



100948747

TO THE HONORABLE COMMISSIONER OF I
thereof.

d the attached original documents or copy

1. Name of conveying party(ies): (If multiple assignors, list numerically)

2. Name and address of receiving party(ies):

Pet Supply Warehouse L.P.

Name: Petco Animal Supplies, Inc.

Internal Address:

Street Address: 9125 Rehco Road

City: San Diego

State: CA

ZIP: 92121

- Individual
- Association
- General Partnership
- Limited Partnership - California
- Corporation - State
- Other:

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: California
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

Yes No

3. Nature of conveyance:

4. Application number(s) or registration number(s):

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

a. Trademark Application No(s):

b. Trademark Registration No(s):

2,141,854

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)
February 1, 1997

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

7. Total fee (37 CFR 3.41): \$40.00

Name: Jeffrey L. Van Hoosear
KNOBBE, MARTENS, OLSON & BEAR, LLP

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 11-1410

6. Total number of applications and registrations involved: 1

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Jeffrey L. Van Hoosear
Name of Person Signing

Signature

January 18, 1999
Date

Total number of pages, including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

01/26/1999 BMBUYEN 00000193 2141854

01 FC:481

40.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

PETCO\DSS-3270:smn\010799

KNOBBE, MARTENS, OLSON & BEAR, LLP
620 NEWPORT CENTER DR 16TH FLOOR NEWPORT BEACH, CA 92660
(949) 760-0404 FAX (949) 760-9502

TRADEMARK
REEL: 1844 FRAME: 0435

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the first day of February, 1997, by and between Pet Supply Warehouse L.P., a California limited partnership having a place of business at 9191 Towne Centre Drive, Suite 275, San Diego, California 92122-1228 (hereinafter referred to as "ASSIGNOR"), and Petco Animal Supplies, Inc., a Delaware corporation having a place of business at 9125 Rehco Road, San Diego, California 92121 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Registration(s) set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), Registration(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Pet Supply Warehouse, L.P.
a California limited partnership

By: _____

Name: Stu Wolman

Title: Secretary

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: PET SUPPLY WAREHOUSE COME SNIFF ARROUND! and Design

SCHEDULE B

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
PET SUPPLY WAREHOUSE COME SNIFF ARROUND! and Design	2,141,854	March 10, 1998	42

CAB-6923.cb
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