

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5466717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
VET INNOVATIONS, INC.	04/10/2019
RECEIVING PARTY DATA	
Name:	SINGAPORE LEADER ELECTRIC APPLIANCE PTE, LTD.
Street Address:	10 ST. JAMES AVE.
Internal Address:	C/O HOLLAND & KNIGHT LLP - JOHN MONAGHAN
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6349671
Patent Number:	8161911
Patent Number:	8166922
Patent Number:	8893658
Patent Number:	9345231
Patent Number:	D806958
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	laura.o'brien@hklaw.com
Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVE.
Address Line 2:	11TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	161338.00001
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/Laura O'Brien/

DATE SIGNED:	04/10/2019
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Total Attachments: 5

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**SHORT FORM INTELLECTUAL PROPERTY
SECURITY INTEREST IN PATENTS AGREEMENT**

This SHORT FORM INTELLECTUAL PROPERTY SECURITY INTEREST IN PATENTS AGREEMENT (as may be amended, supplemented, extended, restated or otherwise modified, the “**Short Form IP Security Agreement**”) dated April 10, 2019, is made by Vet Innovations, Inc. (the “**Grantor**”) in favor of **Singapore Leader Electric Appliance PTE, Ltd.**, an entity organized under the laws of Singapore (the “**Lender**”).

W I T N E S S E T H

WHEREAS, the Grantor entered into that certain Loan and Security Agreement dated as of the date hereof (as may be amended, supplemented, extended, restated or otherwise modified, the “**Loan Agreement**”) between the Grantor and the Lender;

WHEREAS, under the terms of the Loan Agreement, the Grantor has pledged and granted to the Lender a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Short Form IP Security Agreement.

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

SECTION 1. Grant of Security. Grantor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, a security interest in and Lien on all of such Grantor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

- (a) the United States registered Patents, Patents for which United States applications are pending and exclusive Patent licenses, including as set forth in Schedule A hereto;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Short Form IP Security Agreement secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to Lender under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the

United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Patents record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same original.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 6. Governing Law. The terms of the Loan Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Short Form IP Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

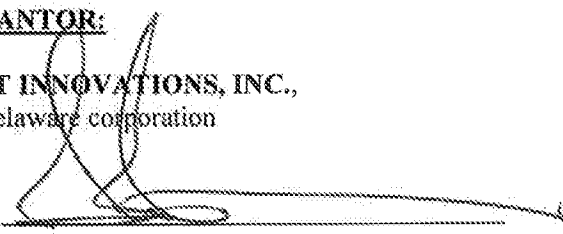
SECTION 8. Definitions. Capitalized terms used in this Short Form IP Security Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.

GRANTOR:

VET INNOVATIONS, INC.,
a Delaware corporation

By: 

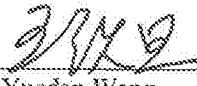
Name: Robert LaRoche

Title: President

ACKNOWLEDGED BY LENDER:

SINGAPORE LEADER ELECTRIC APPLIANCE
PTE, LTD.,

an entity organized under the laws of Singapore

By:  _____

Name: Yuedan Wang

Title: Chairman of the board

SCHEDULE A

PATENTS

<u>Grantor</u>	<u>Patent Name</u>	<u>Issue Date</u>	<u>Status</u>	<u>Patent No.</u>
Vet Innovations, Inc.	Pet feeding system and method of using same	February 26, 2002	Issued	6,349,671
Vet Innovations, Inc.	Method and system for providing preidentified pets selective access to a predetermined location or object	April 24, 2012	Issued	8,161,911
Vet Innovations, Inc.	Method and system for providing preidentified pets selective access to a predetermined location or object	May 1, 2012	Issued	8,166,922
Vet Innovations, Inc.	Method and system for providing preidentified pets selective access to a predetermined location or object	November 25, 2014	Issued	8,893,658
Vet Innovations, Inc.	Selective Access control apparatus for animal using electronic recognition	May 24, 2016	Issued	9,345,231
Vet Innovations, Inc.	Pet feeder	January 2, 2018	Issued	D806,958