

TRADEMARKS ONLY



TRADEMARKS ONLY

MRD  
7-19-99

101098536

Trademarks  
copy thereof.

1. Name of Party(ies) conveying an interest:

Petco Animal Supplies, Inc.  
9125 Rehco Rd.  
San Diego, California 92121

Entity:

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other

3. Interest Conveyed:

- Assignment       Change of Name  
 Security Agreement       Merger  
 Other

Execution Date - July 15, 1999

2. Name and Address of Party(ies) receiving an interest:

Name: Union Bank of California, N.A.  
  
 Address: 6920 Sunset Boulevard  
 Hollywood, California 90028

Entity:

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

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

- Yes  
 No

(The attached document must not be an assignment)



4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s)  
See Attachment, Schedule B

B. Trademark Registration No.(s)  
See Attachment, Schedule B

5. Please mail documents back to:

Paul W. Kruse  
Pillsbury Madison & Sutro LLP  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 92

7. Amount of fee enclosed: \$ 2315.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 05550 /0000002.  
C#      M#

07/21/1999 DNGUYEN 00000246 75392901

DO NOT USE THIS SPACE

01 FC:481      40.00 OP  
02 FC:482      2275.00 OP

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	60
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Attorney: Paul W. Kruse  
 Date: July 19, 1999  
 Atty/Sec: STB/PWK.teh

Tel: (202) 861-3613  
 Fax: (202) 822-0944

**Schedule of Domestic Trademarks**  
As of 07-02-99

<b>Federal or State</b>	<b>Mark</b>	<b>Classes</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Disposition of Mark</b>
Federal	AIRSOFT	18	11-19-97	Serial No. 75-392,901	N/A	<i>Pending</i> -Intent to use application was not renewed due to non-use 06-23-99; registrant therefore intends to abandon this mark.
Federal	AQUA LOGICS	7, 11	04-28-94	2,100,442	09-23-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 09-23-07
Federal	AQUATIC GARDENS	11,16	10-21-93	1,941,996	12-19-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-01-01
Federal	AVIAN SELECT	31	05-09-94	1,910,822	08-08-95	<b>Registered- Supplemental Register</b> ; Renewal for Section 8 and 15 Affidavit due on 08-08-01
Federal	BED BUDDIES	42	06-13-94	2,110,947	11-04-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-04-02
Federal	BONE BUDDIES	18, 31	12-13-93	2,004,654	10-01-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-01-01
Federal	BONE BUDDIES – Design	18, 31	12-13-93	1,988,869	07-23-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 07-23-01

**Schedule of Domestic Trademarks  
As of 07-02-99**

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Federal	BREAK - THROUGH PRICING and Design	42	01-27-94	1,881,004	02-28-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 02-28-01
Federal	BUSY BONES	28	01-03-95	1,941,080	12-12-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-12-05
Federal	BUSY BONES and Design	28	01-03-94	1,882,346	03-07-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-07-05
Federal	CLAW PALS	28	10-07-98	Serial No. 75-566,626	N/A	<i>Allowed- Statement of Use due by 10-07-99.</i>
Federal	CLEAN SWEEP	31	08-17-95	2,077,985	07-08-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 07-08-07
Federal	COME SNIFF ARROUND	42	09-13-93	1,839,771	06-14-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 06-14-00
Federal	COME SNIFF ARROUND Design (no words)	42	08-05-93	1,838,279	05-31-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 05-31-00
Federal	DERMA SHEEN	5	06-05-95	1,965,795	04-02-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 04-02-02

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<b>Federal or State</b>	<b>Mark</b>	<b>Classes</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Disposition of Mark</b>
Federal	Design - Pet Supply Warehouse Running Dog	42	05-05-94	1,924,852	10-03-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-03-01
Federal	Design - Pet Supply Warehouse-Dog and Cat house	42	08-05-93	1,838,279	05-31-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 05-31-99
Federal	Design - Dog and Cat with Ears Down	3,5,31,42	12-01-89	1,607,957	07-31-90	<b>Registered</b> ; Renewal of Section 8 and 15 Affidavit sent to USPTO on 07-31-96
Federal	Design - Dog and Cat with Ears Up	42	04-27-87	1,488,868	05-17-88	<b>Registered</b> ; Section 8 and 15 Affidavit accepted by USPTO on 10-10-95; renewal due 05-17-08
Federal	EVERYTHING YOUR PET COULD ASK FOR	42	12-28-89	1,616,235	10-02-90	<b>Registered</b> ; Section 8 and 15 Affidavit accepted by USPTO on 12-10-96; renewal due 10-02-00
Federal	FETCHIN' FUN and Design	28	01-03-94	1,885,089	03-21-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-21-05
Federal	FINISHING TOUCH	8, 21	10-30-92	1,884,615	03-21-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-21-01

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Federal	FLUFFY'S LITTER	31	05-11-95	2,020,285	12-03-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-03-01
Federal	FLUFFY'S - stylized letters	31	05-11-95	1,971,319	04-30-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-30-01
Federal	FLUFFY'S	31	04-11-95	1,971,337	04-30-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-30-01
Federal	FOUNDER'S BLEND and Design	31	06-13-94	2,142,957	03-10-98	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-10-03
Federal	FOUR ON THE FLOOR	18, 21, 28	02-04-99	Serial No. 75-634,991	N/A	<i>Pending</i> - Application pending USPTO review and approval
Federal	FRESH BREATH	28	09-30-98	Serial No. 75-562,019	N/A	<i>Pending</i> - Application initially rejected by the USPTO as descriptive. We have appealed to show the product has a secondary meaning which would allow it to be registered. Currently waiting for response.
Federal	GLASS HOUSES	16	06-04-99	N/A	N/A	<i>Pending</i> - Application pending USPTO review and approval
Federal	HAPPY FISH 15 DAY GUARANTEE and Design	42	09-09-92	1,815,221	01-04-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 01-04-00

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Federal	HEALTHY SELECT	31	11-14-95	2,155,254	05-05-98	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 05-05-03
Federal	IPSD and Design	42	03-23-95	1,994,840	08-20-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-20-02
Federal	JUST FOR PETS SUPERSTORE	42	06-18-90	1,663,844	11-05-91	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-05-07
Federal	KITTY CITY	35	03-12-97	2,121,884	12-16-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-16-03
Federal	KRITTERZ	11,16,20, 21, 31	09-08-97	Serial No. 75-353, 602	N/A	<i>Pending</i> - Application pending USPTO review and approval.
Federal	LIL' BUDDIES	18,28,31	05-11-95	Serial No. 74-672,346	N/A	<i>Allowed</i> - Statement of Use due by 12-10-99.
Federal	MANE MAGIC	3	06-05-95	1,965,796	04-02-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 04-02-02
Federal	MARTY'S MUNCHABLES	31	05-23-94	1,949,639	11-11-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 01-16-06
Federal	MASTERS PREMIUM DIET	42	12-13-93	2,112,566	11-11-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-11-02

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Federal	MEWSMENTS	28	04-28-94	1,949,610	01-16-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 01-16-06
Federal	Miscellaneous Design of a Face of a Dog (from PetCare)	42	01-03-94	1,862,628	11-15-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-15-04
Federal	NO-BONES GUARANTEE LOWEST PRICE HIGHEST QUALITY and Design	42	07-16-92	1,760,487	03-23-93	<b>Registered</b> ; however, registrant intends to abandon Mark due to non-use.
Federal	NORTHERN BACKYARD	31	06-24-94	2,010,621	10-22-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-22-01
Federal	ODOR-PLEX	5	06-05-95	1,964,307	03-26-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-26-02
Federal	OOPSIE POOPSIE	8	11-19-96	2,087,901	08-12-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-12-03
Federal	OOPSIE POOPSIE and Design	8	11-19-96	2,091,465	08-26-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-26-03

**Schedule of Domestic Trademarks  
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Federal	PAW PALS	28	03-23-95	1,954,958	02-06-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 02-06-02
Federal	PET CARE and Design	42	11-16-89	1,637,200	03-05-91	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-05-01
Federal	THE PETCARE COMPANY and Design (dalmatians)	42	11-22-91	1,744,933	01-05-93	<b>Registered</b> ; Section 8 and 15 Affidavit was filed on 01-04-99. Waiting for response from USPTO.
Federal	PETCARE SUPERSTORE	42	05-04-94	1,918,526	09-12-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 09-12-05
Federal	PETCARE SUPERSTORE and Design	42	10-07-92	1,818,602	01-25-94	<b>Register</b> ; Renewal for Section 8 and 15 Affidavit due 01-25-04
Federal	PET FOOD WAREHOUSE and Design	42	12-13-93	1,913,916	08-22-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-22-00
Federal	PET FOOD WAREHOUSE and Design - Black Background	42	12-13-93	1,910,569	08-08-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-22-00



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<b>Federal or State</b>	<b>Mark</b>	<b>Classes</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Disposition of Mark</b>
Federal	PET FOOD WAREHOUSE and Design - Black Background - Alternate	42	12-13-93	1,910,570	08-08-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-22-00
Federal	Three Animal Design in shopping cart	42	12-13-93	1,908,965	08-01-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-22-01
Federal	PET GOLD	3,5,31	12-09-94	1,979,330	06-11-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 06-11-02
Federal	PET MAGIC	3,5	06-08-95	2,016,513	11-12-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-12-02
Federal	PET NOSH	31	04-07-97	2,233,063	03-16-99	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-16-04
Federal	PET SENSE	3,5	06-05-95	2,013,300	11-05-96	<i>Pending</i> -Application pending USPTO review and approval. Knobbe, Marten et al. is following up with trademark office for status.

**Schedule of Domestic Trademarks  
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<b>Federal or State</b>	<b>Mark</b>	<b>Classes</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Disposition of Mark</b>
Federal	PET SUPPLY DEPOT	42	10-22-93	1,860,141	10-22-93	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-25-00
Federal	PET SUPPLY DEPOT and Design (Dog pushing shopping cart)	42	11-05-90	1,705,571	08-04-92	<b>Registered</b> ; Filed Section 8 and 15 Affidavit on 01-14-98. Affidavit is currently under prosecution at the USPTO.
Federal	PET SUPPLY DEPOT and Design (Running Dog)	42	05-05-94	1,926,728	10-10-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-10-01
Federal	PET SUPPLY DEPOT BIRTHDAY CLUB	42	08-31-94	2,110,977	11-04-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 11-04-03
Federal	PET SUPPLY WAREHOUSE COME SNIFF ARROUND! and Design	42	05-02-96	2,141,854	03-10-98	<b>Registered</b> ; Section 8 and 15 Affidavit due 03-10-03
Federal	PETCO	42	04-15-91	1,695,073	06-16-92	<b>Registered</b> ; Section 8 and 15 Affidavit accepted on 06-11-99. Mark is uncontestable.

**Schedule of Domestic Trademarks  
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Federal	PETCO P.A.L.S.	35	06-20-97	2,172,931	07-14-98	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 07-14-03
Federal	PFW	42	04-29-91	1,745,329	01-05-93	<b>Registered</b> ; however, registrant intends to abandon the Mark due to non-use.
Federal	POLLY PALS	21,28	08-15-97	Serial No. 75-341,624	N/A	<i>Pending</i> -Application was originally rejected as it was "confusing similar" to Polly's Pleasures. Our attorneys are responding to the office action in hopes of an appeal.
Federal	PRECOCIOUS PETS	28	06-04-99	N/A	N/A	<i>Pending</i> - Application pending USPTO review and approval. No serial number has yet to be issued.
Federal	PREMIUM HEALTH	31	08-02-93	1,874,804	01-17-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 01-17-01
Federal	PREMIUM MASTERS DIET and Design	31	12-13-93	2,086,151	08-05-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 08-05-03
Federal	PROFESSOR PET	42	03-05-96	2,075,299	07-01-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 07-01-02

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Federal	PROFILE	7,11,16	07-28-97	2,189,311	09-15-98	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 09-16-04
Federal	PROFILE and Design	7,11,16	07-29-97	2,230,150	03-09-99	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-11-04
Federal	PRO-TECT	5	10-31-95	2,122,139	12-16-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-16-03
Federal	PSD and Design (Dog pushing shopping cart)	42	12-20-93	1,868,765	12-20-94	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 12-20-00
Federal	PUFF TOYS	28	12-17-92	1,859,326	10-18-94	<b>Registered-Supplemental Register</b> ; Renewal for Section 8 and 15 Affidavit due 10-18-00
Federal	REVERE	3,5,40	04-10-95	2,033,352	01-28-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 01-28-03
Federal	RUFF TOYS	28	10-21-92	1,779,046	06-29-93	<b>Registered</b> ; Section 8 and 15 Affidavit filed on 11-24-98. Waiting for final order from USPTO.
Federal	RUFF TOYS MIGHTY MARBLE and Design	28	06-08-94	1,902,871	07-04-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 07-04-01

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Federal	SMALL ANIMAL KINGDOM and Design	18,21,28	05-28-93	1,883,597	03-14-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 03-14-01
Federal	SUPER BOWL	21	05-13-94	1,984,774	07-02-96	<b>Registered-Supplemental Register</b> ; Renewal for Section 8 and 15 Affidavit due 07-02-02
Federal	TAGALONGS	6,9,18	04-05-94	1,967,687	04-16-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 04-16-02
Federal	THE NEWSPETTER	16	09-08-92	1,797,778	10-12-93	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 10-12-99; However, registrant presently intends to abandon the Mark due to non-use.
Federal	TOY BUDDIES	22,23,38,50	06-13-94	1,982,944	06-25-96	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 06-25-01
Federal	VETCO	42	04-04-96	2,164,433	06-09-98	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 06-09-03
Federal	WE KNOW PETS, PETS KNOW US	42	06-13-94	1,890,346	04-18-95	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 04-18-00
Federal	WELLPET	42	03-07-85	1,362,667	09-24-85	<b>Registered</b> ; Section 8 and 15 Affidavits have been completed. Renewal due 12-01-07.

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Federal	WELLPET and Design	18,31	08-21-86	1,462,801	10-27-87	<b>Registered</b> ; Renewal of Section 8 and 15 Affidavit sent to USPTO on 10-27-93; acceptance not yet received; renewal due 10-27-07
Federal	WELLPET and Design	42	06-19-86	1,467,695	12-01-87	<b>Registered</b> ; Section 8 and 15 Affidavit accepted by USPTO on 10-10-95; renewal due 12-01-07
Federal	WHERE THE PETS GO	42	04-04-96	2,037,257	02-11-97	<b>Registered</b> ; Renewal for Section 8 and 15 Affidavit due 02-11-03
Federal	YOUR PET'S SECOND BEST FRIEND	42	10-06-88	1,549,616	07-25-89	<b>Registered</b> ; Renewal of Section 8 and 15 Affidavit sent to USPTO on 07-29-94; acceptance not yet received; renewal due 07-25-09

## SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 15, 1999, is made by PETCO ANIMAL SUPPLIES, INC., a Delaware corporation (the "Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A. ("UBOC"), as Agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, the "Lenders"), for the benefit of the Secured Party (as defined herein).

### RECITALS

A. The Agent and the Lenders have entered into an Amended and Restated Credit Agreement dated as of July 15, 1999 (said Agreement, as it may hereafter be amended, modified, restated or supplemented from time to time, being called the "Credit Agreement") with the Grantor.

B. It is a condition precedent to the extension of credit by the Lenders under the Credit Agreement that the Grantor shall have executed and delivered this Agreement.

C. Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein, and the rules of interpretation set forth in Article 1 of the Credit Agreement are incorporated herein by reference.

### AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of California (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings assigned to those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Securities or any Pledged Limited Liability Company Interests.

"Collateral" means and includes all present and future right, title and interest of the Grantor in or to any personal property or assets whatsoever, whether now owned or existing or hereafter arising or acquired and wheresoever located, and all rights and powers of the Grantor to transfer any interest in or to any personal property or assets whatsoever, including, without limitation, any and all of the following personal property:

(a) All present and future accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights and rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to the Grantor or in which the Grantor may have any interest, however created or arising;

(b) All present and future general intangibles (including, without limitation, goodwill and going concern value), all tax refunds of every kind and nature to which the Grantor now or hereafter may become entitled, however arising, all other refunds, all commitments to extend financing to the Grantor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information and insurance proceeds, including, without limitation, the Copyrights, the Patents and the Marks, and the goodwill of the Grantor's business connected with and symbolized by the Marks;

(c) All present and future demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "Deposit Accounts") in which the Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization and all money, cash and cash equivalents of the Grantor, whether or not deposited in any Deposit Account;

(d) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, without limitation, all equipment, machinery, cameras, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of the Grantor's business, including, but not limited to, all goods as defined in Section 9-109(2) of the Uniform Commercial Code (collectively, the "Equipment");



(f) All present and future inventory and merchandise, including, without limitation, all pet food, pet supplies, birds, fish, animals and other live pets, present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory");

(g) All present and future stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscription rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment property including, without limitation, the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests, and all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto;

(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other tangible and intangible personal property of the Grantor;

(j) All rights, remedies, powers and/or privileges of the Grantor with respect to any of the foregoing; and

(k) Any and all proceeds and products of the foregoing, including, without limitation, all money, accounts, general intangibles, deposit accounts, documents, instruments, chattel paper, goods, insurance proceeds and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding the foregoing, with respect to Collateral consisting of contracts, contract rights, agreements, guarantees, leases, licenses and permits, to the extent that and so long as the Grantor's interest in such Collateral is created pursuant to an arrangement with an unrelated third-party, and under applicable law (including Section 9-318 of the UCC) and the writing creating such interest, the Grantor's rights and interest therein are not assignable by the Grantor (and such third-party's consent to such assignment has not been obtained), then the assignment, pledge and grant of security interest purported to be effected by this Section does not cover such

property, unless applicable law permits the taking of a security interest therein without consent of such third-party.

"Copyrights" means all:

(a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the "Copyright Act"), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, without limitation, copyrights for computer programs, source code and object code data bases and related materials and documentation and including, without limitation, the registered copyrights and copyright applications listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantor's rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, the copyright license agreements listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), and the right to use the foregoing in connection with the enforcement of the Lenders' rights under the Loan Documents; and

(c) copyrightable materials now or hereafter owned by the Grantor, including, without limitation, all tangible property embodying the copyrights described in clause (i) hereof or such copyrightable materials, and all tangible property covered by the licenses described in clause (ii) hereof.

"Limited Liability Company Acknowledgement" shall have the meaning ascribed to it in Section 4(b) of this Agreement.

"Limited Liability Company Assets" means all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all limited liability company capital and interests in other limited liability companies), at any time owned or represented by any Limited Liability Company Interests.

"Limited Liability Company Interests" means the entire limited liability company interest at any time owned by the Grantor in any Pledged Entity.

"Limited Liability Company Notice" shall have the meaning ascribed to it in Section 4(b) of this Agreement.

"Marks" means all (i) trademarks, trademark registrations, interests under trademark license agreements, tradenames, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers for which registrations have been issued or applied for in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world including, without limitation, the trademarks, trademark registrations, applications, service marks, business names, trade styles, design logos and other source or business identifiers listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark whether the Grantor is a licensor or licensee including, without limitation, the licenses listed on Schedule B attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by the Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including, without limitation, all documents that reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and (ix) renewals and proceeds of any of the foregoing.

"Patents" means all (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule B attached hereto (as such

Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether the Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Pledged Collateral" means the Certificates, the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests.

"Pledged Entity" means each limited liability company set forth in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), together with any other limited liability company in which the Grantor may have an interest at any time.

"Pledged Limited Liability Company Interests" means all interests in any Pledged Entities held by the Grantor, including, but not limited to, those Limited Liability Company Interests identified in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) including, but not limited to, (i) all the capital thereof and the Grantor's interest in all profits, losses, Limited Liability Company Assets and other distributions in respect thereof; (ii) all other payments due or to become due to the Grantor in respect of such Limited Liability Company Interests; (iii) all of the Grantor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any in respect of such Limited Liability Company Interests; (iv) all of the Grantor's rights to exercise and enforce every right, power, remedy, authority, option and privilege relating to such Limited Liability Company Interests; and (v) all other property hereafter delivered in substitution for or in addition to any of the foregoing and all certificates and instruments representing or evidencing such other property received, receivable or otherwise distributed in respect of or in exchange for any or all thereof.

"Pledged Partnership Interests" means all interests in any partnership or joint venture held by the Grantor including, but not limited to, those partnerships and/or joint ventures identified in Schedule A attached hereto and made a part hereof (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such interests.

"Pledged Securities" means all shares of capital stock of any issuer in which the Grantor has an interest (except for such lesser amount of shares as permitted by the Credit Agreement with respect to Foreign Subsidiaries), including, but not limited to, those shares of stock identified in Schedule A attached hereto (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement) and all dividends, cash, instruments and other properties from time to time received, to be received or otherwise distributed in respect of or in exchange for any or all of such shares.

"Secured Party" means, collectively, the Agent, the Lenders and any Lender (or any of its Affiliates) in its capacity as a counterparty to any Hedge Agreement with the Grantor.

2. Creation of Security Interest. The Grantor hereby assigns and pledges to the Agent for the ratable benefit of the Secured Party, and grants to the Agent for the ratable benefit of the Secured Party, a security interest in and to, all right, title and interest of the Grantor in and to all presently existing and hereafter acquired Collateral.

3. Security for Obligations. This Agreement and the pledges made and security interests granted herein secure the prompt payment, in full in cash, and full performance of, all obligations of the Grantor now or hereafter existing under any Loan Document, whether for principal, interest, fees, expenses or otherwise, including, without limitation, all obligations of the Grantor now or hereafter existing under this Agreement, all interest that accrues (whether or not allowed) at the then applicable rate (including interest at the rate for overdue payments described in Section 2.9 of the Credit Agreement) specified in the Credit Agreement on all or any part of any of such obligations after the filing of any petition or pleading against the Grantor for a proceeding under any bankruptcy or related law, and all obligations of the Grantor to any Lender (or any of its Affiliates) under any Hedge Agreement (collectively, the "Obligations").

4. Delivery of Pledged Collateral.

(a) Each Certificate shall, on (i) the Closing Date (with respect to Certificates existing on such date) and (ii) as soon as reasonably practicable after the day on which such Certificate shall be received or acquired by the Grantor (with respect to Certificates received or acquired after the Closing Date), be delivered to and held by the Agent on behalf of the Lenders and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated endorsements, instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Agent.

(b) With respect to each Limited Liability Company Interest, on (i) the Closing Date (with respect to Limited

Liability Company Interests existing on such date) and (ii) the day on which any Limited Liability Company Interest shall be acquired by the Grantor (with respect to Limited Liability Company Interests acquired after the Closing Date), a notice in the form set forth in Schedule F attached hereto (the "Limited Liability Company Notice") shall be appropriately completed and delivered to each Pledged Entity, notifying each Pledged Entity of the existence of this Agreement, a certified copy of this Agreement shall be delivered by the Grantor to the relevant Pledged Entity, and the Grantor shall have received and delivered to the Agent a copy of such Limited Liability Company Notice, along with an acknowledgment in the form set forth in Schedule F attached hereto (the "Limited Liability Company Acknowledgment"), duly executed by the relevant Pledged Entity.

(c) The Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, without notice to the Grantor, to transfer to or to direct the Grantor or any nominee of the Grantor to register or cause to be registered in the name of the Agent or any of its nominees any or all of the Pledged Securities or Pledged Limited Liability Company Interests. In addition, the Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Securities or Pledged Limited Liability Company Interests for certificates or instruments of smaller or larger denominations.

#### 5. Further Assurances.

(a) At any time and from time to time at the reasonable written request of the Agent, the Grantor shall execute and deliver to the Agent, at the Grantor's expense, all such financing statements and other instruments, certificates and documents (including, without limitation, notices to financial institutions holding deposit accounts of the Grantor as to the security interest granted hereby) in form and substance reasonably satisfactory to the Agent, and perform all such other acts as shall be necessary or reasonably desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Secured Party's security interests granted pursuant to this Agreement or to enable the Lenders to exercise and enforce their rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor shall: (i) at the request of the Agent, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that such document, contract, chattel paper, instrument or Collateral is subject to the security interest granted hereby; (ii) at the request of the Agent, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument, deliver and pledge to the Agent, for the

ratable benefit of the Lenders, such note or other instrument duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Agent; (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; (iv) upon the Grantor's registration, or application therefor, of any copyright under the Copyright Act, at the Agent's request execute and deliver to the Agent for recordation and filing in the United States Copyright Office a copy of this Agreement or another appropriate copyright mortgage document in form and substance reasonably satisfactory to the Agent; and (v) upon the Grantor's registration, or application therefor, of any Patent or Mark, execute and deliver to the Agent for recordation and filing in the United States Patent and Trademark Office a copy of this Agreement or another appropriate patent or trademark mortgage document, as applicable, in form and substance reasonably satisfactory to the Agent.

(b) At any time and from time to time, the Agent shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Agent may reasonably deem appropriate to perfect and to maintain perfected the security interests granted herein.

(c) The Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) The Grantor shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request. Upon the Grantor's publication or registration, or application for registration, of any copyright under the Copyright Act, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect the publication or registration of such copyright or application therefor. Upon the Grantor's filing of any registration or application for registration for any additional Marks, the Grantor shall deliver simultaneously with the making of such filing a copy of such filing to the Agent, and the Agent is hereby authorized by the

Grantor to supplement Schedule B attached hereto to reflect such additional Marks. Upon the Grantor's obtaining any rights and interests in any Patents, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule B attached hereto to reflect such Patents. Upon the Grantor's receipt or acquisition of any additional shares of capital stock of any Person or any additional partnership interests in any partnership or joint venture, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral. Upon the Grantor's receipt or acquisition of any additional Limited Liability Company Interest, the Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Schedule A attached hereto to reflect such additional Pledged Collateral and, to the extent such Limited Liability Company Interest is certificated, deliver to the Agent the certificates therefor, accompanied by such instruments of transfer as are acceptable to the Agent.

(e) With respect to any Collateral consisting of certificates of title or the like as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, notation on the certificate of title pertaining to such Collateral, the Grantor will, upon demand of the Agent, note the lien (or cause such notation by any Governmental Person) on such certificate of title in favor of the Lenders.

(f) The Grantor hereby consents and agrees that, upon the occurrence and during the continuance of an Event of Default, the issuers of, or obligors on, any Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of the Agent to effect any transfer or exercise any right hereunder or with respect to any such Collateral subject to the terms hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

6. Voting Rights; Dividends; etc. So long as no Event of Default shall have occurred and be continuing:

(a) Voting Rights. The Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests (including, but not limited to, all voting, consent, administration, management and other rights and remedies under any partnership agreement or any limited liability company agreement or otherwise with respect to the Pledged Securities,



the Pledged Partnership Interests or the Pledged Limited Liability Company Interests), or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that the Grantor shall not exercise any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Subject to the terms of the Credit Agreement, the Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Pledged Securities, the Pledged Partnership Interests or the Pledged Limited Liability Company Interests; provided, however, that any and all

(i) non-cash dividends or distributions in the form of capital stock, certificated limited liability company interests, instruments or other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

(ii) dividends and other distributions paid or payable in cash in respect of any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and

(iii) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Securities, Pledged Partnership Interests or Pledged Limited Liability Company Interests,

(A) in the case of (i) above, shall forthwith be delivered to the Agent to be held as Collateral and (B) in the case of (ii) and (iii) above, that portion of Net Proceeds set forth in Section 2.18 of the Credit Agreement for asset dispositions shall forthwith be delivered to the Agent to be applied to the Obligations in accordance with the Credit Agreement; and, in the case of both (A) and (B), if received by the Grantor, shall be received in trust for the benefit of Secured Party, be segregated from the other property of the Grantor and forthwith be delivered to the Agent as Collateral in the same form as so received (with any necessary endorsements in the case of (A) above).

7. Rights as to Pledged Collateral During Event of Default. When an Event of Default has occurred and is continuing:

(a) Voting, Dividend and Distribution Rights. At the option of the Agent, all rights of the Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a) above, and to

receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(b) above, shall cease, and all such rights shall thereupon become vested in the Agent who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such dividends and distributions during the continuance of such Event of Default.

(b) Dividends and Distributions Held in Trust. All dividends and other distributions which are received by the Grantor contrary to the provisions of Section 7(a) of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of the Grantor and forthwith shall be paid over to the Agent as Collateral in the same form as so received (with any necessary endorsements).

(c) Registration. Determination by the Agent to exercise its right to sell pursuant to Section 16 hereof any or all of the Pledged Securities without registering the Pledged Securities under the Securities Act of 1933 shall not, by the sole fact of such sale, be deemed to be commercially unreasonable.

8. Irrevocable Proxy. The Grantor hereby revokes all previous proxies with regard to the Pledged Securities and the Pledged Limited Liability Company Interests and appoints the Agent as its proxyholder and attorney-in-fact to (i) attend and vote at any and all meetings of the shareholders of the corporation(s) which issued the Pledged Securities (whether or not transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy and to execute any and all written consents, waivers and ratifications of shareholders of such corporation(s) executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if the Grantor had personally attended the meetings or had personally voted its shares or had personally signed the written consents, waivers or ratification, and (ii) to attend and vote at any and all meetings of the members of the Pledged Entities (whether or not such Pledged Limited Liability Company Interests are transferred into the name of the Agent), and any adjournments thereof, held on or after the date of the giving of this proxy and to execute any and all written consents, waivers and ratifications of the Pledged Entities executed on or after the date of the giving of this proxy and prior to the termination of this proxy with the same effect as if the Grantor had personally attended the meetings or had personally voted on its Limited Liability Company Interests or had personally signed the consents, waivers or ratifications; provided, however, that the Agent as proxyholder shall have rights hereunder only upon the occurrence and during the continuance of an Event of Default. The Grantor hereby authorizes the Agent to substitute another Person (which Person shall be a successor to the rights of the Agent

hereunder, a nominee appointed by the Agent to serve as proxyholder, or otherwise as approved by the Grantor in writing, such approval not to be unreasonably withheld) as the proxyholder and, upon the occurrence or during the continuance of any Event of Default, hereby authorizes and directs the proxyholder to file this proxy and the substitution instrument with the secretary of the appropriate corporation. This proxy is coupled with an interest and is irrevocable until such time as no part of any Commitment remains outstanding and all Obligations have been indefeasibly paid in full and no Letter of Credit remains outstanding.

9. Copyrights.

(a) Royalties. The Grantor hereby agrees that the use by the Agent or any Lender of the Copyrights as authorized hereunder in connection with the Agent's or the Lenders' exercise of their rights and remedies hereunder shall be without any liability for royalties or other related charges from the Agent or the Lenders to the Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, the Grantor shall be permitted to manage, license and administer its Copyrights in such manner as the Grantor in its reasonable business judgment deems desirable; provided, however, that the Grantor will not, without the Agent's prior written consent, (i) abandon any Copyrights in which the Grantor now owns or hereafter acquires any rights or interests if such abandonment would reasonably be expected to have a Material Adverse Effect, (ii) enter into any material license agreements with a Person other than a Guarantor or (iii) fail to take any action, or permit any others (including without limitation licensees) to fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as the Grantor.

(c) Duties of Grantors. The Grantor shall have the duty to: (i) prosecute diligently any copyright application included in the Copyrights, (ii) make application for registration of such uncopyrighted but copyrightable material owned by the Grantor as the Agent reasonably deems appropriate, (iii) except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect, place notices of copyright on all copyrightable property produced or owned by the Grantor embodying the Copyrights and use best efforts to have its licensees do the same, (iv) except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect, file and prosecute opposition and cancellation proceedings, and (v) take all reasonable action necessary to preserve and maintain all of the Grantor's rights in the Copyrights that are or shall be necessary in the operation of the Grantor's business, including, without limitation, making timely filings for renewals and extensions of registered Copyrights and diligently monitoring unauthorized use

thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall give proper statutory notice in connection with its use of each such Copyright to the extent necessary for the protection of each of Copyright. The Grantor shall notify the Agent of any suits it commences to enforce any Copyright and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits. Neither the Agent nor the Lenders shall have any duty with respect to the Copyrights other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Copyrights against any other parties, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the account of the Grantor and shall be added to the Obligations.

10. Patents and Marks.

(a) Royalties. The Grantor hereby agrees that any rights granted hereunder to the Agent or any Lender with respect to Patents and Marks shall be applicable to all territories in which the Grantor has the right to use such Patents and Marks, from time to time, and without any liability for royalties or other related charges from the Agent or the Lenders to the Grantor.

(b) Restrictions on Future Agreements. Subject to the terms hereof and of the Credit Agreement, the Grantor shall be permitted to manage, license and administer its Patents and Marks in such manner as the Grantor in its reasonable business judgment deems desirable; provided, however, that the Grantor will not, without the Agent's prior written consent, (i) abandon any Patent or Mark in which the Grantor now owns or hereafter acquires any rights or interests if such abandonment would reasonably be expected to have a Material Adverse Effect, (ii) enter into any material license agreements with a Person other than a Guarantor or (iii) fail to take any action, or permit any others (including without limitation licensees) to fail to take any action, which would customarily be taken by a Person in the same business and in similar circumstances as the Grantor.

(c) Duties of Grantor. The Grantor shall have the duty to: (i) prosecute diligently any patent application or trademark application included in the Patents or Marks, (ii) make application on unpatented but patentable inventions owned by the Grantor and on unregistered Marks, as the case may be, as the Agent reasonably deems appropriate, (iii) except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect, file and prosecute opposition and cancellation proceedings and (iv) take all reasonable action necessary to preserve and maintain all rights in the Patents and

in the Marks that are or shall be necessary in the operation of the Grantor's business, including, without limitation, making timely filings for renewals and extensions of any Patents and Marks and diligently monitoring unauthorized use thereof. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall give proper statutory notice in connection with its use of each such Mark to the extent necessary for the protection of each of the Marks. The Grantor shall notify the Agent of any suits it commences to enforce any Patents and Marks and shall provide the Agent with copies of any documents reasonably requested by the Agent relating to such suits. Neither the Agent nor the Lenders shall have any duty with respect to the Patents and Marks other than to act lawfully and without gross negligence or willful misconduct. Without limiting the generality of the foregoing, neither the Agent nor the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Patents and Marks against any other parties, but the Agent may do so at its option upon the occurrence and during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the account of the Grantor and shall be added to the Obligations.

11. Grantor's Representations and Warranties. The Grantor represents and warrants as follows:

(a) (i) The locations listed on Schedule C attached hereto and made a part hereof constitute all locations at which Inventory and/or Equipment are located; (ii) the chief executive office of the Grantor, where the Grantor keeps its records concerning the Collateral and the chattel paper evidencing the Collateral, is located at the address set forth for the Grantor on Schedule D attached hereto and made a part hereof; (iii) all records and other writings concerning any Account and all originals of all material contracts are located at the addresses listed on Schedule D attached hereto; (iv) the Grantor has exclusive possession and control of the Equipment and the Inventory; and (v) each trade name or other fictitious name under which the Grantor conducts business, or has conducted business in the 12-month period preceding the Closing Date, is set forth on Schedule E attached hereto.

(b) The Grantor is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Sections 4.4(iv) or 6.22 of the Credit Agreement. The Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement. The pledge of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral. Upon the filing of appropriate financing statements in the filing offices set forth on Schedule E attached hereto, the recordation of appropriate documentation with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, the

giving of a Limited Liability Company Notice to the Pledged Entities and the delivery to the Agent of the Certificates, as the case may be, the Secured Parties will have a first-priority (except for any Liens or security interests permitted under Sections 4.4(iv) or 6.22 of the Credit Agreement which have priority by operation of law) perfected security interest in the Collateral to the extent a security interest in such Collateral can be perfected by such filings, recordations, the giving of such notice and the delivery of such Certificates.

(c) The Pledged Securities and the Pledged Limited Liability Company Interests have been duly authorized and validly issued and are fully paid and nonassessable.

(d) No consent of any Person, including, without limitation, any partner in a partnership with respect to which the Grantor has pledged its interest as a Pledged Partnership Interest or any member in a Pledged Entity, is required for the pledge by the Grantor of the Collateral.

(e) The Pledged Securities described on Schedule A attached hereto constitute (i) all of the shares of capital stock of any Person owned by the Grantor (except for such lesser amount of shares as permitted by the Credit Agreement with respect to Foreign Subsidiaries) and (ii) that percentage of the issued and outstanding shares of the respective issuers thereof indicated on Schedule A attached hereto, and there is no other class of shares issued and outstanding of the respective issuers thereof except as set forth on Schedule A attached hereto. The Pledged Partnership Interests described on Schedule A attached hereto constitute all of the partnerships or joint ventures in which the Grantor has an interest, and the Grantor's respective percentage interest in each such partnership or joint venture is as set forth on such Schedule A attached hereto. The Pledged Limited Liability Company Interests described on Schedule A attached hereto constitute all of the Limited Liability Company Interests of the Grantor and the Grantor's respective percentage interest in each such Pledged Entity is as set forth on Schedule A attached hereto.

(f) No authorization, approval or other action by, and no notice to or filing with, any Governmental Person (other than such authorizations, approvals and other actions as have already been taken and are in full force and effect) is required (A) for the pledge of the Collateral or the grant of the security interest in the Collateral by the Grantor hereby or for the execution, delivery or performance of this Agreement by the Grantor, or (B) for the exercise by the Agent of the voting rights in the Pledged Securities, the Pledged Partnership Interests and the Pledged Limited Liability Company Interests or of any other rights or remedies in respect of the Collateral hereunder except as may be required in connection with any disposition of Collateral consisting of securities by laws affecting the offering and sale of securities generally.

(g) As of the Closing Date, the Grantor does not now own, is not a licensee of, or has not applied for any Patents. As of the Closing Date, the Grantor does not now own, is not a licensee of, or has not applied for any Copyrights. As of the Closing Date, the Grantor is not a licensee of any federally-registered Marks. The Marks described on Schedule B attached hereto constitute all federally-registered Marks, and all pending applications therefor, owned by the Grantor.

12. Grantor's Covenants. In addition to the other covenants and agreements set forth herein and in the other Loan Documents, the Grantor covenants and agrees as follows:

(a) The Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral owned by it, except those with respect to which the amount or validity is being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Grantor.

(b) The Collateral will not be used in violation of any material Governmental Rule applicable to the Grantor owning it, nor used in any way that will void or impair any insurance required to be carried in connection therewith.

(c) The Grantor will keep the Collateral in reasonably good repair, working order and operating condition (normal wear and tear excluded), and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered customary practice by owners of like property.

(d) The Grantor will take all reasonable steps to preserve and protect the Collateral.

(e) The Grantor will maintain all insurance coverage required pursuant to the Loan Documents.

(f) The Grantor will promptly notify the Agent in writing in the event of any damage to the Collateral from any source whatsoever unless such damage could not reasonably be expected to result in a Material Adverse Effect.

(g) The Grantor will not (i) establish any location of Inventory or Equipment not listed on Schedule C attached hereto, (ii) move its principal place of business, chief executive offices or any other office listed on Schedule D attached hereto or (iii) adopt, use or conduct business under any trade name or other corporate or fictitious name not disclosed on Schedule E attached hereto, except upon not less than 30 days' prior notice to the Agent and the Grantor's prior compliance with all applicable requirements of Section 5 hereof necessary to perfect the Lender's security interest hereunder.

(h) The Grantor shall not withdraw as a member of any Pledged Entity, or file or pursue or take any action which may, directly or indirectly, cause a dissolution or liquidation of or with respect to any Pledged Entity or seek a partition of any property of any Pledged Entity.

13. Agent's Rights Regarding Collateral. At any time and from time to time, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder (but the Agent shall not be obligated to) if a Default has occurred and is continuing, at the expense of the Grantor, perform any obligation of the Grantor under this Agreement. At any time and from time to time after an Event of Default has occurred and is continuing, at the expense of the Grantor, the Agent (for the benefit of Secured Party) may, to the extent necessary or desirable to protect the security hereunder, but the Agent shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Agent for the benefit of Secured Party; (ii) at any time and from time to time request from obligors on the Collateral, in the name of the Grantor or in the name of each Secured Party, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to which the Grantor is party to direct their performance to the Agent or the Lenders. The Grantor shall keep proper books and records and accounts in which full, true and correct entries in conformity with GAAP and all material Governmental Rules shall be made of all material dealings and transactions pertaining to the Collateral. The Agent shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of the Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral or to make or give any presentments for payment, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Obligations. Neither the Agent nor the Lenders shall be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of the Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein shall constitute an assumption by the Lenders of any obligations of the Grantor under the contracts assigned hereunder unless the Agent shall have given written notice to the counterparty to such assigned contract of the Lenders' intention to assume such contract. The Grantor shall continue to be liable for performance of its obligations under such contracts.



Nothing contained herein shall be construed to make the Agent or any Lender liable as a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantor has pledged its interest in Pledged Securities, a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, and the Agent or any Lenders by virtue of this Agreement or otherwise (except as referred to in the following sentence) shall not have any of the duties, obligations or liabilities of a stockholder of any corporation, member of any Pledged Entity or partner in such partnership. The parties hereto expressly agree that, unless the Agent shall become the absolute owner of Pledged Securities or a Pledged Limited Liability Company Interest or Pledged Partnership Interest pursuant hereto, this Agreement shall not be construed as creating a partnership or joint venture among the Agent, any Lender, any such corporation, any Pledged Entity and/or the Grantor. Except as provided in the immediately preceding sentence, the Agent, by accepting this Agreement, does not intend to become a stockholder of any corporation, member of any Pledged Entity or partner in any partnership with respect to which the Grantor has pledged its interest in Pledged Securities, a Pledged Limited Liability Company Interest or a Pledged Partnership Interest, or otherwise be deemed to be a co-venturer with respect to the Grantor or any such corporation, Pledged Entity or partner in any such partnership, either before or after an Event of Default shall have occurred.

14. Collections on the Collateral. Except as provided to the contrary in the Credit Agreement, the Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of the Agent, the Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including, without limitation, all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by the Grantor in trust for Secured Party and immediately delivered in kind to the Agent (duly endorsed to the Agent, if required), to be applied to the Obligations or held as Collateral, as the Agent shall elect. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Agent or the Lenders or in the name of the Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and the Grantor hereby authorizes the Agent to affix, by facsimile signature or otherwise, the general or special endorsement of the Grantor, in such manner as the Agent shall deem advisable, to any such instrument in the event the

same has been delivered to or obtained by the Agent without appropriate endorsement, and the Agent and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the Grantor, to the same extent as though it were manually executed by the duly authorized representative of the Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and the Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

15. Possession of Collateral by Agent. All the Collateral now, heretofore or hereafter delivered to the Agent shall be held by the Agent in its possession, custody and control. Any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall, prior to the occurrence of any Event of Default, be held in an interest-bearing account with one or more of the Lenders, and shall be, upon request of the Grantor, invested in investments permitted by Section 6.24 of the Credit Agreement. Nothing herein shall obligate Agent to obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Agent's possession, custody or control, the Agent may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any obligations of the Grantor with respect thereto, or otherwise, and, subject to the terms of Section 11.1 of the Credit Agreement, any or all of the Collateral delivered to the Agent constituting cash or cash equivalents shall be applied by the Agent to payment of the Obligations to the extent permitted by the terms of the Credit Agreement or otherwise held as Collateral as the Agent shall elect. The Agent may at any time deliver or redeliver the Collateral or any part thereof to the Grantor, and the receipt of any of the same by the Grantor shall be complete and full acquittance for the Collateral so delivered, and the Agent thereafter shall be discharged from any liability or responsibility arising after such delivery to the Grantor. So long as the Agent exercises reasonable care with respect to any Collateral in its possession, custody or control, neither the Agent nor the Lenders shall have any liability for any loss of or damage to any Collateral, and in no event shall the Agent or the Lenders have liability for any diminution in value of Collateral occasioned by economic or market conditions or events, absent the gross negligence or willful misconduct of the Agent or any of the Lenders. The Agent shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Agent is accorded treatment substantially equal to that which the Agent accords similar property for its own account, it being understood that neither the Agent nor the Lenders shall have any responsibility for (i) ascertaining or taking action

with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any Lender has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

16. Remedies.

(a) Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall be in default hereunder and the Agent for the benefit of the Secured Party shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Agent on behalf of Secured Party may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, and in addition the following rights and remedies, all of which may be exercised with or without further notice to the Grantor except such notice as may be specifically required by applicable law: (i) to foreclose the Liens and security interests created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to notify obligors on the Collateral that the Collateral has been assigned to the Agent for the benefit of Secured Party and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Agent for the account of Secured Party; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Agent may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Agent reasonably deems appropriate and is commercially reasonable; (vii) to settle, compromise or release, on terms acceptable to the Agent, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Agent for the benefit of Secured Party or in the name of the Grantor; (ix) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in

the name of the Grantor, any and all steps, actions, suits or proceedings deemed necessary or reasonably desirable by the Agent to effect collection of or to realize upon the Collateral, including, without limitation, any judicial or nonjudicial foreclosure thereof or thereon, and the Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Lenders which may release any obligor from personal liability on any of the Collateral, and any money or other property received by the Agent in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Agent or the Grantor may be applied by the Agent, without notice to the Grantor, to the Obligations in such order and manner as the Agent in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the Loan Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Agent may, at the cost and expense of the Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Agent shall be deemed to have a rent-free tenancy of any premises of the Grantor for such purposes and for such periods of time as reasonably required by the Agent. The Grantor will, at the Agent's request, assemble the Collateral and make it available to the Agent at places which the Agent may designate, whether at the premises of the Grantor or elsewhere, and will make available to the Agent, free of cost, all premises, equipment and facilities of the Grantor for the purpose of the Agent's taking possession of the Collateral or storing the same or removing or putting the Collateral in salable form or selling or disposing of the same.

(b) Possession by Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and the Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. The taking possession of the Collateral by the Agent shall not cure or waive any Event of Default or notice thereof

or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

(c) Sale of Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of Agent, or at the Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. The Agent may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and the Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Agent or any Person acting on the Agent's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Agent and the Lenders hereunder, the Grantor hereby grants to the Agent and the Lenders a license or other right to use, without charge, the Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including, without limitation, the Copyrights, the Patents and the Marks in advertising for sale and selling any Collateral.

(d) Notice of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to the Grantor at its address set forth on the signature page hereto or delivered or otherwise sent to the Grantor, at least ten (10) Business Days before the date of the sale. The Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Agent may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

(e) Private Sales. With respect to any Collateral consisting of securities, partnership interests, membership interests, joint venture interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable

laws, the Agent may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as the Agent may deem necessary or advisable in order that the sale may be lawfully conducted in a commercially reasonable manner. Without limiting the foregoing, the Agent may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, the Grantor agrees to the extent permitted by applicable law that if such Collateral is sold for a price which is commercially reasonable, then (A) the Grantor shall not be entitled to a credit against the Obligations in an amount in excess of the purchase price, and (B) the Lenders shall not incur any liability or responsibility to the Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. The Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by the Agent of any such Collateral for an amount less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(f) Title of Purchasers. Upon consummation of any sale of Collateral hereunder, the Agent on behalf of Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Grantor or any other Person claiming through the Grantor, and the Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Agent shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Agent, and any Collateral so sold may be retained by the Agent until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Disposition of Proceeds of Sale.

(i) The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, first, to the reasonable costs and

expenses (including, without limitation, reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting and liquidating the Collateral, and the like; second, to the satisfaction of all Obligations; and third, any surplus remaining after the satisfaction of all Obligations, provided no Commitment exists and no Letter of Credit remains outstanding, to be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(ii) For purposes of applying amounts in accordance with this subsection, the Agent shall be entitled to rely upon any Secured Party that has entered into a Hedge Agreement with the Grantor for a determination (which such Secured Party agrees to provide or cause to be provided upon the request of the Agent) of the outstanding Obligations owed to such Secured Party under any such Hedge Agreement. Unless it has actual knowledge (including by way of written notice from any such Secured Party) to the contrary, the Agent, in acting hereunder, shall be entitled to assume that no Hedge Agreements or Obligations in respect thereof are in existence between any Secured Party and the Grantor.

(h) Certain Waivers. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Agent and the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of the Agent or the Lenders.

(i) Remedies Cumulative. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

17. Agent Appointed Attorney-in-Fact. To the full extent permitted by applicable law, the Grantor hereby irrevocably appoints the Agent as the Grantor's attorney-in-fact, effective upon and during continuance of an Event of Default, with full authority in the place and stead of the Grantor, and in the name of the Grantor, or otherwise, from time to time, in the Agent's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which the Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in the Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Agent; (e) to grant or issue an exclusive or nonexclusive license under the Copyrights, the Patents or the Marks to anyone

upon foreclosure by the Agent; (f) to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, the Patents or the Marks to anyone upon foreclosure by the Agent; and (g) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Lenders with respect to any of the Copyrights, the Patents and the Marks; provided, however, that the Agent shall be under no obligation whatsoever to take any of the foregoing actions, and neither the Agent nor the Lenders shall have any liability or responsibility for any act or omission (other than the Agent's or the Lenders' own gross negligence or willful misconduct) taken with respect thereto.

18. Costs and Expenses. The Grantor agrees to pay to the Agent all reasonable costs and out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Agent in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All reasonable advances, charges, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid by the Agent in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Obligation of the Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Obligations and shall be due and payable to the Agent by the Grantor on demand therefor.

19. Transfers and Other Liens. The Grantor agrees that, except as specifically permitted under the Credit Agreement or any other Loan Document, it will not (i) sell, assign, exchange, transfer or otherwise dispose of, or contract to sell, assign, exchange, transfer or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens in favor of the Agent for the benefit of the Lenders. To the extent any Collateral permitted to be sold or otherwise disposed of is sold or disposed of, such sale or disposition shall be for fair value.

20. Understandings With Respect to Waivers and Consents. The Grantor warrants and agrees that each of the waivers and consents set forth herein are made with full knowledge of their significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which the Grantor otherwise may have against Secured Party or others, or against any Collateral. If any of the waivers or consents herein are determined to be unenforceable under applicable law, such waivers and consents shall be effective to the maximum extent permitted by law.



21. Indemnity. The Grantor agrees to indemnify the Agent and the Lenders from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's or the Lenders' gross negligence or willful misconduct.

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom (other than supplements to the Schedules hereto in accordance with the terms of this Agreement) shall in any event be effective unless the same shall be in writing and made in accordance with Section 8.4 of the Credit Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Notices. All notices and other communications provided for hereunder shall be given in the manner set forth in Section 13.1 of the Credit Agreement, and if to either the Grantor or the Agent, to the appropriate address set forth in Section 13.1 of the Credit Agreement.

24. Continuing Security Interest; Transfer of Notes; Termination. (a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until indefeasible payment in full in cash of the Obligations and the termination or expiration of the Commitments and the Letters of Credit, (ii) be binding upon the Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Lenders hereunder, to the benefit of the Agent, any successor Agent and the Lenders, subject to the terms and conditions of the Credit Agreement. Subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans, Commitments, participations in Letters of Credit or any rights in Collateral held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent or Lender herein or otherwise. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any other Loan Document or any Collateral. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor, provided that, except as otherwise permitted under the Credit Agreement or any other Loan Document, none of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Lenders.

25. Release of Grantor. (a) This Agreement and all obligations of the Grantor hereunder and all security interests granted hereby shall be released and terminated when all Obligations have been indefeasibly paid in full in cash and when

all Commitments and all Letters of Credit have expired or have otherwise been terminated. Upon such release and termination of all Obligations and such expiration or termination of all Commitments and all Letters of Credit and the security interest hereunder, all rights in and to the Collateral pledged or assigned by the Grantor hereunder shall automatically revert to the Grantor, and the Agent and the Lenders shall return any Pledged Collateral in their possession to the Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to the Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the interests of Secured Party arising under this Agreement, all as reasonably requested by, and at the sole expense of, the Grantor.

(b) The Agent agrees that if an asset disposition permitted under the Credit Agreement occurs, the Agent shall release the Collateral that is the subject of such asset disposition to the Grantor free and clear of the Lien and security interest under this Agreement, provided that so long as any Obligations remain outstanding under the Credit Agreement or any Commitment or Letter of Credit remains outstanding, the Agent shall have no obligation to make such release until arrangements reasonably satisfactory to it have been made for delivery to it of any Net Proceeds of any asset disposition required to be used to prepay the Loans pursuant to Section 2.18 of the Credit Agreement.

**26. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS), EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.**

27. Covenant Not to Issue Uncertificated Securities. The Grantor represents and warrants to the Lenders that all of the Pledged Securities are in certificated form (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that it will not permit any issuer of Pledged Securities to issue any securities in uncertificated form or seek to convert all or any part of any Pledged Securities into uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code).

28. Covenant Not to Dilute Interests of Secured Party in Securities. The Grantor represents, warrants and covenants to Secured Party that it will (i) not at any time cause or permit any issuer of Pledged Securities to issue any additional capital stock or any warrant options or other rights to acquire any additional capital stock, other than to the Grantor or as

otherwise permitted under the Credit Agreement and (ii) pledge to the Agent in accordance with the terms hereof, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of the Pledged Securities.

29. Pledged Limited Liability Company Interests/Covenant Not to Dilute. The Grantor represents, warrants and covenants to Secured Party that all of the Pledged Limited Liability Company Interests are in uncertificated form (as contemplated by Article 8 of the Uniform Commercial Code), and covenants to the Lenders that it will (i) not at any time cause or permit any Pledged Entity to issue any additional membership interests or any other rights or options to acquire any additional limited liability company interests, other than to the Grantor or as otherwise permitted under the Credit Agreement, and (ii) pledge to the Agent in accordance with the terms hereof, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Limited Liability Company Interests of each Pledged Entity.

30. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

31. Copies of Certificates, Etc. Whenever the Grantor is required to deliver notices, certificates, opinions, statements or other information hereunder to the Agent for delivery to any Lender, it shall do so in such number of copies as the Agent shall reasonably specify.

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

GRANTOR

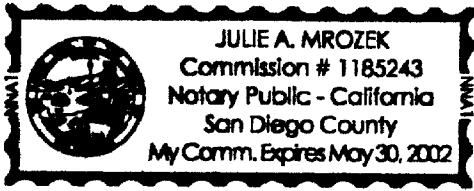
PETCO ANIMAL SUPPLIES, INC.

By: James M. Myers  
Name: JAMES M MYERS  
Title: SENIOR VICE PRESIDENT CFO

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Diego ) ss.

On July 14, 1999, before  
me, Julie A. Mrozek,  
a Notary Public in and for the State of California, personally  
appeared James M. Myers, personally known  
to me (or proved to me on the basis of satisfactory evidence) to  
be the person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same in his  
authorized capacity and that, by his signature on the  
instrument, the entities upon behalf of which he acted, executed  
the instrument.

WITNESS my hand and official seal.



Julie A. Mrozek  
Notary Public in and for California

(Notarial Seal)

PLEGGED COLLATERAL

Petco Animal Supplies, Inc.

**1. Pledged Shares**

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage Interest in Issuer</u>	<u>Other Classes of Shares</u>
International Pet Supplies and Distribution, Inc. a California corporation	1	100	100.0%	None
Pet Nosh Consolidated Co., Inc. a New York corporation	4	100	100.0%	None
Petco Southwest, Inc. a California corporation	1	100	100.0%	None
Pet Concepts International a California corporation	1	100	100.0%	None
PM Management Incorporated a California corporation	1	100	100.0%	None
17187 Yukon Inc. a Yukon Territory (Canada) corporation. (17187 Yukon is a wholly owned subsidiary of Grantor but a lesser amount of shares is being pledged pursuant to the Credit Agreement)	A-2	99	64.7%	None

**2. Pledged Partnership Interests**

<u>Name of Partnership</u>	<u>Percentage Interest in Partnership</u>
Petco Southwest, L.P. a California limited partnership	1.0%

**3. Pledged Limited Liability Company Interests**

<u>Name of Limited Liability Company</u>	<u>Percentage Membership Interest</u>
None	None

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Petco Animal Supplies, Inc.

Attached to this Schedule B for Petco Animal Supplies, Inc., a Delaware corporation (herein "Petco" and "Grantor" under the foregoing Security Agreement by and between Grantor and Union Bank of California, N.A., as Agent for the Lenders, as such capitalized terms are defined in said Security Agreement), are detailed schedules reflecting the Marks, as defined in the Security Agreement, which have been registered by Petco with the United States Patent and Trademark Office.

Effective as of November 29, 1998, Petco, on its internal books and records, and in connection with the organization of its wholly-owned subsidiary, Pet Concepts International, a California corporation (herein "PCI"), transferred and assigned to PCI all of the Marks then in existence which are set forth on the listings attached to this Schedule B. Petco and PCI are presently in the process of preparing the requisite documentation to effect the recordation of these transfers and assignments on the records of the United States Patent and Trademark Office, which transfers and assignments shall be subject to the security interest(s) in favor of Agent, as created pursuant to the foregoing Security Agreement.

**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

Store	Location	Address	City	State	Zip
856	HNTV-UNI/PC	6140 UNIVERSITY DRIVE	HUNTSVILLE	AL	35806
857	HNTV-WHTSBRG/PC	5000 WHITESBURG DRIVE	HUNTSVILLE	AL	35802
483	FT SMITH	7603 ROGERS AVENUE	FORT SMITH	AR	72901
854	JONESBORO/PC	1211 S. CARAWAY ROAD	JONESBORO	AR	72401
859	FAYETTEVILLE/PC	4132 N. COLLEGE AVENUE	FAYETTEVILLE	AR	72703
567	CAVE CREEK/PA	2320 E. BELL	PHOENIX	AZ	85022
568	GLNDL-AZ/PA	16880 N. 59TH AVENUE	PHOENIX	AZ	85306
570	MESA/PA	2027 E. UNIVERSITY	MESA	AZ	85203
571	E-TUCSON/PA	7810 E. WRIGHTSTOWN ROAD	TUCSON	AZ	85715
574	TCSN-BRDWY	5405 BROADWAY BLVD	TUCSON	AZ	85711
575	PHX-CENTRAL	4535 EAST THOMAS ROAD	PHOENIX	AZ	85018
590	SCOTTSDALE	10320 N. SCOTTSDALE ROAD	SCOTTSDALE	AZ	85253
591	PHX-METRO	2784 W. PEORIA AVE	PHOENIX	AZ	85029
597	PHX-AHWATUKEE	5011 EAST RAY ROAD	PHOENIX	AZ	85044
915	TEMPE	1835 EAST GUADALUPE #112	TEMPE	AZ	85283
916	FIESTA MALL	1540 WEST SOUTHERN	MESA	AZ	85202
921	PRESCOTT	1931 E. HWY 69	PRESCOTT	AZ	86301
101	LA MESA	8693 LA MESA BLVD.	LA MESA	CA	91941
103	CHULA VISTA	11 4TH AVENUE	CHULA VISTA	CA	91910
107	COSTA-BRISTOL	3033 BRISTOL	COSTA MESA	CA	92626
108	HNGTN-GOLDEN	15041 GOLDEN WEST	HUNTINGTON BEACH	CA	92647
112	ENCINITAS	208 N. EL CAMINO REAL	ENCINITAS	CA	92024
124	SAN JUAN CAPISTRANO	32391 CAMINO CAPISTRANO #A	SAN JUAN CPSTRNO	CA	92675
129	LB-BELLFLOWER	2304 BELLFLOWER BLVD	LONG BEACH	CA	90815
132	NORTHRIDGE	19401 PARTHENIA ST. #6-A	NORTHRIDGE	CA	91324
143	S'DINO-REDLANDS	164 W. REDLANDS BLVD.#B	SAN BERNARDINO	CA	92408
148	S'DINO-HIGHLAND	1643 E. HIGHLAND AVE. #A	SAN BERNARDINO	CA	92404
150	SAN CLEMENTE	415 AVENIDA PICO	SAN CLEMENTE	CA	92672
152	PACIFIC BEACH	1945 GARNET AVENUE	SAN DIEGO	CA	92109
157	ORG-CHAPMAN	3340 CHAPMAN AVE. E.	ORANGE	CA	92869
159	RCHO CA	27576 YNEZ ROAD, STE#H-3	TEMECULA	CA	92591
161	FOOTHILL SQUARE	101 E. FOOTHILL BLVD. #5	POMONA	CA	91767
162	DOWNEY	7840 FIRESTONE BLVD. #103	DOWNEY	CA	90241
166	PALMDALE	2553 E. PALMDALE BLVD. STE. A	PALMDALE	CA	93550
167	STUDIO CITY	12800 VENTURA BLVD.	STUDIO CITY	CA	91604
168	CHINO HILLS	13890 PEYTON AVE. #A	CHINO HILLS	CA	91709
172	GLNDL-CA	300 N. GLENDALE AVE.	GLENDALE	CA	91206
174	PUENTE HILLS	17585 COLIMA ROAD	CITY OF INDUSTRY	CA	91748
175	OXNARD	583 CHANNEL ISLANDS BLVD.	PORT HUENEME	CA	93041
179	THOUSAND OAKS	140 W. HILLCREST DR., #113	THOUSAND OAKS	CA	91360
182	SIMI VALLEY	3090 COCHRAN STREET	SIMI VALLEY	CA	93065
183	LA MIRADA	15058 ROSECRANS AVE.	LA MIRADA	CA	90638
184	CHULA-S	1215 BROADWAY, SUITE D	CHULA VISTA	CA	91911
186	TRNCE-PROMENADE	19780 HAWTHORNE BLVD.	TORRANCE	CA	90503
187	VENTURA	4300-A EAST MAIN STREET	VENTURA	CA	93003
188	ROLLING HILL ESTATES	51-A PENINSULA CENTER	ROLLING HILL EST	CA	90274
189	CANOGA PARK	6448 PLATT AVE.	WEST HILLS	CA	91307
194	SAN GABRIEL/SP	7262 N. ROSEMEAD BLVD.	SAN GABRIEL	CA	91775
196	SAN PEDRO	852 NORTH WESTERN AVENUE	SAN PEDRO	CA	90732
301	ELK GRVE	7715 LAGUNA BLVD.	ELK GROVE	CA	95758
302	NAPA	3284 JEFFERSON ST.	NAPA	CA	94558
303	VACAVILLE	210 NUT TREE PARKWAY	VACAVILLE	CA	95687
307	MODESTO (CA)	2021 EVERGREEN AVENUE	MODESTO	CA	95350
308	SLOAT (RELO #341)	1591 SLOAT BOULEVARD	SAN FRANCISCO	CA	94132

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
311	WALNUT CREEK	1401 NURSERY LANE	WALNUT CREEK	CA	94596
313	MT-VIEW	1919 EL CAMINO REAL	MOUNTAIN VIEW	CA	94040
316	CNCRD-CA	1825 SALVIO STREET	CONCORD	CA	94520
319	CARMEL	161 CROSSROADS BLVD.	CARMEL	CA	93923
322	COLMA	45 COLMA BLVD. #E-7	COLMA	CA	94014
323	SAN JOSE	1090 BLOSSOM HILL ROAD	SAN JOSE	CA	95123
324	CUPERTINO	10225 S. DE ANZA BLVD.	CUPERTINO	CA	95014
326	LOS GATOS	540 N. SANTA CRUZ AVE STE. B	LOS GATOS	CA	95030
327	MORGAN HILL	313 VINEYARD TOWN CENTER WAY	MORGAN HILL	CA	95037
332	TASSAJARA	3402 CAMINO TASSAJARA ROAD	DANVILLE	CA	94506
334	MARTINEZ	1170 ARNOLD DRIVE #115	MARTINEZ	CA	94553
336	SAN BRUNO	1282 EL CAMINO REAL	SAN BRUNO	CA	94066
337	SANTA CLARA	2765 EL CAMINO REAL	SANTA CLARA	CA	95051
339	LAFAYETTE	3517 MT. DIABLO BLVD.	LAFAYETTE	CA	94549
341	SLOAT	1597 SLOAT BLVD.	SAN FRANCISCO	CA	94132
344	SANTA ROSA	2724 SANTA ROSA AVE. #C	SANTA ROSA	CA	95407
345	SAN MATEO	1956 S. EL CAMINO REAL	SAN MATEO	CA	94403
348	DBLN-CA	11976 DUBLIN BLVD	DUBLIN	CA	94568
349	CASTRO VALLEY	3735 E. CASTRO VALLEY BLVD	CASTRO VALLEY	CA	94552
357	FOLSOM	1001 EAST BIDWELL, #108	FOLSOM	CA	95630
358	SAC-N	1583 W. EL CAMINO AVE.	SACRAMENTO	CA	95833
360	HAYWARD	24039 HESPERIAN BLVD.	HAYWARD	CA	94545
361	STOCKTON	6112 PACIFIC AVE.	STOCKTON	CA	95207
362	CHICO	2005 WHITMAN AVE	CHICO	CA	95928
364	DAVIS	1341-B WEST COVELL BLVD	DAVIS	CA	95616
365	VALLEJO	161 PLAZA DRIVE	VALLEJO	CA	94591
366	REDDING	1603 EAST HILLTOP DR	REDDING	CA	96002
368	SAN RAFAEL	375 THIRD ST.	SAN RAFAEL	CA	94901
369	FREMONT	3780 MOWRY AVE.	FREMONT	CA	94538
370	REDWOOD CITY	520 WOODSIDE ROAD	REDWOOD CITY	CA	94061
371	SAC-ARDEN	1878 ARDEN WAY	SACRAMENTO	CA	95815
372	ALAMEDA	2310 SOUTH SHORES CTR	ALAMEDA	CA	94501
373	RSVL-CA	1917 DOUGLAS BLVD	ROSEVILLE	CA	95661
375	NOVATO	208 VINTAGE WAY, K1 & K2	NOVATO	CA	94945
519	ENCINO	17919 VENTURA BLVD	ENCINO	CA	91316
520	LK FST-CA	24332 ROCKFIELD BLVD	LAKE FOREST	CA	92630
523	NEWPRT-NWPC	1280 BISON B14, B15	NEWPORT BEACH	CA	92658
525	HNGTN/WPC	8909 ADAMS AVENUE	HUNTINGTON BEACH	CA	92646
526	NAPLES/WPC	5700 E. 2ND STREET	LONG BEACH	CA	90803
527	BREA	2500 IMPERIAL HIGHWAY, SUITE 114	BREA	CA	92821
530	TRNCE/PW	24413 CRENSHAW BLVD., SUITE 8	TORRANCE	CA	90505
534	BUENA PARK (RELO #123	6020 BALL ROAD	BUENA PARK	CA	90620
536	FONTANA (CA)	16721 VALLEY BLVD. (STE # B)	FONTANA	CA	92335
539	SANTA MONICA (RELO #9	2910 WILSHIRE BOULEVARD	SANTA MONICA	CA	90403
550	LB-MARINA	6216-6230 E. PACIFIC COAST HWY.	LONG BEACH	CA	90803
551	CERRITOS	12801 TOWNE CENTER DRIVE	CERRITOS	CA	90703
552	WDLH HILLS	21943 VENTURA BLVD.	WOODLAND HILLS	CA	91364
554	RDNDO-N	3901 INGLEWOOD AVE., SUITE G	REDONDO BEACH	CA	90278
556	RCHO CUCAMONGA	7221 HAVEN AVENUE	RANCHO CUCAMONGA	CA	91701
557	TUSTIN	13942 NEWPORT AVENUE	TUSTIN	CA	92780
558	RDNDO-S	537 NORTH PACIFIC COAST HIGHWAY	REDONDO BEACH	CA	90277
559	MSN GORGE	10410 FRIARS ROAD	SAN DIEGO	CA	92120
561	RCHO SD	2510 JAMACHA ROAD	EL CAJON	CA	92019
562	PALM DESERT	72453 HIGHWAY 111	PALM DESERT	CA	92260
563	VISTA	520 HACIENDA DR	VISTA	CA	92083

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
564	LA HABRA	1201 W. WHITTIER BLVD	LA HABRA	CA	90631
572	RCHO SM	30682 SANTA MARGARITA PKY	RCHO SNTA MGARITA	CA	92688
576	MSN VIEJO	25592 EL PASEO	MISSION VIEJO	CA	92691
577	LA CANADA	475 FOOTHILL BLVD.	LA CANADA	CA	91011
578	MONTCLAIR	9197-G CENTRAL AVENUE	MONTCLAIR	CA	91763
579	ANAHEIM	430 N. EUCLID ST	ANAHEIM	CA	92801
580	LKWD-CA	5215 LAKEWOOD BLVD	LAKEWOOD	CA	90712
581	CRML MTN RCH	11160 RANCHO CARMEL DR	SAN DIEGO	CA	92128
582	STA CLARITA	26501 BOUQUET CANYON ROAD	SAUGUS	CA	91350
583	CLAIREMONT MESA/PM	3994-A CLAIREMONT MESA BLVD.	SAN DIEGO	CA	92117
584	HNGTN-S/PM	19050 BROOKHURST AVENUE	HUNTINGTON BEACH	CA	92646
585	PASA-S/PM	845 SOUTH ARROYO PARKWAY	PASADENA	CA	91105
586	RIVERSIDE/PM	3384 TYLER ST.	RIVERSIDE	CA	92503
587	MONTEBELLO	1425 N. MONTEBELLO BLVD.	MONTEBELLO	CA	90640
588	BURBANK	3525 W. VICTORY BLVD.	BURBANK	CA	91505
592	W-COVINA	1050 WEST COVINA PARKWAY	WEST COVINA	CA	91790
594	WHITTIER	13420 WHITTIER BLVD.	WHITTIER	CA	90605
596	ESCONDIDO	1000 WEST VALLEY PARKWAY	ESCONDIDO	CA	92025
598	CAMARILLO	177 WEST VENTURA BLVD	CAMARILLO	CA	93010
599	SAN DIMAS	822 W. ARROW HWY	SAN DIMAS	CA	91773
902	MELROSE-PD	8905 MELROSE AVE.	W. HOLLYWOOD	CA	90069
903	W-WOOD/PD	2090 WESTWOOD BLVD.	W. LOS ANGELES	CA	90025
904	CULVER CITY-PD	5347 S. SEPULVEDA BLVD.	CULVER CITY	CA	90230
906	WILSHIRE-SANTA MONICA	2828 WILSHIRE BLVD.	SANTA MONICA	CA	90403
908	LA BREA	200 S. LA BREA AVE #C	LOS ANGELES	CA	90036
909	OCEANSIDE	2445 WEST VISTA WAY	OCEANSIDE	CA	92054
910	WSTCHSTER	8801 SOUTH SEPULVEDA BLVD	LOS ANGELES	CA	90045
914	ROBERTSON	1475 S. ROBERTSON BLVD.	LOS ANGELES	CA	90035
922	COSTA-NEWPORT	1815 NEWPORT BLVD	COSTA MESA	CA	92627
923	SAN MARCOS/PS	1609 CAPALINA RD.	SAN MARCOS	CA	92069
924	EL CJN/PS	540 N 2ND ST	EL CAJON	CA	92021
925	POWAY/PS	13375 POWAY ROAD	POWAY	CA	92064
926	MORENA/PS	1210 MORENA BLVD.	SAN DIEGO	CA	92110
927	OCNSDE-N/PS	3875 MISSION AVE	OCEANSIDE	CA	92054
928	DEL MAR/PS	2749 VIA DE LA VALLE	DEL MAR	CA	92014
929	SAN CARLOS/PS	7375 JACKSON DR	SAN DIEGO	CA	92119
930	ENCTS/PS	154 ENCINITAS BLVD	ENCINITAS	CA	92024
931	MMESA/PS	8160 MIRA MESA BLVD	SAN DIEGO	CA	92126
932	SANTEE/PS	9851 BUENA VISTA AVE.	SANTEE	CA	92071
934	HNGTN/SP2	5961 WARNER AVE	HUNTINGTON BEACH	CA	92649
935	ORG/SP2	1824 E. KATELLA AVE	ORANGE	CA	92867
936	IRVNE/SP2	15333 CULVER PLAZA	IRVINE	CA	92604
937	LKWD/SP2	5615 WOODRUFF AVE	LAKEWOOD	CA	90713
911	AUR-NORTH	13750 E. MISSISSIPPI AVE.	AURORA	CO	80012
912	PK MEADOWS	9425 EAST COUNTY LINE RD	ENGLEWOOD	CO	80112
913	AUR-SOUTH	16960 QUINCY AVENUE	AURORA	CO	80015
917	CO SPG-W/PU	1820A WEST UINTAH STREET	COLORADO SPRINGS	CO	80904
918	CO SPG-N/PU	5720 N. ACADEMY BLVD.	COLORADO SPRINGS	CO	80918
920	NRTHGLNN/PU	450 E 120TH AVE, UNIT A2	NORTHGLENN	CO	80233
933	W-MINSTER	6735 W. 88TH AVE	WESTMINSTER	CO	80030
938	LITTLETON	8100 W. CRESTLINE	LITTLETON	CO	80123
941	CO SPG-S	1650 EAST CHEYENNE MTN.BLVD.	COLORADO SPRINGS	CO	80906
726	HAMDEN	2100 DIXWELL AVENUE	HAMDEN	CT	06514
728	STRATFORD	955 FERRY BLVD	STRATFORD	CT	06614
737	WATERBURY	983 WOLCOTT RD	WATERBURY	CT	06705

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
752	NORWALK/PSD	431 WESTPORT AVE. #1	NORWALK	CT	06851
753	N HAVEN/PSD	420 UNIVERSAL DR.	NORTH HAVEN	CT	06473
759	MNCHTR-CT/PSD	432A BUCKLAND HILLS DR.	MANCHESTER	CT	06040
760	FARMINGTON/PSD	1600 S. E. ROAD #9 & #71	FARMINGTON	CT	06032
762	SOUTHINGTON/PSD	760 QUEEN ST.	SOUTHINGTON	CT	06489
784	DANBURY/PN	169 FEDERAL ROAD	BROOKFIELD	CT	06804
795	NEWINGTON	188 KITTS LANE	NEWINGTON	CT	06111
796	WALLINGFORD	848 COLONY RD, SUITE C	WALLINGFORD	CT	06492
797	TORRINGTON	980 TORRINGFORD STREET	TORRINGTON	CT	06790
949	WATERFORD	825 HARTFORD ROAD	WATERFORD	CT	06385
782	CT AVE	3505 CONNECTICUT AVE.	WASHINGTON	DC	20008
888	CHRISTIANA	CHRISTIANA CENTER	NEWARK	DE	19702
614	SIOUX CITY/PF	1742 HAMILTON BLVD.	SIOUX CITY	IA	51103
617	DS MNS-W/PF	7333 BUFFALO RD	DES MOINES	IA	50311
620	DAVENPORT/PF	3860 ELMORE AVE.	DAVENPORT	IA	52807
631	DS MNS-E/PF	1311 E. ARMY POST RD.	DES MOINES	IA	50315
633	WATERLOO/PF	1237 FLAMMANG DR	WATERLOO	IA	50702
643	CDR RAPDS	1450 TWIXT TOWN ROAD	MARION	IA	52302
207	IDAHO FALLS	2375 EAST 17TH ST	IDAHO FALLS	ID	83401
263	BOISE	179 N. MILWAUKEE ST	BOISE	ID	83704
645	LK ZURICH	787 WEST MAIN STREET	LAKE ZURICH	IL	60047
647	W-DUNDEE	403 N. 8TH ST.	WEST DUNDEE	IL	60118
648	N RIVERSIDE	2204 SOUTH HARLEM AVE.	NORTH RIVERSIDE	IL	60546
649	WHEATON	23 DANADA SQUARE E.	WHEATON	IL	60187
654	WLWBRK/PC	6300 ROBERT KINGERY HWY.,	WILLOWBROOK	IL	60514
655	ARLTN HGTS/PC	780 E. RAND ROAD	ARLINGTON HEIGHTS	IL	60004
656	NPRVLE/PC	348 S. ROUTE 59	NAPERVILLE	IL	60540
658	NILES/PC	8341-8349 W. GOLF RD.	NILES	IL	60714-115
660	PEO-WILLOW/PC	4100 W. WILLOW KNOLL DRIVE	PEORIA	IL	61615
662	BLMNGTN/PC	1407 N. VETERANS PARKWAY	BLOOMINGTON	IL	61701
664	HRWD HGTS/PC	4614-4618 N. HARLEM AVENUE	HARWOOD HEIGHTS	IL	60656
666	BELLE-PLAINE/PC	4072 N. MILWAUKEE AVENUE	CHICAGO	IL	60641
667	ORLAND PARK	15752A S. LAGRANGE RD.	ORLAND PARK	IL	60462
669	STREAMWOOD/PC	672 BARRINGTON ROAD	STREAMWOOD	IL	60107
671	FRWW HGTS/PC	22 LINCOLN HWY.	FAIRVIEW HEIGHTS	IL	62208
672	WOOD DALE CTR/PC	391 W. IRVING PARK ROAD	WOOD DALE	IL	60191
673	CRYSTAL LK/PC	230 S. VIRGINIA ST. #880	CRYSTAL LAKE	IL	60014
675	RVR FRST/PC	7265 W. LAKE STREET	RIVER FOREST	IL	60305
676	GLNDL HGTS/PC	135 ARMY TRAIL ROAD	GLENDALE HEIGHTS	IL	60139
677	HODGKINS/PC	9270 JOLIET RD. #400	HODGKINS	IL	60525
678	RND LK BCH/PC	436 E. ROLLINS RD.	ROUND LAKE BEACH	IL	60073
679	SPGFLD/PC	2721 VETERANS PARKWAY	SPRINGFIELD	IL	62704
680	MT PRSPCT/PC	1026 A S. ELMHURST RD.	MOUNT PROSPECT	IL	60056
682	ROCKFORD/PC	5690 E. STATE STREET	ROCKFORD	IL	61108
683	MOLINE/PC	4411 16TH STREET	MOLINE	IL	61265
684	MELROSE PK/PC	1360 WINSTON PLAZA	MELROSE PARK	IL	60160
685	WILMETE/PC	3232 LAKE AVENUE, #150	WILMETTE	IL	60091
686	CREST HILL/PC	1701 N. LARKIN AVENUE,	CREST HILL	IL	60435
687	MCHENRY/PC	1713 RICHMOND	MCHENRY	IL	60050
688	CHI-ASHLND/PC	3118 N. ASHLAND AVE	CHICAGO	IL	60657
689	BRADLEY/PC	1192 N. KINZIE	BRADLEY	IL	60915
690	LOMBARD/PC	411 E. ROOSEVELT RD.	LOMBARD	IL	60148
691	DECATUR/PC	4292 N. PROSPECT ST.	DECATUR	IL	62526
692	PALATINE/PC	629 E. DUNDEE ROAD	PALATINE	IL	60067
693	DEKALB/PC	1500 SYCAMORE ROAD	DEKALB	IL	60115

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## LOCATIONS OF EQUIPMENT AND INVENTORY

Petco Animal Supplies, Inc.

	Location	Address	City	State	Zip
694	SKOKIE/PC	5222 TOUHY AVENUE	SKOKIE	IL	60077
695	BLGBRK/PC	1249 WEST BOUGHTON ROAD	BOLINGBROOK	IL	60440
696	CHI-HALSTED/PC	3046 N. HALSTED	CHICAGO	IL	60657
697	GENEVA/PC	1885 S. RANDALL RD.	GENEVA	IL	60134
698	SCHAUMBURG CORNERS/PC	60 EAST GOLF ROAD	SCHAUMBURG	IL	60173
868	OAKLAWN-IL	6220 W. 95TH ST., & MELVINA	OAK LAWN	IL	60453
869	CHI-CLYBOURN	2000 N. CLYBOURN	CHICAGO	IL	60614
880	LANSING-IL	16809 TORRENCE	LANSING	IL	60438
486	INDNPLS-CARMEL	2208 E. 116TH STREET	CARMEL	IN	46032
836	MRLVLE/PC	3199 E. LINCOLN HWY.	MERRILLVILLE	IN	46410
860	HGHLD/PC	10235 INDIANAPOLIS BLVD.	HIGHLAND	IN	46322
947	TERRE HAUTE	4229 SOUTH US 41	TERRE HAUTE	IN	47802
650	SHAWNEE/PFS	7408 NIEMAN ROAD	SHAWNEE	KS	66203
653	OPK/PFS	5441 W. 95TH STREET	OVERLAND PARK	KS	66211
838	OPK-75TH/PC	6801 W. 75TH ST.	OVERLAND PARK	KS	66204
842	OPK-95TH/PC	11604 W. 95TH STREET	OVERLAND PARK	KS	66214
843	OPK-METCALF/PC	6740 W. 119TH ST.	OVERLAND PARK	KS	66209
847	WCH-NE/PC	3050 N. ROCK RD.	WICHITA	KS	67226
849	WCH-W/PC	6840 W. KELLOGG	WICHITA	KS	67209
858	TOPEKA/PC	1930 SW WANAMAKER ROAD	TOPEKA	KS	66614
863	LAWRENCE/PC	3115 IOWA AVENUE	LAWRENCE	KS	66044
848	BWLNG GR/PC	1680 CAMPBELL LANE	BOWLING GREEN	KY	42104
481	SHREVEPORT SOUTH	6596 YOUREE DR.	SHREVEPORT	LA	71105
733	BSTN-CAMBRIDGE/BP	119 FIRST STREET	CAMBRIDGE	MA	02141
739	TOPSFIELD/JP	239 NEWBURYPORT TURNPIKE	TOPSFIELD	MA	01983
740	PEABODY/JP	10 SYLVAN ST	PEABODY	MA	01960
741	WOBURN/JP	299 MISHAWAUM RD	WOBURN	MA	01801
745	NORWOOD	1210 PROVIDENCE HWY.	NORWOOD	MA	02062
747	WEYMOUTH/PSD	545 WASHINGTON ST. #52 & 18	WEYMOUTH	MA	02188
748	SAUGUS #1/PSD	682 BROADWAY #1 N.	SAUGUS	MA	01906
749	AVON/PSD	15 STOCKWELL DR.	AVON	MA	02322
750	SHREWSBURY/PSD	87 BOSTON TURNPIKE #9	SHREWSBURY	MA	01545
751	DEDHAM/PSD	826 PROVIDENCE HIGHWAY #1	DEDHAM	MA	02026
754	ATTLEBORO/PSD	287 WASHINGTON ST. #1 & #123	SO. ATTLEBORO	MA	02703
755	WALTHAM/PSD	72 LINDEN ST. #20 & #60	WALTHAM	MA	02154
757	HANOVER/PSD	1376 WASHINGTON ST. #53	HANOVER	MA	02339
758	SEEKONK/PSD	75 HIGHLAND AVE. #6	SEEKONK	MA	02771
777	HOLYOKE	45 HOLYOKE ST	HOLYOKE	MA	01040
792	SPGFLD-MA	1694 BOSTON ROAD	SPRINGFIELD	MA	01129
793	NATICK	1324-1334 WORCESTER RD.	NATICK	MA	01760
883	PITTSFIELD	690 MERRILL ROAD	PITTSFIELD	MA	01201
950	AUBURN	438 SOUTHBRIDGE ST.	AUBURN	MA	01501
705	LAUREL	915 WASHINGTON BLVD., #83	LAUREL	MD	20707
735	ELLCOTT CITY	10060 US HIGHWAY 40 @ BETHANY	ELLCOTT CITY	MD	21042
766	BELTSVILLE/PT	10464 BALTIMORE AVE.	BELTSVILLE	MD	20705
770	ANNAPOLIS/PT	2319-D FOREST DR.	ANNAPOLIS	MD	21401
771	GAITHERSBURG/PT	275 MUDDY BRANCH RD.	GAITHERSBURG	MD	20878
772	FORESTVILLE/PT	5628 SILVER HILL RD.	DISTRICT HEIGHTS	MD	20747
940	TIMONIUM	1719 YORK RD.	LUTHERVILLE	MD	21093
830	WARREN/PC	2243 E. 12 MILE ROAD	WARREN	MI	48092
831	WATERFORD/PC	2225 ELIZABETH LAKE RD.	WATERFORD	MI	48328
832	DRBRN HGTS/PC	26505 FORD ROAD	DEARBORN HEIGHTS	MI	48127
833	CLINTON TWP/PC	33818 GRATIOT AVENUE	CLINTON TWP.	MI	48035
834	E-POINTE/PC	22631 GRATIOT RD.	EASTPOINTE	MI	48021
835	ALLEN PK/PC	15461 SOUTHFIELD RD.	ALLEN PARK	MI	48101

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
840	FLINT/PC	G-3392 MILLER ROAD	FLINT	MI	48507
602	RSVL-MN/PF	2575 N. FAIRVIEW AVE.	ROSEVILLE	MN	55113
603	MPLWD/PF	3000 WHITE BEAR AVE	MAPLEWOOD	MN	55109
604	ST CLOUD/PF	35 WAITE AVE. NORTH	WAITE PARK	MN	56387
605	MNTNKA/PF	13691 RIDGEDALE DR.	MINNETONKA	MN	55343
606	EDN PRAIRIE/PF	8020 GLEN LANE	EDEN PRAIRIE	MN	55344
607	BRKLN PK/PF	7625 JOLLY LANE	BROOKLYN PARK	MN	55428
608	RCHFLD/PF	710 WEST 66TH ST.	RICHFIELD	MN	55423
609	DULUTH/PF	903 W. CENTRAL ENTRANCE	DULUTH	MN	55811
612	APPLE VLY/PF	7590 W. 150TH ST.	APPLE VALLEY	MN	55124
623	OAKDALE/PF	7085 N. 10TH ST.	OAKDALE	MN	55128
624	STILLWATER/PF	2080 MARKET DR.	STILLWATER	MN	55082
625	MAPLE GROVE/PF	8010 WEDGEWOOD LN.	MAPLE GROVE	MN	55369
626	HGHLN PK/PF	2277 FORD PKWY.	ST. PAUL	MN	55116
627	FRIDLEY/PF	753 53RD STREET AVE. NE	FRIDLEY	MN	55421
628	EAGAN/PF	1296 TOWN CENTER DR.	EAGAN	MN	55123
629	W-ST.PAUL/PF	1811 S. ROBERT ST.	WEST ST. PAUL	MN	55118
630	ROCHESTER/PF	4200 NORTH HWY 52	ROCHESTER	MN	55901
884	COON RAPIDS	3380 124TH AVENUE	COON RAPIDS	MN	55433
651	N KS CITY/PFS	2600 BURLINGTON	N. KANSAS CITY	MO	64116
652	INDEPENDENCE/PFS	4802 NOLAND ROAD	INDEPENDENCE	MO	64133
823	ST PETERS/PC	3899 S. SERVICE RD., SUITE A	ST. PETERS	MO	63376
824	FLRSNT/PC	765 N. HWY. 67	FLORISSANT	MO	63031
825	GLNDL-MO/PC	10088-90 MANCHESTER RD.	GLENDALE	MO	63122
826	ST ANN/PC	10478-80 ST. CHARLES ROCK RD.	ST. ANN	MO	63074
827	AFTON/PC	10040 GRAVOIS RD.	AFFTON	MO	63123
839	OLIVETTE/PC	9632 OLIVE BLVD.	OLIVETTE	MO	63132
844	ARNOLD/PC	1233 JEFFCO BLVD.	ARNOLD	MO	63010
853	ST LOUIS-TELEGRAPH/PC	3236 TELEGRAPH ROAD	ST. LOUIS	MO	63125
855	COLUMBIA/PC	2101 W. BROADWAY, SUITE W	COLUMBIA	MO	65203
862	BALLWIN/PC	15200 MANCHESTER RD.	BALLWIN	MO	63011
206	GREAT FALLS	1601 MARKET PLACE DRIVE	GREAT FALLS	MT	59404
613	FARGO/PF	1126 43RD STREET SW	FARGO	ND	58103
632	GRAND FORKS/PF	2901 32ND AVENUE S.	GRAND FORKS	ND	58201
644	LNCLN-O ST	4701 O STREET	LINCOLN	NE	68510
646	OMAHA	7110 DODGE ST.	OMAHA	NE	68132
944	LNCLN-S/YABC	5450 S. 56TH STREET	LINCOLN	NE	68516
945	OMAHA WEST/YABC	13415 WEST CENTER ROAD	OMAHA	NE	68144
946	OMAHA EAST/YABC	3030 L STREET	OMAHA	NE	68107
281	SALEM-NH	ROCKINGHAM MALL	SALEM	NH	03079
742	MNCHTR-NH/JP	1049 W. WILLOW ST.	MANCHESTER	NH	03103
743	NASHUA/JP	7 EAST DESILVO DR.	NASHUA	NH	03060
761	PLAISTOW/PSD	9 PLAISTOW RD ROUTE 125	PLAISTOW	NH	03865
865	CNCRD-NH	35 FORT EDDY RD	CONCORD	NH	03301
942	PORTSMOUTH	1600 WOODBURY AVENUE	PORTSMOUTH	NH	03801
702	EDISON	561 U.S. ROUTE 1	EDISON	NJ	08817
703	WATCHUNG - BLUE STAR	1701-71B U.S. ROUTE 22	WATCHUNG	NJ	07060
707	PRINCETON	301 N HARRISON ST. #2	PRINCETON	NJ	08540
721	EATONTOWN	231 HIGHWAY 35	EATONTOWN	NJ	07724
727	E-HANOVER	420 E. ROUTE 10	EAST HANOVER	NJ	07936
730	OLDBRIDGE	1060 US HIGHWAY 9	PARLIN	NJ	08859
734	FREEHOLD	4345 US ROUTE 9	FREEHOLD	NJ	07728
774	DEPTFORD	1730 CLEMENTS BRIDGE RD	DEPTFORD	NJ	08096
776	W-ORANGE	ESSEX GREEN SHOPPING CTR	WEST ORANGE	NJ	07052
789	PARAMUS-N/PN	450 ROUTE 17 NORTH	PARAMUS	NJ	07652

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
790	RAMSEY/PN	9 INTERSTATE SHOPPING CENTER	RAMSEY	NJ	07446
791	TOTOWA/PN	ONE ROUTE 46 WEST	TOTOWA	NJ	07512
871	PENNSAUKEN/PAW	7024 KAIGHN AVE.	PENNSAUKEN	NJ	08109
875	WILLINGBORO/PAW	4318 ROUTE 130 NORTH	WILLINGBORO	NJ	08046
485	ALBUQUERQUE	6300 SAN MATEO BLVD.,	ALBUQUERQUE	NM	87109
304	RENO	5565 S. VIRGINIA STREET	RENO	NV	89509
531	LV-SOUTH	2340 E. SERENE AVE.	LAS VEGAS	NV	89123
533	LV-NORTH	NORTH MESA PLAZA S/C	LAS VEGAS	NV	89030
549	LV-CENTRAL	3870 MARYLAND PKWY	LAS VEGAS	NV	89109
573	LV-SW	3577 S. RAINBOW BLVD	LAS VEGAS	NV	89103
593	LV NW - LAKE MEAD	2091 N. RAINBOW BLVD.	LAS VEGAS	NV	89108
595	HENDERSON	4500 E. SUNSET BLVD., SUITE 42	HENDERSON	NV	89014
280	GLEN COVE	GLEN COVE SHOPPING CENTER, INC.	GLEN COVE	NY	11542
282	IRONDEQUOIT	2255 RIDGE ROAD EAST	IRONDEQUOIT	NY	14622
701	CARLE PLACE	200 GLEN COVE ROAD	CARLE PLACE	NY	11514
706	HICKSVILLE	308 N. BROADWAY	HICKSVILLE	NY	11801
717	HWRD BCH	157-20 CROSS BAY BLVD.	HOWARD BEACH	NY	11414
718	LEVITTOWN	3361 HEMPSTEAD TURNPIKE	LEVITTOWN	NY	11756
723	STATEN ISLAND	1756 FOREST AVENUE	STATEN ISLAND	NY	10314
725	MIDDLETOWN	600 N GALLERIA DRIVE	MIDDLETOWN	NY	10941
738	SELDEN	1100 MIDDLE COUNTRY RD	SELDEN	NY	11784
763	W-BABYLON	655 W. MONTAUK HWY	WEST BABYLON	NY	11704
764	MASSAPEQUA	5500 SUNRISE HIGHWAY	MASSAPEQUA	NY	11758
778	UNION SQUARE	860 BROADWAY	NEW YORK	NY	10003
783	86TH ST.	147-149 E. 86TH STREET	NEW YORK	NY	10028
785	E-MEADOW/PN	2295 HEMPSTEAD TURNPIKE	EAST MEADOW	NY	11554
786	NEW HYDE PARK/PN	2300 JERICHO TURNPIKE	GARDEN CITY	NY	11040
787	HARTSDALE/PN	324 N. CENTRAL AVE. SOUTH	HARTSDALE	NY	10530
788	YONKERS/PN	1716 CENTRAL AVE.	YONKERS	NY	10710
879	LK GROVE	31 MIDDLE COUNTRY RD.	LAKE GROVE	NY	11755
948	KIPS BAY	560 SECOND AVE.	NEW YORK	NY	10016
864	CLBS-OLENTANGY/PC	1647 OLENTANGY RIVER RD.	COLUMBUS	OH	43212
866	DBLN-OH/PC	6655 SAWMILL ROAD	DUBLIN	OH	43017
867	CLBS-BRICE/PC	2746 BRICE ROAD	COLUMBUS	OH	43068
203	CORVALLIS	2365 N.W. KINGS BLVD.	CORVALLIS	OR	97330
205	BEND	3197-B N. HIGHWAY 97	BEND	OR	97701
209	TUALATIN-OR	8775 TUALATIN SHERWOOD ROAD	TUALATIN	OR	97062
212	TIGARD	11705 SW PACIFIC HIGHWAY	TIGARD	OR	97223
214	LK OSWEGO	333 SOUTH STATE STREET, SUITE A	LAKE OSWEGO	OR	97034
217	DIVISION	14410 SE DIVISION STREET	PORTLAND	OR	97236
220	HILLSBORO	2643 S.E. TUALATIN VALLEY HWY	HILLSBORO	OR	97123
224	HAYDEN MEADOWS	1132 N. HAYDEN MEADOWS	PORTLAND	OR	97217
251	BEAVERTON	4037 SW 117TH AVENUE, SUITE C	BEAVERTON	OR	97005
253	CLACKAMAS	10730 SE 82ND AVE	PORTLAND	OR	97266
254	TANASBOURNE	18200 NW EVERGEEN PARKWAY	BEAVERTON	OR	97006
256	GRESHAM	2000 N.E. BURNSIDE ST.	GRESHAM	OR	97030
261	SALEM-OR	628 LANCASTER DRIVE N.E.	SALEM	OR	97309
286	YORK	905 LOUCKS ROAD	YORK	PA	17404
708	BENSALEM	2353-2355 STREET ROAD	BENSALEM	PA	19020
711	CITY LINE - PHILLY	4508 CITY LINE AVE.	PHILADELPHIA	PA	19131
716	OXFRD VLY	110 LINCOLN HIGHWAY	FAIRLESS HILLS	PA	19030
720	WARMINSTER	624 YORK ROAD	WARMINSTER	PA	18974
722	MNTGMRYVLE	753 RT. 309	MONTGOMERYVILLE	PA	18936
724	WAYNE	132 EAST LANCASTER AVE	WAYNE	PA	19087
729	ALLENTOWN	3300 LEHIGH ST	ALLENTOWN	PA	18103

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

Location	Address	City	State	Zip
775 SCRANTON	529 ROUTE 6	DICKSON CITY	PA	18519
798 KING OF PRUSSIA	145 W. DEKALB PIKE	KING OF PRUSSIA	PA	19406
870 HAVERFORD/PAW	532 LANCASTER AVE	HAVERFORD	PA	19041
873 ARAMINGO/PAW	3595 ARAMINGO AVE	PHILADELPHIA	PA	19134
874 WILLOW GROVE/PAW	41 N YORK ROAD	WILLOW GROVE	PA	19090
876 MACDADE/PAW	1307 MACDADE BLVD	WOODLYN	PA	19094
877 MALVERN/PAW	181 LANCASTER AVE	MALVERN	PA	19355
878 TRAPPE/PAW	130 WEST MAIN STREET	TRAPPE	PA	19426
886 FEASTERVILLE	97 E STREET RD.	FEASTERVILLE	PA	19053
887 EASTON	2429 NAZARETH ROAD,	EASTON	PA	18042
744 WARWICK/JP	1400 BALD HILL RD.	WARWICK	RI	02886
619 SIOUX FALLS/PF	3100 S. LOUISE AVE.	SIOUX FALLS	SD	57106
828 GRMNTWN/PC	7730 POPLAR AVENUE, #1 & 2	GERMANTOWN	TN	38139
829 MEMPH-WINCHESTER/PC	5970 WINCHESTER RD.	MEMPHIS	TN	38115
841 JKSON/PC	105 B. STONEBROOK PLACE	JACKSON	TN	38305
845 BARTLETT/PC	6025 STAGE RD. #52	BARTLETT	TN	38134
861 MEMPH-POPLAR/PC	3468 POPLAR AVENUE	MEMPHIS	TN	38111
211 FT UNION	1090 EAST FORT UNION BOULEVARD	MIDVALE	UT	84047
713 SPGFLD-VA	6394 SPRINGFIELD PLAZA	SPRINGFIELD	VA	22150
731 TYSONS CORNER	1929 OLD GALLOWS ROAD	VIENNA	VA	22182
732 BLYS XRDS	5857 LEESBURG PIKE	BAILEYS CROSSRDS	VA	22041
767 ALEXANDRIA/PT	6612 RICHMOND HWY.	ALEXANDRIA	VA	22306
768 HERNDON/PT	2441-F CENTREVILLE RD.	HERNDON	VA	20171
769 FAIRFAX/PT	10708 LEE HWY.	FAIRFAX	VA	22030
773 ARLTN-VA/PT	3200 N. WASHINGTON BLVD.	ARLINGTON	VA	22201
794 MANASSAS	10800 PROMENADE LANE	MANASSAS	VA	20109
939 CHANTILLY (VA)	13053-B LEE JACKSON HIGHWAY	FAIRFAX	VA	22033
201 KIRKLAND	12040 NE 85TH ST.	KIRKLAND	WA	98033
202 MT VERNON	201 E. COLLEGE WY, SUITE B	MOUNT VERNON	WA	98273
204 BELLEVUE	15600 N.E. 8TH STREET, SUITE 01	BELLEVUE	WA	98008
208 UNI DISTRICT	809 NE 45TH STREET	SEATTLE	WA	98105
221 HAZEL DELL	7415 N.E. HIGHWAY 99	VANCOUVER	WA	98665
226 FACTORIA SQUARE	3910 128TH AVE. S.E.	BELLEVUE	WA	98006
232 AUR SQUARE	15835 WESTMINSTER WAY	SEATTLE	WA	98133
235 LK FST-WA	17171 BOTHELL WAY N.E.	SEATTLE	WA	98155
237 RENTON	10583 S.E. CARR ROAD	RENTON	WA	98055
238 WOODINVILLE	17614 140TH N.E.	WOODINVILLE	WA	98072
239 REDMOND-BEAR CREEK	17124 REDMOND WAY	REDMOND	WA	98052
241 SPKN-DIVISION	6302 NORTH DIVISION	SPOKANE	WA	99208
243 PUYALLUP	101 37TH AVE S.E. #A	PUYALLUP	WA	98374
244 EVERETT	1203 S.E. EVERETT MALL WAY, #F	EVERETT	WA	98208
245 LYNNWOOD	19500 HIGHWAY 99, SUITE 100	LYNNWOOD	WA	98036
246 VANCOUVER	305 S.E. CHAKLOV STE B	VANCOUVER	WA	98684
247 TACOMA	3801 S. STEELE STREET	TACOMA	WA	98409
248 SPKN-S	3005 E. 29TH AVENUE	SPOKANE	WA	99223
249 YAKIMA	201 EAST YAKIMA AVE	YAKIMA	WA	98901
250 ISSAQUAH	975 NW GILMAN BLVD	ISSAQUAH	WA	98027
252 BALLARD	8728 HOLMAN ROAD, NW	SEATTLE	WA	98117
255 OLYMPIA	1530 BLACK LAKE BLVD	OLYMPIA	WA	98502
257 SPKN-E	NORTH 10 -SULLIVAN ROAD	VERADALE	WA	99037
258 FEDERAL WAY	31419 PACIFIC HIGHWAY SOUTH	FEDERAL WAY	WA	98003
259 BREMERTON	4209 WHEATON WAY	BREMERTON	WA	98310
260 LKWD-WA	5700 100TH ST. SW	LAKESWOOD	WA	98499
262 SEATTLE-W	4732 CALIFORNIA AVE SW	SEATTLE	WA	98116
610 GREEN BAY/PF	2515 W. MASON ST.	GREEN BAY	WI	54303

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**LOCATIONS OF EQUIPMENT AND INVENTORY**  
**Petco Animal Supplies, Inc.**

	Location	Address	City	State	Zip
611	APPLETON/PF	345 MALL DRIVE	APPLETON	WI	54915
615	WAUSAU/PF	4440 RIB MOUNTAIN DR.	WAUSAU	WI	54401
616	EAU CLAIRE/PF	3731 GATEWAY	EAU CLAIRE	WI	54701
618	KENOSHA/PF	6910 GREEN BAY RD	KENOSHA	WI	53142
621	OSHKOSH/PF	1935 S. KOELLER ST.	OSHKOSH	WI	54902
622	LA CROSSE/PF	1231 CROSSING MEADOWS	ONALASKA	WI	54650
881	JANESVILLE	2900 DEERFIELD DRIVE #2	JANESVILLE	WI	53546
885	RACINE	3059 S. OAKS RD.	STURTEVANT	WI	53177
<u>D.C.</u>					
198	JOLIET	3801 ROCK CREEK BLVD.	JOLIET	IL	60431
200	PORTLAND	14129 NE AIRPORT WAY	PORTLAND	OR	97230
300	STOCKTON	4212 POCK LANE	STOCKTON	CA	95206
528	MIRA LOMA	4345 PARKHURST STREET	MIRA LOMA	CA	91752
700	DAYTON	152 RIDGE ROAD	DAYTON	NJ	08810
800	MANSFIELD	574 WEST STREET	MANSFIELD	MA	02048
899	NEW HOPE	7320 49TH AVE.	NEW HOPE	MN	55428
<u>Corporate</u>					
100	CORPORATE OFFICE	9125 REHCO RD	SAN DIEGO	CA	92056



**LOCATIONS OF BOOKS AND RECORDS  
Petco Animal Supplies, Inc.**

1. Chief Executive Office:  
9125 Rehco Rd.  
San Diego, CA 92121
  
2. Locations of Account Records and Chattel Paper  
9125 Rehco Rd.  
San Diego, CA 92121

**UCC FILING OFFICES AND GRANTOR'S TRADE NAMES**

Petco Animal Supplies, Inc.

1. UCC Filing Offices

District of Columbia

Alabama

Arizona

Arkansas

California

Colorado

Connecticut

Delaware

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Warren County, Kentucky

Louisiana

Maryland

Massachusetts

Michigan

Minnesota

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Dakota

Ohio

Franklin County, Ohio

Oregon

Pennsylvania

Rhode Island

South Dakota

Tennessee

Texas

Utah

Virginia

Washington

Wisconsin

2. Grantor's Trade Names

Petco

FORM OF LIMITED LIABILITY COMPANY NOTICE

[Letterhead of Grantor]

TO: [Name of Pledged Entity]

Notice is hereby given that, pursuant to the Security Agreement, dated as of \_\_\_\_\_, 1999 (said Agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, the "Security Agreement"), made by [GRANTOR] (the "Grantor") in favor of Union Bank of California, N.A., as Agent (the "Agent") on behalf of the lenders described therein, the Grantor has pledged and assigned to the Agent for the benefit of the Secured Party (as defined in the Security Agreement), and granted to the Agent for the benefit of the Secured Party a continuing security interest in, all right, title and interest of the Grantor, whether now existing or hereafter arising or acquired, as a member in [NAME OF PLEDGED ENTITY] (the "Limited Liability Company"), and in, to and under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] (said Agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, the "Limited Liability Company Agreement"), as such security interest is more particularly described in the Security Agreement.

Pursuant to the Security Agreement, the Limited Liability Company is hereby authorized and directed to register the Grantor's pledge to the Agent on behalf of the Secured Party of the interest of the Grantor on the Limited Liability Company's books.

The Grantor hereby requests the Limited Liability Company to indicate the Limited Liability Company's acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy hereof where indicated on the attached page and returning the same to the Agent on behalf of the Secured Party.

[GRANTOR]

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

FORM OF ACKNOWLEDGMENT

[NAME OF PLEDGED ENTITY] (the "Limited Liability Company") hereby acknowledges receipt of a copy of the assignment by [GRANTOR] (the "Grantor") of its interest under the [TITLE OF APPLICABLE LIMITED LIABILITY COMPANY AGREEMENT] (as it may hereafter be amended, modified, supplemented or restated from time to time) pursuant to the terms of the Security Agreement, dated as of \_\_\_\_\_, 1999 (as it may be amended, modified, restated or supplemented from time to time in accordance with the terms thereof), made by the Grantor in favor of Union Bank of California, N.A., as Agent (the "Agent") on behalf of the lenders described therein. The undersigned hereby further confirms the registration of the Grantor's pledge of its interest to the Agent on behalf of the Secured Party on the Limited Liability Company's book.

Dated: \_\_\_\_\_, \_\_\_\_\_

[NAME OF PLEDGED ENTITY]

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