

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TMI16157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weather Brands LLC		02/06/2024	Limited Liability Company: TEXAS

**RECEIVING PARTY DATA**

<b>Company Name:</b>	Merchant Financial Corporation
<b>Street Address:</b>	1441 Broadway, 17th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Corporation: CONNECTICUT

**PROPERTY NUMBERS Total: 43**

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

CH \$1090.00.00 76691825

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
Serial Number:	88768592	SPX3000 XTREAM
Serial Number:	88714908	JOE'S FACTORY OUTLET
Serial Number:	88853710	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:	5223138	FIND YOUR BLISS
Registration Number:	5222827	#FINDYOURBLISS
Registration Number:	4727982	MAHA FITNESS PRODUCTS
Registration Number:	3553500	BLISS HAMMOCKS

**CORRESPONDENCE DATA**

**Fax Number:**

*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)927-9801  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC -J. Paterson  
**Address Line 1:** 19 West 44th Street  
**Address Line 2:** Suite 200  
**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	1417262
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	Jean Paterson
<b>DATE SIGNED:</b>	02/09/2024

**Total Attachments: 19**

source=2-9-2024 WEATHER\_BRANDS\_TM#page1.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page2.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page3.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page4.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page5.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page6.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page7.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page8.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page9.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page10.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page11.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page12.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page13.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page14.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page15.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page16.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page17.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page18.tif

source=2-9-2024 WEATHER\_BRANDS\_TM#page19.tif

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 6<sup>th</sup> day of February, 2024 between **WEATHER BRANDS LLC** having its chief executive office at c/o Cayre Equities LLC, 134 West 29th Street, 4th Floor, New York, New York 10001 ("Borrower") and **MERCHANT FINANCIAL CORPORATION** having a mailing address at 1441 BROADWAY, 17<sup>TH</sup> FLOOR, NEW YORK, NEW YORK 10018 ("Lender").

**WITNESSETH:**

**WHEREAS**, Lender has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Lender may provide financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

**WHEREAS**, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Lender certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower 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 Loan Agreement.

2. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Lender, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service

mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark 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 License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Financing Agreements.

### 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations (as defined in the Loan Agreement).

### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Lender to Borrower under the Financing Agreements:

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Lender's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 4(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrower further authorizes Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not

limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall promptly give Lender written notice if, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interests in and conditional assignment of such Trademark in favor of Lender.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable, provided that Borrower may abandon any Trademark that Borrower reasonably determines is not useful to its business or no longer commercially desirable. Borrower shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as Lender shall determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Lender if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Lender, Borrower, at Borrower's sole expense, shall join with Lender in such action as Lender, in Lender's sole and absolute discretion, may deem advisable for the protection of Lender's interest in and to any or all of the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Borrower shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

## 5. **RIGHTS AND REMEDIES**

Upon the occurrence and continuance of an Event of Default, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Lender by Borrower or any affiliate of Borrower or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, and shall give prior written notice to Borrower pursuant to the terms of the Loan Agreement of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts



which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement.

(f) Borrower shall supply to Lender or to Lender's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## **6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Lender expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Lender irrevocably waive all claims, obligations and defenses that Borrower or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or

inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) LENDER AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of Lender's acts or omissions constituting gross negligence or willful misconduct.

## 7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third business day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions,

modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Lender shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Lender and Borrower and their respective successors and assigns.

(d) No failure or delay by Lender in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Lender's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Lender may have. No waiver by Lender will be effective unless in writing and then only to the extent specifically stated.


(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

**WEATHER BRANDS LLC**

By:  \_\_\_\_\_  
Ken Cayre, Manager

**MERCHANT FINANCIAL CORPORATION,  
as Lender**

By: \_\_\_\_\_  
Name: Adam Winters  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

**WEATHER BRANDS LLC**

By: \_\_\_\_\_  
Ken Cayre, Manager

**MERCHANT FINANCIAL CORPORATION,  
as Lender**

DocuSigned by:  
By: *Adam Winters* \_\_\_\_\_  
Name: Adam Winters  
Title: President and Chief Executive Officer

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
WP	SUN JOE	Registered	A0097384	11-Jun -	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 -	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	9-Apr-2012	4245549	20-Nov-2012
US	SNOWJOE ION	Registered	85/820334	10-Jan -	4496013	11-Mar-2014
US	AQUA JOE	Registered	85/897821	08-Apr-12-	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-	4828556	06-Oct-2015
US	LET GRAVITY DO THE WORK	Registered	86402104	22-Sep-	5037056	06-Sep-2016
US	GO WITH JOE	Registered	86463641	24-Nov-201	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-		
US	AIR JOE	Registered	87470388	31-May-201	5618358	27-Nov-2018
US	SPX3000	Registered	87737236	28-Dec-2017	5529954	31-Jul-2018
US	FIBERJACKET	Registered	87939709	29-May-30-	5699325	12-Mar-2019
US	SUN JOE	Published	88/952871	08-Jun-		

US	SMART JOE	Allowed	88/711701	02-Dec-20		
US	AUTO JOE	Allowed	88/711719	02-Dec-2019		
US	SPX3000 XTREAM	Registered	88/768592	22-Jan -	6143763	01-Sep-2020
US	JOE'S FACTORY OUTLET	Registered	88/714908	04-Dec-20	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 -		
US	INFINIVAC	Allowed	90/045734	10-Jul-20		
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	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 -	1557109	11-Jun-2020
IN	SUPPLYAID design	Pending	4653307	12-Sep -		
IN	Snow Joe v. Nidhin Thomas Srmbikal - SUNJOE design	Published	1046288	22-May-202		
IN	SUN JOE	Published	4521980	06-Jun -		
IN	SUNJOE design	Pending	4521981	06-Jun -		
EM	SNOW JOE	Registered	014449649	07-Aug-20	014449649	17-Dec-2015
EM	SUN JOE	Registered	014449656	7-Aug-2015	014449656	09-Dec-2015
CU	SUN JOE	Registered	A0097384	11-Jun -	1557109	11-Jun-2020
CO	SUN JOE	Registered	A0097384	11-Jun -	1557109	11-Jun-2020
CN	SNOW JOE	Registered	24542873	9-Jun -	24542873	14-Jun-2018
CN	SNOW JOE	Registered	24542872	08-Jun -	24542872	14-Jun-2018
CN	SNOW JOE	Registered	24542871	08-Jun -	24542871	14-Jun-2018
CN	SNOW JOE	Registered	24542870	08-Jun -	24542870	14-Jun-2018
CN	SNOW JOE	Registered	24542869	08-Jun -	24542869	14-Jun-2018
CN	SNOW JOE	Registered	24542868	08-Jun -	24542868	14-Jun-2018
CN	SNOW JOE	Registered	24542867	08-Jun -	24542867	14-Jun-2018

CN	SUN JOE (Class 21)	Registered	24542879	08-Jun -	24542879	21-Jun-2019
CN	SUN JOE (Class 7)	Registered	24542875	08-Jun -	24542875	21-Jun-2019
CN	SUN JOE (Class 9)	Registered	24542877	08-Jun -	24542877	21-Jun-2019
CN	SUN JOE (Class 8)	Registered	24542876	08-Jun -	24542876	21-Jun-2019
CN	SUN JOE in Class 9 (Re-filing of additional Goods)	Published	37768274	24-Apr- 201		
CN	SUPPLYAID design	Pending	50194986	30-Sep -		
CA	SNOW JOE	Registered	1399851	06-Jun -	TMA808314	04-Oct-2011
CA	SUN JOE	Registered	1748373	30-Sep -	TMA959961	11-Jan-2017
CA	SNOW JOE	Registered	1748374	30-Sep -	TMA967148	30-Mar-2017
CA	SUN JOE	Registered	2058972	11-Jun -	1557109	11-Jun-2020
CA	SUPPLYAID design	Pending	2051141	11-Sep -		
BR	SUN JOE	Registered	A0097384	11-Jun -	1557109	11-Jun-2020

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADEMARK LICENSES**

The License Agreement, dated as of February 6, 2024, by and between Borrower and All Season Power LLC.

**EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT  
SPECIAL POWER OF ATTORNEY**

(SEE ATTACHED)

**SPECIAL POWER OF ATTORNEY**

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

WEATHER BRANDS LLC, a Texas limited liability company with its principal place of office at c/o Cayre Equities LLC, 134 West 29<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, New York 10001 ("Borrower") hereby appoints and constitutes MERCHANT FINANCIAL CORPORATION with offices at 1441 Broadway, 17<sup>th</sup> Floor, New York, NY 10018 ("Lender"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrower and Lender (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Lender.

Dated: 1/31/, 2024

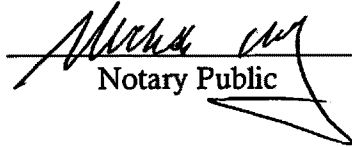
WEATHER BRANDS LLC

By: [Signature]  
Ken Cayre, Manager

**MICHELLE WOLINSKY**  
Notary Public, State of New York  
No. 01WO6278536  
Qualified in New York County  
Commission Expires March 25, 2025

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On the 31 day of Oct in the year 2024, before me, the undersigned, personally appeared Kim Layre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public