

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE PET SALON, INC.		12/20/2019	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Berkshire Bank		
<b>Street Address:</b>	24 North Street		
<b>City:</b>	Pittsfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01201		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76300589	GROOMERS HELPER	
<b>Serial Number:</b>	75423086	PETSHOTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	8007130710		
<b>Email:</b>	Laura.Brengartner@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Yvonne E. Borrelli		
<b>SIGNATURE:</b>	/Yvonne E. Borrelli/		
<b>DATE SIGNED:</b>	01/02/2020		
<b>Total Attachments: 26</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement ("Agreement") is made as of December 20, 2014 by **THE PET SALON, INC.**, a New Jersey corporation ("**Company**"), with its chief executive office located at 9615 Ventnor Avenue, Margate City, NJ 08402 and delivered to **Berkshire Bank** ("**Lender**") having a mailing address of 24 North Street, Pittsfield, MA 01201.

### BACKGROUND

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith by and among Lender and Company and Pet Friendly Ventures, LLC (collectively, "**Borrower**") (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "**Loan Agreement**") pursuant to which Lender is making a \$1,194,000.00 SBA 7(a) term loan to Borrower. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith by and between Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "**Security Agreement**" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "**Loan Documents**"), under which Borrower is granting Lender, a lien on and security interest in all of the assets of Borrower, including Company's existing and hereafter acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "**Trademarks**") and goodwill associated thereto ("**Trademark Goodwill**") listed on Schedule A attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "**Assets**").

C. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) patents and pending patent applications (collectively, "**Patents**") and goodwill associated thereto ("**Patent Goodwill**" together Trademark Goodwill, "**Goodwill**") and Trademarks, listed on Schedule A attached hereto and made part hereof (all such Trademarks, Patents and Goodwill hereinafter referred to as the "**Assets**").

D. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Company hereby covenants and agrees to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Company's knowledge, each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations, trade names, licenses, patents, pending patents or patent applications, (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, patents, pending patents or patent applications or licenses or renewals thereof, the provisions of this Agreement shall automatically apply thereto and trademark application, trademark, trademark registration, patents, pending patents or patent applications, licenses or license renewal shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

4. Company further covenants that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute the patent and trademark assignments in the forms attached hereto as Exhibit 1 and Exhibit 2. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this

Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered, trademarks or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Trademark except as permitted by the Loan Agreement.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrower and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

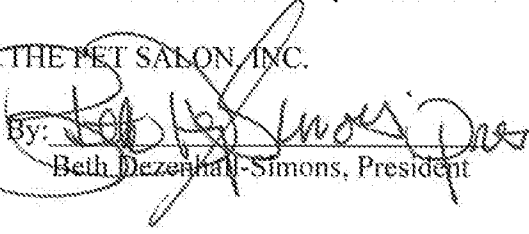
19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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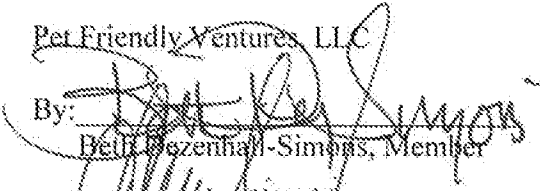
Dated the date and year first written above.

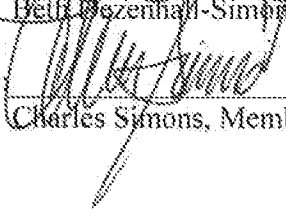
THE PET SALON, INC.

By:   
Beth Dezenhall-Simons, President

Agreed to and Acknowledged by:

Pet Friendly Ventures, LLC

By:   
Beth Dezenhall-Simons, Member

By:   
Charles Simons, Member

Approved and Accepted:

**Berkshire Bank**

By: Deborah C. Hudson  
Name: Deborah Hudson  
Title: First Vice President

[BORROWER ACKNOWLEDGMENT TO PATENT/TRADEMARK SECURITY]

State of New Jersey

County of Atlantic

On this, the 20<sup>th</sup> day of December, 20  , before me, the undersigned officer, personally appeared **Beth Dezenhall-Simons**, who acknowledged herself to be the President of **THE PET SALON, INC.**, a New Jersey corporation, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

Sally A. Oshman  
Notary Public of New Jersey  
My Commission Expires Dec. 27, 2021

State of New Jersey

County of Atlantic

On this, the 20<sup>th</sup> day of December, 20  A., before me, the undersigned officer, personally appeared **Beth Dezenhall-Simons and Charles Simons**, who acknowledged themselves to be the Members of **Pet Friendly Ventures, LLC**, a New Jersey Limited Liability Company, and that they as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by themselves as Members.

In witness whereof, I hereunto set my hand and official seal.

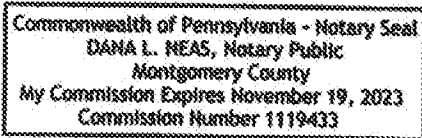
  
Notary Public

Sally A. Oshman  
Notary Public of New Jersey  
My Commission Expires Dec. 27, 2021

[BANK ACKNOWLEDGMENT TO PATENT/TRADEMARK SECURITY]

UNITED STATES OF AMERICA :  
STATE OF PA : SS  
COUNTY OF Montgomery :

On this 20<sup>th</sup> day of December, 2019, before me personally appeared Deborah Hudson to me known and being duly sworn, deposes and says that he/she is FVP of Berkshire Bank, the Lender described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.



Dana L. Neas  
Notary Public

**POWER OF ATTORNEY**

**THE PET SALON, INC.**, a New Jersey corporation ("Grantor"), hereby authorizes **Berkshire Bank**, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patent and Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Loan Agreement bearing even date herewith among Grantor and certain other parties as borrowers and Grantee, as lender, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 20<sup>th</sup> day of December, 2019.

THE PET SALON, INC.  
By: Beth Dezenhall-Simons, Pres.  
Beth Dezenhall-Simons, President

[ACKNOWLEDGMENT TO POWER OF ATTORNEY]

State of New Jersey

County of Atlantic

On this, the 20<sup>th</sup> day of December, 2019, before me, the undersigned officer, personally appeared **Beth Dezenhall-Simons**, who acknowledged herself to be the President of **THE PET SALON, INC.**, a New Jersey corporation, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Sally A. Oshman  
Notary Public of New Jersey  
My Commission Expires Dec. 27, 2021

## SCHEDULE A

### Trademarks

- GROOMERS HELPER, serial number 76300589
- PETSHOYS, serial number 75423086

### Patents

- US 9,877,464 B2
- US 9,538,723 B2
- US 8,925,496 B2
- US 8,365,685 B2
- Application 16392276
- Application 14625936



United States Patent and Trademark Office

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TSDR ASSIGN Status TTAB Status ( Use the "Back" button of the Internet Browser to return to TESS)

# GROOMERS HELPER

Word Mark GROOMERS HELPER  
 Goods and Services IC 008. US 023 028 044. G & S: Hand-operated adjustable lock for tether for use on animals during grooming. FIRST USE: 20010423. FIRST USE IN COMMERCE: 20010609  
 Mark Drawing Code (1) TYPED DRAWING  
 Serial Number 76300689  
 Filing Date August 13, 2001  
 Current Basis 1A  
 Original Filing Basis 1A  
 Published for Opposition July 16, 2002  
 Registration Number 2631167  
 Registration Date October 8, 2002  
 Owner (REGISTRANT) Pet Salon, Incorporated, The CORPORATION NEW JERSEY 3 South Frankline Avenue Margate NEW JERSEY 08420  
 Attorney of Record Andrew B. Katz  
 Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE " GROOMERS" APART FROM THE MARK AS SHOWN  
 Type of Mark TRADEMARK  
 Register PRINCIPAL  
 Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120706.  
 Renewal 1ST RENEWAL 20120706  
 Live/Dead Indicator LIVE

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**Record 1 out of 1**

**TSDR** **ASSIGN Status** **TAB Status** ( Use the "Back" button of the Internet Browser to return to TESS)

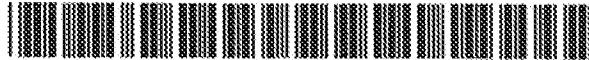
**Typed Drawing**

**Word Mark** PESHOTS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: MOUNTED AND UNMOUNTED PHOTOGRAPHS OF PETS AND OTHER OBJECTS INCLUDING OTHER ANIMALS, PLACES AND THE GENERAL ENVIRONMENT. FIRST USE: 19970925. FIRST USE IN COMMERCE: 19971015  
 IC 042. US 100 101. G & S: PORTRAIT PHOTOGRAPHY. FIRST USE: 19970925. FIRST USE IN COMMERCE: 19971015  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75423086  
**Filing Date** January 26, 1998  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Date Amended to Current Register** June 18, 1998  
**Registration Number** 2219818  
**Registration Date** January 19, 1999  
**Owner** (REGISTRANT) PET SALON, INC., THE CORPORATION NEW JERSEY 3 South Franklin Avenue Margate NEW JERSEY 08402  
**Attorney of Record** Lisa Peller London  
**Type of Mark** TRADEMARK. SERVICE MARK  
**Register** SUPPLEMENTAL  
**Affidavit Text** SECT 8 (6-YR). SECTION 8(10-YR) 20181231.  
**Renewal** 2ND RENEWAL 20181231  
**Live/Dead Indicator** LIVE

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US009877464B2

(12) **United States Patent**  
**Simons**

(10) **Patent No.:** **US 9,877,464 B2**

(45) **Date of Patent:** **Jan. 30, 2018**

(54) **RESTRAINT SYSTEM FOR AN ANIMAL**

4,836,144 A \* 6/1989 Cole ..... A01K 13/001  
119/651

(71) Applicant: **The Pet Salon, Inc.**, Margate, NJ (US)

4,930,453 A 6/1990 Laliberte  
5,009,196 A 4/1991 Young  
5,243,931 A 9/1993 McDonough  
5,373,814 A 12/1994 Seymour  
5,678,511 A 10/1997 Day  
5,829,392 A 11/1998 Coleman  
5,974,601 A 11/1999 Drane et al.  
6,079,368 A 6/2000 Paddeck  
6,553,943 B1 4/2003 Murphy  
(Continued)

(72) Inventor: **Charles Ross Simons**, Margate, NJ (US)

(73) Assignee: **THE PET SALON, INC.**

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 43 days.

**FOREIGN PATENT DOCUMENTS**

(21) Appl. No.: **15/224,857**

DE 3150442 A1 \* 6/1983 ..... A01K 13/001  
WO WO-2006017711 A2 \* 2/2006 ..... A01K 13/001

(22) Filed: **Aug. 1, 2016**

(65) **Prior Publication Data**

**OTHER PUBLICATIONS**

US 2016/0338321 A1 Nov. 24, 2016

Master Equipment Polypro Grooming Tubs, PetEdge, Inc., PetEdge.com, 2 pages. Accessed on Jan. 7, 2015.

**Related U.S. Application Data**

(Continued)

(63) Continuation-in-part of application No. 14/625,936, filed on Feb. 19, 2015, now abandoned.

*Primary Examiner* --- Monica L. Williams

(74) *Attorney, Agent, or Firm* --- The Belles Group, P.C.

(51) **Int. Cl.**

**A01K 13/00** (2006.01)  
**A01K 15/04** (2006.01)

(57) **ABSTRACT**

(52) **U.S. Cl.**

CPC ..... **A01K 15/04** (2013.01); **A01K 13/001** (2013.01)

A restraint system for an animal includes a frame having top and bottom frame parts and a plurality of frame risers extending therebetween to maintain the top and bottom frame parts in a spaced apart manner; a perforated support surface affixed the frame; riser support members coupled to the frame, at least one of which is slidably coupled to the frame; a first riser arm affixed to a first riser support member; a first coupler coupled to the first riser arm; a second riser arm affixed to a second riser support member; a second coupler coupled to the second riser arm; and a first restraining loop configured to be placed around a neck of a first animal and to cross tie between the first coupler and the second coupler.

(58) **Field of Classification Search**

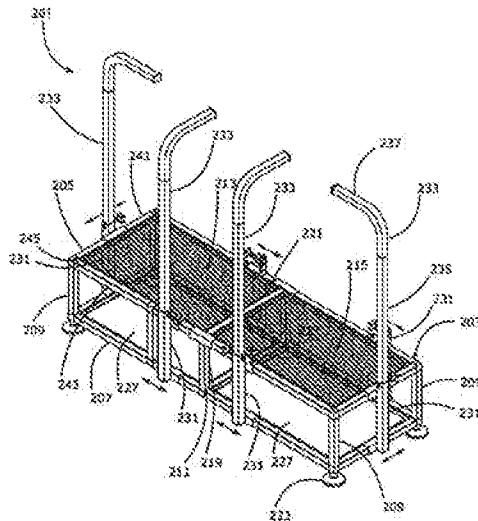
CPC ..... A01K 13/00; A01K 13/001; A01K 15/04  
See application file for complete search history.

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

4,316,433 A 2/1982 Hebert  
4,549,502 A 10/1985 Namdari

**19 Claims, 10 Drawing Sheets**





US009538723B2

(12) **United States Patent**  
**Simons**

(10) **Patent No.:** **US 9,538,723 B2**  
(45) **Date of Patent:** **Jan. 10, 2017**

(54) **ANIMAL RESTRAINT SYSTEM WITH ADJUSTABLE TETHER**

(71) Applicant: **The Pet Salon, Inc., Margate, NJ (US)**

(72) Inventor: **Charles Ross Simons, Margate, NJ (US)**

(73) Assignee: **THE PET SALON, INC.**

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 140 days.

(21) Appl. No.: **14/274,995**

(22) Filed: **May 12, 2014**

(65) **Prior Publication Data**

US 2015/0320012 A1 Nov. 12, 2015

(51) **Int. Cl.**  
*A01K 27/00* (2006.01)  
*A01K 1/06* (2006.01)  
*A01K 13/00* (2006.01)

(52) **U.S. Cl.**  
CPC ..... *A01K 1/06* (2013.01); *A01K 1/0613* (2013.01); *A01K 13/00* (2013.01); *A01K 27/003* (2013.01)

(58) **Field of Classification Search**  
CPC ..... *A01K 1/04*  
USPC ..... 119/856, 753, 755-757, 863, 795, 797  
See application file for complete search history.

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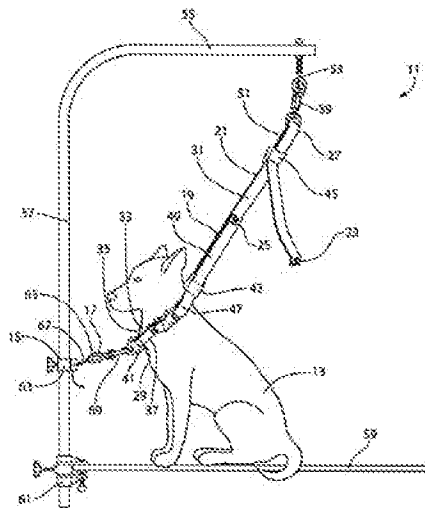
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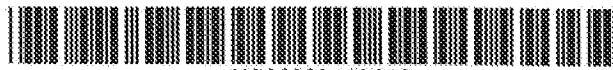
*Primary Examiner* --- Krisien C. Hayes  
(74) *Attorney, Agent, or Firm* --- The Belles Group, P.C.

(57) **ABSTRACT**

An animal restraint system includes an arm clamp having a clamp body, a tether, a tether clamp, and a tether connector. The clamp body affixes to a securing arm at or below the animal's head and includes a tether anchor and a tether guide. The tether has a first tether end coupled to the tether anchor, a second tether end, and a middle section forming a loop, with a first loop side extending from the first tether end and a second loop side extending from the second tether end through the tether guide. The tether anchor and the tether guide are positioned to maintain substantial alignment between the first and second loop sides when the loop is tensioned. The tether clamp divides the loop into a primary and secondary loops and maintains a size of the primary loop, and the tether connector is slidably coupled to the primary loop.

**12 Claims, 6 Drawing Sheets**





US008925496B2

(12) **United States Patent**  
**Simons**

(10) **Patent No.:** **US 8,925,496 B2**

(45) **Date of Patent:** **Jan. 6, 2015**

(54) **SYSTEM AND METHOD FOR RESTRAINING AN ANIMAL.**

*A01K 1/0613* (2013.01); *A01K 13/001* (2013.01); *A01K 1/06* (2013.01)

(71) Applicant: **The Pet Salon, Inc.**, Margate, NJ (US)

USPC ..... 119/856; 119/756

(72) Inventor: **Charles Ross Simons**, Margate, NJ (US)

(58) **Field of Classification Search**

USPC ..... 119/856, 753, 755-757, 863, 795, 797  
See application file for complete search history.

(73) Assignee: **The Pet Salon, Inc.**

(56) **References Cited**

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 151 days.

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(21) Appl. No.: **13/758,998**

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3,266,464 A *	8/1966	Davis	119/756

(22) Filed: **Feb. 4, 2013**

(65) **Prior Publication Data**

US 2013/0139763 A1 Jan. 6, 2013

**Related U.S. Application Data**

(60) Continuation-in-part of application No. 13/113,232, filed on May 23, 2011, now Pat. No. 8,365,685, which is a division of application No. 12/277,481, filed on Nov. 25, 2008, now abandoned, which is a continuation of application No. 10/342,359, filed on Jan. 14, 2003, now abandoned, which is a continuation-in-part of application No. 10/271,825, filed on Oct. 15, 2002, now abandoned.

(Continued)

*Primary Examiner* — Kristen C Hayes

(74) *Attorney, Agent, or Firm* — The Belles Group, P.C.

(60) Provisional application No. 60/370,045, filed on Apr. 3, 2002.

(57) **ABSTRACT**

A restraint for an animal having a strap forming first and second connection loops and including first and second strap portions, having approximately equal lengths, connected between the connection loops to form a restraining loop. A first connector is affixed at the first connection loop, and a second connector is affixed at the second connection loop. A quick-release connector is disposed in line with and more proximate to one of the first or second strap portions to open the restraining loop. A clamp is slidably disposed over the first and second strap portions. The clamp divides the restraining loop into a primary loop and a secondary loop and maintains the size of the primary loop around the animal's neck, with the quick-release connector positioned to open the primary loop.

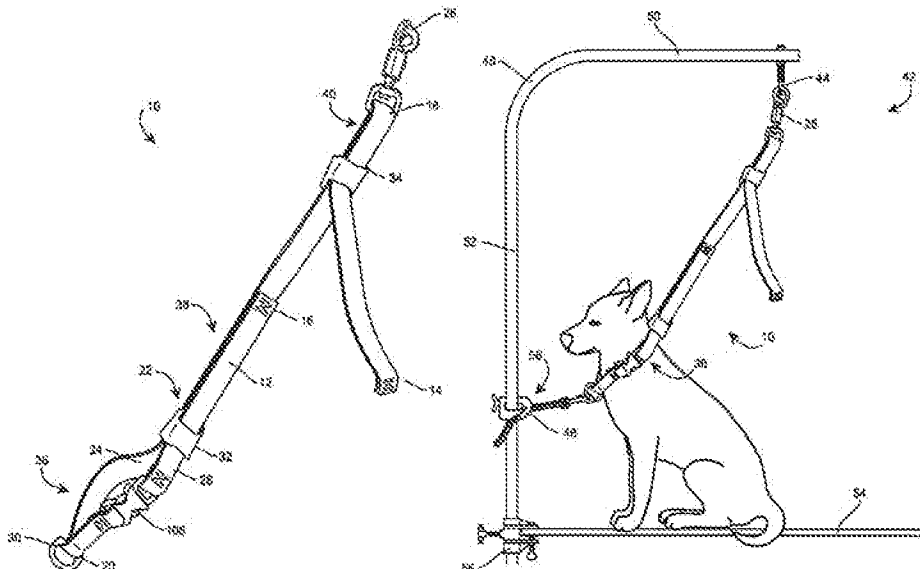
(51) **Int. Cl.**

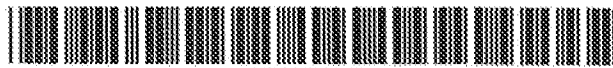
<i>A01K 27/00</i>	(2006.01)
<i>A01K 15/04</i>	(2006.01)
<i>A01K 1/06</i>	(2006.01)
<i>A01K 13/00</i>	(2006.01)
<i>A01K 1/04</i>	(2006.01)

(52) **U.S. Cl.**

CPC . *A01K 1/04* (2013.01); *A01K 15/04* (2013.01);

**19 Claims, 6 Drawing Sheets**





US008365685B2

(12) **United States Patent**  
**Simons**

(10) **Patent No.:** **US 8,365,685 B2**  
(45) **Date of Patent:** **Feb. 5, 2013**

- (54) **LOOP FOR RESTRAINING PETS**
- (75) **Inventor:** Charles Ross Simons, Margate, NJ (US)
- (73) **Assignee:** The Pet Salon, Inc., Margate, NJ (US)
- (\* ) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 74 days.
- (21) **Appl. No.:** 13/113,232
- (22) **Filed:** May 23, 2011

(65) **Prior Publication Data**  
US 2011/0315089 A1 Dec. 29, 2011

**Related U.S. Application Data**  
(60) Division of application No. 12/277,481, filed on Nov. 25, 2008, now abandoned, which is a continuation of application No. 10/342,359, filed on Jan. 14, 2003, now abandoned, which is a continuation-in-part of application No. 10/271,825, filed on Oct. 15, 2002, now abandoned.

(60) Provisional application No. 60/370,045, filed on Apr. 3, 2002.

- (51) **Int. Cl.**  
*A01K 27/00* (2006.01)
- (52) **U.S. Cl.** 119/856; 119/756
- (58) **Field of Classification Search** 119/753, 119/755-757, 856, 863, 795, 797  
See application file for complete search history.

(56) **References Cited**  
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1,405,632 A	2/1922	Sladky
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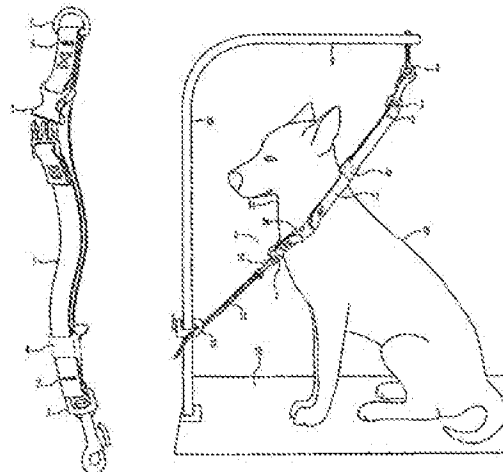
\* cited by examiner

*Primary Examiner* --- Kimberly Berona  
(74) *Attorney, Agent, or Firm* --- Connolly Bove Lodge & Hutz LLP

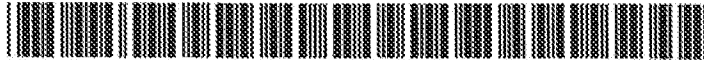
(57) **ABSTRACT**

A flexible loop for restraining animals during handling such as during grooming or examination or operation or in bath tubs with a swivel snap closure mechanism or fixed means at its top end, at the bottom of the flexible loop, fixed means. The loop is suitable for attachment to a grooming arm or to tethers to cross-tie the animal in place. The fixed means is preferably a D-ring.

**19 Claims, 9 Drawing Sheets**







US 20160242386A1

(19) **United States**

(12) **Patent Application Publication**  
**Simons**

(10) **Pub. No.: US 2016/0242386 A1**

(43) **Pub. Date: Aug. 25, 2016**

(54) **RESTRAINT SYSTEM FOR AN ANIMAL**

(52) **U.S. CL.**

CPC ..... *A01K 13/001* (2013.01)

(71) Applicant: **The Pet Salon, Inc., Margate, NJ (US)**

(57) **ABSTRACT**

(72) Inventor: **Charles Ross Simons, Margate, NJ (US)**

A restraint system for an animal includes a bottom frame with a perforated support surface affixed atop the bottom frame. A first riser arm is affixed to a first side of the bottom frame, and a second riser arm is affixed to a second side of the bottom frame, with the first side being opposite the second side. A cross arm is coupled between the first riser arm and the second riser arm, the first and second riser arms supporting the cross arm above the perforated support surface. A first upper coupler is affixed to the cross arm, and a first side coupler is affixed to one of the first riser arm and the second riser arm. A first restraining loop is configured to be placed around a neck of a first animal and to cross tie between the first upper coupler and the first side coupler.

(21) Appl. No.: **14/625,936**

(22) Filed: **Feb. 19, 2015**

**Publication Classification**

(51) **Int. Cl.**

*A01K 13/00* (2006.01)

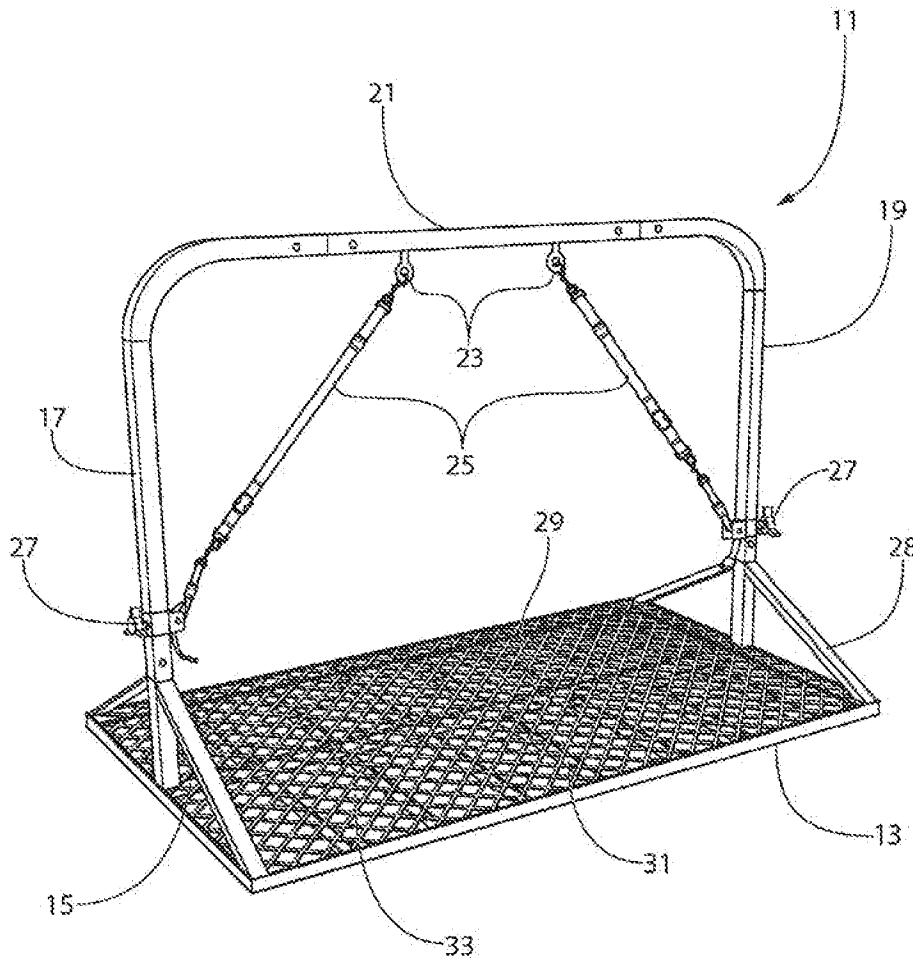


EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, **THE PET SALON, INC.**, a New Jersey corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness:

Berkshire Bank

Name: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact for Grantor

## SCHEDULE A

### Trademarks

- GROOMERS HELPER, serial number 76300589
- PETSHOTS, serial number 75423086

### Patents

- US 9,877,464 B2
- US 9,538,723 B2
- US 8,925,496 B2
- US 8,365,685 B2
- Application 16392276
- Application 14625936



EXHIBIT I  
[ACKNOWLEDGMENT TO TRADEMARK ASSIGNMENT]

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : S.S.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **THE PET SALON, INC.**, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

EXHIBIT 2

PATENT ASSIGNMENT

WHEREAS, THE PET SALON, INC., a New Jersey corporation ("Grantor") is the registered owner of the United States patents, pending patents and patent applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

Berkshire Bank

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact for Grantor

SCHEDULE A

Trademarks

- GROOMERS HELPER, serial number 76300589
- PETSHOTS, serial number 75423086

Patents

- US 9,877,464 B2
- US 9,538,723 B2
- US 8,925,496 B2
- US 8,365,685 B2
- Application 16392276
- Application 14625936

EXHIBIT 2

[ACKNOWLEDGMENT TO PATENT ASSIGNMENT]

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : S.S.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **THE PET SALON, INC.**, and he/she acknowledged to me that he/she executed the foregoing Patent Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public