

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AROD CORPORATION		03/13/2023	Corporation: FLORIDA
TASHELLA, LLC		03/13/2023	Limited Liability Company: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	225 W Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4758678	A-ROD CORP	
<b>Registration Number:</b>	4763195	A-ROD CORP	
<b>Registration Number:</b>	5392497		
<b>Registration Number:</b>	2504816	AROD	
<b>Registration Number:</b>	4196849	ALEX RODRIGUEZ	
<b>Registration Number:</b>	4297043	ALEX RODRIGUEZ	
<b>Registration Number:</b>	4099172	ALEX RODRIGUEZ	
<b>Registration Number:</b>	4102581	ALEX RODRIGUEZ	
<b>Registration Number:</b>	4099171	ALEX RODRIGUEZ	
<b>Registration Number:</b>	4099170	ALEX RODRIGUEZ	
<b>Registration Number:</b>	6502626		
<b>Registration Number:</b>	6322567		
<b>Serial Number:</b>	88694661	THE CORP	
<b>Serial Number:</b>	88694653	THE CORP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 4758678

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 18602402935  
**Email:** michelle.fournier@morganlewis.com  
**Correspondent Name:** Michelle Fournier  
**Address Line 1:** Morgan, Lewis & Bockius LLP  
**Address Line 2:** One State Street  
**Address Line 4:** Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Michelle Fournier
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<b>SIGNATURE:</b>	/Michelle Fournier/
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<b>DATE SIGNED:</b>	03/13/2023
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**Total Attachments: 6**

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as of March 13, 2023, is made by AROD Corporation, a Florida corporation (“AROD Corp”), and Tashella, LLC, a Wyoming limited liability company (together with AROD Corp, the “Grantors” and, each, a “Grantor”), and Alter Domus (US) LLC, in its capacity as collateral agent (the “Collateral Agent”) for the holders of the Notes (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Issuers, the guarantors party thereto (the “Guarantors”), and the holders of the Notes party thereto, the Issuers will issue \$130,000,000 in aggregate principal amount of Series A Senior Secured Notes due March 13, 2028 (the “Series A Notes”) and \$125,000,000 in aggregate principal amount of Series B Senior Secured Notes due March 13, 2028 (the “Series B Notes,” and, together with the Series A Notes, collectively, the “Notes”), and the Guarantors will jointly and severally guaranty the obligations of the Issuers under the Note Purchase Agreement and the Notes; and

WHEREAS, each Grantor is a party to a Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Grantors, the other grantors party thereto and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Notice.

WHEREAS, the holders of the Notes and the Collateral Agent are party to that certain Intercreditor and Collateral Agency Agreement, dated as of the date hereof (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Intercreditor Agreement”), which defines the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among the holders of Notes.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the holders of the Notes to enter into the Note Purchase Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of itself and the holders of the Notes, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill symbolized by any of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, misappropriation, dilution or other violation thereof; and

(e) all right to sue for past, present, and future infringements, misappropriation, dilution or other violation of the foregoing, including all right to settle suits involving claims and demands for royalties owing.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Trademarks.

Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Notice.

Section 6. Counterparts; Electronic Signatures. This Notice may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Notice. Delivery of an electronic signature to, or a signed copy of, this Notice by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of the signed originals and shall be admissible into evidence for all purposes. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Notice shall be deemed to include electronic signatures and contract formations on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding the foregoing, if the Collateral Agent shall request manually signed counterpart signatures to this Notice, each Grantor hereby agrees to use its reasonable endeavors to provide such manually signed signature pages as soon as reasonably practicable.

Section 7. Governing Law. This Notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice of law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AROD CORPORATION,  
as Grantor

By: DocuSigned by:  
**Alexander Enmanuel Rodriguez**  
5591775A31774EC...  
Name: Alexander Enmanuel Rodriguez  
Title: Authorized Person

TASHELLA, LLC,  
as Grantor

By: DocuSigned by:  
**Alexander Enmanuel Rodriguez**  
5591775A31774EC...  
Name: Alexander Enmanuel Rodriguez  
Title: Authorized Person

ACCEPTED AND AGREED  
as of the date first above written:

ALTER DOMUS (US) LLC,  
as Collateral Agent

By: 

Name: Winnalynn N. Kantaris  
Title: Associate General Counsel



[Signature Page to Trademark Security Agreement]



**TRADEMARK**  
**REEL: 008001 FRAME: 0562**

SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS


U.S. Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Country	Trademark	Registration Date	Registration Number	Owner
USA	A-ROD CORP	06/23/2015	4758678	AROD Corporation
USA	A-ROD CORP & Design 	06/30/2015	4763195	AROD Corporation
USA		01/30/2018	5392497	AROD Corporation
USA	AROD	11/06/2001 Last renewal: 11/06/2021	2504816	AROD Corporation
USA	ALEX RODRIGUEZ	08/28/2012 Last renewal: 08/28/2022	4196849	AROD Corporation
USA	ALEX RODRIGUEZ	03/05/2013	4297043	AROD Corporation
USA	ALEX RODRIGUEZ	02/14/2012 Last renewal: 02/14/2022	4099172	AROD Corporation
USA	ALEX RODRIGUEZ	02/21/2012 Last renewal: 02/21/2022	4102581	AROD Corporation
USA	ALEX RODRIGUEZ	02/14/2012 Last renewal: 02/14/2022	4099171	AROD Corporation
USA	ALEX RODRIGUEZ	02/14/2012 Last renewal: 02/14/2022	4099170	AROD Corporation

USA		09/28/2021	6502626	Tashella, LLC
USA		04/13/2021	6322567	Tashella, LLC

2. U.S. TRADEMARK APPLICATIONS

Country	Trademark Application	Application Filing Date	Application Serial Number	Owner
USA	THE CORP and Design 	11/15/2019	SN: 88694661	Tashella, LLC
USA	THE CORP	11/15/2019	SN: 88694653	Tashella, LLC