

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM348975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel/Frame 5366/0121		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merchant Factors Corp.		06/24/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Snow Joe, LLC		
<b>Street Address:</b>	305 Veterans Boulevard		
<b>City:</b>	Carlstadt		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07072		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163228	SNOW JOE	
<b>Registration Number:</b>	3873642	SUN JOE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102015219		
<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>	310-201-5240		
<b>Email:</b>	jlarkin@seyfarth.com, akarriker@seyfarth.com		
<b>Correspondent Name:</b>	Seyfarth Shaw LLP		
<b>Address Line 1:</b>	2029 Century Park East, Suite 3500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3021		
<b>ATTORNEY DOCKET NUMBER:</b>	067025-000004		
<b>NAME OF SUBMITTER:</b>	Joan Kupersmith Larkin		
<b>SIGNATURE:</b>	/Joan Kupersmith Larkin/		
<b>DATE SIGNED:</b>	07/22/2015		
<b>Total Attachments: 4</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE <sup>June 24</sup> OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 24, 2015 ("Effective Date") by Merchant Factors Corp. ("Grantee"), in favor of Snow Joe, LLC ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Discount Factoring Agreement, dated as of January 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Factoring Agreement"), as amended as of July 1, 2014 (such amendment, the "Amendment"; the Original Factoring Agreement and the Amendment, together, the "Factoring Agreement"), Grantor, among other things, mortgaged and pledged, to Grantee, and granted to Grantee, a continuing security interest in, among other things, all of Grantor's right, title and interest in and to the following property:

(i) Each trademark and trademark registration listed on Schedule A; and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A attached to the Factoring Agreement or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

(collectively, the "Trademark Collateral").

WHEREAS, the Amendment was recorded with the United States Patent and Trademark Office on September 18, 2014 at Reel/Frame 005366/0126;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of March 18, 2015, by and among Grantee and Grantor, Grantee has consented to, among other things, the release of its lien on and all of its other security interests in the Trademark Collateral including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Grantee has agreed, among other things, to (i) terminate the Factoring Agreement and all other agreements entered into between the Grantee and the Grantor (and guarantors) in connection with the Factoring Agreement (the Factoring Agreement and all such other agreements, the "Factoring Documents") and (ii) to terminate, cancel, and release any and all of its liens and security interests in and against the collateral granted by the Grantor in favor of the Grantee, including, without limitation, the Trademark Collateral, including but not limited to the trademarks and trademark registrations listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

Grantee hereby confirms and ratifies the termination of the Factoring Documents, and hereby absolutely, unconditionally, and irrevocably terminates, cancels and releases any and all mortgage interests, pledges, hypothecation, liens or other security interests it holds in, upon or against the Trademark Collateral, including but not limited to the trademark registrations listed on Schedule A.

To the extent Grantee retains any such interests referred to in Section 1 hereof, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage, pledge, hypothecation, lien or other security interests in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Collateral and Trademark Collateral granted hereunder.

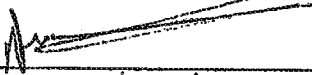
This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MERCHANT FACTORS CORP., as Grantee

By:   
Name: Neville Guss  
Title: VP.

RELEASE OF SECURITY INTEREST IN TRADEMARKS  
SIGNATURE PAGE

SCHEDULE I  
TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Name</u>	<u>Registration Number</u>	
Snow Joe, LLC	SNOW JOE	3163228	
Snow Joe, LLC	SUN JOE	3873642	