

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAICOA CORPORATION		11/30/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SANTANDER BANK, N.A.		
Street Address:	450 Penn Street		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19602		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4956127	MICATO I N D I A	
Registration Number:	4792191	PROFIT GENERATOR PROGRAMME	
Registration Number:	4836442	A WORLD APART	
Registration Number:	3196871	MICATO SAFARIS	
Registration Number:	3196872	MICATO SAFARIS	
Registration Number:	3682678	AFRICAN SPLENDOUR	
Registration Number:	3682679	THE STANLEY WING SAFARI	
Registration Number:	3682680	THE MICATO GRAND SAFARI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Oluwatosin.Ademoye@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Peter Martin		
SIGNATURE:	/Peter Martin/		

OP \$215.00 4956127

DATE SIGNED:	12/27/2023
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 20 2023, is made by the undersigned TAICOA CORPORATION, a New York corporation (the "Grantor"), to and in favor of SANTANDER BANK, N.A. ("Lender"), pursuant to that certain Credit Agreement, dated as of even date herewith, among the Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the ("Credit Agreement").

BACKGROUND

Pursuant to the Credit Agreement Lender has agreed to make Advances for the benefit of Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this 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. Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof, and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Trademarks. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I attached hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark.

This Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any Trademark, trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations and Warranties. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Trademark or Trademark application except as set forth in Schedule I. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor, as applicable, perfected security interests in favor of Lender in all of Grantor's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's lien on Grantor's Trademarks shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Lender as follows:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any court) regarding Grantor's ownership of any Trademark material to the operation of its business or otherwise of material value, its right to register the same, or to keep and maintain the same.

(b) If Grantor shall, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office, or any similar office or agency following the date hereof, Grantor shall provide notice of same and, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender), in each case as and when required pursuant to the terms of the Credit Agreement, to evidence Lender's Lien on such registered Trademark or Trademark application; and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application for registration of a Trademark, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing) of any material value, including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business or is otherwise of material value, is infringed upon, or misappropriated or diluted by a third party in a material manner, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations or of material value, or unless it shall be reasonably determined that such infringement, misappropriation or dilution is not of a material nature, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate and commercially reasonable under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Lender's Right to Take Action. If Grantor fails to perform or observe any of its covenants or agreements set forth in this Agreement if Lender provides written notice to Grantor of such failure and if such failure continues for a period of ten (10) calendar days after Lender gives Grantor written notice thereof (or, in the case of the existence of an Event of Default, or if Grantor notifies Lender that it intends to abandon a registered Trademark or Trademark application that is material to Grantor's business or otherwise of material value), Lender may (but need not) perform or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(a) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under Section 6 or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(b) Power of Attorney. To facilitate Lender's taking action under Section 6 and exercising its rights under Section 6 and in exercising its remedies during the occurrence and continuance of an Event of Default, Grantor hereby irrevocably appoints (which appointment is

coupled with an interest) Lender, or its delegate, as the attorney in fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 6, or, necessary for Lender, after an Event of Default and the continuance thereof, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

7. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may, at its option, take such actions as may be available to Lender under the Credit Agreement.

9. Recording. Grantor authorizes and requests the United States Patent and Trademark Office to record this Agreement.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST GRANTOR WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT OR ANY OTHER DOCUMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO GRANTOR AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED

FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA, OR, AT LENDER'S OPTION, BY SERVICE UPON CSC, THE UNITED STATES CORPORATION COMPANY (OR ANY SUCCESSOR CORPORATION) WHICH GRANTOR IRREVOCABLY APPOINTS AS GRANTOR'S LENDER FOR THE PURPOSE OF ACCEPTING SERVICE WITHIN THE STATE OF NEW YORK. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF LENDER TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY GRANTOR AGAINST LENDER OR ANY OTHER LENDER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER DOCUMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE CITY OF NEW YORK, STATE OF NEW YORK.

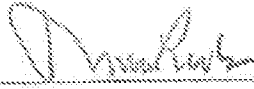
11. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

12. Termination of this Agreement. Subject to Section 6 hereof, this Agreement shall terminate upon termination of the Credit Agreement and payment in full by Grantor of all Obligations thereunder.

[Signature Page to Follow]

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

TAICOA CORPORATION

By: 
Name: Dennis Pinto
Title: President

ACCEPTED and ACKNOWLEDGED by:

SANTANDER BANK, N.A.

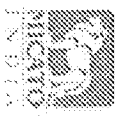
By: 
Name: Peter Hestio
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTRARS LIST

Class	Name of Mark	Class	Registration Details	Status	Renewal	Notes
39	Stylized Design	39	Reg. # 4296117 Ser. # 8567644 Reg. Date 5/16/16	LIVE (Principal Register)	Renewal between 5/16/25 and 5/16/26	Section 8 & 15 filed 5/6/22.
35	Standard Character	35	Reg. # 4422191 Ser. # 8666818 Reg. Date 8/11/15	LIVE (Supplemental Register)	Renewal between 8/11/24 and 8/11/25	Section 8 filed 4/9/21. Acceptance / Acknowledgment issued 8/10/21.
39	Standard Character	39	Reg. # 4336411 Ser. # 8666822 Reg. Date 10/20/15	LIVE (Principal Register)	Renewal between 10/20/24 and 10/20/25	Section 8 & 15 filed 9/8/21. Acceptance / Acknowledgment issued 9/9/21.
39	Standard Character	39	Reg. # 3196471 Ser. # 7885186 Reg. Date 1/9/2007	LIVE (Principal Register)	Renewal between 1/9/26 and 1/9/27	Section 8 & 15 filed 7/10/12. Section 8 & 9 filed 6/22/16. Acceptance / Acknowledgment issued 7/15/16.
39	Stylized Design	39	Reg. # 3196472 Ser. # 78851269 Reg. Date 1/9/2007	LIVE (Principal Register)	Renewal between 1/9/26 and 1/9/27	Section 8 & 15 filed 7/10/12. Section 8 & 9 filed 6/22/16. Acceptance / Acknowledgment issued 7/15/16.



TRADemarks - USPTO

Trade Name	Trade Name	Class	Registration Serial #	Class	Priority	Renewal	Notes
African Splendour	Standard Character	39	Reg. # 3,687,673 Ser. # 77574972 Reg. Date 9/15/09	Class 39 (Phonograph Records)	Renewal between 9/15/28 and 9/15/29.	Section 8 & 15 filed 02/25/15 Assignment / Acknowledgment issued 10/11/15. Ser. # & 9 filed 02/27/15. Notice of Assignment/ Renewal issued 10/9/19.	
The Stanley Wing System	Standard Character	39	Reg. # 3,652,679 Ser. # 77674999 Reg. Date 9/15/09	Class 39 (Phonograph Records)	Renewal between 9/15/28 and 9/15/29.	Section 8 & 15 filed 02/26/15 Assignment / Acknowledgment issued 10/11/15. Ser. # & 9 filed 02/27/15. Notice of Assignment/ Renewal issued 10/9/19.	
The Marzio Grand Sedan	Standard Character	39	Reg. # 3,652,680 Ser. # 77675014 Reg. Date 9/15/09	Class 39 (Phonograph Records)	Renewal between 9/15/28 and 9/15/29.	Section 8 & 15 filed 02/26/15 Assignment / Acknowledgment issued 10/11/15. Ser. # & 9 filed 02/27/15. Notice of Assignment / Renewal issued 10/9/19.	