

01-31-2001



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1-22-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/30/2001 DBYRNE 00000181 2175621

01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002225 FRAME: 0912

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2175621"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

LORI J. HOWLAND
Name of Person Signing

Lori J. Howland
Signature

1/17/01
Date Signed

MARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of December 20, 2000 by and between **PETSHOTEL PLUS INTERNATIONAL, L.L.C.**, an Arizona limited liability company ("Assignor"), and **PETSMART, INC.**, a Delaware corporation ("Assignee").

RECITALS:

A. Assignor is the owner of all of those certain trademarks and service marks, reserved trade names, registered trade names, trademarks and service marks relating to the mark "PETSHOTEL PLUS" including but not limited to the "PETSHOTEL PLUS" service marks, and any and all rights, applications and registrations relating thereto in the U.S. and any foreign country with respect to which Assignor has rights (collectively referred to herein as the "Marks"); and

B. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all right, title, and interest in and to the Marks and all goodwill relating thereto and associated therewith ("Assignment").

ASSIGNMENT:

NOW, THEREFORE, for and in consideration of the premises, covenants, and promises herein contained and in and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereto agree and have agreed as follows:

1. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee and Assignee hereby accepts all of Assignor's U.S. and foreign rights, title and interest to the Marks, together with the goodwill associated therewith, and the U.S. and foreign registration(s) thereof. In furtherance thereof, Assignor agree to join in, execute, deliver, file and record all assignments, bills of sale and other documents as Assignee may reasonably require, which are necessary to effect or evidence the foregoing transfer, the expense of which shall be borne by Assignee.

2. Assignor represents and warrants that it has good and marketable title to the Marks, free and clear of all liens, encumbrances, claims or security interests of any nature or type whatsoever; no other entity or person has any interest in the Marks other than Assignor.

3. At any time and from time to time, upon the written request of Assignee, and at its sole expense, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Assignee may reasonably deem desirable to establish, implement, maintain, continue and protect the assignments contained herein as related to the Marks, and to obtain the full benefits of this Agreement and of the rights

and powers herein granted including, without limitation, the execution, filing, recording, assignment or any similar act with respect to any documents, assignments or instruments to effect and evidence the transfer and assignment hereunder.

4. Assignor hereby constitutes and appoints Assignee as the Assignor's true and lawful attorney-in-fact with full right of appointment and substitution, to perform any and all acts with respect to the Marks, however arising, including without limitation, on behalf of and in the name of Assignor to execute and deliver any and all such further instruments and documents and take such further actions as Assignee may reasonably deem necessary, desirable or convenient to establish, implement, maintain, continue and protect the assignments contained herein as related to the Marks, and to obtain the full benefits of this Agreement and of the rights and powers herein granted including, without limitation, the execution, filing, recording, assignment or any similar act with respect to any documents, assignments or instruments to effect and evidence the transfer and assignment hereunder. The foregoing power of attorney shall empower Assignee to sign Assignor's name on all documents, applications and other written instruments of any kind or nature relating to the Marks. Assignee is further empowered under such power of attorney to take any and all action necessary to effect, protect, or preserve Assignor's rights with respect to the Marks which are the subject of this Assignment. The powers granted herein, being coupled with an interest, are irrevocable.

5. All notices and other communications required or permitted under this Agreement will be in writing and will be (i) sent by a nationally recognized overnight courier service, (ii) sent by electronic facsimile transmission or (iii) mailed by registered mail, return receipt requested, in each case to the address or facsimile number as provided below. Any party may, by giving notice to the other party in accordance with this paragraph, change the address or facsimile number at which it is to receive notices or other communications hereunder.

6. Notices provided for herein shall be considered effectively given when sent by certified mail to:

In the case of Assignor: PETSHOTEL PLUS INTERNATIONAL, L.L.C.
1600 N. Kolb Road #118
Tucson, Arizona 85715
Attention: J. David Mackstaller

With a copy to: Law Office of James W. Zeeb
Rockwell Building
405 West Franklin
Tucson, Arizona 85701
Attention: James W. Zeeb, Esq.

And in the case of Assignee, to: PETSMA**R**T, INC.
19601 N. 27th Avenue
Phoenix, Arizona 85027
Attention: John French

With a copy to: Squire, Sanders & Dempsey L.L.P.
Two Renaissance Square
40 N. Central Avenue, Suite 2700
Phoenix, Arizona 85004-4498
Attention: Paul M. Gales, Esq.

7. This Agreement will be construed and enforced in accordance with the laws of the State of Arizona, excluding and without giving effect to the principles of conflict of laws. The parties consent to the jurisdiction of any court, state or federal, in Maricopa County, Arizona with subject matter jurisdiction for any action commenced by a party arising out of matters related to this Agreement.

8. No waiver of any right under this Agreement shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right shall be deemed to be a waiver of any such right or any other right hereunder in the future.

9. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not be in any way affected or impaired thereby in any other jurisdiction and the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be otherwise affected or impaired by any such holding.

10. This Agreement constitutes the sole and the entire Agreement between the parties relating to the subject matter hereof and replaces and supersedes any and all previous discussions, representations, understandings, statements, and agreements relating to the subject matter hereof.

11. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than the Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements in this Assignment shall be for the sole and exclusive benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written through their duly authorized representatives.

ASSIGNOR:

**PETSHOTEL PLUS INTERNATIONAL,
L.L.C., an Arizona limited liability company**

By: *J. David Mackstaller*
Name: J. David Mackstaller
Its: Authorized Manager

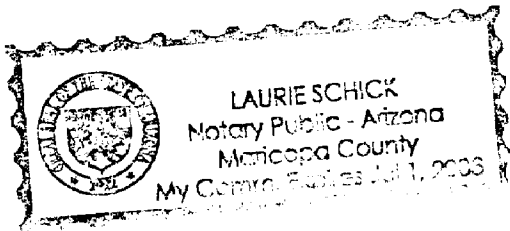
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 20, 2000, before me, *Laurie Schick* a Notary Public, personally appeared J. David Mackstaller, of PETSHOTEL PLUS INTERNATIONAL, L.L.C., 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Laurie Schick
Notary Public

(Seal)



ASSIGNEE:

PETSMART, INC., a Delaware corporation

By: [Signature]

Name: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 20, 2000, before me, Laurie Schick, a Notary Public, personally appeared Scott Crozier, Sr. Vice President of PETSMART, INC., 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 person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

(Seal)

