

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.		04/19/2013	CORPORATION: DELAWARE
	PETCO ANIMAL SUPPLIES STORES, INC.		04/19/2013	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:	BANK: UNITED STATES			
PROPERTY NUMBERS Total: 59				
	Property Type	Number	Word Mark	
	Registration Number:	2164433	VETCO	
	Registration Number:	1941996	AQUATIC GARDENS	
	Registration Number:	1910822	AVIAN SELECT	
	Registration Number:	3181627	BACKYARD SANCTUARY	
	Registration Number:	2004654	BONE BUDDIES	
	Registration Number:	1908981	BOW WOW BUY!	
	Serial Number:	85731067	BOWLMATES	
	Registration Number:	4111314		
	Serial Number:	85592614	BUSTER	
	Registration Number:	1607957		
	Serial Number:	85634190		
	Registration Number:	3854187		
	Registration Number:	3163308	DICKENS' CLOSET	

OP \$1490.00 2164433

Registration Number:	3670279	DICKENS' CLOSET
Registration Number:	1884615	FINISHING TOUCH
Registration Number:	3742916	FINISHING TOUCH
Registration Number:	4032480	GOURMET TAILS
Serial Number:	85487502	HAMSTER BALL DERBY
Registration Number:	4179996	HEALTHIER PETS. HAPPIER PEOPLE. BETTER W
Serial Number:	77907675	HEALTHY LIVING NATURALLY, BY PETCO
Registration Number:	2155254	HEALTHY SELECT
Registration Number:	3187857	HEALTHY SELECT
Registration Number:	1994840	IPSD
Registration Number:	4080630	LEFT, RIGHT, CLICK
Registration Number:	3975525	NOW, IT'S AS EASY AS...L R CLICK!
Registration Number:	1954958	PAW PALS
Registration Number:	1979330	PET GOLD
Registration Number:	2876909	PETPEOPLE
Registration Number:	3755215	PETCO
Serial Number:	85682758	PETCO 360
Registration Number:	4079535	PETCO CERTIFIED NUTRITION
Registration Number:	2172931	PETCO P.A.L.S.
Serial Number:	85061124	PETCO UNLEASHED
Registration Number:	4150579	PLANET PETCO
Registration Number:	4258029	PLANET PETCO
Registration Number:	3849058	POOCH HOTEL
Serial Number:	85731046	POUNCING PLAYLAND
Registration Number:	3234116	QUICK-CAGE
Registration Number:	4231667	REPTILE RALLY
Registration Number:	1779046	RUFF TOYS
Registration Number:	1883597	SMALL ANIMAL KINGDOM
Serial Number:	85732613	SOMETHING TO WAG ABOUT
Serial Number:	85732585	SOMETHING NEW TO WAG ABOUT
Registration Number:	3005206	SUPREME NUTRITION
Serial Number:	85731041	THE TREATERY
Serial Number:	85731626	THE TREATERY
Registration Number:	3112766	THINK ADOPTION FIRST
Registration Number:	3353242	TOP DOG

	1982944	TOY BUDDIES
Serial Number:	85731055	TREATS FOR PETS YOU LOVE TO LOVE!
Registration Number:	4150479	UNLEASHED BY PETCO
Registration Number:	4059832	WHERE THE PETS GO
Registration Number:	4059831	WHERE THE HEALTHY PETS GO
Serial Number:	85728307	WHOLEPET
Serial Number:	85728286	WHOLE PET
Registration Number:	3808922	WHOLE PETS
Serial Number:	85294515	WHOLE PETS
Serial Number:	85869665	WHOLEPETS
Registration Number:	4197488	MEET THE CRITTERS

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	CRS1-38590
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	Penelope/J./A./Agodoa
Date:	04/25/2013

Total Attachments: 14
source=38590#page1.tif
source=38590#page2.tif
source=38590#page3.tif
source=38590#page4.tif
source=38590#page5.tif
source=38590#page6.tif
source=38590#page7.tif
source=38590#page8.tif
source=38590#page9.tif
source=38590#page10.tif
source=38590#page11.tif
source=38590#page12.tif
source=38590#page13.tif
source=38590#page14.tif

TRADEMARK

ADDITIONAL CONVEYING PARTY

PETCO ANIMAL SUPPLIES STORES, INC., A DELAWARE CORPORATION

TRADEMARK SECURITY AGREEMENT dated as of April 19, 2013 (this "*Agreement*"), among PETCO ANIMAL SUPPLIES, INC. (the "*Borrower*"), the undersigned subsidiary of the Borrower party hereto (together with the Borrower, the "*Grantors*") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Pledge and Security Agreement dated as of April 19, 2013 (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 Collateral Agent and Credit Suisse AG, as administrative agent (in such capacity, the "*Administrative Agent*") and (b) the ABL Credit Agreement dated as of April 19, 2013 (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 Collateral Agent 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 Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent 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 Grantor or in which such Grantor 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

GRANTORS:

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: President

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL,
ASSOCIATION,
as Collateral Agent,

by

Name:
Title:

{Signature Page to Trademark Security Agreement}

{3401989}

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

GRANTORS:

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: President

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent,

by 

Name: Michael E. Foss
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

113401982H

Schedule I

I. Trademarks

See attached Exhibit A.


II. Trademark Applications



See attached Exhibit A.



III. Trademark Licenses

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

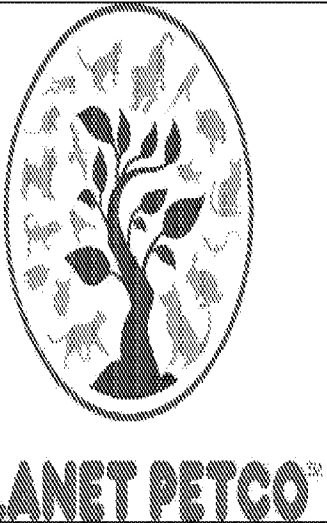

Exhibit A: Trademarks, trademark registrations and trademark applications with USPTO

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
1. AQUATIC GARDENS	74446228 10/12/93	1,941,996 12/19/95	11,16	Petco Animal Supplies, Inc.
2. AVIAN SELECT	74522280 05/09/94	1,910,822 08/08/95	21,28,31	Petco Animal Supplies, Inc.
3. BACKYARD SANCTUARY	78467457 08/13/04	3181627 12/5/06	31	Petco Animal Supplies, Inc.
4. BONE BUDDIES	74469150 12/13/93	2,004,654 10/01/96	18,31	Petco Animal Supplies, Inc.
5. BOW WOW BUY! (DESIGN MARK)	74489634 2/14/94	1908981 8/1/95	42	Petco Animal Supplies, Inc.
6. BOWLMATES	85731067 9/17/201 2		21, 24	Petco Animal Supplies Stores, Inc.
7. BUSTER CHARACTER DESIGN	85347168 6/15/201 1	4111314 3/13/12	35	Petco Animal Supplies Stores, Inc.
8. BUSTER	85592614 4/9/12			Petco Animal Supplies Stores, Inc.
9. 	74006754 12/01/89	1,607,957 7/31/90	3,5,31,42	Petco Animal Supplies, Inc.

<u>Mark</u>	<u>Serial No./</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>/</u> <u>Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
10. 	85634190 5/24/12		35	Petco Animal Supplies, Inc.
11. 	77335711 11/21/07	3854187 9/28/10	5,7,11,16,18,21,25,28,31,35,36,41,42	Petco Animal Supplies Stores, Inc.
12. DICKEN'S CLOSET	78157407 08/23/02	3,163,308 10/24/06	18	Petco Animal Supplies, Inc.
13. DICKEN'S CLOSET	77413511 2/26/08	3670279 8/18/09	18,20,21	Petco Animal Supplies Stores, Inc.
14. FINISHING TOUCH	74326884 10/30/92	1,884,615 03/21/95	8,21	Petco Animal Supplies, Inc.
15. FINISHING TOUCH	77406775 2/26/08	3742916 1/26/10	5,21,8,35,42,44,	Petco Animal Supplies Stores, Inc.
16. GOURMET TAILS	85067574 6/21/2010	4032480 9/27/2011	31	Petco Animal Supplies Stores, Inc.
17. HAMSTER BALL DERBY	85487502 12/5/2011		35,41	Petco Animal Supplies Stores, Inc.
18. HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD.	85117738 8/27/10	4179996 7/24/2012	42	Petco Animal Supplies Stores, Inc.
19. HEALTHY LIVING NATURALLY BY PETCO	77907675 1/8/10		5,18,21,28,31,35	Petco Animal Supplies Stores, Inc.

<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	75019419 11/14/95	2,155,254 05/05/98	31	Petco Animal Supplies, Inc.
21. HEALTHY SELECT	78257223 06/02/03	3187857 12/19/06	31	Petco Animal Supplies, Inc.
22. 	74650684 03/23/95	1,994,840 08/20/96	42	Petco Animal Supplies, Inc.
23. LEFT, RIGHT, CLICK	77954167 3/9/10	4080630 1/3/2012	18	Petco Animal Supplies Stores, Inc.
24. 	77954183 3/9/10	3975525 6/7/11	18	Petco Animal Supplies Stores, Inc.
25. MEET THE CRITTERS	85487477	4197488	35,41	Petco Animal

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
	12/5/201 1	8/28/201 2		Supplies Stores, Inc.
26. PAW PALS	74650683 03/23/95	1,954,958 02/06/96	28	Petco Animal Supplies, Inc.
27. PET GOLD	74608956 12/09/94	1,979,330 06/11/96	3,5,31	Petco Animal Supplies, Inc.
28. PET PEOPLE	76549974 9/22/03	2876909 8/24/04	35	Petco Animal Supplies Stores, Inc.
29. PETCO	77321861 11/05/07	3755215 3/2/10	5,7,11,16,18,21,25,28,31,35,3 6,41,42	Petco Animal Supplies Stores, Inc.
30. PETCO 360	85682758 7/20/12		35	Petco Animal Supplies Stores, Inc.
31. PETCO CERTIFIED NUTRITION	85298436 4/18/11	4079535 1/3/2012	35	Petco Animal Supplies Stores, Inc.
32. PETCO P.A.L.S.	75312559 06/20/97	2,172,931 07/14/98	35	Petco Animal Supplies, Inc.
33. PETCO UNLEASHED	85061124 6/11/10		35, 41	Petco Animal Supplies Stores, Inc.
34. PLANET PETCO	77907702 1/8/10	4150579 5/29/201 2	5,18,21,28	Petco Animal Supplies Stores, Inc.

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
	77954581 3/9/10	4258029 12/11/12	5,7,11,16,18,21,25,28,35,41	Petco Animal Supplies Stores, Inc.
36. POOCH HOTEL	77726674 5/1/2009	3849058 9/14/2010	43	Petco Animal Supplies Stores, Inc.
37. POUNCING PLAYLAND	85731046 9/17/2012		35	Petco Animal Supplies Stores, Inc.
38. QUICK-CAGE	78176127 10/18/02	3234116	21	Petco Animal Supplies, Inc.
39. REPTILE RALLY	85487455 12/5/2011	4231667 10/23/12	35,41	Petco Animal Supplies Stores, Inc.
40. RUFF TOYS	74325127 10/21/92	1,779,046 06/29/93	28	Petco Animal Supplies, Inc.
	74396980 05/28/93	1,883,597 03/14/95	18,21,28	Petco Animal Supplies, Inc.

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
42. SOMETHING TO WAG ABOUT	85732613 9/19/12		35	Petco Animal Supplies Stores, Inc.
43. SOMETHING NEW TO WAG ABOUT	85732585 9/19/201 2		35	Petco Animal Supplies Stores, Inc.
44. SUPREME NUTRITION	78243336 04/29/03	3,005,206 10/04/05	31	Petco Animal Supplies, Inc.
45. THE TREATERY	85731041 9/17/201 2		35	Petco Animal Supplies Stores, Inc.
46. THE TREATERY LOGO	85731626 9/18/201 2		35	Petco Animal Supplies Stores, Inc.
47. THINK ADOPTION FIRST	78416965 05/11/04	3112766 7/4/06	45	Petco Animal Supplies, Inc.
48. TOP DOG	78405952 04/21/04	3353242 12/11/07	35	Petco Animal Supplies, Inc.
49. TOY BUDDIES	74536698	1982944 6/25/96	28	Petco Animal Supplies, Inc.
50. TREATS FOR PETS YOU LOVE TO LOVE!	85731055 9/17/12		35	Petco Animal Supplies Stores, Inc.
51. UNLEASHED BY PETCO	77703072 3/31/09	4150479 5/29/201 2	35, 41	Petco Animal Supplies Stores, Inc.
52. VETCO	75083837	2,164,433	42	Petco Animal

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
	04/04/96	06/09/98		Supplies, Inc.
53. WHERE THE PETS GO	85298430 4/18/11	4059832 11/22/20 11	35	Petco Animal Supplies, Inc.
54. WHERE THE HEALTHY PETS GO	85298420 4/18/11	4059831 11/22/20 11	35	Petco Animal Supplies Stores, Inc.
55. WHOLEPET	85728307 9/13/12		41	Petco Animal Supplies Stores, Inc.
56. WHOLE PET	85728286 9/13/12		41	Petco Animal Supplies Stores, Inc.
57. WHOLE PETS	77470665 5/9/08	3808922 6/29/201 0	31 and 35	Petco Animal Supplies Stores, Inc.
58. WHOLE PETS	85294515 4/13/201 1		41	Petco Animal Supplies Stores, Inc.
59. WHOLEPETS	85869665 3/7/2013		41	Petco Animal Supplies Stores, Inc.