# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7184350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
VETS PLUS, INC.	12/17/2021

#### **RECEIVING PARTY DATA**

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	227 WEST MONROE STREET, SUITE 5400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	
Application Number:	17146859	
Patent Number:	10905748	
Application Number:	16402008	
Patent Number:	10406232	
Patent Number:	9968548	
Patent Number:	9662356	
Patent Number:	8865770	

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)902-1061

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:** 312.577.8034

**Email:** oscar.ruiz@katten.com

Correspondent Name: OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 W. MONROE STREET CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-00651
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	02/18/2022

PATENT 507137508 REEL: 059047 FRAME: 0507

### **Total Attachments: 5**

source=20.a. Patent Security Agreement (Vets Plus)#page1.tif source=20.a. Patent Security Agreement (Vets Plus)#page2.tif

source=20.a. Patent Security Agreement (Vets Plus)#page3.tif

source=20.a. Patent Security Agreement (Vets Plus)#page4.tif

source=20.a. Patent Security Agreement (Vets Plus)#page5.tif

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") made as of December 17, 2021, by Vets Plus, Inc., a Wisconsin corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

#### WITNESSETH

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto as "Grantors" and Grantor (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in and Lien upon all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now existing or hereafter adopted or acquired Patents (including all registrations and applications therefore), 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 Borrowers 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. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u> The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"; provided, that, Patent Collateral shall not include any Excluded Property), whether now owned or at any time hereafter acquired:
- (a) all letters patent of the United States or any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or

in any similar office or agency of the United States, any State or any other country, including, without limitation, those U.S. patent registrations and applications referred to on <u>Schedule A</u> annexed hereto;

(b) all revisions, renewals, extensions, reexaminations, provisionals, reissuances, continuations, continuations-in-part, divisions and divisionals thereof and any applications for any of the foregoing, and all filings claiming priority to or serving as a basis for priority thereof; and

#### 3. Reserved.

4. <u>Governing Law</u>. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

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

VETS PLUS, INC., a Wisconsin corporation

1

Name: Eric Moore

Title: Vice President and Secretary

Patent Security Agreement

Agreed and accepted as of the date first written above:

# MADISON CAPITAL FUNDING LLC, as

Agent

Docusigned by:

Cluris Williams

By: Chris Williams

Title: Vice President

Patent Security Agreement

# SCHEDULE A

# **Patent Registrations and Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date
Ovotransferrin treatment for the	17146859	1/12/21	N/A	N/A
reproductive tract				
Ovotransferrin	15954074	4/16/18	10905748	2/2/21
treatment for the				
reproductive tract				
Oral delivery	16402008	5/2/19	N/A	N/A
compositions for				
improved gut barrier				
protection and				
immunity in				
mammals	1.4752001	6/29/15	1040(222	0/10/10
Oral delivery	14753891	0/29/15	10406232	9/10/19
compositions for treating dermatitis				
disorders in				
mammals				
Dental hard chew	14934870	11/6/15	9968548	5/15/18
supplements	11751070	11/0/13	7,003 10	3/13/10
containing				
antimicrobial actives				
Propolis-metal	15011935	2/1/16	9662356	5/30/17
nanoparticle				
composition and				
methods of use				
Oral delivery	14753891	6/29/15	N/A	N/A
compositions for				
treating dermatitis				
disorders in				
mammals	10000174	2 = 4.4	00/4==0	10/01/4
Carbamide peroxide	13022156	2/7/11	8865770	10/21/14
treatments for the				
reproductive tract				

PATENT REEL: 059047 FRAME: 0513

**RECORDED: 02/18/2022**