

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM767360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Snowe, Inc.		11/10/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Snowe Holdings LLC		
<b>Street Address:</b>	8 THE GREEN, STE B		
<b>City:</b>	DOVER		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86563535	SNOWE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2013732068		
<b>Email:</b>	salexander@pashmanstein.com		
<b>Correspondent Name:</b>	Samantha T. Alexander		
<b>Address Line 1:</b>	Court Plaza South		
<b>Address Line 2:</b>	21 Main Street, Suite 200		
<b>Address Line 4:</b>	Hackensack, NEW JERSEY 07601		
<b>NAME OF SUBMITTER:</b>	Samantha T. Alexander		
<b>SIGNATURE:</b>	/Samantha T. Alexander/		
<b>DATE SIGNED:</b>	11/11/2022		
<b>Total Attachments: 6</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Agreement”), made as of November 10, 2022, and is by and between Snowe Inc. (“Assignor”), and Snowe Holdings LLC (“Assignee”). Together Assignee and Assignor shall be referred to herein as the “Parties” or each, a “Party”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Loan Documents (as defined below).

**WHEREAS**, Assignee currently holds a senior secured and perfected security interest in the Collateral pursuant to that certain Promissory Note dated September 14, 2021 (the “Note”) in the principal amount of up to \$1,500,000 (the “Loan”), given by Assignor to the order of the Steel Capital Finance, LLC – Snowe Series I (“Steel”), that certain Loan and Security Agreement dated as of September 14, 2021, made by between Assignor and Steel, as amended by that certain First Amendment to Loan and Security Agreement, dated as of October 21, 2021, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of November 24, 2021 (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference) (the “Loan Agreement”), that certain Limited Guaranty dated as of September 14, 2021 given by Rachel Cohen and Andres Modak which guaranties payment and performance of all Obligations of Assignor, subject to the limitations stated therein (the “Guaranty”), and that certain UCC Financing Statement filed on September 14, 2021 in the office of the Delaware Department of State, U.C.C. Filing Section (Filing No. 20217296768) (the “Financing Statement”, and together with the Note, the Loan Agreement, the Guaranty and all other documents and agreements executed and delivered to Steel in connection therewith, are hereinafter collectively referred to as the “Loan Documents”);

**WHEREAS**, the Loan was assigned by Steel to Assignee pursuant to that certain Loan Assignment and Sale Agreement made as of September 9, 2022, between Steel and Assignee, pursuant to which Assignee assumed and was assigned all of Steel’s rights, title and interest in and to the Loan and all of Steel’s rights, liabilities and obligations under the Loan Documents;

**WHEREAS**, Assignor has defaulted and continues to remain in default on payments due under the Loan Documents described above, as noted in that certain Notice of Default and Demand for Payment, dated as of April 26, 2022, that certain Notice of Default and Demand for Payment, dated as of June 10, 2022, and confirmed pursuant to that certain Judgment of Confession, dated as of June 14, 2022, entered in that certain Case of Index No. 22-517052, styled as Steel Capital Finance, LLC – Snowe Series I v. Snowe, Inc. before the Supreme Court for the State of New York, County of Kings;

**WHEREAS**, pursuant to and in accordance with the Loan Agreement, and pursuant to that certain Notice of Delivery of Collateral dated as of October 12, 2022, Assignee required that Assignor deliver to it all Collateral and Intellectual Property Collateral; and

**WHEREAS**, in furtherance of Assignee’s rights and remedies under the Loan Agreement, Assignee requests that Assignor convey, transfer, and assign to the Assignee, the Intellectual Property Collateral.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title, goodwill, and interest in and to the following Intellectual Property Collateral:

a. all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Assignor's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter referred to individually and/or collectively referred to as the "**Patents**");

b. all trademarks including, without limitation, the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all amendments, extensions, renewals and extensions thereof (the "**Trademarks**");

c. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Schedule 1 hereto, and all amendments, extensions, renewals and extensions thereof (the "**Copyrights**")

d. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, and all amendments, extensions, renewals and extensions thereof (collectively, the "**Mask Works**");

e. all internet websites and internal domain names, including, without limitation, those set forth on Schedule 1 hereto, and all amendments, extensions, renewals and extensions thereof (collectively, the "**Domain Names**"); and

f. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Schedule 1 hereto, and all amendments, extensions, renewals and extensions thereof (collectively, the "**Social Media Accounts**");

g. all licenses (including without limitation, the Remedies License) or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts;

h. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

i. any and all Accounts, General Intangibles, royalties, fees, income, payments and all other proceeds and products now or hereafter due or payable with respect to any and all of the foregoing; and

j. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damage.

2. Recordation and Further Actions -Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement and to take any further actions that may be required by such entities or agencies in furtherance of such recordation or registration upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, representatives, agents, assigns, and legal counsel or representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Collateral to Assignee, or any assignee or successor thereto as long as undertaken at the Assignee's expense.

4. Amendment and Assignment- This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Assignor may not assign any of its rights under this Agreement without the prior written consent of the Assignee, which consent may be withheld in its sole discretion. Assignee shall be permitted to assign its rights or obligations under this Agreement.

5. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). All disputes arising out of the terms of this Agreement shall be brought in the State or Federal Courts of the State of New York.

7. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

8. Mutually Drafted Agreement. The Parties have had the opportunity to be fully represented by counsel of their own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement. Further, each party hereto acknowledges reading this entire document, understanding its terms and effects, and that this Agreement is being signed freely by each of the Parties. Each of the terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties.

*[remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

SNOWE INC  
DocuSigned by:

By: Rachel Cohen  
Name: Rachel Cohen  
Title: Co-Founder, Co-CEO

SNOWE HOLDINGS LLC  
DocuSigned by:

By: Denver Rayburn  
Name: Denver Rayburn  
Title: Managing Member

**SCHEDULE 1**  
**INTELLECTUAL PROPERTY COLLATERAL**

Patents:

<u>Description</u>	<u>Patent Application</u>

Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>
SNOWE	86563535	5311778

Domain Names: <https://snowehome.com/>

Social Media Accounts:

- Twitter: @snowehome - <https://twitter.com/snowehome>
- Facebook: @snowehome - <https://www.facebook.com/snowehome>
- Instagram: snowehome - <https://www.instagram.com/snowehome/>
- Pinterest: @snowehome - <https://www.pinterest.com/snowehome/>