

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PETCO ANIMAL SUPPLIES STORES, INC.	FORMERLY PETCO ANIMAL SUPPLIES, INC.	10/26/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 63**

Property Type	Number	Word Mark
Registration Number:	1607957	
Registration Number:	1488868	
Registration Number:	1941996	AQUATIC GARDENS
Registration Number:	1910822	AVIAN SELECT
Registration Number:	2110947	BED BUDDIES
Registration Number:	2004654	BONE BUDDIES
Registration Number:	2795985	BOTTOMLESS BOWL
Registration Number:	2585699	CLAW PALS
Registration Number:	2831842	COLLAPSI-BOWL
Registration Number:	1884615	FINISHING TOUCH
Registration Number:	2416808	FRESH BREATH
Registration Number:	2155254	HEALTHY SELECT
Registration Number:	1994840	IPSD

CH \$1590.00 1607957

Registration Number:	2121884	KITTY CITY
Registration Number:	2697998	KRITTERZ
Registration Number:	2475980	LIL' BUDDIES
Registration Number:	2112566	MASTERS PREMIUM DIET
Registration Number:	1949610	MEWSMENTS
Registration Number:	2010621	NORTHERN BACKYARD
Registration Number:	1964307	ODOR-PLEX
Registration Number:	2087901	OOPSIE POOPSIE
Registration Number:	2091465	OOPSIE POOPSIE
Registration Number:	2646584	PAW PALS
Registration Number:	1954958	PAW PALS
Registration Number:	2682729	PET CARE
Registration Number:	1979330	PET GOLD
Registration Number:	2840705	PETCARE
Registration Number:	1695073	PETCO
Registration Number:	3134084	PETCO DOGGIE DAY CAMP
Registration Number:	2172931	PETCO P.A.L.S.
Registration Number:	2823673	PETGOLD CRYSTALS
Registration Number:	2346327	POLLY PALS
Registration Number:	2086151	PREMIUM MASTERS DIET
Registration Number:	2800600	PRO GOLD
Registration Number:	2189311	PROFILE
Registration Number:	2230150	PROFILE
Registration Number:	1779046	RUFF TOYS
Registration Number:	3073880	SHED-LESS
Registration Number:	1883597	SMALL ANIMAL KINGDOM
Registration Number:	2730698	SUPERMARKETS ARE FOR PEOPLE. PETCO IS FOR PETS.
Registration Number:	3005206	SUPREME NUTRITION
Registration Number:	1967687	TAGALONGS
Registration Number:	3112766	THINK ADOPTION FIRST
Registration Number:	1982944	TOY BUDDIES
Registration Number:	2164433	VETCO
Registration Number:	2037257	WHERE THE PETS GO
Registration Number:	1549616	YOUR PET'S SECOND BEST FRIEND
Serial Number:	78204788	

Serial Number:	78467455	BACKYARD GOURMET
Serial Number:	78467457	BACKYARD SANCTUARY
Serial Number:	78225753	BEST OF SHOW
Serial Number:	78206452	BLUE MEWS
Serial Number:	78369481	COME. WORK. STAY.
Serial Number:	78157407	DICKENS' CLOSET
Serial Number:	78257223	HEALTHY SELECT
Serial Number:	78712275	NATURAL DOG
Serial Number:	78206441	PETCO
Serial Number:	78204776	PETCO PARK
Serial Number:	78631374	PETCOGOLD
Serial Number:	78176127	QUICK-CAGE
Serial Number:	78206446	RED RUFF
Serial Number:	78405952	TOP DOG
Serial Number:	78207036	TOUGH NOOGIES

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: carey.lening@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Carey Lening  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	371719
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/16/2006

Total Attachments: 8  
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TERM LOAN TRADEMARK SECURITY AGREEMENT dated as of October 26, 2006 (this "*Agreement*"), among PETCO ANIMAL SUPPLIES STORES, INC., a Delaware corporation, located at 9125 Rehco Road, San Diego, California 90025 ("*PETCO*", successor by merger to PETCO Animal Supplies, Inc.), the undersigned Subsidiaries of PETCO party hereto (together with PETCO, the "*Assignors*") and CREDIT SUISSE, located at Eleven Madison Avenue, New York, New York 10010, as collateral agent (in such capacity, the "*Assignee*").

The Loan Parties, the Assignee, Credit Suisse, as administrative agent, and the Term Loan Lenders are entering into a Term Loan Credit Agreement dated as of the date hereof providing for a term loan facility in an aggregate principal amount of \$700,000,000 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan Credit Agreement*").

The Assignors are entering into a Security Agreement in order to induce the Term Loan Lenders to enter into and extend credit to the Borrower under the Term Loan Credit Agreement and to secure the Term Loan Obligations, including in the case of each Grantor that is a Loan Guarantor, its obligations under the Loan Guaranty.

The Assignors and Assignee are entering into this Agreement in order to induce the Term Loan Lenders to enter into and extend credit to the Borrower under the Term Loan Credit Agreement and to secure the Term Loan Obligations.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Security Agreement or the Term Loan Credit Agreement, as applicable. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* The Assignors, pursuant to the Security Agreement, did and hereby do grant to the Assignee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title or interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Assignors, and regardless of where located, including the following (collectively, the "*Trademark Collateral*"):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed on Schedule I (the "*Trademarks*") and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future

infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Term Loan Obligations.

Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include or the security interest attach to any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Assignee herein are granted in furtherance, and not in limitation of, the security interests granted to the Assignee pursuant to the Security Agreement. The Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Intercreditor Agreement.* REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

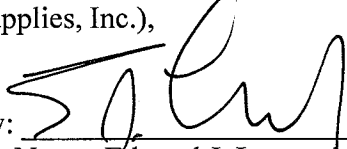
SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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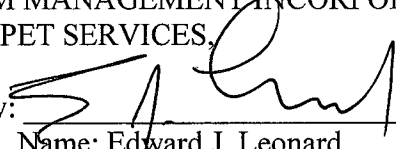
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ASSIGNORS:**

PETCO ANIMAL SUPPLIES STORES,  
INC. (successor by merger to PETCO Animal  
Supplies, Inc.),

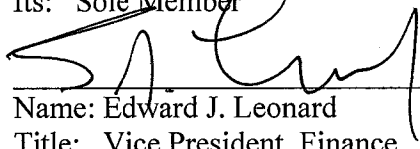
By:   
Name: Edward J. Leonard  
Title: Vice President, Finance

INTERNATIONAL PET SUPPLIES  
AND DISTRIBUTION, INC.,  
PETCO SOUTHWEST, INC.,  
PET CONCEPTS INTERNATIONAL,  
PM MANAGEMENT INCORPORATED,  
E-PET SERVICES,

By:   
Name: Edward J. Leonard  
Title: Vice President, Finance

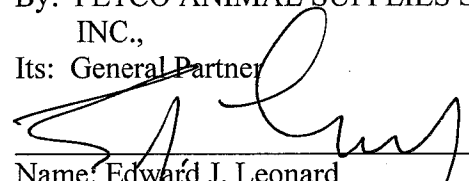
E-PET SERVICES, LLC,

By: E-PET SERVICES  
Its: Sole Member

  
Name: Edward J. Leonard  
Title: Vice President, Finance

PETCO SOUTHWEST, L.P.,

By: PETCO ANIMAL SUPPLIES STORES,  
INC.,  
Its: General Partner

  
Name: Edward J. Leonard  
Title: Vice President, Finance

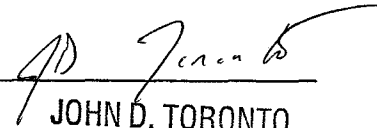
**ASSIGNEE:**

**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as collateral agent**

By:

Name:

Title:

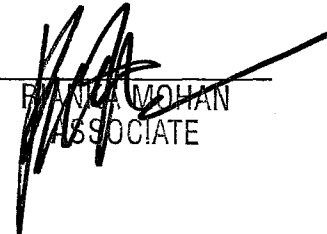


JOHN D. TORONTO  
DIRECTOR

By:

Name:

Title:



RAVI MOHAN  
ASSOCIATE

[[NYCORP:2646413]]

## Schedule I


U.S. Trademarks

Jurisdiction	Mark	Registration No.	Registration Date
U.S.	(Design) 	1,607,957	7/31/1990
U.S.	(Design) 	1,488,868	5/17/1988
U.S.	AQUATIC GARDENS	1,941,996	12/19/1995
U.S.	AVIAN SELECT	1,910,822	8/8/1995
U.S.	BED BUDDIES	2,110,947	11/4/1997
U.S.	BONE BUDDIES	2,004,654	10/1/1996
U.S.	BOTTOMLESS BOWL	2,795,985	12/16/2003
U.S.	CLAW PALS	2,585,699	6/25/2002
U.S.	COLLAPSI-BOWL	2,831,842	4/13/2004
U.S.	FINISHING TOUCH	1,884,615	3/21/1995
U.S.	FRESH BREATH	2,416,808	1/2/2001
U.S.	HEALTHY SELECT	2,155,254	11/14/1995
U.S.	IPSD (and Design)	1,994,840	8/20/1996
U.S.	KITTY CITY	2,121,884	12/16/1997
U.S.	KRITTERZ	2,697,998	3/18/2003
U.S.	LIL' BUDDIES	2,475,980	8/7/2001
U.S.	MASTERS PREMIUM DIET	2,112,566	11/11/1997
U.S.	MEWSMENTS	1,949,610	1/16/1996
U.S.	NORTHERN BACKYARD	2,010,621	10/22/1996
U.S.	ODOR-PLEX	1,964,307	3/26/1996
U.S.	OOPSIE POOPSIE	2,087,901	8/12/1997
U.S.	OOPSIE POOPSIE (and Design)	2,091,465	8/26/1997
U.S.	PAW PALS	2,646,584	11/5/2002
U.S.	PAW PALS	1,954,958	2/6/1996
U.S.	PET CARE (and Design)	2,682,729	2/4/2003
U.S.	PET GOLD	1,979,330	6/11/1996
U.S.	PETCARE	2,840,705	5/11/2004
U.S.	PETCO	1,695,073	6/16/1992
U.S.	PETCO DOGGIE DAY CAMP	3,134,084	8/22/2006



Jurisdiction	Mark	Registration No.	Registration Date
U.S.	PETCO P.A.L.S.	2,172,931	7/14/1998
U.S.	PETGOLD CRYSTALS	2,823,673	3/16/2004
U.S.	POLLY PALS	2,346,327	5/2/2000
U.S.	PREMIUM MASTERS DIET (and Design)	2,086,151	8/5/1997
U.S.	PRO GOLD	2,800,600	12/30/2003
U.S.	PROFILE	2,189,311	9/15/1998
U.S.	PROFILE (and Design)	2,230,150	3/9/1999
U.S.	RUFF TOYS	1,779,046	6/29/1993
U.S.	SHED-LESS	3,073,880	3/28/2006
U.S.	SMALL ANIMAL KINGDOM (and Design)	1,883,597	3/14/1995
U.S.	SUPERMARKETS ARE FOR PEOPLE. PETCO IS FOR PETS.	2,730,698	6/24/2003
U.S.	SUPREME NUTRITION	3,005,206	10/4/2005
U.S.	TAGALONGS	1,967,687	4/16/1996
U.S.	THINK ADOPTION FIRST	3,112,766	7/4/2006
U.S.	TOY BUDDIES	1,982,944	6/25/1996
U.S.	VETCO	2,164,433	6/9/1998
U.S.	WHERE THE PETS GO	2,037,257	2/11/1997
U.S.	YOUR PET'S SECOND BEST FRIEND	1,549,616	7/25/1989

#### Trademark Applications

Jurisdiction	Mark	(Application No.)	(Application Date)
U.S.	(Design) 	(78/204,788)	(1/17/2003)
U.S.	BACKYARD CLOSET	(78/467,455)	(8/13/2004)
U.S.	BACKYARD SANCTUARY	(78/467,457)	(8/13/2004)
U.S.	BEST OF SHOW	(78/225,753)	(3/14/2003)
U.S.	BLUE MEWS	(78/206,452)	(1/23/2003)

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	<b>COME. WORK. STAY</b>	(78/369,481)	(2/17/2004)
U.S.	<b>DICKENS' CLOSET</b>	(78/157,407)	(8/23/2002)
U.S.	<b>HEALTHY SELECT</b>	(78/257,223)	(6/2/2003)
U.S.	<b>NATURAL DOG (and Design)</b>	(78/712,275)	(9/13/2005)
U.S.	<b>PETCO</b>	(78/206,441)	(1/23/2003)
U.S.	<b>PETCO PARK</b>	(78/204,776)	(1/17/2003)
U.S.	<b>PETCOGOLD</b>	(78/631,374)	(5/17/2005)
U.S.	<b>QUICK-CAGE</b>	(78/176,127)	(10/18/2002)
U.S.	<b>RED RUFF</b>	(78/206,446)	(1/23/2003)
U.S.	<b>TOP DOG</b>	(78/405,952)	(4/21/2004)
U.S.	<b>TOUGH NOOGIES</b>	(78/207,036)	(1/24/2003)

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