

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6926913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 26906/0818
CONVEYING PARTY DATA	
Name	Execution Date
MONROE CAPITAL PARTNERS FUND LP	09/20/2021
RECEIVING PARTY DATA	
Name:	SIMPLYSHE, INC.
Street Address:	986 MISSION STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29383414
Application Number:	29383416
Application Number:	29383424
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<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:	3128622000
Email:	rob.soneson@kirkland.com
Correspondent Name:	ROB SONESON
Address Line 1:	300 N LASALLE
Address Line 2:	KIRKLAND & ELLIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	42946-3
NAME OF SUBMITTER:	ROB SONESON
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/21/2021
Total Attachments: 9	
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AFFIDAVIT TO AFFIRM THE RELEASE OF SECURITY AGREEMENT

This Affidavit to Affirm the Release of Security Agreement is effective as of September 20, 2021 pursuant to the fulfillment of the loan obligations.


I, **Chuck McGonigle**, do hereby declare as follows:

I am the president of **MISSION PETS, INC.**, formerly known as **SIMPLYSHE, INC.**, a California Corporation, located at 986 Mission Street, San Francisco, California, United States 94103 (referred hereafter as, the "Company").

1. Pursuant to that certain Patent Security Agreement, dated as of September 14, 2011 (the "Security Agreement"), the Company granted a security interest to MONROE CAPITAL PARTNERS FUND LP, AS ADMINISTRATIVE AGENT (the "Collateral Agent") in the patent applications set forth on Schedule A attached hereto (the "Patents").
2. The Security Agreement was recorded at the U.S. Patent and Trademark Office (the "PTO") on September 14, 2011 at Reel/Frame 26906/0818 with respect to the Patents.
3. To the best of my knowledge, the obligations secured under the Security Agreement were satisfied. Company repaid all its outstanding loans and other Obligations in full, and the Collateral Agent, on behalf of itself and the holders of the Secured parties, terminated and released its security interest in the Patents.
4. Due to unknown reasons, a release of the Security Agreement was not filed with the PTO.
5. The undersigned, being hereby advised that willful false statement and the like so made are punishable by fine or imprisonment, or both, under 18 U. S. C. 1001, declares that the facts set forth in this Declaration are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.
6. The undersigned has personal knowledge of these facts and attests to their truth.

Given and signed at Akron, Ohio, U.S.A., this 20th day of September 2021.

**MISSION PETS, INC. (formerly known as
SIMPLYSHE, INC.)**

By: 

Name: Chuck McGonigle

Title: President

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of September, 2011 by SIMPLYSHE, INC., a Delaware corporation ("Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

WITNESSETH:

WHEREAS, Grantor, SimplyShe Acquisition Company, Inc., a Delaware corporation ("SimplyShe Acquisition"; and together with SimplyShe, individually and collectively referred to herein as "Company"), Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations and patent applications and all renewals, extensions and continuation of the foregoing (the "Patents"), together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

(Signature Page to Patent Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

SIMPLYSHE, INC., a Delaware
corporation

By: 

Stephen Hsu
Chief Financial Officer, Vice President,
Secretary and Treasurer

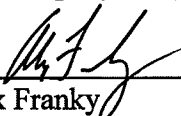
(Signature Page to Patent Security Agreement)

Agreed and Accepted As of the Date First
Written Above

ADMINISTRATIVE AGENT:

**MONROE CAPITAL PARTNERS FUND
LP**

By: **MONROE CAPITAL PARTNERS
FUND LLC**, a Delaware limited
liability company, its general partner

By: 

Alex Franky
Managing Director

SCHEDULE A

PATENTS

(See Attached)

PATENT APPLICATIONS

(See Attached)

SIMPLYSHE PATENTS
9/12/2011

NAME OF OWNER / GRANTOR	PATENT APPLICATION NUMBER	PATENT NAME	TITLE	STATUS
SimplyShe, Inc.	29/383,414	Shoulder Tie Dress	Dress for Dog	Pending
SimplyShe, Inc.	29/383,416	Dress	Dress for Dog	Pending
SimplyShe, Inc.	29/383,424	Color Block Fleece Jacket	Jacket for Dog	Pending

PATENT

REEL: 026966 FRAME: 0825

RECORDED: 09/24/2021