

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Snow Joe, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 8, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Merchant Factors Corp.

Street Address: 1441 Broadway-22nd Floor

City: New York

State: New York

Country: USA Zip: 10018

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

3163228, 3873642

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gavin C. Grusd

Internal Address: \_\_\_\_\_

Street Address: 100 Jericho Quadrangle  
Suite 300

City: Jericho

State: New York Zip: 11753

Phone Number: (516) 479-6300

Docket Number: \_\_\_\_\_

Email Address: ggrusd@sallp.com

#### 6. Total number of applications and registrations involved:

2

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed

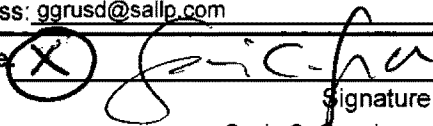
#### 8. Payment Information:

*See attached credit card authorization*

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

#### 9. Signature



Signature

Gavin C. Grusd

9/18/14

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$65.00 3163228

**CORPORATE GUARANTY**

August 8, 2014

Merchant Factors Corp.  
1441 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10018

Gentlemen:

We, SNOW JOE, LLC a limited liability company organized and existing under the laws of the State of New York, having its principal place of business at 86 Executive Avenue, Edison, NJ 08817 and JEC 305 VETERANS BOULEVARD, LLC, hereinafter the "Principal", are engaged in interrelated businesses and have continued financial dealings with each other. The extension of loans and advances by you to the Principal is in our direct business interest.

Therefore, to induce you, in your discretion, to extend loans and advances to the Principal, and in consideration of the premises herein contained and in consideration of the loan and advances extended and to be extended to the Principal by you, in your sole discretion, we hereby guarantee the due and full performance by the Principal, in all respects, of the Term Loan Note between you and the Principal dated 8/8/2014, hereafter owing to you by the Principal, direct or indirect, fixed or contingent, now due or hereafter arising, and whether under said Agreement or otherwise, including but not limited to any and all sums due or to become due to you upon any claims owned or held by you whether originally owned or held by you or at any time assigned to you (all hereinafter called "Obligations").

We hereby waive notice of acceptance hereof and of all advances, and repayments, and of sale, delivery, advance, shipment, discount, default or demand of payment, as well as any other notice or demand to which we may at any time be entitled.

Our undertakings herein are primary, and no recourse need be had by you against the Principal or any other guarantor or any collateral held by you before proceeding against us. Our liability hereunder shall be joint and several and you may proceed against any one or more of us without affecting the liability of any other.

At any time, without notice, any modification of the Obligations may be made or any extensions may be granted the Principal, or security or commercial paper taken or released, or the Principal or other guarantors hereof, or any others, may be compromised with or released, without affecting our liability hereunder.

If a petition in bankruptcy or an application for any other relief under any provisions of the Bankruptcy Act is filed by or against the Principal, or a receiver is appointed for the assets or affairs of the Principal or in the event that the Principal shall make a general assignment for the benefit of the creditors, or in the event that the Principal shall convene or cause to be convened a meeting of its

creditors or of its principal creditors, or if there shall be any default as to any Obligation of the Principal or under any agreement relating to any Obligation, all sums due you by the Principal and not yet matured shall forthwith mature and all sums due you under the said contract shall be immediately computed, and shall be forthwith payable by us on demand.

We hereby agree that no invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security thereof shall affect, impair or be a defense to this Guaranty, and this Guaranty is, to us, a primary obligation.

This Guaranty shall continue in full force and effect until all Obligations are paid in full and until all agreements under which you may extend credit to the Principal are terminated.

This guaranty shall be governed and construed in accordance with the Law of the State of New York and shall bind and benefit our respective successors and assigns.

We hereby waive the right to a trial by jury in any litigation between you and us which may arise out of any matter under this Guaranty.

There shall be no waiver or modification of this Guaranty except in writing, and any such waiver or modification shall apply only to the specific instance involved.

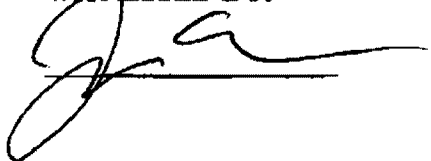
We have performed all corporate action necessary to authorize the execution of this Guaranty and attach the documents evidencing such action.

In support of this Corporate Guaranty we have agreed to pledge to you our Trademarks "Snow Joe" and "Sun Joe" and will execute any documents required by you to give effect to this pledge.

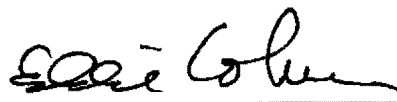
Very truly yours,

**SNOW JOE, LLC**

WITNESSED BY:



By :



**EDDIE COHEN**  
Member

**CERTIFICATE OF SECRETARY  
OF  
SNOW JOE, LLC**

THE UNDERSIGNED, Secretary of SNOW JOE, LLC, a New York corporation, DOES HEREBY CERTIFY that at a meeting of the Board of Directors of SNOW JOE, LLC duly called and held on Aug 8<sup>th</sup>, 20 14, at which a quorum was present for the transaction of business, the following resolution was duly unanimously adopted and remains in full force and effect :

"RESOLVED, that the President, or Vice President or Secretary or Treasurer of SNOW JOE, LLC be and any of them is hereby authorized and directed to execute on behalf of the Corporation and affix the corporate seal thereto a certain instrument of guarantee in favor of and presented by MERCHANT FACTORS CORP. of 1441 Broadway, 22<sup>nd</sup> Floor, New York, NY 10018 of performance and payment when due of all obligations of JEC 305 VETERANS BOULEVARD, LLC heretofore or hereafter arising; it being to the business interest of this corporation to execute and deliver such guarantee to MERCHANT FACTORS CORP."

9-c

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the corporate seal of 305 VETERANS BLVD. this 8<sup>th</sup> day of Aug, 20 14.

Eddie Cohen  
**EDDIE COHEN**  
Member

Joseph Cohen  
**JOSEPH COHEN**  
Member

( CORPORATE SEAL OF SNOW JOE, LLC )  
STATE OF New Jersey )

COUNTY OF middlesex ) SS.:

Eddie Cohen On the 8<sup>th</sup> day of August, 20 14, before me personally came Eddie Cohen, to me known to be the individual described in and who executed the foregoing instrument

and acknowledged that he/she executed the same.

**Marian T. Awad**  
Notary Public  
New Jersey

My Commission Expires 5-16-18  
ID No. 2434083

Marian T. Awad  
Notary Public

STATE OF New Jersey )  
COUNTY OF middlesex ) SS.:

Joseph Cohen On the 8<sup>th</sup> day of August, 20 14, personally appeared Joseph Cohen to me known to be the individual (s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

**Marian T. Awad**  
Notary Public  
New Jersey

My Commission Expires 5-16-18  
ID No. 2434083

Marian T. Awad  
Notary Public

CONSENT

THE UNDERSIGNED, constituting the holder(s) of all of the stock of SNOW JOE, LLC entitled to vote thereon, do hereby consent to the execution by said corporation of the annexed agreement of guarantee whereby said corporation guarantees the due and full performance by JEC 305 VETERANS BOULEVARD, LLC of its Factoring Agreement with MERCHANT FACTORS CORP. dated Aug 8<sup>th</sup> 2014 and the payment on demand by said corporation to MERCHANT FACTORS CORP. of any and all sums which may be due and owing at any time.

*Eddie Cohen*

EDDIE COHEN  
Member

*[Signature]*

~~ROBERT COHEN~~  
Member

~~JOSEPH COHEN~~ (S.C.)

DATED: Aug 8<sup>th</sup> 2014

STATE OF New Jersey  
COUNTY OF Middlesex SS.:

On the 8<sup>th</sup> day of August, 2014, personally appeared Eddie Cohen to me known to be the individual (s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

Marian T Awad  
Notary Public  
New Jersey  
My Commission Expires 5-16-18  
ID No. 2434083

*Marian T. Awad*  
Notary Public

STATE OF New Jersey  
COUNTY OF Middlesex SS.:

On the 8<sup>th</sup> day of August, 2014, personally appeared Joseph Cohen to me known to be the individual (s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

Marian T Awad  
Notary Public  
New Jersey  
My Commission Expires 5-16-18  
ID No. 2434083

*Marian T. Awad*  
Notary Public

**MERCHANT  
FACTORS  
CORP.**



1441 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10018  
Tel: (212)840-7575 Fax: (212)869-1752  
www.merchantfactors.com

July 8, 2014

SNOW JOE, LLC  
86 Executive Avenue  
Edison, NJ 08817  
Attn: Joseph Cohen, Manager

Dear Mr. Cohen:

Reference is made to the Discount Factoring Agreement dated January 17, 1013, as amended ("Agreement") and hereby amend it as follows: . Effective July 1, 2014 the contract is amended to add the following:

Re: Paragraph 9. Security Interest

**(c) Trade marks and trade names "Snow Joe" and "Sun Joe"**

All other terms and conditions of the above Agreement remain unchanged and in full force and effect.

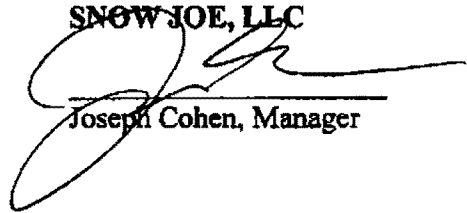
Kindly sign below signifying your agreement to the foregoing.

Very truly yours,

MERCHANT FACTORS CORP.

By:   
Neville Grusd, EVP

**READ AND AGREED:  
SNOW JOE, LLC**

  
Joseph Cohen, Manager

\* AS Agreed , Security Interest in "Snow Joe" and "Sun Joe"  
trade marks shall burn off upon repayment of 1,380,000 term  
loan. 