2021
Bankcard USA	Network Based Age Verification Method	11,488,220	17/233,972	November 1, 2022

Trademarks

Loan Party	Mark	Reg. No.	App. No.	Issue Date
BankCard USA Merchant Services, Inc.	AgeChecker.Net	5887390	88390565	Oct. 15, 2019
BankCard USA Merchant Services, Inc.	 AgeChecker.Net	5896049	88392040	Oct. 29, 2019

Unregistered trademarks:

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- BANKCARD USA