

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI592851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
PETIQ, INC.	10/25/2024
PETIQ, LLC	10/25/2024
TRURX LLC	10/25/2024
VELCERA, LLC	10/25/2024
FIDOPHARM, INC.	10/25/2024
SERGEANT'S PET CARE PRODUCTS, LLC	10/25/2024

RECEIVING PARTY DATA

Company Name:	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	127 Public Square
Internal Address:	44th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

PROPERTY NUMBERS Total: 48

Property Type	Number
Patent Number:	10806121
Patent Number:	D726900
Patent Number:	D728094
Patent Number:	D861494
Patent Number:	9750691
Patent Number:	9044395
Patent Number:	8741965
Patent Number:	9480688
Patent Number:	8367088
Patent Number:	8455545
Patent Number:	8426464
Patent Number:	8871806
Patent Number:	8293286

PATENT

Property Type	Number
Patent Number:	8580837
Patent Number:	8404735
Patent Number:	8829038
Patent Number:	8481020
Patent Number:	8957115
Patent Number:	8512766
Patent Number:	8747918
Patent Number:	7247493
Patent Number:	10172359
Patent Number:	8614244
Patent Number:	8809374
Patent Number:	8809375
Patent Number:	RE45894
Patent Number:	RE45874
Patent Number:	9801375
Patent Number:	9795136
Patent Number:	11751541
Patent Number:	8637060
Patent Number:	9126728
Patent Number:	D774904
Patent Number:	8617582
Patent Number:	D637248
Patent Number:	D642339
Patent Number:	D656997
Patent Number:	D715368
Application Number:	62705415
Application Number:	18228060
Application Number:	13197207
Application Number:	13085022
Application Number:	13444223
Application Number:	13632919
Application Number:	13804264
Application Number:	12692213
Application Number:	13940862
Application Number:	13437851

CORRESPONDENCE DATA

Fax Number: 6503201918

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: (650)320-1800
Email: dianabentz@paulhastings.com
Correspondent Name: Diana Bentz
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Address Line 2: 1117 S. California Avenue
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	48825.00007
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NAME OF SUBMITTER:	Diana Bentz
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SIGNATURE:	Diana Bentz
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DATE SIGNED:	10/28/2024
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Total Attachments: 8

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ABL PATENT SECURITY AGREEMENT

THIS ABL PATENT SECURITY AGREEMENT, dated as of October 25, 2024 (this “Patent Security Agreement”), is made by each signatory hereto listed on the signature pages hereof (collectively, the “Grantors”), in favor of KeyBank National Association (in its individual capacity, “KeyBank”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of October 25, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and KeyBank, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain ABL Guarantee and Collateral Agreement, dated as of October 25, 2024, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Patent Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 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 grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Patent Collateral”):

- a. all of its U.S. Patents, including, without limitation, those referred to on Schedule I hereto;
- b. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

c. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement or other violation or impairment thereof; and

d. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Patent Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 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.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, each 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.

GRANTORS:

PETIQ, INC.
PETIQ, LLC
TRURX LLC
VELCERA, LLC
FIDOPHARM, INC.
SERGEANT'S PET CARE PRODUCTS, LLC

By:

DocuSigned by:
Mccord Christensen
F326684548DE4AF...

Name: McCord Christensen
Title: Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Andrew Blickensderfer

Title: Senior Vice President

SCHEDULE I
TO
ABL PATENT SECURITY AGREEMENT

Patents and Patent Applications

PATENT TITLE	APPL. NO.	FILING DATE	PAT. NO.	ISSUE DATE	GRANTOR
ANIMAL COLLAR INCLUDING BUCKLE AND METHOD OF USING SAME	62/705415	25-Jun-2020			PetIQ, LLC
ANIMAL LITTER CONTAINING A PHEROMONE COMPOSITION	15/707604	18-Sep-2017	10806121	20-Oct-2020	Sergeant's Pet Care Products, LLC
DEVICE FOR STORING AND DISPENSING A MEDICAMENT	29/417691	06-Apr-2012	D726900	14-Apr-2015	Fidopharm, Inc.
DEVICE FOR STORING AND DISPENSING A MEDICAMENT	29/417693	06-Apr-2012	D728094	28-Apr-2015	Fidopharm, Inc.
MEDICAMENT STORAGE AND DISPENSER DEVICE	29/633870	16-Jan-2018	D861494	01-Oct-2019	Sergeant's Pet Care Products, LLC
PEROMONE COMPOSITIONS AND THEIR USE TO MODIFY BEHAVIOR IN DIFFERENT VERTEBRATE SPECIES	13/623319	20-Sep-2012	9750691	05-Sep-2017	Sergeant's Pet Care Products, LLC
PEROMONE COMPOSITIONS AND THEIR USE TO MODIFY BEHAVIOR IN DIFFERENT VERTEBRATE SPECIES	13/623279	20-Sep-2012	9044395	02-Jun-2015	Sergeant's Pet Care Products, LLC
METHOD OF ADMINISTERING A PHEROMONE COMPOSITION TO AN ANIMAL TO MODIFY THE ANIMALS BEHAVIOR OVER AN EXTENDED PERIOD OF TIME	13/840250	15-Mar-2013	8741965	03-Jun-2014	Sergeant's Pet Care Products, LLC
PEROMONE COMPOSITIONS AND THEIR USE TO MODIFY BEHAVIOR IN DIFFERENT VERTEBRATE SPECIES	14/826948	14-Aug-2015	9480688	01-Nov-2016	Sergeant's Pet Care Products, LLC
LIQUID PEST CONTROL FORMULATION	12/876122	04-Sep-2010	8367088	05-Feb-2013	Sergeant's Pet Care Products, LLC

LIQUID PEST CONTROL FORMULATION	13/206885	10-Aug-2011	8455545	04-Jun-2013	Sergeant's Pet Care Products, LLC
LIQUID PEST CONTROL FORMULATION	13/275725	18-Oct-2011	8426464	23-Apr-2013	Sergeant's Pet Care Products, LLC
METHODS FOR PREVENTING FLEA ALLERGY DERMATITIS IN COMPANION ANIMALS	13/490213	06-Jun-2012	8871806	28-Oct-2014	Sergeant's Pet Care Products, LLC
NATURAL COMPOSITIONS FOR KILLING PARASITES ON A COMPANION ANIMAL	11/873183	16-Oct-2007	8293286	23-Oct-2012	Sergeant's Pet Care Products, LLC
PARASITICIDAL FORMULATION	12/727003	18-Mar-2010	8580837	12-Nov-2013	Fidopharm, Inc.
PARASITICIDAL FORMULATION	13/442529	09-Apr-2012	8404735	26-Mar-2013	Fidopharm, Inc.
PARASITICIDAL FORMULATION	13/852513	28-Mar-2013	8829038	09-Sep-2014	Fidopharm, Inc.
PHEROMONE COMPOSITIONS AND METHODS OF USE	12/974565	21-Dec-2010	8481020	09-Jul-2013	Sergeant's Pet Care Products, LLC
PHEROMONE COMPOSITIONS AND METHODS OF USE	13/903043	28-May-2013	8957115	17-Feb-2015	Sergeant's Pet Care Products, LLC
PLANT ESSENTIAL OIL-BASED ANTIMICROBIAL FISH FILMING COMPOSITIONS AND METHODS OF USE	13/336577	23-Dec-2011	8512766	20-Aug-2013	Sergeant's Pet Care Products, LLC
PLANT ESSENTIAL OIL-BASED ANTIMICROBIAL FISH FILMING COMPOSITIONS AND METHODS OF USE	13/944667	17-Jul-2013	8747918	10-Jun-2014	Sergeant's Pet Care Products, LLC
REUSABLE PH SENSOR DEVICE AND RELATED METHODS	11/127849	12-May-2005	7247493	24-Jul-2007	Sergeant's Pet Care Products, LLC
SOLVENT SYSTEM FOR USE WITH SPOT-ON PESTICIDE COMPOSITIONS	15/598123	17-May-2017	10172359	08-Jan-2019	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	12/888136	22-Sep-2010	8614244	24-Dec-2013	Sergeant's Pet Care Products, LLC

SPOT-ON PESTICIDE COMPOSITION	13/253699	05-Oct-2011	8809374	19-Aug-2014	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	13/253710	05-Oct-2011	8809375	19-Aug-2014	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	14/321095	01-Jul-2014	RE45894	23-Feb-2016	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	14/321130	01-Jul-2014	RE45874	02-Feb-2016	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	14/460709	15-Aug-2014	9801375	31-Oct-2017	Sergeant's Pet Care Products, LLC
SPOT-ON PESTICIDE COMPOSITION	14/460707	15-Aug-2014	9795136	24-Oct-2017	Sergeant's Pet Care Products, LLC
ANIMAL COLLAR INCLUDING BUCKLE AND METHOD OF USING SAME	17/304700	24-Jun-2021	11751541	12-Sep-2023	PetIQ, LLC
ANIMAL COLLAR INCLUDING BUCKLE AND METHOD OF USING SAME	18/228060	31-Jul-2023			PetIQ, Inc.
SPOT-ON PESTICIDE COMPOSITION	13/253681	05-Oct-2011	8637060	28-Jan-2014	Sergeant's Pet Care Products, LLC
BUCCAL, POLAR AND NON-POLAR SPRAY OR CAPSULE CONTAINING DRUGS FOR TREATING METABOLIC DISORDERS	13197207	03-Aug-2011			VELCERA, INC.
DEVICE FOR STORING AND DISPENSING A MEDICAMENT	13085022	12-Apr-2011			FIDOPHARM, INC.
DEVICE FOR STORING AND DISPENSING A MEDICAMENT, AND PACKAGING FOR CONTAINING THE SAME	13444223	11-Apr-2012			FIDOPHARM, INC.
ANTIPARASITIC FORMULATIONS	13632919	01-Oct-2012			FIDOPHARM, INC.
ANTIPARASITIC FORMULATIONS	13804264	14-Mar-2013			FIDOPHARM, INC.
BUCCAL, POLAR AND NON-POLAR SPRAY OR CAPSULE CONTAINING DRUGS FOR TREATING METABOLIC	12692213	22-Jan-2010			VELCERA, INC.

DISORDERS					
CHILD RESISTANT CAP AND RELATED APPARAUTS AND METHOD	14171929	04-Feb-2015	9126728	08-Sep-2015	TRURX LLC
COLLAR CONTAINER	29534043	24-Jul-2015	D774904	27-Dec-2016	TRURX LLC
TOPICAL COMPOSITION	13940862	12-Jul-2013			FIDOPHARM, INC.
DEVICE FOR STORING AND DISPENSING A MEDICAMENT	13085022	12-Apr-2011			FIDOPHARM, INC.
TOPICAL COMPOSITION	13437851	02-Apr-2012			FIDOPHARM, INC.
SPOT-ON PESTICIDE COMPOSITION	13253690	05-Oct-2011	8617582	31-Dec-2013	Sergeant's Pet Care Products, LLC
BALL THROWER	29357030	05-Mar-2010	D637248	03-May- 2011	Sergeant's Pet Care Products, LLC
SOLAR POWERED FLASHING PET TOY	29354134	20-Jan-2010	D642339	26-Jul-2011	Sergeant's Pet Care Products, LLC
COMBINATION ELECTROMAGNETICALLY CHARGED BALL AND CRADLE	29354127	20-Jan-2010	D656997	03-Apr-2012	Sergeant's Pet Care Products, LLC
COMBINATION ELECTROMAGNETICALLY CHARGED BALL AND CRADLE	29414450	28-Feb-2012	D715368	14-Oct-2014	Sergeant's Pet Care Products, LLC