

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM771140

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900716865		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northrock Minerals LLC		08/24/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Snow Joe LLC		
Street Address:	221 River Street		
Internal Address:	13th Floor		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5118129	KEEP IT GREEN	
Registration Number:	5642400	WICKED SNOW AND ICE MELTER	
Registration Number:	5580215	PELLETS OF FIRE	
Registration Number:	5000400	BLUE HEAT SNOW AND ICE MELTER	
Registration Number:	6205899	FROSTY'S NIGHTMARE	
Registration Number:	6365163	ICE BLASTER SNOW AND ICE MELTER	
CORRESPONDENCE DATA			
Fax Number:	6179464801		
<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>			
Phone:	16179464830		
Email:	bosippto@seyfarth.com		
Correspondent Name:	Brian L. Michaelis		
Address Line 1:	Two Seaport Lane		
Address Line 2:	Seyfarth Shaw LLP, Suite 1200		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	067025-000004		

NAME OF SUBMITTER:	Brian L. Michaelis
SIGNATURE:	/Brian L. Michaelis/
DATE SIGNED:	12/01/2022
Total Attachments: 4 source=067025 Northrock to Snow Joe TM assignment#page1.tif source=067025 Northrock to Snow Joe TM assignment#page2.tif source=067025 Northrock to Snow Joe TM assignment#page3.tif source=067025 Northrock to Snow Joe TM assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Trademark Assignment**”), effective as of August 24, 2022, is entered into by and between **Northrock Minerals LLC**, a New York limited liability company (the “**Assignor**”) and **Snow Joe LLC**, a New York limited liability company having an office and principal place of business at 221 River Street, 13th Floor, Hoboken, New Jersey 07030 (the “**Assignee**”).

WHEREAS, the Assignor is the owner of or controls the entities that own the trademarks, applications and registrations set forth on **Schedule A** hereto, together with the goodwill of the business associated therewith (hereinafter collectively referred to as the “**Marks**”);

WHEREAS, in connection with the execution of that certain Asset Purchase Agreement, dated August 3, 2022, by and between the Assignor and the Assignee (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the **Assignee**; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns all of the Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, 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. To the extent that the Assignor does not have complete, right, title, or interest to any Mark as of the closing date of the Purchase Agreement, the Assignor shall cause such third parties to assign their interest in the Marks to the Assignee as a condition of closing; Assignor’s failure to cause such assignment of the Marks held by Third Parties shall be considered a material breach of the Purchase Agreement and this Trademark Assignment entitling Assignee to revoke either.

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 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 to register the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will, at the Assignor's expense, 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 necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of electronic signature, 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.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor 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

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

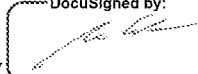
7. The Assignor and the Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties and covenants set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement.

**[remainder of page intentionally left blank]
[signature page to follow]**

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

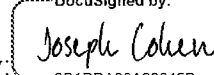
ASSIGNOR:

Northrock Minerals LLC, a New York limited liability company

DocuSigned by:

By: 4EB23DD609BF48F
Name: Moshe Wechsler
Title: Manager and CEO

ASSIGNEE:

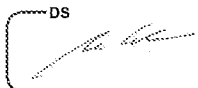
Snow Joe LLC, a New York limited liability company

DocuSigned by:

By: 9B1DDA86A29645B
Name: Joseph Cohen
Title: Manager and CEO

Schedule A

Country	Trademark Name	Serial Number	Registration Number	Registration Date	Goods	Class
USA	ICE BLASTER SNOW AND ICE MELTER	88606071	6365163	05/25/2021	Chemical preparations for melting snow and ice	IC 001
USA	KEEP IT GREEN	870228615	5118129	01/10/2017	Chemical preparations for melting snow and ice featuring environmentally- friendly ingredients	IC 001
USA	WICKED SNOW AND ICE MELTER	87917477	5642400	01/01/2019	Chemical preparations for melting snow and ice	IC 001
USA	PELLETS OF FIRE	87820620	5580215	10/09/2018	Chemical preparations for melting snow and ice	IC 001
USA	BLUE HEAT SNOW AND ICE MELTER	86834981	5000400	07/12/2016	Chemical preparations for melting snow and ice	IC 001
USA	FROSTY'S NIGHTMARE	90043666	6205899	11/24/2020	Chemical preparations for melting snow and ice	IC 001

[Signature Page to Trademark Assignment]

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RECORDED: 08/29/2022

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