

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PetsMart, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/21/03

2. Name and address of receiving party(ies)

Name: Fleet Retail Group, Inc. f/k/a Fleet Retail Internal Finance Inc. Address: 40 Broad Street

Street Address: City: Boston State: MA Zip: 02108

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved:

108

7. Total fee (37 CFR 3.41): \$ 2715.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

Signature

12/12/03 Date

Total number of pages including cover sheet, attachments, and document: 35

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$2715.00 193545 78170275

Conveying Party(ies)

PetsMart Store Support Group, Inc.

Corporation-State - Delaware

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
All Living Things	2,350,602
All Living Things	2,402,389
All You Need For the Life of Your Pet	2,570,035
Authority	1,768,199
Award	2,234,471
Bargain Hound	2,574,288
Bargain Hound	2,159,759
Bargain Hound	2,357,849
Bird Perch Board	2,519,727
Bouncing Ball Design	2,047,937
Cambridge	1,961,600
Cambridge Ultra	2,138,124
Canine Elements	2,357,900
Cat's Window Board	2,519,726
Check Design	2,162,154
Check Design	2,243,580
Chewmometer	2,439,384
Companion Road	2,161,032
Defy	2,248,024

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
Dentley's Chewrite	2,160,998
Dentley's Chewrite Ultra	2,695,965
Dog Design	2,047,930
Dog House Board	2,519,725
Essex	2,126,516
Exquisi Cat	1,972,399
Exquisi Cat & Design	2,250,418
Exquisicat	2,250,416
Exquisicat	2,700,572
Exquisicat	2,700,573
Exquisicat	2,709,511
Esquisicat & Design	2,250,417
Fish Tails Board	2,519,728
Fleecy Friends	1,943,837
For the Cat You Adore	2,421,666
Foxboro	1,993,596
G Groomax & Design	1,890,373
Graceful Flight	2,145,539
Grreat Choice	1,815,480

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
Healthy Dog	2,721,463
Herp Rock Board	2,519,729
Lil' Paw	1,985,100
Lil' Bites	2,072,215
Newbury	1,985,154
Nottingham	1,563,361
Nottingham	2,193,082
Nottingham	2,168,771
Nutriphase	2,123,928
Paw Design	2,430,906
Pawspectives	2,648,171
Pet Family Quilt	2,519,724
Pethotel Plus	2,175,621
Petsmart	1,559,337
Petsmart	1,914,862
Petsmart & Bouncing Ball Design	1,751,656
Petsmart & Bouncing Ball Design (Color)	2,003,185
Petsmart & Design	2,586,029
Petsmart & Design	1,931,098

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
Petsmart (Stylized) & Design	2,586,028
Petsmart Holiday Village	2,776,939
Petsmart.com	2,434,196
Petstuff Your Pets'/Des	1,897,071
Petwise & Design	1,701,031
Petzazz	2,162,854
Petzazz	2,400,454
Petzazz	2,373,328
Proquatics	2,242,917
Proquatics	2,476,276
Proquatics	2,625,472
Proquatics	2,455,988
R.C. Steele	1,543,985
Ruff N' Rolly	1,922,239
Santa Claws	1,614,449
Shareables for Me & My Pal	2,470,464
Small Animal Board	2,489,692
Smart Pet of the Day	2,501,934
Sophista Cat	1,859,903

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
Sporting Dog Specialties	1,570,351
State Line Tack & Design	1,318,701
State Line Tack the Discount Tack Store	2,068,564
State Line Tack Western & Design	2,001,466
Step by Step	2,316,975
The Brentwood	2,593,320
Top Fin	1,926,192
Top Paw	1,834,630
Top Wing	2,015,642
Toshoppe & Cat Design	2,476,470
Toyshoppe & Dog Design	2,476,469
Unlock the Fun	2,525,692
Vahle's Pet Stuff & Design	1,196,969
Vahle's Pet Stuff & Design	1,370,659
Vetsmart & Design	1,578,361
Vetsmart	2,463,058
Vetsmart	2,463,055
Where High Prices Have Been	1,617,226
Where Pets are Family	1,962,411

**Trademark Registrations
Continuation of Item 4B**

Mark	Registrations
Where Pets Find Families	2,316,558
Where Pets Find Families	2,316,548
Whisker City	2,724,232
Whisker City	1,974,181
Wiese	1,825,647

**Trademark Applications
Continuation of Item 4A**

Mark	Applications
A Smarter Way to Care on Every Corner	78/170,275
All Living Things	75/395,860
Kibibbles!	78/250,656
Petperks	78/026,051
Petshotel & Design	78/118,477
Petsamrt & Design	75/882,223
Petsmart Premier	78/137,206
Rescue Wagon	78/328,002

AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

November 21, 2003

AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT dated as of November 21, 2003 (the "TM Security Agreement") by and among PETsMART, INC., and PETsMART STORE SUPPORT GROUP, INC. (each, referred to individually as "Assignor" and, collectively as the "Assignors"); and FLEET RETAIL GROUP, INC. (f/k/a FLEET RETAIL FINANCE INC.), a Delaware corporation ("FRF"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) in consideration of the mutual covenants contained herein and benefits to be derived herefrom. This TM Security Agreement amends and restates in its entirety that certain Trademark and Trademark Applications Security Agreement, dated as of April 30, 2001, by and among PETsMART, Inc., PETsMART.com, Inc., STATE LINE TACK, INC., Weise Vet Supply, Inc. and FRF.

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Assignors, as Borrowers, FRF, as Administrative Agent and Collateral Agent for the Lenders, Fleet National Bank, as Issuing Bank, Congress Financial Corporation (Western), as Co-Agent, and Fleet Securities Inc., as Syndication Agent and Arranger, and the Lenders. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Obligations, Assignor hereby creates a security interest in favor of the Collateral Agent (for the benefit of the Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of, and during the continuance of, an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for

past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

The TM Collateral shall not include: (a) any rights or property acquired under a license or contract right that prohibits Liens on or collateral assignments of such rights or property, provided that the proceeds therefrom shall not be excluded from the definition of TM Collateral to the extent that the assignment of such proceeds is not prohibited, or (b) any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would void the same.

3. **PROTECTION OF MARKS BY ASSIGNOR:** Assignor shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "Marks"):

(a) Except for Marks that become obsolete, abandoned, or where such renewal is economically impractical in the reasonable discretion of the Assignor, pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At Assignor's sole cost, expense, and risk, take any and all action which Assignor deems desirable to protect the Marks, including, without limitation, but subject to Assignor's discretion, the prosecution and defense of infringement actions.

4. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by Assignor.

(b) All TM Collateral is and shall remain, free and clear of all Liens, encumbrances, or security interests to any Person other than to the Collateral Agent.

(c) Concurrent with the delivery of the quarterly financial statements required to be delivered by the Lead Borrower pursuant to Section 5.01(b) of the Credit Agreement, the Lead Borrower shall give the Collateral Agent written notice (with reasonable detail) of the occurrence, during the most recently completed fiscal quarter of the Lead Borrower, of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

5 AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(b) Assignor hereby authorizes the Collateral Agent to take all such action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. ASSIGNOR'S RIGHTS TO ENFORCE MARKS: Prior to the Collateral Agent's giving of notice to Assignor following the occurrence and during the continuance of an Event of Default, Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, provided, however:

(a) Assignor first provides the Collateral Agent with written notice of Assignor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by Assignor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to Assignor may terminate or limit Assignor's rights under this Section 6.

7. COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS: In the event of

(a) Assignor's failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by Assignor to perform any of Assignor's Obligations set forth in Section 3; and/or

(b) the occurrence and during the continuance of any Event of Default, the Collateral Agent, acting in its own name, on behalf of the Secured Parties, or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Collateral Agents' own right in connection therewith.

8. RIGHTS UPON DEFAULT: Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, on behalf of the Secured Parties, may exercise all rights and remedies of a secured party upon the occurrence and during the continuance of a

default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

9. COLLATERAL AGENT AS ATTORNEY IN FACT:

(a) Assignor hereby irrevocably constitutes and designates the Collateral Agent as and for Assignor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).

(ii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until this TM Security Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for losses, claims, damages, liabilities or related expenses resulting from the Collateral Agent's or the Secured Parties' gross negligence or willful misconduct, or the gross negligence or willful misconduct of any Affiliate of the Collateral Agent or the Secured Parties, or any officer, director, employee, advisor or agent of the Collateral Agent or the Secured Parties, or any Affiliate of the Collateral Agent or the Secured Parties.

10. COLLATERAL AGENT'S RIGHTS:

(a) Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this TM Security Agreement and under the Credit Agreement shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this TM Security Agreement, the Credit Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

11. INTENT: It is intended that this TM Security Agreement supplement the Credit Agreement. All provisions of the Credit Agreement shall apply to the Marks. The Collateral Agent, on behalf of the Secured Parties, shall have the same rights, remedies, powers,

privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this TM Security Agreement and the Credit Agreement, the terms of this TM Security Agreement shall control with respect to the TM Collateral and the Credit Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this TM Security Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Assignors and the Collateral Agent respectively have caused this TM Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

PETSMART, INC.
("Assignor")

By _____
Name _____
Title _____

FLEET RETAIL GROUP, INC.
("Collateral Agent")

By [Signature]
Name North Venkatesan
Title Vice President

PETSMART STORE SUPPORT GROUP, INC.
("Assignor")

By _____
Name _____
Title _____

The State of _____ November __, 2003
County of _____

Then personally appeared before mewho acknowledged that such person is the duly authorized of PETSMART, INC. and that such person had executed the foregoing instrument on its behalf.

_____, Notary Public
My Commission Expires:

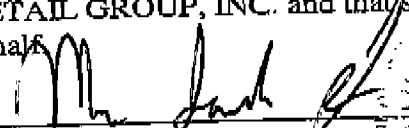
The State of _____ November __, 2003
County of _____

Then personally appeared before mewho acknowledged that such person is the duly authorized of PETSMART STORE SUPPORT GROUP, INC. and that such person had executed the foregoing instrument on its behalf.

_____, Notary Public
My Commission Expires:

The Commonwealth of Massachusetts
County of Suffolk November 20 2003

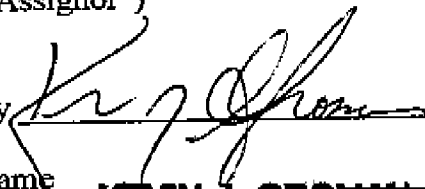
Then personally appeared before me Kath Vercauteren who acknowledged that such person is the duly authorized Vice President of FLEET RETAIL GROUP, INC. and that such person had executed the foregoing instrument on its behalf.


_____, Notary Public
My Commission Expires:

Mark Jonathan Forti
NOTARY PUBLIC
My commission expires Apr. 1, 2005

IN WITNESS WHEREOF, Assignors and the Collateral Agent respectively have caused this TM Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

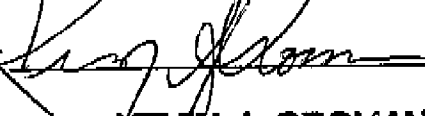
PETSMART, INC.
("Assignor")

By 
Name KEVIN J. GROMAN
Assistant Secretary
Title _____

FLEET RETAIL GROUP, INC.
("Collateral Agent")

By _____
Name _____
Title _____

PETSMART STORE SUPPORT GROUP, INC.
("Assignor")

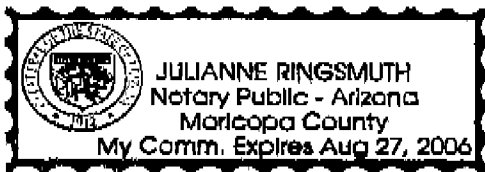
By 
Name KEVIN J. GROMAN
Assistant Secretary
Title _____

The State of Arizona

County of Maricopa

November 21, 2003

Then personally appeared before me Kevin Groman who acknowledged that such person is the duly authorized Assistant Secretary of PETSMART, INC. and that such person had executed the foregoing instrument on its behalf.



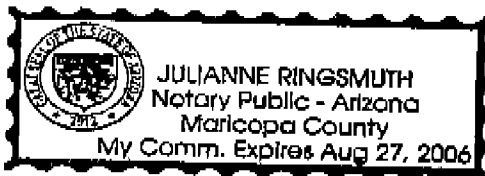
Julianne Ringsmuth
Julianne Ringsmuth, Notary Public
My Commission Expires: August 27, 2006

The State of Arizona

County of Maricopa

November 21, 2003

Then personally appeared before me Kevin Groman who acknowledged that such person is the duly authorized Assistant Secretary of PETSMART STORE SUPPORT GROUP, INC. and that such person had executed the foregoing instrument on its behalf.



Julianne Ringsmuth
Julianne Ringsmuth, Notary Public
My Commission Expires: August 27, 2006

The Commonwealth of Massachusetts

County of Suffolk

November __, 2003

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of FLEET RETAIL GROUP, INC. and that such person had executed the foregoing instrument on its behalf.

_____, Notary Public
My Commission Expires:

EXHIBIT

REGISTERED TRADEMARKS

PETsMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
ALL LIVING THINGS	United Kingdom	2167604	PETsMART, Inc.	27-Aug-1999
ALL LIVING THINGS	United States	2350602	PETsMART Store Support Group, Inc.	16-May-2000
ALL LIVING THINGS	United States	2402389	PETsMART Store Support Group, Inc.	07-Nov-2000
ALL YOU NEED FOR THE LIFE OF YOUR PET	United States	2570055	PETsMART Store Support Group, Inc.	14-May-2002
AUTHORITY	Canada	TMA577.577	PETsMART, Inc.	19-Mar-2003
AUTHORITY	European Community	182188	PETsMART, Inc.	07-Sep-1998
AUTHORITY	South Africa	98/13795	PETsMART, Inc.	05-Aug-1998
AUTHORITY	United Kingdom	2116065	PETsMART, Inc.	06-Apr-1999
AUTHORITY	United Kingdom	2021965	PETsMART, Inc.	04-Apr-1995
AUTHORITY	United States	1768199	PETsMART Store Support Group, Inc.	27-Apr-1993
AWARD	Australia	819852	PETsMART, Inc.	16-Nov-2001
AWARD	Barbados	81/12676	PETsMART, Inc.	12-Sep-2001
AWARD	United States	2234471	PETsMART Store Support Group, Inc.	23-Mar-1999
BARGAIN HOUND	Canada	TMA563960	PETsMART, Inc.	25-Jun-2002
BARGAIN HOUND	Japan	4443660	PETsMART, Inc.	05-Jan-2001
BARGAIN HOUND	South Africa	98/13794	PETsMART, Inc.	05-Aug-1998
BARGAIN HOUND	United Kingdom	2126707	PETsMART, Inc.	22-May-1998
BARGAIN HOUND	United States	2574288	PETsMART Store Support Group, Inc.	28-May-2002
BARGAIN HOUND	United States	2159759	PETsMART Store Support Group, Inc.	19-May-1998
BARGAIN HOUND	United States	2357849	PETsMART Store Support Group, Inc.	13-Jun-2000
BIRD PERCH BOARD	United States	2519727	PETsMART Store Support Group, Inc.	18-Dec-2001
BOUNCING BALL DESIGN	United States	2047937	PETsMART Store Support Group, Inc.	25-Mar-1997
CAMBRIDGE	Canada	TMA 488736	PETsMART, Inc.	30-Jan-1998
CAMBRIDGE	New Hampshire	7738	PETsMART, Inc.	11-Jan-1998
CAMBRIDGE	United States	1961600	PETsMART Store Support Group, Inc.	12-Mar-1996
CAMBRIDGE ULTRA	Canada	512448	PETsMART, Inc.	31-May-1999

EXHIBIT

REGISTERED TRADEMARKS

PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
CAMBRIDGE ULTRA	United States	2138124	State Line Tack, Inc.	24-Feb-1998
CANINE ELEMENTS	United Kingdom	2131579	PETSMART, Inc.	23-Apr-1999
CANINE ELEMENTS	United States	2357900	PETSMART Store Support Group, Inc.	13-Jun-2000
CAT'S WINDOW BOARD	United States	2519726	PETSMART Store Support Group, Inc.	18-Dec-2001
CHAT RAVI	Canada	514091	PETSMART, Inc.	09-Aug-1999
CHECK DESIGN	Canada	TMA537,007	PETSMART, Inc.	10-Nov-2000
CHECK DESIGN	European Community	710079	PETSMART, Inc.	17-Aug-1999
CHECK DESIGN	United Kingdom	2154474	PETSMART, Inc.	24-Dec-1997
CHECK DESIGN	United States	2162154	PETSMART Store Support Group, Inc.	02-Jun-1998
CHECK DESIGN	United States	2243580	PETSMART Store Support Group, Inc.	04-May-1999
CHEWMOMETER	Australia	813637	PETSMART, Inc.	28-Apr-2000
CHEWMOMETER	Canada	TMA565,286	PETSMART, Inc.	26-Jul-2002
CHEWMOMETER	European Community	1399286	PETSMART, Inc.	05-Mar-2001
CHEWMOMETER	Israel	132336	PETSMART, Inc.	06-Dec-2000
CHEWMOMETER	Japan	4398017	PETSMART, Inc.	07-Jul-2000
CHEWMOMETER	United Kingdom	2213985	PETSMART, Inc.	11-Nov-1999
CHEWMOMETER	United States	2439384	PETSMART Store Support Group, Inc.	27-Mar-2001
CHOOBLES	Canada	493551	PETSMART, Inc.	22-Apr-1998
COMPANION ROAD	Canada	532768	PETSMART, Inc.	15-Sep-2000
COMPANION ROAD	United Kingdom	2131587	PETSMART, Inc.	13-Feb-1998
COMPANION ROAD	United States	2161032	PETSMART Store Support Group, Inc.	26-May-1998
DEFY	United States	2248024	PETSMART Store Support Group, Inc.	25-May-1999
DENTLEY'S CHEWRITE	Canada	TMA529,357	PETSMART, Inc.	16-Jun-2000
DENTLEY'S CHEWRITE	United Kingdom	2131534	PETSMART, Inc.	02-May-1997
DENTLEY'S CHEWRITE	United States	2160998	PETSMART Store Support Group, Inc.	26-May-1998
DENTLEY'S CHEWRITE ULTRA	United States	2695965	PETSMART Store Support Group, Inc.	11-Mar-2003

EXHIBIT

REGISTERED TRADEMARKS

PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
DENTLEY'S CHOOBLES	United Kingdom	2131537	PETSMART, Inc.	02-May-1997
DOG DESIGN	United States	2047930	PETSMART Store Support Group, Inc.	25-Mar-1997
DOG HOUSE BOARD	United States	2519725	PETSMART Store Support Group, Inc.	18-Dec-2001
ESSEX	Canada	TMA507,006	PETSMART, Inc.	25-Jan-1999
ESSEX	United States	2126516	PETSMART, Inc.	06-Jan-1998
EXQUISICAT	European Community	182170	PETSMART, Inc.	07-Sep-1998
EXQUISICAT	United Kingdom	2116063	PETSMART, Inc.	11-Nov-1996
EXQUISICAT	United States	1972399	PETSMART Store Support Group, Inc.	07-May-1996
EXQUISICAT & Design	United States	2250418	PETSMART Store Support Group, Inc.	01-Jun-1999
EXQUISICAT	Canada	481530	PETSMART, Inc.	26-Aug-1997
EXQUISICAT	Canada	TMA550,729	PETSMART, Inc.	13-Sep-2001
EXQUISICAT	Japan	4467227	PETSMART, Inc.	13-Apr-2001
EXQUISICAT	South Africa	98/13802	PETSMART, Inc.	04-Mar-2002
EXQUISICAT	United States	2250416	PETSMART Store Support Group, Inc.	01-Jun-1999
EXQUISICAT	United States	2700572	PETSMART Store Support Group, Inc.	25-Mar-2003
EXQUISICAT	United States	2700573	PETSMART Store Support Group, Inc.	25-Mar-2003
EXQUISICAT	United States	2709511	PETSMART Store Support Group, Inc.	22-Apr-2003
EXQUISICAT & Design	United States	2250417	PETSMART Store Support Group, Inc.	01-Jun-1999
FELIN MIGNON	Canada	514092	PETSMART, Inc.	09-Aug-1999
FELINE ELEMENTS	United Kingdom	2131585	PETSMART, Inc.	23-Apr-1999
FINFIDO	Canada	514471	PETSMART, Inc.	16-Aug-1999
FISH TAILS BOARD	United States	2519728	PETSMART Store Support Group, Inc.	18-Dec-2001
FLEECY FRIENDS	Canada	505470	PETSMART, Inc.	14-Dec-1998
FLEECY FRIENDS	United Kingdom	2149130	PETSMART, Inc.	27-Oct-1997
FLEECY FRIENDS	United States	1943837	PETSMART Store Support Group, Inc.	26-Dec-1995
FOR THE CAT YOU ADORE	United States	2421666	PETSMART Store Support Group, Inc.	16-Jan-2001

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REGISTERED TRADEMARKS

**PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations**

Trademark	Country	Registration Number	Owner	Registration Date
FOXBORO	Canada	TMA 484395	PETSMART, Inc.	22-Oct-1997
FOXBORO	United States	1993596	PETSMART Store Support Group, Inc.	13-Aug-1996
G GROOMAX & Design	United States	1890373	PETSMART Store Support Group, Inc.	18-Apr-1995
GOLD AWARD	Canada	TMA309,624	PETSMART, Inc.	27-Dec-1985
GRACEFUL FLIGHT	Canada	TMA510,000	PETSMART, Inc.	25-Mar-1999
GRACEFUL FLIGHT	Japan	4228624	PETSMART, Inc.	08-Jan-1999
GRACEFUL FLIGHT	United States	2145539	PETSMART Store Support Group, Inc.	17-Mar-1998
GROOMAX	Japan	4504244	PETSMART, Inc.	07-Sep-2001
GRREAT CHOICE	Canada	487574	PETSMART, Inc.	02-Jan-1998
GRREAT CHOICE	United States	1815480	PETSMART Store Support Group, Inc.	04-Jan-1994
GUARANTEED GRREAT CHOICE & Design	European Community	1426139	PETSMART, Inc.	07-Aug-2001
HAMPSTEAD	New Hampshire	7734	PETSMART, Inc.	11-Jan-1998
HEALTHY DOG	United States	2721463	PETSMART Store Support Group, Inc.	03-Jun-2003
HERP ROCK BOARD	United States	2519729	PETSMART Store Support Group, Inc.	18-Dec-2001
LIL' PAW	Canada	482310	PETSMART, Inc.	10-Sep-1997
LIL' PAW	United States	1985100	PETSMART Store Support Group, Inc.	09-Jul-1996
LIL BITES	United States	2072215	PETSMART Store Support Group, Inc.	17-Jun-1997
LUV-A-PET	California	41981	PETSMART, Inc.	24-May-1993
LUV-A-PET	Canada	TMA510,576	PETSMART, Inc.	09-Apr-1999
LUV-A-PET	European Community	182121	PETSMART, Inc.	02-Feb-1999
LUV-A-PET	United Kingdom	2115271	PETSMART, Inc.	11-Nov-1996
MISCHIEF	Japan	4474188	PETSMART, Inc.	11-May-2001
MISCHIEF	South Africa	2000/010214	PETSMART, Inc.	23-May-2000
MISCHIEF	United Kingdom	2174060	PETSMART, Inc.	05-Aug-1998
MISTER MOGGIE	United Kingdom	2183089	PETSMART, Inc.	07-May-1999
NATURE'S OWN	United Kingdom	2143003	PETSMART, Inc.	26-Aug-1997

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**PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations**

Trademark	Country	Registration Number	Owner	Registration Date
NEWBURY	Canada	493518	PETSMART, Inc.	22-Apr-1998
NEWBURY	New Hampshire	7735	PETSMART, Inc.	11-Jan-1998
NEWBURY	United States	1985154	PETSMART Store Support Group, Inc.	09-Jul-1996
NOTTINGHAM	Canada	TMA549,686	PETSMART, Inc.	10-Aug-2001
NOTTINGHAM	New Hampshire	7743	PETSMART, Inc.	11-Jan-1998
NOTTINGHAM	United States	1563361	PETSMART Store Support Group, Inc.	31-Oct-1989
NOTTINGHAM	United States	2193082	PETSMART Store Support Group, Inc.	06-Oct-1998
NOTTINGHAM	United States	2168771	PETSMART Store Support Group, Inc.	30-Jun-1998
NUTRA-TECH	Canada	341297	PETSMART, Inc.	03-Jun-1988
NUTRATECH & Design	Canada	489152	PETSMART, Inc.	03-Feb-1998
NUTRIPHASE	Australia	806437	PETSMART, Inc.	13-Oct-2000
NUTRIPHASE	Canada	TMA509,999	PETSMART, Inc.	25-Mar-1999
NUTRIPHASE	European Community	597096	PETSMART, Inc.	01-Mar-1999
NUTRIPHASE	Hong Kong	2457	PETSMART, Inc.	02-Aug-2000
NUTRIPHASE	Israel	134073	PETSMART, Inc.	17-Jan-2000
NUTRIPHASE	Japan	4253221	PETSMART, Inc.	19-Mar-1999
NUTRIPHASE	Mexico	676872	PETSMART, Inc.	31-Oct-2000
NUTRIPHASE	New Zealand	606556	PETSMART, Inc.	13-Jan-2000
NUTRIPHASE	Singapore	T00/07149B	PETSMART, Inc.	25-Jul-2001
NUTRIPHASE	South Africa	98/13796	PETSMART, Inc.	04-Mar-2002
NUTRIPHASE	United Kingdom	2131565	PETSMART, Inc.	02-May-1997
NUTRIPHASE	United States	2123928	PETSMART Store Support Group, Inc.	23-Dec-1997
PAW DESIGN	United States	2430906	PETSMART Store Support Group, Inc.	27-Feb-2001
PAWSPECTIVES	United States	2648171	PETSMART Store Support Group, Inc.	12-Nov-2002
PET CITY	Ireland	221652	PETSMART, Inc.	23-Feb-2001
PET CITY	United Kingdom	1534435	PETSMART, Inc.	29-Apr-1993

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PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
PET CITY	United Kingdom	1534436	PETSMART, Inc.	29-Apr-1993
PET FAMILY QUILT	United States	2519724	PETSMART Store Support Group, Inc.	18-Dec-2001
PETCO	United Kingdom	2021963	PETSMART, Inc.	04-Apr-1995
PETSHOTEL PLUS	United States	2175621	PETSMART Store Support Group, Inc.	21-Jul-1998
PETSMART	Australia	832473	PETSMART, Inc.	26-Nov-2001
PETSMART	Ireland	221213	PETSMART, Inc.	23-Feb-2001
PETSMART	United States	1559337	PETSMART Store Support Group, Inc.	03-Oct-1989
PETSMART	United States	1914862	PETSMART Store Support Group, Inc.	25-Aug-1995
PETSMART & Bouncing Ball Design	United States	1751656	PETSMART Store Support Group, Inc.	09-Feb-1993
PETSMART & Bouncing Ball Design (Color)	United States	2003185	PETSMART Store Support Group, Inc.	24-Sep-1996
PETSMART & Design	Austria	171.581	PETSMART, Inc.	16-Sep-1997
PETSMART & Design	Benelux	533126	PETSMART, Inc.	24-May-1993
PETSMART & Design	Brazil	819175099	PETSMART, Inc.	29-Dec-1998
PETSMART & Design	Brazil	819175102	PETSMART, Inc.	29-Dec-1998
PETSMART & Design	Canada	474251	PETSMART, Inc.	07-Apr-1997
PETSMART & Design	Canada	TMA586,482	PETSMART, Inc.	01-Aug-2003
PETSMART & Design	Chile	477.1	PETSMART, Inc.	17-Jan-1997
PETSMART & Design	Chile	340.101	PETSMART, Inc.	17-Jan-1997
PETSMART & Design	Chile	477.102	PETSMART, Inc.	17-Jan-1997
PETSMART & Design	Costa Rica	97993	PETSMART, Inc.	22-Nov-1996
PETSMART & Design	Czech Republic	212571	PETSMART, Inc.	28-Sep-1998
PETSMART & Design	Denmark	2000 03052	PETSMART, Inc.	30-Jun-2000
PETSMART & Design	Dominican Republic	84421	PETSMART, Inc.	15-Jun-1996
PETSMART & Design	Dominican Republic	84511	PETSMART, Inc.	
PETSMART & Design	Egypt	105108	PETSMART, Inc.	12-Feb-1997
PETSMART & Design	European Community	182105	PETSMART, Inc.	04-Jul-1999

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PETSMART, Inc. and Subsidiaries
 U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
PETSMART & Design	Finland	209002	PETSMART, Inc.	30-Jan-1998
PETSMART & Design	France	93/497203	PETSMART, Inc.	17-Dec-1993
PETSMART & Design	Germany	2101210	PETSMART, Inc.	24-Sep-1996
PETSMART & Design	Greece	128734	PETSMART, Inc.	17-Mar-1998
PETSMART & Design	Guatemala	88005	PETSMART, Inc.	14-Nov-1997
PETSMART & Design	Hong Kong	B04344/1999	PETSMART, Inc.	12-Apr-1999
PETSMART & Design	Iceland	906/1997	PETSMART, Inc.	24-Jul-1997
PETSMART & Design	Ireland	200610	PETSMART, Inc.	01-Jul-1996
PETSMART & Design	Israel	110407	PETSMART, Inc.	08-Mar-1999
PETSMART & Design	Israel	110408	PETSMART, Inc.	08-Mar-1999
PETSMART & Design	Israel	110409	PETSMART, Inc.	07-Jun-1999
PETSMART & Design	Israel	122469	PETSMART, Inc.	06-Jul-2000
PETSMART & Design	Italy	660.723	PETSMART, Inc.	17-Oct-1995
PETSMART & Design	Japan	4093798	PETSMART, Inc.	19-Dec-1997
PETSMART & Design	Kuwait	32904	PETSMART, Inc.	18-Jun-1997
PETSMART & Design	Mexico	453616	PETSMART, Inc.	04-Mar-1994
PETSMART & Design	New Zealand	B227109	PETSMART, Inc.	21-May-1993
PETSMART & Design	Nicaragua	32,386 C.C	PETSMART, Inc.	05-Nov-1996
PETSMART & Design	Panama	81120	PETSMART, Inc.	03-Jun-1996
PETSMART & Design	Peru	7999	PETSMART, Inc.	16-Aug-1996
PETSMART & Design	Philippines	41996-109665	PETSMART, Inc.	12-Mar-2001
PETSMART & Design	Poland	117952	PETSMART, Inc.	19-Feb-1997
PETSMART & Design	Portugal	314.349	PETSMART, Inc.	09-Sep-1996
PETSMART & Design	Russian Federation	164447	PETSMART, Inc.	15-May-1998
PETSMART & Design	Saudi Arabia	527073	PETSMART, Inc.	30-Dec-1998
PETSMART & Design	Saudi Arabia	458/87	PETSMART, Inc.	24-Jan-1999

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**PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations**

Trademark	Country	Registration Number	Owner	Registration Date
PETSMART & Design	Saudi Arabia	456/13	PETSMART, Inc.	30-Dec-1998
PETSMART & Design	South Africa	97/01982	PETSMART, Inc.	10-Feb-1997
PETSMART & Design	South Africa	97/01983	PETSMART, Inc.	10-Feb-1997
PETSMART & Design	South Africa	97/01984	PETSMART, Inc.	10-Feb-1997
PETSMART & Design	Spain	1.795.187/9	PETSMART, Inc.	11-Jul-1995
PETSMART & Design	Sweden	300519	PETSMART, Inc.	13-Apr-1995
PETSMART & Design	Switzerland	412204	PETSMART, Inc.	21-May-1993
PETSMART & Design	Taiwan	86168	PETSMART, Inc.	01-Nov-1996
PETSMART & Design	United Arab Emirates	20587	PETSMART, Inc.	24-Apr-1999
PETSMART & Design	United Kingdom	2115265	PETSMART, Inc.	11-Nov-1996
PETSMART & Design	United Kingdom	B1571365	PETSMART, Inc.	10-May-1994
PETSMART & Design	United States	2586029	PETSMART Store Support Group, Inc.	25-Jun-2002
PETSMART & Design	United States	1931098	PETSMART Store Support Group, Inc.	31-Oct-1995
PETSMART & Design	Venezuela	12570-96	PETSMART, Inc.	06-Aug-1997
PETSMART (Stylized) & Design	United States	2586028	PETSMART Store Support Group, Inc.	25-Jun-2002
PETSMART HOLIDAY VILLAGE	United States	2776939	PETSMART Store Support Group, Inc.	21-Oct-2003
PETSMART WHERE PETS ARE FAMILY	United Kingdom	2157316	PETSMART, Inc.	09-Apr-1999
PETSMART.COM	Australia	813639	PETSMART, Inc.	26-Nov-2001
PETSMART.COM	Canada	TMA565,289	PETSMART, Inc.	26-Jul-2002
PETSMART.COM	European Community	1399351	PETSMART, Inc.	26-Feb-2001
PETSMART.COM	Israel	132338	PETSMART, Inc.	02-May-2001
PETSMART.COM	Israel	132339	PETSMART, Inc.	02-May-2001
PETSMART.COM	United Kingdom	2215445	PETSMART, Inc.	25-Nov-1999
PETSMART.COM	United States	2434196	PETSMART Store Support Group, Inc.	06-Mar-2001
PETSTUFF	Australia	835550	PETSMART, Inc.	17-May-2000
PETSTUFF	Israel	138125	PETSMART, Inc.	04-Mar-2002

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**PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations**

Trademark	Country	Registration Number	Owner	Registration Date
PETSTUFF & Design	Australia	704148	PETSMART, Inc.	09-May-1997
PETSTUFF & Design	European Community	182212	PETSMART, Inc.	02-Mar-1999
PETSTUFF & Design	Japan	4445602	PETSMART, Inc.	19-Jan-2001
PETSTUFF & Design	Japan	4427623	PETSMART, Inc.	27-Oct-2000
PETSTUFF & Design	Mexico	574218	PETSMART, Inc.	31-Mar-1998
PETSTUFF YOUR PETS' AND DESIGN	Canada	499512	PETSMART, Inc.	27-Aug-1998
PETSTUFF YOUR PETS/DES	United States	1897071	PETSMART Store Support Group, Inc.	30-May-1995
PETWISE & Design	United States	1701031	PETSMART, Inc.	14-Jul-1992
PETZAZZ	Australia	835549	PETSMART, Inc.	24-Sep-2001
PETZAZZ	Canada	TMA536,831	PETSMART, Inc.	07-Nov-2000
PETZAZZ	European Community	1709328	PETSMART, Inc.	06-Sep-2001
PETZAZZ	Israel	138123	PETSMART, Inc.	12-Nov-2001
PETZAZZ	Israel	138121	PETSMART, Inc.	12-Nov-2001
PETZAZZ	Israel	138123	PETSMART, Inc.	12-Nov-2001
PETZAZZ	Israel	138124	PETSMART, Inc.	02-Jan-2002
PETZAZZ	Japan	4453656	PETSMART, Inc.	16-Feb-2001
PETZAZZ	New Zealand	616202	PETSMART, Inc.	06-Jun-2000
PETZAZZ	New Zealand	616203	PETSMART, Inc.	06-Jun-2000
PETZAZZ	New Zealand	616204	PETSMART, Inc.	06-Jun-2000
PETZAZZ	New Zealand	616205	PETSMART, Inc.	06-Jun-2000
PETZAZZ	South Africa	99/00940	PETSMART, Inc.	22-Jan-1999
PETZAZZ	United Kingdom	2134603	PETSMART, Inc.	02-Jun-1997
PETZAZZ	United States	2162854	PETSMART Store Support Group, Inc.	02-Jun-1998
PETZAZZ	United States	2400454	PETSMART Store Support Group, Inc.	31-Oct-2000
PETZAZZ	United States	2373328	PETSMART Store Support Group, Inc.	01-Aug-2000
PROQUATICS	Canada	TMA526,148	PETSMART, Inc.	30-Mar-2000

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**PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations**

Trademark	Country	Registration Number	Owner	Registration Date
PROQUATICS	European Community	182089	PETSMART, Inc.	23-Oct-1998
PROQUATICS	United Kingdom	2115245	PETSMART, Inc.	11-Nov-1996
PROQUATICS	United States	2242917	PETSMART Store Support Group, Inc.	04-May-1999
PROQUATICS	United States	2476276	PETSMART Store Support Group, Inc.	07-Aug-2001
PROQUATICS	United States	2625472	PETSMART Store Support Group, Inc.	24-Sep-2002
PROQUATICS	United States	2455988	PETSMART Store Support Group, Inc.	29-May-2001
R.C. STEELE	United States	1543985	PETSMART, Inc.	13-Jun-1989
ROCKINGHAM	New Hampshire	7736	PETSMART, Inc.	11-Jan-1988
RUFF N' ROLLY	United States	1922239	PETSMART Store Support Group, Inc.	26-Sep-1995
SANTA CLAWS	Canada	482522	PETSMART, Inc.	12-Sep-1997
SANTA CLAWS	United States	1614449	PETSMART Store Support Group, Inc.	18-Sep-1990
SANTA PAWS	United Kingdom	2150389	PETSMART, Inc.	07-Nov-1997
SAVOY	New Hampshire	7742	PETSMART, Inc.	11-Jan-1988
SHAREABLES FOR ME & MY PAL	European Community	1447333	PETSMART, Inc.	12-Mar-2001
SHAREABLES FOR ME & MY PAL	Japan	4441868	PETSMART, Inc.	22-Dec-2000
SHAREABLES FOR ME & MY PAL	South Africa	2000/00295	PETSMART, Inc.	10-Jan-2000
SHAREABLES FOR ME & MY PAL	South Africa	2000/00294	PETSMART, Inc.	10-Jan-2000
SHAREABLES FOR ME & MY PAL	South Africa	2000/00293	PETSMART, Inc.	10-Jan-2000
SHAREABLES FOR ME & MY PAL	South Africa	2000/00292	PETSMART, Inc.	10-Jan-2000
SHAREABLES FOR ME & MY PAL	United States	2470464	PETSMART Store Support Group, Inc.	17-Jul-2001
SHAREABLES FOR ME AND MY PAL	Australia	818838	PETSMART, Inc.	22-Jul-2002
SMALL ANIMAL BOARD	United States	2489692	PETSMART Store Support Group, Inc.	11-Sep-2001
SMART PET OF THE DAY	United States	2501934	PETSMART Store Support Group, Inc.	30-Oct-2001
SMARTPETS	United Kingdom	2252873	PETSMART, Inc.	16-Nov-2000
SOPHISTA CAT	United States	1859903	PETSMART Store Support Group, Inc.	25-Oct-1994
SOPHISTACAT	European Community	182063	PETSMART, Inc.	02-Feb-1999

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PETSMART, Inc. and Subsidiaries
 U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
SOPHISTACAT	Japan	4280427	PETSMART, Inc.	04-Jun-1999
SOPHISTACAT	South Africa	98/13856	PETSMART, Inc.	04-Mar-2002
SOPHISTA-CAT	Canada	514784	PETSMART, Inc.	18-Aug-1999
SOPHISTICAT	Canada	293794	PETSMART, Inc.	03-Aug-1984
SPORTING DOG SPECIALTIES	United States	1570351	PETSMART, Inc.	05-Dec-1989
STATE LINE TACK & DESIGN	Canada	TMA 483624	PETSMART, Inc.	06-Oct-1997
STATE LINE TACK & DESIGN	United States	1318701	PETSMART Store Support Group, Inc.	05-Feb-1985
STATE LINE TACK THE DISCOUNT TACK STORE	United States	2068564	PETSMART Store Support Group, Inc.	10-Jun-1997
STATE LINE TACK WESTERN & Design	United States	2001466	PETSMART Store Support Group, Inc.	17-Sep-1996
STEP BY STEP	United Kingdom	2131569	PETSMART, Inc.	05-Jun-1998
STEP BY STEP	United States	2316975	PETSMART Store Support Group, Inc.	08-Feb-2000
SUPER PIF	Canada	520930	PETSMART, Inc.	23-Dec-1999
THE BRENTWOOD	United States	2593320	PETSMART Store Support Group, Inc.	16-Jul-2002
THE PET FOOD GIANT & Design	New Jersey	No number	PETSMART, Inc.	31-Dec-1990
THE PET FOOD GIANT & Design	New York	S 12398	PETSMART, Inc.	28-Dec-1990
TOP FIN	Canada	482535	PETSMART, Inc.	15-Sep-1997
TOP FIN	European Community	182048	PETSMART, Inc.	23-Oct-1998
TOP FIN	Japan	4475535	PETSMART, Inc.	18-May-2001
TOP FIN	United Kingdom	2115240	PETSMART, Inc.	11-Nov-1996
TOP FIN	United States	1926192	PETSMART Store Support Group, Inc.	10-Oct-1995
TOP PAW	Australia	834657	PETSMART, Inc.	17-Apr-2001
TOP PAW	Canada	482534	PETSMART, Inc.	15-Sep-1997
TOP PAW	European Community	182006	PETSMART, Inc.	01-Apr-1996
TOP PAW	Israel	138126	PETSMART, Inc.	04-Mar-2002
TOP PAW	Israel	138127	PETSMART, Inc.	04-Mar-2002
TOP PAW	Israel	138128	PETSMART, Inc.	04-Mar-2002

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PETSMART, Inc. and Subsidiaries
U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
TOP PAW	Japan	4450771	PETSMART, Inc.	02-Feb-2001
TOP PAW	New Zealand	61697	PETSMART, Inc.	06-Jun-2000
TOP PAW	New Zealand	616196	PETSMART, Inc.	09-Oct-2001
TOP PAW	New Zealand	616198	PETSMART, Inc.	06-Jun-2000
TOP PAW	New Zealand	616199	PETSMART, Inc.	06-Jun-2000
TOP PAW	South Africa	98/13797	PETSMART, Inc.	05-Aug-1998
TOP PAW	South Africa	98/13798	PETSMART, Inc.	05-Aug-1998
TOP PAW	South Africa	98/13799	PETSMART, Inc.	05-Aug-1998
TOP PAW	South Africa	98/13800	PETSMART, Inc.	05-Aug-1998
TOP PAW	United Kingdom	2115236	PETSMART, Inc.	20-Mar-1998
TOP PAW	United States	1834630	PETSMART Store Support Group, Inc.	03-May-1994
TOP WING	Canada	504609	PETSMART, Inc.	25-Nov-1998
TOP WING	Japan	4446729	PETSMART, Inc.	19-Jan-2001
TOP WING	South Africa	1999/00938	PETSMART, Inc.	22-Jan-1999
TOP WING	South Africa	1999/00939	PETSMART, Inc.	22-Jan-1999
TOP WING	United Kingdom	2131533	PETSMART, Inc.	02-May-1997
TOP WING	United States	2015642	PETSMART Store Support Group, Inc.	12-Nov-1996
TOYSHOPPE & Cat Design	Australia	819258	PETSMART, Inc.	06-Jan-2000
TOYSHOPPE & Car Design	European Community	1461219	PETSMART, Inc.	21-May-2001
TOYSHOPPE & Cat Design	Israel	134258	PETSMART, Inc.	26-Jan-2000
TOYSHOPPE & Cat Design	Japan	4411949	PETSMART, Inc.	25-Aug-2000
TOYSHOPPE & Cat Design	New Zealand	606233	PETSMART, Inc.	02-Aug-1999
TOYSHOPPE & Cat Design	United States	2476470	PETSMART Store Support Group, Inc.	01-Aug-2001
TOYSHOPPE & Dog Design	Australia	819259	PETSMART, Inc.	06-Jan-2000
TOYSHOPPE & Dog Design	European Community	1452051	PETSMART, Inc.	21-Mar-2001
TOYSHOPPE & Dog Design	Israel	134259	PETSMART, Inc.	26-Jan-2000

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PETSMART, Inc. and Subsidiaries
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Trademark	Country	Registration Number	Owner	Registration Date
TOYSHOPPE & Dog Design	Japan	4411948	PETSMART, Inc.	25-Aug-2000
TOYSHOPPE & Dog Design	New Zealand	606232	PETSMART, Inc.	02-Aug-1999
TOYSHOPPE & Dog Design	United States	2476469	PETSMART Store Support Group, Inc.	07-Aug-2001
TUGS OF FUN	United Kingdom	2134877	PETSMART, Inc.	04-Jun-1997
UNLOCK THE FUN	Australia	813638	PETSMART, Inc.	28-Apr-2000
UNLOCK THE FUN	Canada	TMA565,290	PETSMART, Inc.	26-Jul-2002
UNLOCK THE FUN	European Community	1399310	PETSMART, Inc.	21-Feb-2001
UNLOCK THE FUN	Israel	132337	PETSMART, Inc.	05-Mar-2001
UNLOCK THE FUN	Japan	4398021	PETSMART, Inc.	07-Jul-2000
UNLOCK THE FUN	United Kingdom	2215444	PETSMART, Inc.	25-Nov-1999
UNLOCK THE FUN	United States	2525692	PETSMART Store Support Group, Inc.	01-Jan-2002
UNLOCK THE FUN	United States	2525692	PETSMART Store Support Group, Inc.	01-Jan-2002
VAHLE'S PET STUFF & Design	United States	1196969	PETSMART, Inc.	01-Jun-1982
VAHLE'S PET STUFF & Design	United States	1370659	PETSMART, Inc.	12-Nov-1985
VETMART & Design	Texas	49441	PETSMART, Inc.	15-Jun-1989
VETMART & Design	United States	1578361	PETSMART Store Support Group, Inc.	16-Jan-1990
VETSMART	California	44757	PETSMART, Inc.	23-Jun-1995
VETSMART	Canada	TMA586,318	PETSMART, Inc.	31-Jul-2003
VETSMART	European Community	181974	PETSMART, Inc.	14-Oct-1999
VETSMART	Florida	T93,256	PETSMART, Inc.	31-May-1996
VETSMART	Illinois	75750	PETSMART, Inc.	23-Dec-1994
VETSMART	Japan	4347760	PETSMART, Inc.	24-Dec-1999
VETSMART	Maryland	1996/00013	PETSMART, Inc.	05-Sep-1996
VETSMART	Minnesota	25309	PETSMART, Inc.	03-Sep-1996
VETSMART	Nebraska	ROLL96-12819	PETSMART, Inc.	07-Jun-1996
VETSMART	Oregon	S-28896	PETSMART, Inc.	22-Dec-1994

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PETSMART, Inc. and Subsidiaries
 U.S. and International Trademark Registrations

Trademark	Country	Registration Number	Owner	Registration Date
VETSMART	United Kingdom	2115229	PETSMART, Inc.	11-Nov-1996
VETSMART	United States	2463058	PETSMART Store Support Group, Inc.	26-Jun-2001
VETSMART	United States	2463055	PETSMART Store Support Group, Inc.	26-Jun-2001
VETSMART	Virginia	2722	PETSMART, Inc.	04-Jun-1996
VETSMART	Washington	23773	PETSMART, Inc.	09-Jan-1995
WHERE HIGH PRICES HAVE BEEN	United States	1617226	PETSMART, Inc.	09-Oct-1990
WHERE PETS ARE FAMILY	Canada	504552	PETSMART, Inc.	24-Nov-1998
WHERE PETS ARE FAMILY	United Kingdom	2116060A	PETSMART, Inc.	20-Mar-1998
WHERE PETS ARE FAMILY	United States	1962411	PETSMART Store Support Group, Inc.	12-Mar-1996
WHERE PETS FIND FAMILIES	Canada	TMA565,266	PETSMART, Inc.	26-Jul-2002
WHERE PETS FIND FAMILIES	United States	2316558	PETSMART Store Support Group, Inc.	08-Feb-2000
WHERE PETS FIND FAMILIES	United States	2316548	PETSMART Store Support Group, Inc.	08-Feb-2000
WHISKER CITY	Canada	TMA510,579	PETSMART, Inc.	09-Apr-1999
WHISKER CITY	United States	2724232	PETSMART Store Support Group, Inc.	10-Jun-2003
WHISKER CITY	United States	1974181	PETSMART Store Support Group, Inc.	14-May-1996
WIESE	United States	1825647	PETSMART Store Support Group, Inc.	08-Mar-1994

EXHIBIT

PENDING TRADEMARK REGISTRATIONS

PETsMART, Inc. and Subsidiaries
U.S. and International Trademark Applications

Trademark	Country	Application Number	Owner	File Date
A SMARTER WAY TO CARE ON EVERY CORNER	United States	78/170,275	PETsMART Store Support Group, Inc.	02-Oct-2002
ALL LIVING THINGS	Canada	1109034	PETsMART, Inc.	10-Jul-2001
ALL LIVING THINGS	United States	75/395,860	PETsMART Store Support Group, Inc.	25-Nov-1997
AUTHORITY	Canada	770114	PETsMART, Inc.	05-Dec-1994
AWARD	Canada	1081569	PETsMART, Inc.	06-Nov-2000
CHEWMOMETER	South Africa	99/21026	PETsMART, Inc.	11-Nov-1999
GROOMAX	South Africa	2000/11435	PETsMART, Inc.	06-Jun-2000
GROOMAX	South Africa	2000/11436	PETsMART, Inc.	06-Jun-2000
GROOMAX	South Africa	2000/11434	PETsMART, Inc.	06-Jun-2000
GRREAT CHOICE	South Africa	98/13801	PETsMART, Inc.	05-Aug-1998
KIBIBBLES!	United States	78/250,656	PETsMART Store Support Group, Inc.	16-May-2003
NUTRIPHASE	Brazil	822627850	PETsMART, Inc.	12-Apr-2000
PETPERKS	Canada	1188336	PETsMART, Inc.	04-Sep-2003
PETPERKS	United States	78/026,051	PETsMART Store Support Group, Inc.	15-Sep-2000
PETSHOTEL & Design	United States	78/118,477	PETsMART Store Support Group, Inc.	29-Mar-2002
PETSMART & Design	Argentina	2017374	PETsMART, Inc.	15-Jan-1996
PETSMART & Design	Argentina	2017375	PETsMART, Inc.	15-Jan-1996
PETSMART & Design	Colombia	96.018.775	PETsMART, Inc.	18-Apr-1996
PETSMART & Design	Egypt	105109	PETsMART, Inc.	12-Feb-1997
PETSMART & Design	Egypt	105110	PETsMART, Inc.	12-Feb-1997
PETSMART & Design	India	733031	PETsMART, Inc.	06-Feb-1997
PETSMART & Design	India	733035	PETsMART, Inc.	06-Feb-1997
PETSMART & Design	India	733033	PETsMART, Inc.	06-Feb-1997
PETSMART & Design	India	733032	PETsMART, Inc.	06-Feb-1997
PETSMART & Design	Malaysia	96/03644	PETsMART, Inc.	10-Apr-1996
PETSMART & Design	Malaysia	96/03645	PETsMART, Inc.	10-Apr-1996

EXHIBIT

PENDING TRADEMARK REGISTRATIONS

**PETSMART, Inc. and Subsidiaries
 U.S. and International Trademark Applications**

Trademark	Country	Application Number	Owner	File Date
PETSMART & Design	Malaysia	96/03646	PETSMART, Inc.	10-Apr-1996
PETSMART & Design	Malaysia	96/03647	PETSMART, Inc.	10-Apr-1996
PETSMART & Design	Malaysia	96/03649	PETSMART, Inc.	10-Apr-1996
PETSMART & Design	Malaysia	96/03650	PETSMART, Inc.	10-Apr-1996
PETSMART & Design	Norway	970698	PETSMART, Inc.	28-Jan-1997
PETSMART & Design	Philippines	4-100-01752	PETSMART, Inc.	15-Mar-1999
PETSMART & Design	Singapore	T98/08388	PETSMART, Inc.	21-Aug-1998
PETSMART & Design	Singapore	1166/97	PETSMART, Inc.	31-Jan-1997
PETSMART & Design	Singapore	1167/97	PETSMART, Inc.	31-Jan-1997
PETSMART & Design	Singapore	8389/98	PETSMART, Inc.	21-Aug-1998
PETSMART & Design	United States	75/882223	PETSMART Store Support Group, Inc.	28-Dec-1999
PETSMART PREMIER	United States	78/137,206	PETSMART Store Support Group, Inc.	19-Jun-2002
PETSMART.COM	Japan	11-107504	PETSMART, Inc.	25-Nov-1999
PETSMART.COM	South Africa	99/21201	PETSMART, Inc.	16-Nov-1999
PETSMART.COM	South Africa	99/21202	PETSMART, Inc.	16-Nov-1999
PETSTUFF	South Africa	2000/10215-1	PETSMART, Inc.	23-May-2000
PETZAZZ	South Africa	99/00941	PETSMART, Inc.	22-Jan-1999
PETZAZZ	South Africa	99/00942	PETSMART, Inc.	22-Jan-1999
RESCUE WAGGIN	United States	78/328,002	PETSMART Store Support Group, Inc.	14-Nov-2003
TOP FIN	South Africa	2000/08696-7	PETSMART, Inc.	08-May-2000
TOYSHOPPE and Cat Design	Brazil	822546515	PETSMART, Inc.	02-Feb-2000
TOYSHOPPE and Cat Design	South Africa	2000/00310	PETSMART, Inc.	11-Jan-2000
TOYSHOPPE and Dog Design	Brazil	800546523	PETSMART, Inc.	02-Feb-2000
TOYSHOPPE and Dog Design	South Africa	2000/00311	PETSMART, Inc.	11-Jan-2000
UNLOCK THE FUN	South Africa	99/21027	PETSMART, Inc.	11-Nov-1999
YOUR BEST FRIEND FOR SAVINGS	Canada	1188335	PETSMART, Inc.	04-Sep-2003