

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI398790

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Vetnique Labs, LLC	07/31/2024
Walkin Pets Inc.	07/31/2024
RECEIVING PARTY DATA	
Company Name:	Fortress Credit Corp.
Street Address:	1345 Avenue of the Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9585925
Patent Number:	10245293
Patent Number:	D987065
Patent Number:	D792034
Patent Number:	7549398
Patent Number:	11135046
Patent Number:	11969390
Application Number:	17115689
CORRESPONDENCE DATA	
Fax Number:	6172758374
<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:	617728-7100
Email:	bospatents@dechert.com,kathryn.monaco@dechert.com
Correspondent Name:	Frank I. Hwang
Address Line 1:	One International Place, 40th Floor
Address Line 2:	100 Oliver Street
Address Line 4:	Boston, MASSACHUSETTS 02110-2605
ATTORNEY DOCKET NUMBER:	210799

NAME OF SUBMITTER:	Kathryn Monaco
SIGNATURE:	Kathryn Monaco
DATE SIGNED:	07/31/2024
Total Attachments: 5 source=Vetnique - Patent Security Agreement [Executed]#page1.tiff source=Vetnique - Patent Security Agreement [Executed]#page2.tiff source=Vetnique - Patent Security Agreement [Executed]#page3.tiff source=Vetnique - Patent Security Agreement [Executed]#page4.tiff source=Vetnique - Patent Security Agreement [Executed]#page5.tiff	

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 July 31, 2024, is made by Vetnique Labs, LLC, a Delaware limited liability company (“**Vetnique Labs**”) and Walkin Pets Inc., a Delaware Corporation (“**Walkin Pets**”), and collectively with Vetnique Labs, the “**Grantors**” and each, a “**Grantor**”) in favor of Fortress Credit Corp., 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 July 31, 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, Mussel Bidco Limited, an entity incorporated in England and Wales (the “**UK Borrower**”, and together with Vetnique Labs, collectively the “**Borrowers**” and each, a “**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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have 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 Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantors hereby agree 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. Each 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 the Grantors, 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 the respective Grantor (the “**Patent Collateral**”):

(a) all of its Patents, including without limitation the 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 Grantors hereby acknowledge and agree 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. Upon termination of the Liens in the Trademark Collateral pursuant to the Guaranty and Security Agreement, the security interests granted hereby shall automatically terminate and be released and the Agent will, at the expense of the Grantors, execute and deliver to each Grantor such documents and take such other actions, as each Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

4. Grantors Remain Liable. Notwithstanding anything herein to the contrary, Grantors hereby assume 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 Grantors have 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:  DocuSigned by:
C3E3EC3621CA485...

Name: James Bascharon
Title: Chief Executive Officer


WALKIN PETS INC., as Grantor

By:  DocuSigned by:
C3E3EC3621CA485...

Name: James Bascharon
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP., as Agent

By: 
Name: Vincent Randazzo
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

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
Adjustable wheelchair for pets	United States of America	Granted	11/874,555	10/18/2007	7549398	6/23/2009	Walkin Pets Inc.
Animal splint	United States of America	Granted	15/268,759	9/19/2016	11135046	10/5/2021	Walkin Pets Inc.
Pet mobility carrier assembly	United States of America	Granted	17/256,289	3/13/2019	11969390	4/30/2024	Walkin Pets Inc.

2. PATENT APPLICATIONS

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