

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNOW JOE, LLC		03/03/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3712389	MOW JOE	
Registration Number:	3712390	CHIPPER JOE	
Registration Number:	3873642	SUN JOE	
Registration Number:	3223436	SNOWJOE	
Registration Number:	3163228	SNOW JOE	
Registration Number:	3237801	GET EQUIPPED	
Registration Number:	4567726	ECOSHARP	
Registration Number:	4245549	TILLER JOE	
Registration Number:	4496013	SNOWJOE ION	
Registration Number:	5095706	AQUA JOE	
Registration Number:	5041515	SUNJOE ION	
Registration Number:	5091571	CUT THE CORD	
Registration Number:	4828556	MELT	
Registration Number:	5037056	LET GRAVITY DO THE WORK	
Registration Number:	5124859	GO WITH JOE	
Registration Number:	5129548	SO EASY IT'S LIKE VACUUMING	
Registration Number:	4896422	ILLUM-N-BROOM	
Registration Number:	4999292	YOU NAME IT. YOU AIM IT. GRIME IS GONE.	
Registration Number:	5138778	BEST IN SNOW	
TRADEMARK			

OP \$1115.00 3712389

Property Type	Number	Word Mark
Registration Number:	5197181	SWITCHSTIK
Registration Number:	5336943	SPRING IT AND FLING IT
Registration Number:	5618227	POWER JOE
Serial Number:	90200250	POWER JOE
Registration Number:	5618358	AIR JOE
Registration Number:	5529954	SPX3000
Registration Number:	5699325	FIBERJACKET
Serial Number:	88952871	SUN JOE
Serial Number:	88711701	SMART JOE
Serial Number:	88711719	AUTO JOE
Registration Number:	6143763	SPX3000 XTREAM
Registration Number:	6223385	JOE'S FACTORY OUTLET
Registration Number:	6174621	SUPPLYAID
Serial Number:	88952712	CHOOSE YOUR COVERAGE
Serial Number:	90045734	INFINIVAC
Serial Number:	90045747	JOEVAC
Registration Number:	5948059	TG TREKGEAR
Registration Number:	5724586	HAMMOCK IN A BAG
Registration Number:	5423461	BLISS HAMMOCKS
Registration Number:	5423460	PARADISE HAMMOCKS
Registration Number:	5421610	SKY TENT
Registration Number:	5223138	FIND YOUR BLISS
Registration Number:	5222827	#FINDYOURBLISS
Registration Number:	4727982	MAHA FITNESS PRODUCTS
Registration Number:	3553500	BLISS HAMMOCKS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@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: K. Terrell Hutchins

SIGNATURE: /K. Terrell Hutchins/

DATE SIGNED: 03/04/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 3rd day of March, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 3, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Snow Joe, LLC, a New York limited liability company (“Snow Joe”), SJ Canada LLC, a New York limited liability company (“SJ Canada” and, together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 3, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

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

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement or on any notice delivered to Agent under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each

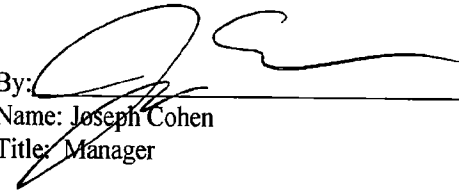
of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice. Any party delivering an executed counterpart of this Trademark Security Agreement by electronic mail or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

SNOW JOE, LLC

By: 
Name: Joseph Cohen
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007211 FRAME: 0626

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
WP	SUN JOE	Registered	A0097384	11-Jun-2020	1557109	11-Jun-2020
US	MOW JOE	Registered	76/691825	04-Aug-2008	3712389	17-Nov-2009
US	CHIPPER JOE	Registered	76/691852	04-Aug-2008	3712390	17-Nov-2009
US	SUN JOE	Registered	76/697974	19-Jun-2009	3873642	09-Nov-2010
US	SNOW JOE and Design	Registered	78/450101	13-Jul-2004	3223436	27-Mar-2007
US	SNOW JOE	Registered	76/623954	13-Dec-2004	3163228	24-Oct-2006
US	GET EQUIPPED	Registered	76/622792	01-Dec-2004	3237801	01-May-2007
US	ECOSHARP	Registered	86/134803	04-Dec-2013	4567726	15-Jul-2014
US	TILLER JOE	Registered	85/592460	09-Apr-2012	4245549	20-Nov-2012
US	SNOWJOE ION	Registered	85/820334	10-Jan-2013	4496013	11-Mar-2014

US	AQUA JOE	Registered	85/897821	08-Apr-2013	5095706	06-Dec-2016
US	SUNJOE ION	Registered	86/134821	04-Dec-2013	5041515	13-Sep-2016
US	CUT THE CORD	Registered	86247117	09-Apr-2014	5091571	29-Nov-2016
US	MELT Logo	Registered	86384630	03-Sep-2014	4828556	06-Oct-2015
US	LET GRAVITY DO THE WORK	Registered	86402104	22-Sep-2014	5037056	06-Sep-2016
US	GO WITH JOE	Registered	86463641	24-Nov-2014	5124859	17-Jan-2017
US	SO EASY IT'S LIKE VACUUMING	Registered	86463649	24-Nov-2014	5129548	24-Jan-2017
US	ILLUM-N-BROOM	Registered	86525322	05-Feb-2015	4896422	02-Feb-2016
US	YOU NAME IT. YOU AIM IT. GRIME IS GONE.	Registered	86550456	02-Mar-2015	4999292	12-Jul-2016
US	BEST IN SNOW	Registered	86854369	18-Dec-2015	5138778	07-Feb-2017
US	SWITCHSTIK	Registered	87029963	09-May-2016	5197181	02-May-2017
US	SPRING IT AND FLING IT	Registered	87266624	13-Dec-2016	5336943	14-Nov-2017

US	POWER JOE	Registered	87387401	27-Mar-2017	5618227	27-Nov-2018
US	POWER JOE	Pending	90/200250	22-Sep-2020		
US	AIR JOE	Registered	87470388	31-May-2017	5618358	27-Nov-2018
US	SPX3000	Registered	87737236	28-Dec-2017	5529954	31-Jul-2018
US	FIBERJACKET	Registered	87939709	29-May-2018	5699325	12-Mar-2019
US	SUN JOE	Published	88/952871	08-Jun-2020		
US	SMART JOE	Allowed	88/711701	02-Dec-2019		
US	AUTO JOE	Allowed	88/711719	02-Dec-2019		
US	SPX3000 XTREAM	Registered	88/768592	22-Jan-2020	6143763	01-Sep-2020
US	JOE'S FACTORY OUTLET	Registered	88/714908	04-Dec-2019	6223385	15-Dec-2020
US	SUPPLYAID design	Registered	88/853710	31-Mar-2020	6174621	13-Oct-2020
US	CHOOSE YOUR COVERAGE	Allowed	88/952712	08-Jun-2020		

US	INFINIVAC	Allowed	90/045734	10-Jul-2020		
US	JOEVAC	Allowed	90/045747	10-Jul-2020		
US	TG TREKGEAR design	Registered			5948059	31-Dec-2019
US	HAMMOCK IN A BAG	Registered			5724586	16-Apr-2019
US	BLISS HAMMOCKS	Registered			5423461	13-Mar-2018
US	PARADISE HAMMOCKS	Registered			5423460	13-Mar-2018
US	SKY TENT	Registered			5421610	13-Mar-2018
US	FIND YOUR BLISS	Registered			5223138	13-Jun-2017
US	#FINDYOURBLISS	Registered			5222827	13-Jun-2017
US	MAHA FITNESS PRODUCTS design	Registered			4727982	28-Apr-2015
US	BLISS HAMMOCKS design	Registered			3553500	30-Dec-2008
MX	SUN JOE	Registered	A0097384	11-Jun-2020	1557109	11-Jun-2020
IN	SUPPLYAID design	Pending	4653307	12-Sep-2020		
IN	Snow Joe v. Nidhin Thomas Srambikal - SUNJOE design	Published	1046288	22-May-2020		
IN	SUN JOE	Published	4521980	06-Jun-2020		

IN	SUNJOE design	Pending	4521981	06-Jun-2020		
EM	SNOW JOE	Registered	014449649	07-Aug-2015	014449649	17-Dec-2015
EM	SUN JOE	Registered	014449656	07-Aug-2015	014449656	09-Dec-2015
CU	SUN JOE	Registered	A0097384	11-Jun-2020	1557109	11-Jun-2020
CO	SUN JOE	Registered	A0097384	11-Jun-2020	1557109	11-Jun-2020
CN	SNOW JOE	Registered	24542873	08-Jun-2017	24542873	14-Jun-2018
CN	SNOW JOE	Registered	24542872	08-Jun-2017	24542872	14-Jun-2018
CN	SNOW JOE	Registered	24542871	08-Jun-2017	24542871	14-Jun-2018
CN	SNOW JOE	Registered	24542870	08-Jun-2017	24542870	14-Jun-2018
CN	SNOW JOE	Registered	24542869	08-Jun-2017	24542869	14-Jun-2018
CN	SNOW JOE	Registered	24542868	08-Jun-2017	24542868	14-Jun-2018
CN	SNOW JOE	Registered	24542867	08-Jun-2017	24542867	14-Jun-2018

CN	SUN JOE (Class 21)	Registered	24542879	08-Jun-2017	24542879	21-Jun-2019
CN	SUN JOE (Class 7)	Registered	24542875	08-Jun-2017	24542875	21-Jun-2019
CN	SUN JOE (Class 9)	Registered	24542877	08-Jun-2017	24542877	21-Jun-2019
CN	SUN JOE (Class 8)	Registered	24542876	08-Jun-2017	24542876	21-Jun-2019
CN	SUN JOE in Class 9 (Re-filing of additional Goods)	Published	37768274	24-Apr-2019		
CN	SUPPLYAID design	Pending	50194986	30-Sep-2020		
CA	SNOW JOE	Registered	1399851	06-Jun-2008	TMA808314	04-Oct-2011
CA	SUN JOE	Registered	1748373	30-Sep-2015	TMA959961	11-Jan-2017
CA	SNOW JOE	Registered	1748374	30-Sep-2015	TMA967148	30-Mar-2017
CA	SUN JOE	Registered	2058972	11-Jun-2020	1557109	11-Jun-2020
CA	SUPPLYAID design	Pending	2051141	11-Sep-2020		
BR	SUN JOE	Registered	A0097384	11-Jun-2020	1557109	11-Jun-2020

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

- License Agreement, dated as of February 27, 2018, between Ergieshovel, LLC and Snow Joe, LLC
- License Agreement, dated as of April 15, 2019, between MIW Associates, LLC and Snow Joe, LLC
- License Agreement, dated as of April 27, 2018, between Marta Stewart Living Omnimedia, Inc. and Snow Joe, LLC, as amended by the First Amendment thereto, dated as of December 13, 2019
- License Agreement, dated as of October 15, 2009, between Prima Ventures, Inc. d/b/a Sharper Blade and Snow Joe, LLC
- License Agreement, dated as of May 10, 2016, among Ergo Analytics LLC, Howard Rosenshine and Snow Joe, LLC, as amended by the Amendment thereto, dated as of October 8, 2019
- Sublicense Agreement, dated as of May 10, 2016, between The Handler, LLC and Snow Joe, LLC