

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easyvet Holdings Inc.		11/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SAAS Capital Fund IV, LP		
Street Address:	1311 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5715783	EASYVET	
Registration Number:	6618944	EASYVETCLINIC	
Registration Number:	6602934		
Registration Number:	6602917	COME. SIT. HEAL.	
Registration Number:	7206588	VETCELERATOR	
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>			
Email:	kwillis@porterwright.com		
Correspondent Name:	Kaylee Willis		
Address Line 1:	321 N Clark street, suite 400		
Address Line 2:	porter wright morris & Arthur llp		
Address Line 4:	chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Kaylee M. Willis		
SIGNATURE:	/kaylee m .willis/		
DATE SIGNED:	11/29/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of November 27, 2023, is made by **VETCELERATOR HOLDINGS INC.**, a Delaware corporation, **VETCELERATOR LLC**, a Tennessee limited liability company, **VET MARKETING PRO INC.**, a Delaware corporation, and **EASYVET HOLDINGS INC.**, a Delaware corporation (each a “Borrower” and collectively, “Borrowers”), in favor of **SAAS CAPITAL FUND IV, LP**, a Delaware limited partnership (“Lender”).

Background Information

As a condition precedent to the making of advances by Lender under the Loan and Security Agreement dated as of even date herewith (the “Loan Agreement”) between Borrowers and Lender, each Borrower has granted to Lender a security interest in, among other property, certain intellectual property of such Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. **Grant of Security.** Each Borrower hereby grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of such Borrower in, to and under such Borrower’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of such Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Each Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. **New Collateral.** If, before the Obligations shall have been irrevocably paid in full and the Loan Agreement terminated, any Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower Representative shall give Lender written notice thereof. Each Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Lender's request, Borrowers shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Each Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrowers have caused this Agreement to be duly executed and delivered as of the date first above written.

VETCELERATOR HOLDINGS INC.

By:  _____

Name: Rivers Morrell

Title: CEO

VETCELERATOR LLC

By: Vetcelerator Holdings Inc.


Its: Manager

By:  _____

Name: Rivers Morrell

Title: CEO

VET MARKETING PRO INC.

By: 
Name: Rivers Morrell
Title: CEO

EASYVET HOLDINGS INC.

By:  _____

Name: Rivers Morrell

Title: CEO

AGREED TO AND ACCEPTED:

SAAS CAPITAL FUND IV, LP

By: SC GP IV, LLC

Title: General Partner

By: _____

Name: Steven Jaffee

Title: Manager

EASYVET HOLDINGS INC.

By: _____

Name: Rivers Morrell

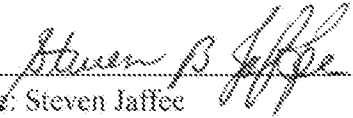
Title: CEO

AGREED TO AND ACCEPTED:

SAAS CAPITAL FUND IV, LP

By: SC GP IV, LLC

Title: General Partner

By:  _____

Name: Steven Jaffee

Title: Manager


SCHEDULES

Schedule 1 –

- A. Registered Patents: None
- B. Patent Applications: None
- C. Patent Licenses: None

Schedule 2 –

A. Registered Trademarks:

Registered Trademarks	Serial No. / Reg. No.	Mark	Status
Word mark	Serial No.: 86/729,481 Reg. No.: 5715783	EASYVET	Registered April 2, 2019
Word mark	Serial No.: 90/526,926 Reg. No.: 6618944	easyvetclinic	Registered January 18, 2022
Design mark	Serial No.: 90/541,061 Reg. No.: 6602934		Registered December 28, 2021
Word mark	Serial No.: 90/539,675 Reg. No.: 6602917	Come. Sit. Heal.	Registered December 28, 2021
Word mark	Serial No.: 97/605,056 Reg. No.: 7206588	VETCELERATOR	Registered October 31, 2023

- B. Trademark Applications: None
- C. Trademark Licenses: None

Schedule 3 –

- A. Registered Copyrights: None
- B. Copyright Applications: None
- C. Copyright Licenses: None