

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT115940

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Weather Brands LLC	02/06/2024
RECEIVING PARTY DATA		
Company Name:	Merchant Financial Corporation	
Street Address:	1441 Broadway, 17th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	D672071	
Patent Number:	9732527	
Patent Number:	D722213	
Patent Number:	D829455	
Patent Number:	D895340	
Patent Number:	D521530	
Patent Number:	9566952	
Patent Number:	D848755	
Patent Number:	10575647	
Patent Number:	D850491	
Patent Number:	D850492	
Patent Number:	D824427	
Patent Number:	D743445	
Patent Number:	9546461	
Patent Number:	9925961	
Patent Number:	9863151	
Patent Number:	D672070	
Patent Number:	9084525	
Patent Number:	8464387	
Patent Number:	8756741	

PATENT

Property Type	Number
Patent Number:	D850493
Patent Number:	D672072
Patent Number:	D672069
Patent Number:	D893930

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 10018

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

Total Attachments: 16

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PATENT COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 6th day of February, 2024, by and between WEATHER BRANDS LLC, a Texas limited liability company having a mailing address 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, 17th FLOOR, NEW YORK, NEW YORK 10018 (“Lender”).

BACKGROUND

Borrower and Lender have entered into a Loan and Security Agreement dated as of February 6, 2024 (as amended, modified, restated or supplemented from time to time, the “Loan Agreement”) providing for financial accommodations by Lender to Borrower. In order to induce Lender to execute and deliver the Loan Agreement, Borrower agreed to execute and deliver to Lender this Patent Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this “Agreement”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged Borrower and Lender hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

“Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

“Collateral” shall have the meaning assigned to it in Section 2 of this Agreement.

“Licenses” shall mean the patent license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

“Patents” shall mean all right, title and interest in and to the patent applications and patents shown in Schedule A attached hereto and those patents which are hereafter obtained or acquired by Borrower and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

“Proceeds” shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time

with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Lender a security interest in and to (a) the entire right, title and interest of Borrower in and to the Patents, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all patents, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and (b) all of Borrower's right, title and interest in, to and under the following:

(a) all Licenses;

(b) all receivables, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and

(c) to the extent not otherwise included, all proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral".

3. Representations and Warranties. Borrower covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Borrower's knowledge, each of the Patents is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Patents violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Patents; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents.

4. New Patents.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Patents or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof.

(b) Borrower grants Lender a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future Patents, including Patent registrations or applications appurtenant thereto covered by this Agreement.

5. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Patents. Borrower will not do any act, or omit to do any act, whereby the Patents or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Patents and shall properly

exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from the use of the Patents, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Patents. (B) In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Lender.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Lender in and to any of Borrower's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Patents as Collateral.

(f) Notices. Borrower will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Patents. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Lender.

(h) Exercise of Rights; Delivery of Notices. Borrower shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Patent.

6. Lender's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Borrower also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Lender, in the form of Exhibit I hereto, one (1) original of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents pursuant to paragraph 6 hereof.

8. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees

of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Notices. Any notice to Lender or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

12. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

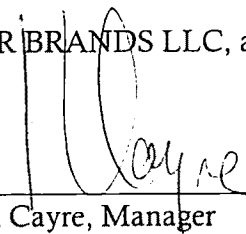
17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WEATHER BRANDS LLC, as Borrower

By:  _____
Ken Cayre, Manager

MERCHANT FINANCIAL
CORPORATION, as Lender

By: _____
Name: Adam Winters
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WEATHER BRANDS LLC, as Borrower

By: _____
Ken Cayre, Manager

MERCHANT FINANCIAL
CORPORATION, as Lender

DocuSigned by:
Adam Winters
By: _____
Name: Adam Winters
Its: President and Chief Executive Officer

SCHEDULE A

Country	Case Type	Application Status	Application Number	Filing Date	Patent Number	Issue Date
EP	PCT	Granted	15863139.0	09-Jun-2017	3223674	02-Jan-2019
US	DES	Granted	29/387814	18-Mar-2011	D672071	04-Dec-2012
US	ORD	Granted	14/931558	03-Nov-2015	9732527	15-Aug-2017
US	DES	Granted	29/426665	09-Jul-2012	D722213	03-Feb-2015
US	DES	Granted	29/628595	06-Dec-2017	D829455	02-Oct-2018
US	DES	Granted	29619971	03-Oct-2017	D895340	08-Sep-2020
US	DES	Granted	29/214443	01-Oct-2004	D521530	23-May-2006
US	ORD	Granted	14/553410	25-Nov-2014	9566952	14-Feb-2017
US	PRO	Pending	63/015727	27-Apr-2020		
US	DES	Granted	29619964	03-Oct-2017	D848755	21-May-2019
US	ORD	Granted	15/833103	06-Dec-2017	10575647	03-Mar-2020
US	DIV	Published	16/723111	20-Dec-2019		
US	DES	Granted	29/214443	01-Oct-2004	D521530 S	23-May-2006
US	DDV	Granted	29/654791	27-Jun-2018	D850491	04-Jun-2019
US	DDV	Granted	29/654815	27-Jun-2018	D850492	04-Jun-2019
US	DES	Granted	29/542154	12-Oct-2015	D824427	31-Jul-2018
US	DES	Granted	29/459769	03-Jul-2013	D743445	17-Nov-2015
US	ORD	Granted	14/519930	21-Oct-2014	9546461	17-Jan-2017
US	CON	Granted	15/398252	04-Jan-2017	9925961	27-Mar-2018

US	CON	Granted	15/644575	07-Jul-2017	9863151	09-Jan-2018
US	DES	Granted	29/387811	18-Mar-2011	D672070	04-Dec-2012
US	CON	Granted	14/276524	13-May-2014	9084525	21-Jul-2015
US	ORD	Granted	13/544557	09-Jul-2012	8464387	18-Jun-2013
US	CON	Granted	13/894717	15-May-2013	8756741	24-Jun-2014
US	DDV	Granted	29/654816	27-Jun-2018	D850493	04-Jun-2019
US	DES	Granted	29/387816	18-Mar-2011	D672072	04-Dec-2012
US	DES	Granted	29/387806	18-Mar-2011	D672069	04-Dec-2012
US	PRO	Pending	63/045562	29-Jun-2020		
US	DES	Granted	29659156	07-Aug-2018	D893930	25-Aug-2020
US	ORD	Published	16/531738	05-Aug-2019		

Schedule A

PATENT
REEL: 066423 FRAME: 0317

SCHEDULE I

LICENSES

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

EXHIBIT I
SPECIAL POWER OF ATTORNEY

(SEE ATTACHED)

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

WEATHER BRANDS LLC, a limited liability company formed under the laws of Texas, with its principal office at c/o Cayre Equities LLC, 134 West 29th Street, 4th Floor, New York, New York 10001 ("Borrower"), pursuant to a Patent Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes MERCHANT FINANCIAL CORPORATION with offices at 1441 BROADWAY, 17th FLOOR, NEW YORK, NEW YORK 10018 ("Lender"), 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. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Patents listed on Schedule A of the Agreement, the patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

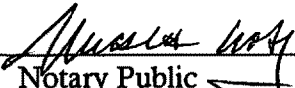
This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Date: 1/31, 2024

WEATHER BRANDS LLC
By: 
Ken Cayre, Manager

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

On the 31 day of JANUARY in the year 2024, before me, the undersigned, personally appeared KIM CARRE, 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

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