

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AROD CORPORATION		03/26/2024	Corporation: FLORIDA
TASHELLA, LLC		03/26/2024	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Company Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
Street Address:	225 W WASHINGTON STREET		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88694661	THE CORP	
Serial Number:	88694653	THE CORP	
Registration Number:	4758678	A-ROD CORP	
Registration Number:	4763195	A-ROD CORP	
Registration Number:	5392497		
Registration Number:	2504816	AROD	
Registration Number:	4196849	ALEX RODRIGUEZ	
Registration Number:	4297043	ALEX RODRIGUEZ	
Registration Number:	4099172	ALEX RODRIGUEZ	
Registration Number:	4102581	ALEX RODRIGUEZ	
Registration Number:	4099171	ALEX RODRIGUEZ	
Registration Number:	4099170	ALEX RODRIGUEZ	
Registration Number:	6502626		
Registration Number:	6322567		
CORRESPONDENCE DATA			

OP \$365.00.00 88694661

Fax Number: 8602402701

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.

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

NAME OF SUBMITTER:	Michelle Fournier
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SIGNATURE:	Michelle Fournier
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DATE SIGNED:	03/28/2024
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Total Attachments: 6

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AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as of March 26, 2024, 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.

WITNESSETH:

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement, dated as of March 13, 2023, by and among each Grantor, 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 executed and delivered that certain Notice of Grant of Security Interest in Trademarks, dated as of March 13, 2023 (the “Existing Notice”), by and among each Grantor and the Collateral Agent; and

WHEREAS, each Grantor is a party to that certain Amended and Restated 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”), by and among 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 and is required to execute and deliver this Notice to the Collateral Agent, for the benefit of itself and the holders of the Notes, to amend and restate the Existing Notice in its entirety.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition (including in the introductory clauses above) are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor (a) party to the Existing Notice hereby ratifies and reaffirms the pledges, assignments and grants of security interests made by such Grantor to the Collateral Agent pursuant to the Existing Notice and (b) 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”) to secure the prompt and complete payment and performance of the Senior Secured Obligations:

- (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.

Section 8. Amendment and Restatement. This Notice shall supersede the Existing Notice on the date hereof and the rights and obligations of the respective parties under the Existing Notice shall be subsumed within and governed by this Notice, and this Notice does not constitute a release or novation of the Existing Notice or of the security interests granted thereby or a waiver or release by any party to the Existing Notice.

[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: Alexander Emmanuel Rodriguez
Name: Alexander Emmanuel Rodriguez
Title: President

TASHELLA, LLC,
as Grantor

By: Alexander Emmanuel Rodriguez
Name: Alexander Emmanuel Rodriguez
Title: Manager

[Signature Page to and Restated Notice of Grant of Security Interest in Trademarks – Arod]

TRADEMARK
REEL: 008383 FRAME: 0400

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 Amended and Restated Notice of Grant of Security Interest in Trademarks – Arod]



TRADEMARK
REEL: 008383 FRAME: 0401

SCHEDULE I
TO
AMENDED AND RESTATED 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