

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI20607

<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>
Snow Joe, LLC		02/06/2024	Limited Liability Company: NEW YORK
Wells Fargo Bank		02/06/2024	National Banking Association: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Weather Brands LLC		
<b>Street Address:</b>	134 West 29th Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76691825	MOW JOE	
<b>Serial Number:</b>	76691852	CHIPPER JOE	
<b>Serial Number:</b>	76697974	SUN JOE	
<b>Serial Number:</b>	78450101	SNOWJOE	
<b>Serial Number:</b>	76623954	SNOW JOE	
<b>Serial Number:</b>	76622792	GET EQUIPPED	
<b>Serial Number:</b>	86134803	ECOSHARP	
<b>Serial Number:</b>	85592460	TILLER JOE	
<b>Serial Number:</b>	85820334	SNOWJOE ION	
<b>Serial Number:</b>	85897821	AQUA JOE	
<b>Serial Number:</b>	86134821	SUNJOE ION	
<b>Serial Number:</b>	86247117	CUT THE CORD	
<b>Serial Number:</b>	86384630	MELT	
<b>Serial Number:</b>	86402104	LET GRAVITY DO THE WORK	
<b>Serial Number:</b>	86463641	GO WITH JOE	
<b>Serial Number:</b>	86463649	SO EASY IT'S LIKE VACUUMING	

CH \$1090.00.00 76691825

Property Type	Number	Word Mark
Serial Number:	86525322	ILLUM-N-BROOM
Serial Number:	86550456	YOU NAME IT. YOU AIM IT. GRIME IS GONE.
Serial Number:	86854369	BEST IN SNOW
Serial Number:	87029963	SWITCHSTIK
Serial Number:	87266624	SPRING IT AND FLING IT
Serial Number:	87387401	POWER JOE
Serial Number:	90200250	POWER JOE
Serial Number:	87470388	AIR JOE
Serial Number:	87737236	SPX3000
Serial Number:	87939709	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
Serial Number:	88366112	TG TREKGEAR
Serial Number:	87511097	HAMMOCK IN A BAG
Serial Number:	87583889	BLISS HAMMOCKS
Serial Number:	87583802	PARADISE HAMMOCKS
Serial Number:	87234234	FIND YOUR BLISS
Serial Number:	87228810	#FINDYOURBLISS
Serial Number:	85638550	MAHA FITNESS PRODUCTS
Serial Number:	77467328	BLISS HAMMOCKS

**CORRESPONDENCE DATA**

Fax Number: 6179464801

*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: 16179464830

Email: bosippto@seyfarth.com

Correspondent Name: Brian L. Michaelis

Address Line 1: Suite 1200

Address Line 2: Seyfarth Shaw LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 067025-000001

<b>NAME OF SUBMITTER:</b>	June Kaps
<b>SIGNATURE:</b>	June Kaps
<b>DATE SIGNED:</b>	02/12/2024
<b>Total Attachments: 8</b> source=067025 Trademark Assignment (Snow Joe)#page1.tif source=067025 Trademark Assignment (Snow Joe)#page2.tif source=067025 Trademark Assignment (Snow Joe)#page3.tif source=067025 Trademark Assignment (Snow Joe)#page4.tif source=067025 Trademark Assignment (Snow Joe)#page5.tif source=067025 Trademark Assignment (Snow Joe)#page6.tif source=067025 Trademark Assignment (Snow Joe)#page7.tif source=067025 Trademark Assignment (Snow Joe)#page8.tif	

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of February 6, 2024 and is among Snow Joe, LLC, a New York limited liability company (the "Assignor"), Wells Fargo Bank, National Association, as secured party in possession ("Secured Party"), and Weather Brands LLC, a Texas limited liability company (together with its successors, assigns, and participants, the "Assignee").

### **RECITALS**

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, the servicemarks otherwise utilized by Assignor, in each case, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Peaceful Possession of Collateral, dated as of the date hereof, made by Assignor in favor of Secured Party (the "Peaceful Possession Agreement"), the Assignor has agreed to surrender, deliver, grant, and turn over peaceful possession of Assignor's right, title and interest in and to the Marks to the Secured Party; and

C. Pursuant to the terms of the Secured Party Bill of Sale, dated as of the date hereof, between Secured Party and Assignee (the "Bill of Sale"), Secured Party, as secured party in possession of the Marks, transferred and assigned all of Assignor's right, title, and interest in and to the Marks to the Assignee.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Peaceful Possession Agreement and the Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, the Assignor, Secured Party, and the Assignee hereby agree as follows:

1. The Assignor hereby irrevocably surrenders, delivers, grants, and turns over peaceful possession to the Secured Party, as secured party in possession (pursuant to the terms and conditions of the Peaceful Possession Agreement), and the Secured Party transfers and assigns to Assignee (pursuant to the terms and conditions of the Bill of Sale), all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. The within assignment includes, without limitation: (i) any similar, corresponding or equivalent rights to the Marks; (ii) all renewals associated with the Marks; (iii) all non-registered rights appurtenant to the Marks; and (iv) all documentation related to the Marks.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests

the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Peaceful Possession Agreement and the Bill of Sale and is not intended in any way to supersede, limit, qualify or expand any provision of the Peaceful Possession Agreement or the Bill of Sale.

4. Upon request by the Assignee, the Assignor and Secured Party will each execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be reasonably necessary or reasonably requested (at Assignee's cost and expense) by the Assignee to vest full title in and to all Marks in the Assignee, or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor and Secured Party agree to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights in and to the Marks, in each case at Assignee's cost and expense. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor, Secured Party, and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

SNOW JOE, LLC

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name:  
Its:

**ASSIGNEE:**

WEATHER BRANDS LLC

By: \_\_\_\_\_  
Name:  
Its:

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


**ASSIGNOR:**

SNOW JOE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:  \_\_\_\_\_  
Name: Nicholas Maggio  
Its: Authorized Signatory

**ASSIGNEE:**

WEATHER BRANDS LLC

By: \_\_\_\_\_  
Name:  
Its:





**Schedule A**

<b>Trademark Name</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
MOW JOE	Registered	76/691825	04-Aug-2008	3712389	17-Nov-2009
CHIPPER JOE	Registered	76/691852	04-Aug-2008	3712390	17-Nov-2009
SUN JOE	Registered	76/697974	19-Jun-2009	3873642	09-Nov-2010
SNOW JOE and Design	Registered	78/450101	13-Jul-2004	3223436	27-Mar-2007
SNOW JOE	Registered	76/623954	13-Dec-2004	3163228	24-Oct-2006
GET EQUIPPED	Registered	76/622792	01-Dec-2004	3237801	01-May-2007
ECOSHARP	Registered	86/134803	04-Dec-2013	4567726	15-Jul-2014
TILLER JOE	Registered	85/592460	09-Apr-2012	4245549	20-Nov-2012
SNOWJOE ION	Registered	85/820334	10-Jan-2013	4496013	11-Mar-2014
AQUA JOE	Registered	85/897821	08-Apr-2013	5095706	06-Dec-2016
SUNJOE ION	Registered	86/134821	04-Dec-2013	5041515	13-Sep-2016
CUT THE CORD	Registered	86247117	09-Apr-2014	5091571	29-Nov-2016
MELT Logo	Registered	86384630	03-Sep-2014	4828556	06-Oct-2015
LET GRAVITY DO THE WORK	Registered	86402104	22-Sep-2014	5037056	06-Sep-2016

GO WITH JOE	Registered	86463641	24- Nov- 2014	5124859	17-Jan-2017
SO EASY IT'S LIKE VACUUMING	Registered	86463649	24- Nov- 2014	5129548	24-Jan-2017
ILLUM-N-BROOM	Registered	86525322	05- Feb- 2015	4896422	02-Feb-2016
YOU NAME IT. YOU AIM IT. GRIME IS GONE.	Registered	86550456	02- Mar- 2015	4999292	12-Jul-2016
BEST IN SNOW	Registered	86854369	18- Dec- 2015	5138778	07-Feb-2017
SWITCHSTIK	Registered	87029963	09- May- 2016	5197181	02-May-2017
SPRING IT AND FLING IT	Registered	87266624	13- Dec- 2016	5336943	14-Nov-2017
POWER JOE	Registered	87387401	27- Mar- 2017	5618227	27-Nov-2018
POWER JOE	Pending	90/200250	22- Sep- 2020		
AIR JOE	Registered	87470388	31- May- 2017	5618358	27-Nov-2018
SPX3000	Registered	87737236	28- Dec- 2017	5529954	31-Jul-2018
FIBERJACKET	Registered	87939709	29- May- 2018	5699325	12-Mar-2019
SUN JOE	Published	88/952871	08- Jun- 2020		
SMART JOE	Allowed	88/711701	02- Dec- 2019		
AUTO JOE	Allowed	88/711719	02- Dec- 2019		
SPX3000 XTREAM	Registered	88/768592	22-	6143763	01-Sep-2020

			Jan-2020		
JOE'S FACTORY OUTLET	Registered	88/714908	04-Dec-2019	6223385	15-Dec-2020
SUPPLYAID design	Registered	88/853710	31-Mar-2020	6174621	13-Oct-2020
CHOOSE YOUR COVERAGE	Allowed	88/952712	08-Jun-2020		
INFINIVAC	Allowed	90/045734	10-Jul-2020		
JOEVAC	Allowed	90/045747	10-Jul-2020		
TG TREKGEAR design	Registered			5948059	31-Dec-2019
HAMMOCK IN A BAG	Registered			5724586	16-Apr-2019
BLISS HAMMOCKS	Registered			5423461	13-Mar-2018
PARADISE HAMMOCKS	Registered			5423460	13-Mar-2018
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FIND YOUR BLISS	Registered			5223138	13-Jun-2017
#FINDYOURBLISS	Registered			5222827	13-Jun-2017
MAHA FITNESS PRODUCTS design	Registered			4727982	28-Apr-2015
BLISS HAMMOCKS design	Registered			3553500	30-Dec-2008