

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7871549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SIRIUS PAWZ OPCO, LLC	03/27/2023
RECEIVING PARTY DATA	
Name:	ACF FINCO I LP, AS AGENT
Street Address:	560 WHITE PLAINS ROAD, SUITE 400
City:	TARRYTOWN
State/Country:	NEW YORK
Postal Code:	10591
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8794191
Patent Number:	8210131
Patent Number:	8360012
Patent Number:	8683959
Application Number:	17078347
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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:	3128637267
Email:	jaclyn.di.grande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7658.014
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/28/2023
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of March 27, 2023 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of ACF Finco I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

Introductory Statement

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among, inter alios, MONOLITH BRANDS, LLC, a Delaware limited liability company (the "Monolith"), MONOLITH BRANDS HOLDCO, LLC, a Delaware limited liability company ("Parent"), each Subsidiary of Parent party thereto on the Closing Date (Monolith, each such Subsidiary and those additional Persons that are joined as a party thereto after the Closing Date, collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement dated as of August 9, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Loans to the Borrowers thereunder, and to induce the Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Credit Agreement, as the context may require.

Section 2. Grant of Security Interest in Patent 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, each Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Agent for the benefit of the Secured Parties, and hereby grants the Agent for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Patent Collateral"):

(a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions thereof, including any of the foregoing referred to in Schedule 1 hereto;

(b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing

(c) referred to in Schedule 1 hereto, other than patents and applications that have been cancelled or abandoned; all rights to obtain any reissues or extensions of the foregoing; and

(d) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Patent Security Agreement, each Grantor hereby authorizes the Agent to modify this Patent Security Agreement by amending Schedule I to include any such new this patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 5. Counterparts. Any number of counterparts of this Patent Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Patent Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW

ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF ARTICLE XII OF THE CREDIT AGREEMENT ("CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

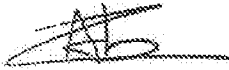
Section 8. Miscellaneous. The terms and provisions of Sections 9.1, 9.2, 9.4, 9.7, 9.8 and 9.9 of the Guaranty and Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Severability"; "Section Headings"; "Integration") are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement mutatis mutandis as if fully set forth herein. This Patent Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

Section 9. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

SIRIUS PAWZ OPCO, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Pierre Abouseiman
Title: Co-CEO

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

1. ISSUED PATENTS

PATENT	PATENT NUMBER	ISSUE DATE
DISPOSABLE, PROTECTIVE CANINE SOCK/BOOT REQUIRING NO FASTENERS	8794191	8/5/14
CANINE COAT WITH INCORPORATED HARNESS	8210131	7/3/12
DISPOSABLE, PROTECTIVE CANINE SOCK/BOOT REQUIRING NO FASTENERS	8360012	1/29/13
LOCKING PET LEAD SYSTEM COMPRISING A LEASH AND COLLAR TO PREVENT THE THEFT OF PETS	8683959	4/1/14

2. PATENT APPLICATIONS

PATENT	APPLICATIONNUM BER	FILE DATE
CONNECTED PET TREATS AND APPARATUS FOR DISPENSING THE TREATS	17078347	10/23/20