

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT123227

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VETNIQUE LABS LLC	02/13/2024
RECEIVING PARTY DATA	
Company Name:	LBC CREDIT AGENCY SERVICES, LLC, as Agent
Street Address:	c/o LBC Credit Partners, Inc., 555 E. Lancaster Avenue, Suite 450
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9585925
Patent Number:	10245293
Patent Number:	D987065
Patent Number:	D792034
CORRESPONDENCE DATA	
Fax Number:	4044435599
<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:	14044435647
Email:	cfraser@mcguirewoods.com
Correspondent Name:	Carol Fraser Fraser
Address Line 1:	1075 Peachtree Street, 35th Floor
Address Line 2:	McGuireWoods LLP
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	2080125.0015
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	Carol Fraser
DATE SIGNED:	02/13/2024
Total Attachments: 5	
source=Vetnique - Patent Security Agreement(185362460.1)#page1.tif	
source=Vetnique - Patent Security Agreement(185362460.1)#page2.tif	

source=Vetnique - Patent Security Agreement(185362460.1)#page3.tif
source=Vetnique - Patent Security Agreement(185362460.1)#page4.tif
source=Vetnique - Patent Security Agreement(185362460.1)#page5.tif

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Patent Security Agreement**”) dated as of February 13, 2024, is made by Vetnique Labs LLC, a Delaware limited liability company (“**Grantor**”) in favor of LBC Credit Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 13, 2024 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Juneau Buyer LLC, a Delaware limited liability company (“**Holdings**”), Vetnique Labs LLC, a Delaware limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Patent Collateral**”):

- (a) all of its Patents referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest 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 is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Notwithstanding anything herein to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

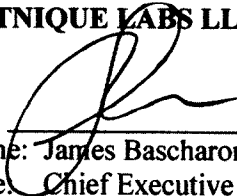
6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VETNIQUE LABS LLC, as Grantor

By: 
Name: James Bascharon
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: _____
Name: David E. Fraimow
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

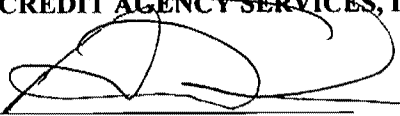
Very truly yours,

VETNIQUE LABS LLC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: 
Name: David E. Fraimow
Title: Senior Vice President

LBC/VETNIQUE
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Country	Status	Application Number	Filing Date	Patent No.	Issue Date	Owner
Pet Food Supplement	United States of America	Granted	13/833,837	3/15/2013	9585925	3/7/2017	Vetnique Labs LLC
Pet Food Supplement	United States of America	Granted	14/836,640	8/26/2015	10245293	4/2/2019	Vetnique Labs LLC
Medicament Pocket	United States of America	Granted	29/781,724	4/30/2021	D987065	5/23/2023	Vetnique Labs LLC
Brush for Animals	United States of America	Granted	35/500,168	6/4/2015	D792034	7/11/2017	Vetnique Labs LLC

2. PATENT APPLICATIONS

Title	Country	Status	Application Number	Filing Date	Owner
	United States of America	Pending (Unpublished Application)	17/115,689	12/8/2020	Vetnique Labs LLC