

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Petco Animal Supplies Stores, Inc.		01/13/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	333 South Grand Avenue, 9th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	78078920	SUPERMARKETS ARE FOR PEOPLE. PETCO IS FOR PETS.
Serial Number:	76227848	SHED-LESS
Serial Number:	76205646	PETCARE
Serial Number:	76309392	PET CARE
Serial Number:	76227901	PETCO THE PET AUTHORITY
Serial Number:	76055373	PAW PALS
Serial Number:	76024594	PERPETUAL PETOPIA
Serial Number:	75837518	PETOPIA
Serial Number:	75836385	PETOPIA
Serial Number:	75698521	PETOPIA
Serial Number:	74157241	PETCO
Serial Number:	75083836	WHERE THE PETS GO
Serial Number:	75312559	PETCO P.A.L.S.
Serial Number:	78405952	TOP DOG

CH \$440.00 78078920

Serial Number:	74006754	
Serial Number:	78204788	
Serial Number:	73657758	

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: gdurham@omm.com  
 Correspondent Name: Gina M. Durham, Esq.  
 Address Line 1: 400 South Hope Street  
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
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Signature:	/Gina M. Durham/
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Date:	01/13/2005
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Total Attachments: 4  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, PETCO ANIMAL SUPPLIES STORES, INC.**, a Delaware corporation (formerly PETCO Animal Supplies, Inc.) ("**Grantor**"), owns and/or uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of January 13, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Bank of America, N.A., as Syndication Agent, and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of January 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a protected security interest in, and Secured Party has agreed to become a secured creditor with respect to, Collateral consisting of Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following (the "**Trademark Collateral**"), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located:

(a) all rights, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically

identified in Schedule A) (the “**Trademark Registrations**”), all common law rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes, without limitation, whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in any property to the extent and only to the extent that such grant (x) is prohibited by any requirements of law or requires a consent not obtained of any governmental authority pursuant to such requirement of law or (y) would result in a breach of the terms of, or constitute a default under, any license, lease, contract, agreement or other document evidencing or giving rise to such property (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-407, 9-408 or 9-409 of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 of an irreconcilable conflict, the Security Agreement shall control

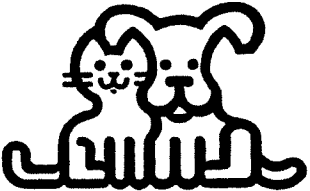
**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13<sup>th</sup> day of January, 2005.

**PETCO ANIMAL SUPPLIES STORES, INC.**,  
a Delaware corporation

By: *Rodney Carter*  
Name: Rodney Carter  
Title: Senior Vice President and Chief  
Financial Officer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Trademarks:

<b>Mark</b>	<b>Serial Number</b>
Supermarkets are for People. Petco is for Pets	78/078,920
Shed-Less	76/227,848
Petcare	76/205,646
Petcare	76/309,392
Petco the Pet Authority	76/227,901
Paw Pals	76/055,373
Perpetual Petopia	76/024,594
Petopia	75/837,518
Petopia	75/836,385
Petopia	75/698,521
PETCO	74/157,241
WHERE THE PETS GO	75/083,836
PETCO P.A.L.S.	75/312,559
TOP DOG	78/405,952
	74/006,754
	78/204,788
	73/657,758