

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371520

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900351918

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN BANK, N.A., AS COLLATERAL AGENT		01/26/2016	BANK: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	PETCO ANIMAL SUPPLIES, INC.
<b>Street Address:</b>	10850 VIA FRONTERA
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92127
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	PETCO ANIMAL SUPPLIES STORES, INC.
<b>Street Address:</b>	10850 Via Frontera
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92127
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
<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

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	2416808	FRESH BREATH
Serial Number:	77907687	GENERATION NATURAL PET
Serial Number:	85117738	HEALTHIER PETS. HAPPIER PEOPLE. BETTER W
Serial Number:	77907645	HEALTHY LIVING NATURALLY BY PETCO
Serial Number:	77907675	HEALTHY LIVING NATURALLY, BY PETCO
Serial Number:	77907654	HEALTHY LIVING NATURALLY
Registration Number:	2155254	HEALTHY SELECT
Registration Number:	3187857	HEALTHY SELECT
Registration Number:	1994840	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
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:	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: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

**TRADEMARK**

**REEL: 005720 FRAME: 0869**

**Address Line 2:** Attn: Penelope J.A. Agodoa  
**Address Line 4:** Waldorf, MARYLAND 20602

**ATTORNEY DOCKET NUMBER:** CRS1-40856

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

**SIGNATURE:** /pja/

**DATE SIGNED:** 02/02/2016

**Total Attachments: 9**

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RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 26, 2016 (this "**Release**"), by JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "**Collateral Agent**") in favor of PETCO ANIMAL SUPPLIES, INC. (the "**Borrower**") and PETCO ANIMAL SUPPLIES STORES (together with the Borrower, the "**Grantors**", and each, a "**Grantor**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Trademark Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Pledge and Security Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among the Borrower, the Subsidiary Parties (as defined therein) and the Collateral Agent, (ii) the Term Loan Credit Agreement dated as of November 24, 2010 (as modified by the Successor Agent Agreement dated as of September 30, 2015, and as further amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto, the administrative agent and the Collateral Agent, (iii) the Trademark Security Agreement dated as of November 24, 2010 (the "**Trademark Security Agreement**"), among the Borrower, the Grantors and Credit Suisse AG (the "**Former Agent**") and (iv) the Assignment of Trademark Security Interest dated as of September 30, 2015 (the "**Trademark Security Assignment**"), among the Former Agent and the Collateral Agent.

B. Pursuant to the Trademark Security Agreement, the Grantors granted to the Former Agent, 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 then owned or at any time thereafter acquired by the Grantors or in which the Grantors then had or at any time in the future may have acquired any right, title or interest: (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 then or thereafter 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 (collectively, the "**Trademark Collateral**"). Pursuant to the Trademark Security Assignment, the Former Agent assigned to the Collateral Agent all its right, title and interest in and to the Trademark Collateral under the Trademark Security Agreement. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 17, 2010 at Reel 004435 Frame 0470 and the Trademark Security Assignment was recorded with the United States Patent and Trademark Office on October 6, 2015 at Reel 005638 Frame 0815.

C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests in connection therewith, the Grantors have informed the Collateral Agent of their desire to obtain

the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral and the security interest granted therein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interest in the Trademark Collateral and reassigns to each Grantor all right, title and interest it may have in the Trademark Collateral. This Release is made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent.

By   
Name: Lauren Baker  
Title: Vice President

{Signature Page to Release of Security Interest in Trademarks}

{0978317}

**TRADEMARK**  
**REEL: 005720 FRAME: 0873**

SCHEDULE I

**United States Trademarks**

I. Trademarks

See attached Exhibit A.



II. Trademark Applications

See attached Exhibit A.

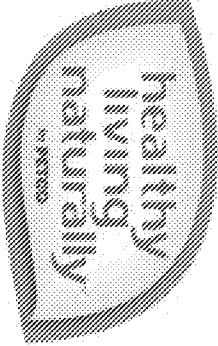
III. Trademark Licenses


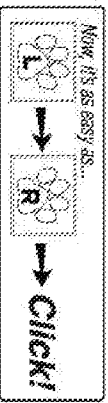
<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>
Vetco Hospitals, Inc.	PETCO Animal Supplies Stores, Inc.	"VETCO", a registered trademark of PETCO	2164433

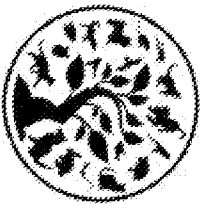
Trademarks, trademark registrations and trademark applications with USPTO


<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. PASI – PETCO Animal Supplies Stores, Inc.
2. AVIAN SELECT	74522280 05/09/94	1910822 08/08/95	21,28,31	PASI
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	PASSI - PETCO Animal Supplies, Inc.
11. FINISHING TOUCH	74326884 10/30/92	1884615 03/21/95	8,21	PASSI - PETCO Animal Supplies Stores, Inc.
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	PASSI
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	PASSI

<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. PASI – PETCO Animal Supplies Stores, Inc.
21. 	74650684 03/23/95	1994840 08/20/96	42	PASI
22. LEFT, RIGHT, CLICK 	77954167 03/09/10		18	PASSI
23. PAW PALS	74650683 03/23/95	1954958 02/06/96	28	PASI
24. PETCARE	76205646 02/06/01	2840705 05/11/04	36	PASI
25. PET GOLD	74608956 12/09/94	1979330 06/11/96	3,5,31	PASI
26. PETCO	74157241 04/15/91	1695073 06/16/92	42	PASI
27. PETCO	77321861 11/05/07	3755215 03/02/10	5,7,11,16,18,21,25,28,31,35,3 6,41	PASSI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>	
28. PETCO DOGGIE DAY CAMP	78487976 09/22/04	3134084 08/22/06	43	PASI – PETCO Animal Supplies, Inc.	
29. PETCO P.A.L.S.	75312559 06/20/97	2172931 07/14/98	35	PASSI – PETCO Animal Supplies Stores, Inc.	
30. PETCO UNLEASHED	85061124 6/11/10		35, 41	PASSI	
31. PLANET PETCO	77907702 01/08/10		5,7,11,16,18,21,25,28,35,41	PASSI	
	77954581 03/09/10		5,7,11,16,18,21,25,28,35,41	PASSI	
	32. PLANET PETCO				
	33. QUICK-CAGE	78176127 10/18/02	3234116 04/24/07	21	PASI
	34. RUFF TOYS	74325127 10/21/92	1779046 06/29/93	28	PASI
	35. 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>
36. 	74396980 05/28/93	1883597 03/14/95	18,21,28	PASI – PETCO Animal Supplies, Inc. PASI – PETCO Animal Supplies Stores, Inc. PASI
37. SUPREME NUTRITION	78243336 04/29/03	3005206 10/04/05	31	PASI
38. THINK ADOPTION FIRST	78416965 05/11/04	3112766 07/04/06	45	PASI
39. TOP DOG	78405952 04/21/04	3353242 12/11/07	35	PASI
40. TOY BUDDIES	74536698 06/13/94	1982944 06/25/96	28	PASI
41. VETCO	75083837 04/04/96	2164433 06/09/98	42	PASI
42. WHERE THE PETS GO	75083836 04/04/96	2037257 02/11/97	42	PASI
43. UNLEASHED BY PETCO	77703072 03/31/09		35,41	PASSI