

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petnet, Inc.		01/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Arrow Electronics, Inc.		
Street Address:	9201 E. Dry Creek Road		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5443525	PETNETIO	
Registration Number:	5059996	PETNETIO SMARTFEEDER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3032958419		
Email:	klanderson@hollandhart.com		
Correspondent Name:	Benjamin N. Simler		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	75755.1532		
NAME OF SUBMITTER:	Benjamin N. Simler		
SIGNATURE:	/Benjamin N. Simler/		
DATE SIGNED:	09/12/2018		
Total Attachments: 14			
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SECURED PROMISSORY NOTE

THIS SECURED PROMISSORY NOTE (THIS “NOTE”) HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND LAWS.

New York, New York
Effective as of January 13, 2017 (the “Effective Date”)

FOR VALUE RECEIVED, Petnet Inc., a Delaware corporation (“Borrower”), hereby promises to pay to the order of Arrow Electronics, Inc., a New York corporation (“Lender” and together with Borrower, the “Parties” and each, a “Party”), the aggregate principal amount of all Advances (as defined below), together with any accrued and unpaid interest thereon (collectively, the “Loans”).

1.

2.

3.

4.

[REDACTED]

5.

[REDACTED]

6.

[REDACTED]

7.

8.

[REDACTED]

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

11.

[REDACTED]

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12. Security a. In order to induce Lender to enter into this Note and to make the financial accommodations described in this Note and to secure the performance of its Secured Obligations (as defined below), Borrower hereby unconditionally grants, collaterally assigns and pledges to Lender a first priority continuing security interest in, and a right to set off against, any and all right, title and interest of Borrower in and to all of the following, whether now owned or existing or owned, acquired or arising after the date of this Note (each as defined in the Uniform Commercial Code from time to time in effect in the State of New York (the “UCC”)) (collectively, the “Collateral”): any and all “Accounts”; “Chattel paper”; “Commercial tort claims”; contracts to which Borrower is a party (including, without limitation, Borrower’s rights thereunder); “Deposit accounts”; “Documents”; “General intangibles” (including, without limitation, Intellectual Property Collateral (as defined below)); “Goods” (including, without limitation, any and all “Inventory,” any and all “Equipment” and any and all “Fixtures”); “Instruments”; “Investment property”; “Letter-of-credit rights” and “Supporting obligations”; any and all other personal property and interests whether or not subject to the UCC; any and all books and records, in whatever form or medium; all “Accessions” and additions to, and substitutions and replacements of, any and all of the foregoing; all “Proceeds” and products of the foregoing; and all insurance pertaining to the foregoing and proceeds thereof. With respect to commercial tort claims, Borrower has attached to this Note a description of all commercial tort claims in which it has rights on the date of this Note (the “Claims Schedule”). Borrower covenants that it will promptly, and in any event no less than thirty (30) days after obtaining rights in a commercial tort claim after the date hereof, notify Lender of the existence of that commercial tort claim, including a description thereof, and execute an amendment to this Note granting Lender a security interest in such commercial tort claim. Borrower covenants that it will promptly, and in any event no less than ten (10) after obtaining rights in any property subject to the IP Schedule, provide Lender with an updated IP Schedule.

b. “Intellectual Property Collateral” means all intellectual property and all rights therein of any type or description, including, without limitation, all inventions and discoveries; patents and patent applications; copyrights and applications for copyright (together with the underlying works of authorship), whether or not registered, together with any renewals and extensions thereof; trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names; domain names; trade secrets; trade dress; trade styles; logos; other source of business identifiers; mask-works; mask-work registrations; mask-work applications; software; confidential and proprietary information; customer lists; other license rights; advertising materials; operating manuals; methods; processes; know-how; algorithms; formulae; databases; quality control procedures; product, service and technical specifications; operating, production and quality control manuals; sales literature; drawings; specifications; blue prints; descriptions; inventions; name plates and catalogs; the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets; all licenses relating to any of the foregoing; all reissuance, continuations and continuations-in-part of the foregoing; all other rights derived from or associated with the foregoing, including the right to sue and recover for past infringement; and all income and royalties with respect to the foregoing.

c. Notwithstanding anything to the contrary in this Note, Collateral does not include (i) a trademark application filed on the basis of Borrower’s intent to use before evidence of use of the trademark has been filed with and accepted, but only for so long as grant of a security interest would adversely affect such application or resulting registration, and (ii) Borrower’s rights under license of intellectual property that is subject to a restrictive provision that is effective against Borrower despite sections 9-406 through 9-409 of the UCC or other applicable law, but only for so long as the restrictive provision is effective and enforceable.

d.



13.



14.



15.



[REDACTED]

16. [REDACTED]

a. [REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

g. [REDACTED]

h.

i.

j.

k.

l.


m.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Secured Promissory Note as of the date first written above.

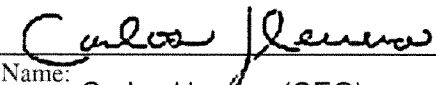
LENDER

Arrow Electronics, Inc.

By: 
Name: Mike Fassula
Title: Credit Manager

BORROWER

Petnet Inc.

By: 
Name: Carlos Herrera
Title: CEO

IP SCHEDULE

Trademarks

MARK	COUNTRY	STATUS	OWNER	APPL. NO.	FILING DATE	REG. DATE	REG. NO.
PETNETIO	US	Allowed	PetNet Inc.	86338853	16-Jul-14		
PETNETIO SMARTFEEDE R	US	Registered	PetNet Inc.	86342723	21-Jul-14	11-Oct-16	5059996

CLAIMS SCHEDULE

[TO BE INCLUDED]

PERMITTED INDEBTEDNESS SCHEDULE



APPROVED INVOICES SCHEDULE

MILESTONE SCHEDULE

