

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDIT SUISSE AG, AS RESIGNING COLLATERAL AGENT		09/30/2015	BANK: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Successor Collateral Agent		
<b>Street Address:</b>	270 PARK AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2164433	VETCO	
<b>Registration Number:</b>	1941996	AQUATIC GARDENS	
<b>Registration Number:</b>	1910822	AVIAN SELECT	
<b>Registration Number:</b>	3181627	BACKYARD SANCTUARY	
<b>Registration Number:</b>	2004654	BONE BUDDIES	
<b>Registration Number:</b>	2795985	BOTTOMLESS BOWL	
<b>Registration Number:</b>	2831842	COLLAPSI-BOWL	
<b>Registration Number:</b>	1607957		
<b>Registration Number:</b>	3854187		
<b>Registration Number:</b>	3163308	DICKENS' CLOSET	
<b>Registration Number:</b>	3670279	DICKENS' CLOSET	
<b>Registration Number:</b>	1884615	FINISHING TOUCH	
<b>Registration Number:</b>	3742916	FINISHING TOUCH	
<b>Registration Number:</b>	2416808	FRESH BREATH	
<b>Serial Number:</b>	77907687	GENERATION NATURAL PET	
<b>Serial Number:</b>	85117738	HEALTHIER PETS. HAPPIER PEOPLE. BETTER W	
<b>Serial Number:</b>	77907645	HEALTHY LIVING NATURALLY BY PETCO	
<b>Serial Number:</b>	77907675	HEALTHY LIVING NATURALLY, BY PETCO	

OP \$1090.00 2164433

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77907654	HEALTHY LIVING NATURALLY
Serial Number:	75019419	HEALTHY SELECT
Serial Number:	78257223	HEALTHY SELECT
Serial Number:	74650684	IPSD
Serial Number:	77954167	LEFT, RIGHT, CLICK
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.
Serial Number:	85061124	PETCO UNLEASHED
Serial Number:	77907702	PLANET PETCO
Serial Number:	77954581	PLANET PETCO
Serial Number:	78176127	QUICK-CAGE
Serial Number:	74325127	RUFF TOYS
Serial Number:	76227848	SHED-LESS
Serial Number:	74396980	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:	2037257	WHERE THE PETS GO
Serial Number:	77703072	UNLEASHED BY PETCO

**CORRESPONDENCE DATA**

**Fax Number:** 8668265420

*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.*

**Phone:** 301-638-0511

**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:** CRS1-40444

**NAME OF SUBMITTER:** Penelope J.A. Agodoa

**SIGNATURE:** /pja/

**DATE SIGNED:**

10/06/2015

**Total Attachments: 11**

source=40444#page1.tif  
source=40444#page2.tif  
source=40444#page3.tif  
source=40444#page4.tif  
source=40444#page5.tif  
source=40444#page6.tif  
source=40444#page7.tif  
source=40444#page8.tif  
source=40444#page9.tif  
source=40444#page10.tif  
source=40444#page11.tif

ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of September 30, 2015 (this "**Assignment**"), by CREDIT SUISSE, AG ("**Credit Suisse**"), as resigning collateral agent for the Secured Parties (as defined in the Security Agreement described below) (in such capacity, the "**Existing Agent**") and JPMORGAN CHASE BANK, N.A. ("**JPMCB**"), as successor collateral agent for the Secured Parties (in such capacity, the "**Successor Agent**").

A. Reference is made to 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 PETCO ANIMAL SUPPLIES, INC. (the "**Borrower**"), the subsidiaries of the Borrower party thereto and the Existing Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. Reference is made to the Trademark Security Agreement dated as of November 24, 2010 (the "**Trademark Security Agreement**"), among the Borrower, the subsidiaries of the Borrower party thereto (together with the Borrower, the "**Grantors**") and the Existing Agent, pursuant to which, among other things, each Grantor granted a security interest to the Existing Agent, for the benefit of certain secured parties named therein, in, among other things, certain registered trademarks of such Grantor listed in an attachment to the Trademark Security Agreement, which security interest was recorded on December 17, 2010 with the United States Patent & Trademark Office (the "**PTO**") at Reel 004435 and Frame 0470.

C. Pursuant to the Successor Agent Agreement dated as of September 30, 2015 (as amended, supplemented or otherwise modified from time to time, the "**Successor Agent Agreement**"), among JPMCB, Credit Suisse, the Borrower and the subsidiaries of the Borrower party thereto, Credit Suisse, as resigning collateral agent under the Term Loan Credit Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents (as defined in the Term Loan Credit Agreement), has assigned all its right, title and interest in and to the trademarks identified on Schedule I hereto (the "**Trademarks**") to JPMCB, as the Successor Agent. Until now, Credit Suisse has remained the secured party of record with the PTO.

SECTION 1. **Assignment.** Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent hereby confirms the assignment, pursuant to the Successor Agent Agreement, of all its right, title and interest in and to the Trademarks under the Security Agreement and the Trademark Security Agreement to the Successor Agent and the Successor Agent hereby confirms its acceptance of such assignment.

SECTION 2. *Miscellaneous.*

(a) This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by electronic submission shall be effective as delivery of a manually executed counterpart of this Assignment.

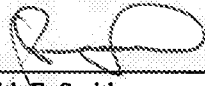
(b) THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


(c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

[The remainder of this page intentionally left blank]

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Existing Agent,

By   
Name: Judith E. Smith  
Title: Authorized Signatory

By   
Name: D. Andrew Maletta  
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A., as the Successor Agent,

By \_\_\_\_\_  
Name:  
Title:

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Existing Agent,

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A., as the Successor Agent,

By *Lauren Baker*  
Name: Lauren M. Baker  
Title: Vice President

[Signature Page to Assignment of Trademark Security Interest]

[[3955852]]

Schedule I

**United States Trademarks**

I. Trademarks

See attached Exhibit A.

II. Trademark Applications



See attached Exhibit A.

III. Trademark Licenses

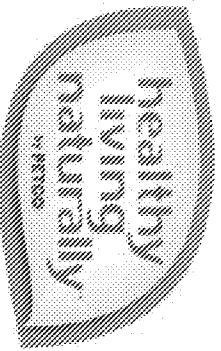
<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>
Vetco Hospitals, Inc.	PETCO Animal Supplies Stores, Inc.	"VETCO", a registered trademark of PETCO	2164433


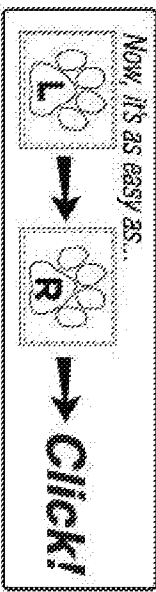


Trademarks, trademark registrations and trademark applications with USPTO

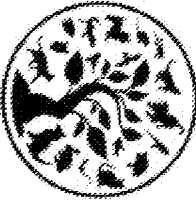

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
1. AQUATIC GARDENS	74446228 10/12/93	1941996 12/19/95	11,16	PASI – PETCO Animal Supplies, Inc.
2. AVIAN SELECT	74522280 05/09/94	1910822 08/08/95	21,28,31	PASSI – PETCO Animal Supplies Stores, Inc.
3. 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

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
9. DICKEN'S CLOSET	78157407 08/23/02	3163308 10/24/06	18	PASI - PETCO Animal Supplies, Inc.
10. DICKEN'S CLOSET	77413511 03/05/08	3670279 08/18/09	18	PASSI Animal Supplies Stores, Inc.
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
	77907645 01/08/10		5,18,21,28,31,35	PASSI
16. 17. HEALTHY LIVING NATURALLY, BY PETCO	77907675 01/08/10		5,18,21,28,31,35	PASSI



<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
18. HEALTHY LIVING NATURALLY	77907654 01/08/10		5,18,21,28,31,35	PASSI PASI – PETCO Animal Supplies, Inc.
19. HEALTHY SELECT	75019419 11/14/95	2155254 05/05/98	31	PASI
20. HEALTHY SELECT	78257223 06/02/03	3187857 12/19/06	31	PASI
21.  IP PS D	74650684 03/23/95	1994840 08/20/96	42	PASI
22. LEFT, RIGHT, CLICK	77954167 03/09/10		18	PASSI
23. 	77954167 03/09/10		18	PASSI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
24. PAW PALS	74650683 03/23/95	1954958 02/06/96	28	PASI – PETCO Animal Supplies, Inc.
25. PETCARE	76205646 02/06/01	2840705 05/11/04	36	PASSI – PETCO Animal Supplies Stores, Inc.
26. PET GOLD	74608956 12/09/94	1979330 06/11/96	3,5,31	PASI
27. PETCO	74157241 04/15/91	1695073 06/16/92	42	PASI
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

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
<p>33.  <b>PLANET PETCO</b></p>	77954581 03/09/10		5,7,11,16,18,21,25,28,35,41	PASSI PASI – PETCO Animal Supplies, Inc. PASI – PETCO Animal Supplies Stores, Inc.
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
37. 	74396980 05/28/93	1883597 03/14/95	18,21,28	PASI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Date</u>	<u>Class(es)</u>	<u>Owner</u>
38. SUPREME NUTRITION	78243336 04/29/03	3005206 10/04/05	31	PASI – PETCO Animal Supplies, Inc.
39. THINK ADOPTION FIRST	78416965 05/11/04	3112766 07/04/06	45	PASSI – PETCO Animal Supplies Stores, Inc.
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