

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI12650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Vets Plus, Inc.	02/07/2024
RECEIVING PARTY DATA	
Company Name:	Apogem Capital LLC, as Agent
Street Address:	227 West Monroe Street, Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	18071857
Application Number:	16549705
CORRESPONDENCE DATA	
Fax Number:	3129021061
<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:	3125778438
Email:	raquel.haleem@katten.com
Correspondent Name:	Raquel Haleem c/o Katten Muchin
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	02/07/2024
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of February 7, 2024, by Vets Plus, Inc., a Wisconsin corporation (“**Grantor**”), in favor of Apogem Capital LLC (as successor by appointment to 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**”):

W I T N E S S E T H

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 December 17, 2021 (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 December 17, 2021, 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. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. 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. Grant and Reaffirmation of Grant of Security Interests. 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 Schedule A 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

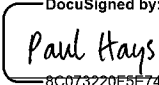
3. Reserved.

4. Governing Law. 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

By: 
Name: Paul Hays
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

APOGEM CAPITAL LLC, as Agent

By: 

Name: Junaid Sozer

Title: Managing Director

SCHEDULE A

Patent Registrations and Applications

Mark	Application No.	Application Date	Patent No.	Registration Date
COMPOSITIONS AND METHODS FOR TREATING PANCREATIC ENZYME DEFICIENCIES IN MAMMALS	18/071857	11/30/2022	N/A	N/A
Compositions and methods for treating pancreatic enzyme deficiencies in mammals	16/549705	8/23/19	11547745	1/10/23