

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|-----------------------|
| PETCO ANIMAL SUPPLIES, INC. | | 11/24/2010 | CORPORATION: DELAWARE |
| PETCO ANIMAL SUPPLIES STORES, INC. | | 11/24/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent |
| Street Address: | ONE BOSTON PLACE, 18TH FLOOR |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02108 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 1941996 | AQUATIC GARDENS |
| Registration Number: | 1910822 | AVIAN SELECT |
| Registration Number: | 3181627 | BACKYARD SANCTUARY |
| Registration Number: | 2004654 | BONE BUDDIES |
| Registration Number: | 2795985 | BOTTOMLESS BOWL |
| Registration Number: | 2831842 | COLLAPSI-BOWL |
| Registration Number: | 1607957 | |
| Registration Number: | 3854187 | |
| Registration Number: | 3163308 | DICKENS' CLOSET |
| Registration Number: | 3670279 | DICKENS' CLOSET |
| Registration Number: | 1884615 | FINISHING TOUCH |
| Registration Number: | 3742916 | FINISHING TOUCH |
| Registration Number: | 2416808 | FRESH BREATH |

OP \$1115.00 1941996

| | | |
|----------------------|----------|---|
| Registration Number: | 2155254 | HEALTHY SELECT |
| Registration Number: | 3187857 | HEALTHY SELECT |
| Registration Number: | 1994840 | IPSD |
| Registration Number: | 1954958 | PAW PALS |
| Registration Number: | 2840705 | PETCARE |
| Registration Number: | 1979330 | PET GOLD |
| Registration Number: | 1695073 | PETCO |
| Registration Number: | 3755215 | PETCO |
| Registration Number: | 3134084 | PETCO DOGGIE DAY CAMP |
| Registration Number: | 2172931 | PETCO P.A.L.S. |
| Registration Number: | 3234116 | QUICK-CAGE |
| Registration Number: | 1779046 | RUFF TOYS |
| Registration Number: | 3073880 | SHED-LESS |
| Registration Number: | 1883597 | SMALL ANIMAL KINGDOM |
| Registration Number: | 3005206 | SUPREME NUTRITION |
| Registration Number: | 3112766 | THINK ADOPTION FIRST |
| Registration Number: | 3353242 | TOP DOG |
| Registration Number: | 1982944 | TOY BUDDIES |
| Registration Number: | 2164433 | VETCO |
| Registration Number: | 2037257 | WHERE THE PETS GO |
| Serial Number: | 77907687 | GENERATION NATURAL PET |
| Serial Number: | 85117738 | HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD. |
| Serial Number: | 77907645 | HEALTHY LIVING NATURALLY BY PETCO |
| Serial Number: | 77907675 | HEALTHY LIVING NATURALLY, BY PETCO |
| Serial Number: | 77907654 | HEALTHY LIVING NATURALLY |
| Serial Number: | 77954167 | LEFT, RIGHT, CLICK |
| Serial Number: | 77954183 | NOW, IT'S AS EASY AS...L R CLICK! |
| Serial Number: | 85061124 | PETCO UNLEASHED |
| Serial Number: | 77907702 | PLANET PETCO |
| Serial Number: | 77954581 | PLANET PETCO |
| Serial Number: | 77703072 | UNLEASHED BY PETCO |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004435 FRAME: 0432

Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 36496 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 12/17/2010 |

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT dated as of November 24, 2010 (this "**Agreement**"), among PETCO ANIMAL SUPPLIES, INC. (the "**Borrower**"), the undersigned subsidiaries of the Borrower party hereto (together with the Borrower, the "**Assignors**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "**Assignee**").

Reference is made to (a) the Pledge and Security Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the subsidiaries from time to time party thereto (the "**Subsidiaries**"), the Assignee and Credit Suisse AG, as administrative agent (in such capacity, the "**Administrative Agent**") and (b) the ABL Credit Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Subsidiaries, the lenders from time to time party thereto, the Assignee and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance in full of the Obligations, each Assignor, pursuant to the Security Agreement, did and hereby does grant to the Assignee and its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all common law trademarks, trademark registrations and trademark applications, common law service marks, service mark registrations and service mark applications, trade names, corporate names, trade dress and logos, including those set forth on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (b) all extensions and renewals of the foregoing; (c) 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; (d) all rights to sue for past, present and future infringements of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

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. Each Assignor hereby acknowledges and affirms 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 GOVERNS. 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 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.

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

ASSIGNORS:

PETCO ANIMAL SUPPLIES, INC.,

by Michael E Foss

Name: Michael E. Foss

Title: Executive Vice President &
Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES,
INC.,

by Michael E Foss

Name: Michael E. Foss

Title: Executive Vice President &
Chief Financial Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

by

Name:

Authorized Officer

[Signature Page to PETCO ABL Trademark Security Agreement]

TRADEMARK
REEL: 004435 FRAME: 0436

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

ASSIGNORS:

PETCO ANIMAL SUPPLIES, INC.,

by

Name: Michael E. Foss
Title: Executive Vice President &
Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES,
INC.,


by

Name: Michael E. Foss
Title: Executive Vice President &
Chief Financial Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

by



Name: Michelle L. Ayn
Authorized Officer

Schedule I

I. Trademarks

See attached.



II. Trademark Applications

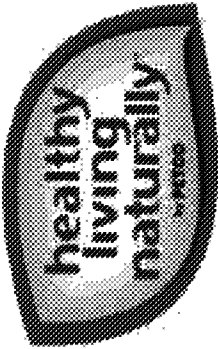
See attached.


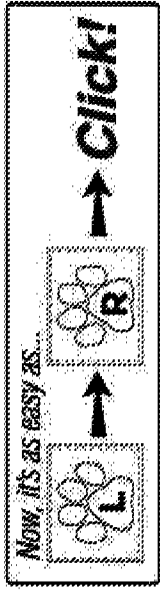
III. Trademark Licenses


| <u>Licensee</u> | <u>Licensor</u> | <u>Mark</u> | <u>Registration Number</u> |
|-----------------------|------------------------------------|--|----------------------------|
| Vetco Hospitals, Inc. | PETCO Animal Supplies Stores, Inc. | "VETCO", a registered trademark of PETCO | 2164433 |

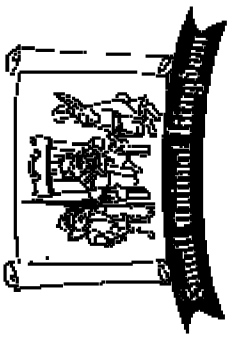
Trademarks, trademark registrations and trademark applications with USPTO

| <u>Mark</u> | <u>Serial</u> | <u>Reg. No.</u> | <u>Class(es)</u> | <u>Owner</u> |
|--|----------------------|---------------------|--------------------------|---|
| | <u>No. /</u> | <u>/</u> | | |
| | <u>Filing</u> | <u>Reg.</u> | | |
| | <u>Date</u> | <u>Date</u> | | |
| 1. AQUATIC GARDENS | 74446228 10/12/93 | 1941996 12/19/95 | 11,16 | PASI PASI – PETCO Animal Supplies, Inc. |
| 2. AVIAN SELECT | 74522280 05/09/94 | 1910822 08/08/95 | 21,28,31 | PASI PASI – PETCO Animal Supplies Stores, Inc. |
| 3. BACKYARD SANCTUARY | 78467457 08/13/04 | 3181627 12/05/06 | 31 | PASI |
| 4. BONE BUDDIES | 74469150 12/13/93 | 2004654 10/01/96 | 18,31 | PASI |
| 5. BOTTOMLESS BOWL | 78039341 12/14/00 | 2795985 12/16/03 | 35 | PASI |
| 6. COLLAPSI-BOWL | 78156400 08/21/02 | 2831842 04/13/04 | 21 | PASI |
| 7.  | 74006754 12/01/89 | 1607957 07/31/90 | 3,5,31,42 | PASI |
| 8.  | 77335711 11/21/07 | 3854187 09/28/10 | 5,7,11,18,21,25,28,31,35 | PASSI |
| 9. DICKEN'S CLOSET | 78157407 08/23/02 | 3163308 10/24/06 | 18 | PASI |

| <u>Mark</u> | <u>Serial No. / Filing Date</u> | <u>Reg. No. / Reg. Date</u> | <u>Class(es)</u> | <u>Owner</u> |
|--|---------------------------------|-----------------------------|---------------------|--|
| 10. DICKEN'S CLOSET | 77413511 03/05/08 | 3670279 08/18/09 | 18 | PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc. PASSI |
| 11. FINISHING TOUCH | 74326884 10/30/92 | 1884615 03/21/95 | 8,21 | PASI |
| 12. FINISHING TOUCH | 77406775 02/26/08 | 3742916 01/26/10 | 8,21 | PASSI |
| 13. FRESH BREATH | 75562019 09/30/98 | 2416808 01/02/01 | 28 | PASI |
| 14. GENERATION NATURAL PET | 77907687 01/08/10 | | 5,16,18,21,28,31,35 | PASSI |
| 15. HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD. | 85117738 8/27/10 | | 42 | PASSI |
| 16.  | 77907645 01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 17. HEALTHY LIVING NATURALLY, BY PETCO | 77907675 01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 18. HEALTHY LIVING NATURALLY | 77907654 01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 19. HEALTHY SELECT | 75019419 11/14/95 | 2155254 05/05/98 | 31 | PASI |

| <u>Mark</u> | <u>Serial No. / Filing Date</u> | <u>Reg. No. / Reg. Date</u> | <u>Class(es)</u> | <u>Owner</u> |
|--|---------------------------------|-----------------------------|------------------|---------------------------------------|
| 20. HEALTHY SELECT | 78257223 06/02/03 | 3187857 12/19/06 | 31 | PASI – PETCO Animal Supplies, Inc. |
| 21.  IP SD | 74650684 03/23/95 | 1994840 08/20/96 | 42 | PASI |
| 22. LEFT, RIGHT, CLICK | 77954167 03/09/10 | | 18 | PASSI |
| 23.  | 77954183 03/09/10 | | 18 | PASSI |
| 24. PAW PALS | 74650683 03/23/95 | 1954958 02/06/96 | 28 | PASI |
| 25. PETCARE | 76205646 02/06/01 | 2840705 05/11/04 | 36 | PASI |
| 26. PET GOLD | 74608956 12/09/94 | 1979330 06/11/96 | 3,5,31 | PASI |
| 27. PETCO | 74157241 | 1695073 | 42 | PASI |

| <u>Mark</u> | <u>Serial No. / Filing Date</u> | <u>Reg. No. / Reg. Date</u> | <u>Class(es)</u> | <u>Owner</u> |
|--|---------------------------------|-----------------------------|---------------------------------------|---|
| | 04/15/91 | 06/16/92 | | PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc. |
| 28. PETCO | 77321861 11/05/07 | 3755215 03/02/10 | 5,7,11,16,18,21,25,28,31,35,3 6,41 | PASSI |
| 29. PETCO DOGGIE DAY CAMP | 78487976 09/22/04 | 3134084 08/22/06 | 43 | PASI |
| 30. PETCO P.A.L.S. | 75312559 06/20/97 | 2172931 07/14/98 | 35 | PASI |
| 31. PETCO UNLEASHED | 85061124 6/11/10 | | 35, 41 | PASSI |
| 32. PLANET PETCO | 77907702 01/08/10 | | 5,7,11,16,18,21,25,28,35,41 | PASSI |
|  33. PLANET PETCO | 77954581 03/09/10 | | 5,7,11,16,18,21,25,28,35,41 | PASSI |
| 34. QUICK-CAGE | 78176127 10/18/02 | 3234116 04/24/07 | 21 | PASI |
| 35. RUFF TOYS | 74325127 10/21/92 | 1779046 06/29/93 | 28 | PASI |
| 36. SHED-LESS | 76227848 03/21/01 | 3073880 03/28/06 | 44 | PASI |

| <u>Mark</u> | <u>Serial No. / Filing Date</u> | <u>Reg. No. / Reg. Date</u> | <u>Class(es)</u> | <u>Owner</u> |
|---|---------------------------------|-----------------------------|------------------|---|
| 37.  | 74396980 05/28/93 | 1883597 03/14/95 | 18,21,28 | PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc. PASI |
| 38. SUPREME NUTRITION | 78243336 04/29/03 | 3005206 10/04/05 | 31 | PASI |
| 39. THINK ADOPTION FIRST | 78416965 05/11/04 | 3112766 07/04/06 | 45 | PASI |
| 40. TOP DOG | 78405952 04/21/04 | 3353242 12/11/07 | 35 | PASI |
| 41. TOY BUDDIES | 74536698 06/13/94 | 1982944 06/25/96 | 28 | PASI |
| 42. VETCO | 75083837 04/04/96 | 2164433 06/09/98 | 42 | PASI |
| 43. WHERE THE PETS GO | 75083836 04/04/96 | 2037257 02/11/97 | 42 | PASI |
| 44. UNLEASHED BY PETCO | 77703072 03/31/09 | | 35,41 | PASSI |