508399846 02/22/2024

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI43510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Snow Joe, LLC	02/06/2024

### **RECEIVING PARTY DATA**

Company Name:	Weather Brands LLC		
Street Address:	134 West 29th Street		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		

## **PROPERTY NUMBERS Total: 7**

Property Type	Number		
Application Number:	17690126		
Application Number:	29628595		
Application Number:	18125984		
Application Number:	29837390		
Application Number:	29847873		
Application Number:	29850300		
Application Number:	29850303		

### **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: Brian L. Michaelis
Address Line 2: Seyfarth Shaw LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	119849-000002
NAME OF SUBMITTER:	Brian Michaelis
SIGNATURE:	Brian Michaelis

DATENT 508399846 REEL: 066525 FRAME: 0233

DATE SIGNED:	02/22/2024						
Total Attachments: 5	Total Attachments: 5						
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PATENT REEL: 066525 FRAME: 0234

#### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is made effective this February 6, 2024, by and between Snow Joe, LLC, a New York limited liability company, (the "Assignor"), and Weather Brands, LLC, a Texas limited liability company (the "Assignee"); each a "Party" and together, the "Parties".

### **WITNESSETH:**

WHEREAS, Assignor is the owner of all of the rights, titles and interests in and to certain patents and service marks, including the registered patents, service marks, applications therefor and trade names as set forth on Exhibit A attached hereto (the "Assigned Patents");

WHEREAS, Assignor surrendered all of its rights and interest to the Assigned Patents to Wells Fargo Bank, a National association ("Lender"), as secured party in possession, pursuant to that certain Secured Party Bill of Sales, dated as of February 6, 2024, by and between Assignor, Lender, and Licensee ("Peaceful Possession Agreement"); and

WHEREAS, Assignee agrees to accept, and Assignor agrees to assign and transfer, all the rights and interests to the Assigned Patents through a secured party sale conducted by Lender pursuant to the terms of the Peaceful Possession Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Peaceful Possession Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Assignment of Patents. Assignor hereby agrees and affirms that, via and as a result of the secured party sale referenced above, assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Assigned Patents, including all patent applications and registrations therefor, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Patents, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Assigned Patents, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.
- 2. <u>Use of Assigned Patents</u>. Assignor, as of the Effective Date, agrees to cease using the Assigned Patents and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.
- 3. <u>Further Assurances</u>. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in the Assignee in any jurisdiction.

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- 4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Patents with the United States Patent & Trademark Office, and with respect to any foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.
- 5. <u>Amendment.</u> This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.
- 6. <u>Binding Effect.</u> This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
- 8. <u>Execution.</u> This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 9. <u>Authorization</u>. Assignor hereby requests and authorizes the Commissioner of Patents and Patents, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Patents.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASS	IGN	iOR:

Snow Joe, LLC

**ASSIGNEE:** 

Weather Brands LLC

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

Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

<b>ASSIGNOR</b>	
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Snow Joe, LLC

**ASSIGNEE**:

Weather Brands LL

Name:

### Exhibit A

## **Assigned Patents**

# (Patents in the United States)

Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date
US	CON	Granted	17/690126	09-Mar- 2022	11583088	21-Feb-2023
US	DES	Granted	29/628595	06-Dec- 2017	D829455	02-Oct-2018
US	ORD	Published	18/125984	24-Mar- 2023		
US	DES	Pending	29/837390	05-May- 2022		
US	DES	Pending	29/847873	28-Jul-2022	***************************************	
US	DES	Pending	29/850300	18-Aug- 2022		
US	DES	Pending	29/850303	18-Aug- 2022		

# (Foreign Patents)

Country	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
CA	DES	Granted	207366	25-Oct- 2021	207366	17-Jul-2023
DE	EPP	Granted	15863139.0	09-Jun- 2017	3223674	02-Jan-2019
EP	DES	Granted	008732911	22-Oct- 2021	008732911- 001	22-Oct-2021
EP	DES	Granted	008732911	22-Oct- 2021	008732911- 002	22-Oct-2021
EP	PCT	Granted	15863139.0	09-Jun- 2017	3223674	02-Jan-2019
GB	DES	Granted	6171054	20-Oct- 2021	6171054	20-Oct-2021
GB	DES	Granted	6171055	20-Oct- 2021	6171055	20-Oct-2021
GB	EPP	Granted	15863139.0	09-Jun- 2017	3223674	02-Jan-2019

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**RECORDED: 02/22/2024** 

PATENT REEL: 066525 FRAME: 0239