

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Petsmart, Inc.		08/15/2007	CORPORATION: DELAWARE
Petsmart Store Support Group, Inc.		08/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	2974281	ALGAE THINS
Registration Number:	2350602	ALL LIVING THINGS
Registration Number:	2570035	ALL YOU NEED FOR THE LIFE OF YOUR PET
Registration Number:	1768199	AUTHORITY
Registration Number:	2234471	AWARD
Registration Number:	2357849	BARGAIN HOUND
Registration Number:	2574288	BARGAIN HOUND
Registration Number:	3177178	BONE BOOTH
Registration Number:	2047937	
Registration Number:	2162154	
Registration Number:	2243580	
Registration Number:	2439384	CHEWMOMETER
Registration Number:	3206288	CHEWS WISELY

CH \$1765.00 2974281

Registration Number:	2161032	COMPANION ROAD
Registration Number:	2160998	DENTLEY'S CHEWRITE
Registration Number:	2695965	DENTLEY'S CHEWRITE ULTRA
Registration Number:	2047930	
Registration Number:	2250416	EXQUISICAT
Registration Number:	2700572	EXQUISICAT
Registration Number:	2700573	EXQUISICAT
Registration Number:	2709511	EXQUISICAT
Registration Number:	2250417	EXQUISICAT
Registration Number:	1890373	G GROOMAX
Registration Number:	2145539	GRACEFUL FLIGHT
Registration Number:	1815480	GRREAT CHOICE
Registration Number:	2721463	HEALTHY DOG
Registration Number:	3139752	KIBIBBLES!
Registration Number:	2123928	NUTRIPHASE
Registration Number:	2648171	PAWSPECTIVES
Registration Number:	2519724	PET FAMILY QUILT
Registration Number:	2865599	PETPERKS
Registration Number:	3035037	PETPERKS
Registration Number:	2175621	PETSHOTEL PLUS
Registration Number:	1559337	PETSMART
Registration Number:	1751656	PETSMART
Registration Number:	2003185	PETSMART
Registration Number:	3196335	PETSMART
Registration Number:	3196334	PETSMART
Registration Number:	1931098	PETSMART CHARITIES
Registration Number:	2776939	PETSMART HOLIDAY VILLAGE
Registration Number:	3034344	PETSMART PETSHOTEL
Registration Number:	2686828	PETSMART PREMIER
Registration Number:	2434196	PETSMART.COM
Registration Number:	2242917	PROQUATICS
Registration Number:	2625472	PROQUATICS
Registration Number:	2995927	RESCUE WAGGIN
Registration Number:	1614449	SANTA CLAWS
Registration Number:	2501934	SMART PET OF THE DAY

Registration Number:	3156061	SMART PETS
Registration Number:	1859903	SOPHISTA CAT
Registration Number:	1926192	TOP FIN
Registration Number:	1834630	TOP PAW
Registration Number:	2015642	TOP WING
Registration Number:	2476470	TOYSHOPPE
Registration Number:	2476469	TOYSHOPPE
Registration Number:	2525692	UNLOCK THE FUN
Registration Number:	1578361	VETMART
Registration Number:	2463058	VETSMART
Registration Number:	2463055	VETSMART
Registration Number:	1962411	WHERE PETS ARE FAMILY
Registration Number:	2316558	WHERE PETS FIND FAMILIES
Registration Number:	2316548	WHERE PETS FIND FAMILIES
Registration Number:	2724232	WHISKER CITY
Registration Number:	3162175	YOUR BEST FRIEND FOR SAVINGS
Serial Number:	78844035	AQUA FLO
Serial Number:	77163965	BE BETTER TOGETHER
Serial Number:	78861181	EMERGENCY RELIEF WAGGIN'
Serial Number:	78399435	LIL' PAW
Serial Number:	75882223	PETSMART
Serial Number:	78696813	THAT'S SMART

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7100801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/30/2007

Total Attachments: 30

source=PetsMart TM#page1.tif
source=PetsMart TM#page2.tif
source=PetsMart TM#page3.tif
source=PetsMart TM#page4.tif
source=PetsMart TM#page5.tif
source=PetsMart TM#page6.tif
source=PetsMart TM#page7.tif
source=PetsMart TM#page8.tif
source=PetsMart TM#page9.tif
source=PetsMart TM#page10.tif
source=PetsMart TM#page11.tif
source=PetsMart TM#page12.tif
source=PetsMart TM#page13.tif
source=PetsMart TM#page14.tif
source=PetsMart TM#page15.tif
source=PetsMart TM#page16.tif
source=PetsMart TM#page17.tif
source=PetsMart TM#page18.tif
source=PetsMart TM#page19.tif
source=PetsMart TM#page20.tif
source=PetsMart TM#page21.tif
source=PetsMart TM#page22.tif
source=PetsMart TM#page23.tif
source=PetsMart TM#page24.tif
source=PetsMart TM#page25.tif
source=PetsMart TM#page26.tif
source=PetsMart TM#page27.tif
source=PetsMart TM#page28.tif
source=PetsMart TM#page29.tif
source=PetsMart TM#page30.tif

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

August 15, 2007

TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT dated as of August 15, 2007 (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 BANK OF AMERICA, N.A., a national banking association ("Bank"), 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.

WITNESSETH:

1. **BACKGROUND:** Reference is made to the Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Assignors as Borrowers thereunder, Bank, as Administrative Agent and Collateral Agent for the Lenders, Bank of America, N.A., as Issuing Bank, and Banc of America Securities, LLC, 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 item 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 New York, 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.

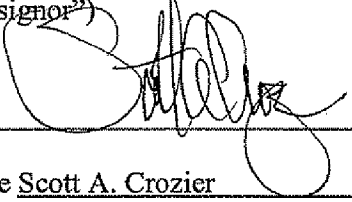
11. **INTENT:** It is intended that this TM Security Agreement supplement the Credit Agreement. All provisions of the Credit Agreement shall apply to the Marks. The Collateral Agent, on behalf of the Secured Parties, shall have the same rights, remedies, powers, privileges and discretions, with respect 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 State of New York.

[Remainder of page intentionally left blank.]

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.

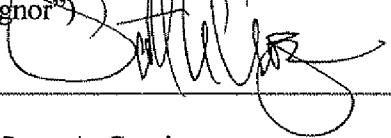
PETSMART, INC.
("Assignor")

By 
Name Scott A. Crozier
Title Senior Vice President & Secretary

BANK OF AMERICA, N.A.
("Collateral Agent")

By _____
Name _____
Title _____

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

By 
Name Scott A. Crozier
Title Senior Vice President & Secretary

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.

ASSIGNORS:

PETSMART, INC.

By: _____

Name: Philip L. Francis

Title: Chief Executive Officer

PETSMART STORE SUPPORT GROUP,
INC.

By: _____

Name: Philip L. Francis

Title: Chief Executive Officer

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By:  _____

Name: Stephen J. Garvin

Title: Managing Director

EXHIBIT A

Assignors' now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
ALGAE THINS	United States of America	2974281	19-Jul-2005	PetSmart Store Support Group, Inc.
ALL LIVING THINGS	Canada	TMA581,265	12-May-2003	PetSmart, Inc.
ALL LIVING THINGS	United Kingdom	2167604	27-Aug-1999	PetSmart, Inc.
ALL LIVING THINGS	United States of America	2350602	16-May-2000	PetSmart Store Support Group, Inc.
ALL YOU NEED FOR THE LIFE OF YOUR PET	United States of America	2570035	14-May-2002	PetSmart Store Support Group, Inc.
AUTHORITY	Canada	TMA 577,577	19-Mar-2003	PetSmart, Inc.
AUTHORITY	European Community	182188	07-Sep-1998	PetSmart, Inc.
AUTHORITY	South Africa	98/13795	05-Aug-1998	PetSmart, Inc.
AUTHORITY	United Kingdom	2021965	04-Apr-1995	PetSmart, Inc.
AUTHORITY	United States of America	1768199	27-Apr-1993	PetSmart Store Support Group, Inc.
AWARD	Australia	819852	16-Nov-2001	PetSmart, Inc.
AWARD	Barbados	81/12676	12-Sep-2001	PetSmart, Inc.
AWARD	Canada	TMA569,692	28-Oct-2002	PetSmart, Inc.
AWARD	United States of America	2234471	23-Mar-1999	PetSmart Store Support Group, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
BARGAIN HOUND	Canada	TMA 563,960	25-Jun-2002	PetSmart, Inc.
BARGAIN HOUND	Japan	4443660	05-Jan-2001	PetSmart, Inc.
BARGAIN HOUND	South Africa	98/13794	05-Aug-1998	PetSmart, Inc.
BARGAIN HOUND	United States of America	2357849	13-Jun-2000	PetSmart Store Support Group, Inc.
BARGAIN HOUND	United States of America	2574288	28-May-2002	PetSmart Store Support Group, Inc.
BONE BOOTH	United States of America	3177178	28-Nov-2006	PetSmart Store Support Group, Inc.
BOUNCING BALL DESIGN	United States of America	2047937	25-Mar-1997	PetSmart Store Support Group, Inc.
BOUNCING BALL DESIGN (new color)	Canada	TMA 686487	24-Apr-2007	PetSmart, Inc.
BOUNCING BALL DESIGN (new color)	European Community	4785549	15-Dec-2005	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	Canada	TMA 690,535	21-Jun-2007	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	Mexico	960644	31-Oct-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	Mexico	944217	25-Jul-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	Mexico	944218	25-Jul-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	Mexico	960645	31-Oct-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new color)	Mexico	960646	31-Oct-2006	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
BOUNCING BALL DESIGN (new color)	Mexico	944219	25-Jul-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new color)	Mexico	944220	25-Jul-2006	PetSmart, Inc.
BOUNCING BALL DESIGN (new color)	Mexico	960647	31-Oct-2006	PetSmart, Inc.
CHAT RAVI	Canada	TMA 514,091	09-Aug-1999	PetSmart, Inc.
CHECK DESIGN	Canada	TMA 537,007	10-Nov-2000	PetSmart, Inc.
CHECK DESIGN	European Community	710079	17-Aug-1999	PetSmart, Inc.
CHECK DESIGN	United States of America	2162154	02-Jun-1998	PetSmart Store Support Group, Inc.
CHECK DESIGN	United States of America	2243580	04-May-1999	PetSmart Store Support Group, Inc.
CHEWMOMETER	Australia	813637	28-Apr-2000	PetSmart, Inc.
CHEWMOMETER	Canada	TMA 565,286	26-Jul-2002	PetSmart, Inc.
CHEWMOMETER	European Community	1399286	05-Mar-2001	PetSmart, Inc.
CHEWMOMETER	Japan	4398017	07-Jul-2000	PetSmart, Inc.
CHEWMOMETER	South Africa	1999/21026	11-Nov-1999	PetSmart, Inc.
CHEWMOMETER	United Kingdom	2213985	11-Nov-1999	PetSmart, Inc.
CHEWMOMETER	United States of America	2439384	27-Mar-2001	PetSmart Store Support Group, Inc.
CHEWS WISELY	United States of America	3206288	06-Feb-2007	PetSmart Store Support Group, Inc.
CHOOBLES	Canada	TMA 493,551	22-Apr-1998	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
COMPANION ROAD	Canada	TMA 532,768	15-Sep-2000	PetSmart, Inc.
COMPANION ROAD	United Kingdom	2131587	13-Feb-1998	PetSmart, Inc.
COMPANION ROAD	United States of America	2161032	26-May-1998	PetSmart Store Support Group, Inc.
DENTLEY'S	European Community	2248450	01-Oct-2002	PetSmart, Inc.
DENTLEY'S CHEWRITE	Canada	TMA 529,357	16-Jun-2000	PetSmart, Inc.
DENTLEY'S CHEWRITE	United Kingdom	2131534	02-May-1997	PetSmart, Inc.
DENTLEY'S CHEWRITE	United States of America	2160998	26-May-1998	PetSmart Store Support Group, Inc.
DENTLEY'S CHEWRITE ULTRA	United States of America	2695965	11-Mar-2003	PetSmart Store Support Group, Inc.
DENTLEY'S CHOOBLES	United Kingdom	2131537	02-May-1997	PetSmart, Inc.
DOG DESIGN	United States of America	2047930	25-Mar-1997	PetSmart Store Support Group, Inc.
EXQUISICAT	European Community	182170	07-Sep-1998	PetSmart, Inc.
EXQUISICAT	United Kingdom	2116063	11-Nov-1996	PetSmart, Inc.
EXQUISICAT	Canada	TMA 481,530	26-Aug-1997	PetSmart, Inc.
EXQUISICAT	Canada	TMA550,729	13-Sep-2001	PetSmart, Inc.
EXQUISICAT	Japan	4467227	13-Apr-2001	PetSmart, Inc.
EXQUISICAT	South Africa	98/13802	04-Mar-2002	PetSmart, Inc.
EXQUISICAT	United States of America	2250416	01-Jun-1999	PetSmart Store Support Group, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
EXQUISICAT	United States of America	2700572	25-Mar-2003	PetSmart Store Support Group, Inc.
EXQUISICAT	United States of America	2700573	25-Mar-2003	PetSmart Store Support Group, Inc.
EXQUISICAT	United States of America	2709511	22-Apr-2003	PetSmart Store Support Group, Inc.
EXQUISICAT & Design	United States of America	2250417	01-Jun-1999	PetSmart Store Support Group, Inc.
FELIN MIGNON	Canada	TMA 514,092	09-Aug-1999	PetSmart, Inc.
FINFIDO	Canada	514471	16-Aug-1999	PetSmart, Inc.
G GROOMAX & Design	United States of America	1890373	18-Apr-1995	PetSmart Store Support Group, Inc.
GOLD AWARD	Canada	TMA309,624	27-Dec-1985	PetSmart, Inc.
GRACEFUL FLIGHT	Canada	TMA510,000	25-Mar-1999	PetSmart, Inc.
GRACEFUL FLIGHT	Japan	4228624	08-Jan-1999	PetSmart, Inc.
GRACEFUL FLIGHT	United Kingdom	2116061A	20-Mar-1998	PetSmart, Inc.
GRACEFUL FLIGHT	United States of America	2145539	17-Mar-1998	PetSmart Store Support Group, Inc.
GROOMAX	Japan	4504244	07-Sep-2001	PetSmart, Inc.
GROOMAX	South Africa	2000/11435	06-Jun-2000	PetSmart, Inc.
GROOMAX	South Africa	2000/11436	06-Jun-2000	PetSmart, Inc.
GROOMAX	South Africa	2000/11434	06-Jun-2000	PetSmart, Inc.
GRREAT CHOICE	Canada	487574	02-Jan-1998	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
GRREAT CHOICE	United States of America	1815480	04-Jan-1994	PetSmart Store Support Group, Inc.
GUARANTEED GRREAT CHOICE & Design	European Community	1426139	07-Aug-2001	PetSmart, Inc.
HEALTHY DOG	United States of America	2721463	03-Jun-2003	PetSmart Store Support Group, Inc.
KIBBLES!	United States of America	3139752	05-Sep-2006	PetSmart Store Support Group, Inc.
LIL' PAW	Canada	482310	10-Sep-1997	PetSmart, Inc.
LUV-A-PET	California	41981	24-May-1993	PetSmart, Inc.
LUV-A-PET	Canada	TMA510,576	09-Apr-1999	PetSmart, Inc.
LUV-A-PET	European Community	182121	02-Feb-1999	PetSmart, Inc.
LUV-A-PET	United Kingdom	2115271	11-Nov-1996	PetSmart, Inc.
MISTER MOGGIE	United Kingdom	2183089	07-May-1999	PetSmart, Inc.
NUTRA-TECH	Canada	341297	03-Jun-1988	PetSmart, Inc.
NUTRIPHASE	Australia	806437	13-Oct-2000	PetSmart, Inc.
NUTRIPHASE	Brazil	822627850	11-Apr-2006	PetSmart, Inc.
NUTRIPHASE	Canada	TMA509,999	25-Mar-1999	PetSmart, Inc.
NUTRIPHASE	European Community	597096	01-Mar-1999	PetSmart, Inc.
NUTRIPHASE	Hong Kong	2457	02-Aug-2000	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
NUTRIPHASE	Israel	134073	17-Jan-2000	PetSmart, Inc.
NUTRIPHASE	Japan	4253221	19-Mar-1999	PetSmart, Inc.
NUTRIPHASE	Mexico	676872	31-Oct-2000	PetSmart, Inc.
NUTRIPHASE	New Zealand	606556	13-Jan-2000	PetSmart, Inc.
NUTRIPHASE	Singapore	T00/07149B	25-Jul-2001	PetSmart, Inc.
NUTRIPHASE	South Africa	98/13796	04-Mar-2002	PetSmart, Inc.
NUTRIPHASE	United States of America	2123928	23-Dec-1997	PetSmart Store Support Group, Inc.
NUTRIPHASE	United States of America	2123928	23-Dec-1997	PetSmart Store Support Group, Inc.
PAWSPECTIVES	United States of America	2648171	12-Nov-2002	PetSmart Store Support Group, Inc.
PET CITY	Ireland	221652	23-Feb-2001	PetSmart, Inc.
PET CITY	United Kingdom	1534435	29-Apr-1993	PetSmart, Inc.
PET CITY	United Kingdom	1534436	29-Apr-1993	PetSmart, Inc.
PET FAMILY QUILT	United States of America	2519724	18-Dec-2001	PetSmart Store Support Group, Inc.
PETCO	United Kingdom	2021963	04-Apr-1995	PetSmart, Inc.
PETPERKS	Canada	TMA671,173	25-Aug-2006	PetSmart, Inc.
PETPERKS	United States of America	2865599	20-Jul-2004	PetSmart Store Support Group, Inc.
PETPERKS	United States of America	3035037	27-Dec-2005	PetSmart Store Support Group, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSHOTEL PLUS	United States of America	2175621	21-Jul-1998	PetSmart Store Support Group, Inc.
PETSMART	Australia	832473	26-Nov-2001	PetSmart, Inc.
PETSMART	Ireland	221213	23-Feb-2001	PetSmart, Inc.
PETSMART	United States of America	1559337	03-Oct-1989	PetSmart Store Support Group, Inc.
PETSMART & Design	Benelux	533126	24-May-1993	PetSmart, Inc.
PETSMART & Bouncing Ball Design	United States of America	1751656	09-Feb-1993	PetSmart Store Support Group, Inc.
PETSMART & Bouncing Ball Design (Color)	United States of America	2003185	24-Sep-1996	PetSmart Store Support Group, Inc.
PETSMART & Design	Austria	171.581	16-Sep-1997	PetSmart, Inc.
PETSMART & Design	Brazil	819175099	29-Dec-1998	PetSmart, Inc.
PETSMART & Design	Brazil	819175102	29-Dec-1998	PetSmart, Inc.
PETSMART & Design	Canada	474251	07-Apr-1997	PetSmart, Inc.
PETSMART & Design	Chile	477.1	17-Jan-1997	PetSmart, Inc.
PETSMART & Design	Chile	340.101	17-Jan-1997	PetSmart, Inc.
PETSMART & Design	Chile	477.102	17-Jan-1997	PetSmart, Inc.
PETSMART & Design	Costa Rica	97993	22-Nov-1996	PetSmart, Inc.
PETSMART & Design	Czech Republic	212571	28-Sep-1998	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART & Design	Denmark	2000 03052	30-Jun-2000	PetSmart, Inc.
PETSMART & Design	Dominican Republic	84421	15-Jun-1996	PetSmart, Inc.
PETSMART & Design	Dominican Republic	84511	15-Jun-1996	PetSmart, Inc.
PETSMART & Design	Egypt	105108	12-Feb-1997	PetSmart, Inc.
PETSMART & Design	Egypt	105109	02-Sep-2002	PetSmart, Inc.
PETSMART & Design	Egypt	105110	02-Sep-2002	PetSmart, Inc.
PETSMART & Design	European Community	182105	04-Jul-1999	PetSmart, Inc.
PETSMART & Design	Finland	209002	30-Jan-1998	PetSmart, Inc.
PETSMART & Design	France	93/497203	17-Dec-1993	PetSmart, Inc.
PETSMART & Design	Germany	2101210	24-Sep-1996	PetSmart, Inc.
PETSMART & Design	Greece	128734	17-Mar-1998	PetSmart, Inc.
PETSMART & Design	Guatemala	88005	14-Nov-1997	PetSmart, Inc.
PETSMART & Design	Hong Kong	B04344/1999	12-Apr-1999	PetSmart, Inc.
PETSMART & Design	Iceland	906/1997	24-Jul-1997	PetSmart, Inc.
PETSMART & Design	India	733031(551060)	31-Aug-2006	PetSmart, Inc.
PETSMART & Design	India	733035	06-Feb-1997	PetSmart, Inc.
PETSMART & Design	India	733033	06-Feb-1997	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART & Design	Israel	110407	08-Mar-1999	PetSmart, Inc.
PETSMART & Design	Israel	110408	08-Mar-1999	PetSmart, Inc.
PETSMART & Design	Israel	110409	07-Jun-1999	PetSmart, Inc.
PETSMART & Design	Israel	122469	06-Jul-2000	PetSmart, Inc.
PETSMART & Design	Italy	660.723	17-Oct-1995	PetSmart, Inc.
PETSMART & Design	Japan	4093798	19-Dec-1997	PetSmart, Inc.
PETSMART & Design	Kuwait	32904	18-Jun-1997	PetSmart, Inc.
PETSMART & Design	Malaysia	96003649	10-Apr-1996	PetSmart, Inc.
PETSMART & Design	Mexico	453616	04-Mar-1994	PetSmart, Inc.
PETSMART & Design	New Zealand	8227109	21-May-1993	PetSmart, Inc.
PETSMART & Design	Nicaragua	32,386 C.C	05-Nov-1996	PetSmart, Inc.
PETSMART & Design	Norway	221606	30-Oct-2003	PetSmart, Inc.
PETSMART & Design	Panama	81120	03-Jun-1996	PetSmart, Inc.
PETSMART & Design	Peru	7999	16-Aug-1996	PetSmart, Inc.
PETSMART & Design	Philippines	41996-109665	12-Mar-2001	PetSmart, Inc.
PETSMART & Design	Philippines	4-1999-001752	26-May-2006	PetSmart, Inc.
PETSMART & Design	Poland	117952	19-Feb-1997	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART & Design	Russian Federation	164447	15-May-1998	PetSmart, Inc.
PETSMART & Design	Saudi Arabia	456/12	30-Dec-1998	PetSmart, Inc.
PETSMART & Design	Saudi Arabia	458/87	24-Jan-1999	PetSmart, Inc.
PETSMART & Design	Saudi Arabia	456/13	30-Dec-1998	PetSmart, Inc.
PETSMART & Design	Singapore	T97/01166Z	31-Jan-1997	PetSmart, Inc.
PETSMART & Design	Singapore	T97/01167H	31-Jan-1997	PetSmart, Inc.
PETSMART & Design	Singapore	T98/08389C	08-Nov-2006	PetSmart, Inc.
PETSMART & Design	South Africa	97/01982	10-Feb-1997	PetSmart, Inc.
PETSMART & Design	South Africa	97/01983	10-Feb-1997	PetSmart, Inc.
PETSMART & Design	South Africa	97/01984	10-Feb-1997	PetSmart, Inc.
PETSMART & Design	Spain	1.795.187/9	11-Jul-1995	PetSmart, Inc.
PETSMART & Design	Sweden	300519	13-Apr-1995	PetSmart, Inc.
PETSMART & Design	Switzerland	412204	21-May-1993	PetSmart, Inc.
PETSMART & Design	Taiwan	86168	01-Nov-1996	PetSmart, Inc.
PETSMART & Design	United Arab Emirates	20587	24-Apr-1999	PetSmart, Inc.
PETSMART & Design	United Kingdom	2115265	11-Nov-1996	PetSmart, Inc.
PETSMART & Design	United Kingdom	B1571365	10-May-1994	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART & Design	Venezuela	S0006052	06-Aug-1997	PetSmart, Inc.
PETSMART & Design (new black and white)	Mexico	960648	31-Oct-2006	PetSmart, Inc.
PETSMART & Design (new black and white)	Mexico	944221	25-Jul-2006	PetSmart, Inc.
PETSMART & Design (new black and white)	Mexico	960649	31-Oct-2006	PetSmart, Inc.
PETSMART & Design (new color)	Mexico	960650	31-Oct-2006	PetSmart, Inc.
PETSMART & Design (new color)	Mexico	944222	25-Jul-2006	PetSmart, Inc.
PETSMART & Design (new color)	Mexico	960651	31-Oct-2006	PetSmart, Inc.
PETSMART & Design new black & white)	United States of America	3196335	09-Jan-2007	PetSmart Store Support Group, Inc.
PETSMART & Design (new color)	United States of America	3196334	09-Jan-2007	PetSmart Store Support Group, Inc.
PETSMART & Design (new black & white)	Canada	TMA685,657	05-Apr-2007	PetSmart, Inc.
PETSMART & Design (trade name)	Venezuela	155274	13-Mar-1998	PetSmart, Inc.
PETSMART (Katakana characters)	Japan	3273814	04-Apr-1997	PetSmart, Inc.
PETSMART (Katakana characters)	Japan	4073435	24-Oct-1997	PetSmart, Inc.
PETSMART (Katakana characters)	Japan	4102670	16-Jan-1998	PetSmart, Inc.
PETSMART (Katakana characters)	Japan	4110879	06-Feb-1998	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART (Katakana characters)	Japan	4178547	21-Aug-1998	PetSmart, Inc.
PETSMART (Katakana characters)	Japan	4190272	25-Sep-1998	PetSmart, Inc.
PETSMART CHARITIES & Design	Canada	TMA586,482	01-Aug-2003	PetSmart, Inc.
PETSMART CHARITIES & Design	United States of America	1931098	31-Oct-1995	PetSmart Store Support Group, Inc.
PETSMART HOLIDAY VILLAGE	United States of America	2776939	21-Oct-2003	PetSmart Store Support Group, Inc.
PETSMART PETHOTEL	United States of America	3034344	27-Dec-2005	PetSmart Store Support Group, Inc.
PETSMART PREMIER	United States of America	2686828	11-Feb-2003	PetSmart Store Support Group, Inc.
PETSMART WHERE PETS ARE FAMILY	United Kingdom	2157316	09-Apr-1999	PetSmart, Inc.
PETSMART.COM	Australia	813639	26-Nov-2001	PetSmart, Inc.
PETSMART.COM	Canada	TMA565,289	26-Jul-2002	PetSmart, Inc.
PETSMART.COM	European Community	1399351	26-Feb-2001	PetSmart, Inc.
PETSMART.COM	Israel	132338	02-May-2001	PetSmart, Inc.
PETSMART.COM	Israel	132339	02-May-2001	PetSmart, Inc.
PETSMART.COM	Japan	4997565	20-Oct-2006	PetSmart, Inc.
PETSMART.COM	South Africa	99/21201	28-May-1999	PetSmart, Inc.
PETSMART.COM	South Africa	99/21202	28-May-1999	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PETSMART.COM	United Kingdom	2215445	25-Nov-1999	PetSmart, Inc.
PETSMART.COM	United States of America	2434196	06-Mar-2001	PetSmart Store Support Group, Inc.
PETSTUFF	Australia	835550	17-May-2000	PetSmart, Inc.
PETSTUFF AND DESIGN	Japan	4427623	27-Oct-2000	PetSmart, Inc.
PETZAZZ	Australia	835549	24-Sep-2001	PetSmart, Inc.
PETZAZZ	Canada	TMA536,831	07-Nov-2000	PetSmart, Inc.
PETZAZZ	European Community	1709328	06-Sep-2001	PetSmart, Inc.
PETZAZZ	Israel	138123	12-Nov-2001	PetSmart, Inc.
PETZAZZ	Japan	4453656	16-Feb-2001	PetSmart, Inc.
PETZAZZ	New Zealand	616204	06-Jun-2000	PetSmart, Inc.
PETZAZZ	South Africa	99/00940	22-Jan-1999	PetSmart, Inc.
PETZAZZ	Canada	TMA526,148	30-Mar-2000	PetSmart, Inc.
PROQUATICS	European Community	182089	23-Oct-1998	PetSmart, Inc.
PROQUATICS	United Kingdom	2115245	11-Nov-1996	PetSmart, Inc.
PROQUATICS	United States of America	2242917	04-May-1999	PetSmart Store Support Group, Inc.
PROQUATICS	United States of America	2625472	24-Sep-2002	PetSmart Store Support Group, Inc.
RESCUE WAGGIN	United States of America	2995927	13-Sep-2005	PetSmart Store Support Group, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SANTA CLAWS	Canada	482522	12-Sep-1997	PetSmart, Inc.
SANTA CLAWS	United States of America	1614449	18-Sep-1990	PetSmart Store Support Group, Inc.
SANTA PAWS	United Kingdom	2150389	07-Nov-1997	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	European Community	1447333	12-Mar-2001	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	Japan	4441868	22-Dec-2000	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	South Africa	2000/00295	10-Jan-2000	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	South Africa	2000/00294	10-Jan-2000	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	South Africa	2000/00293	10-Jan-2000	PetSmart, Inc.
SHAREABLES FOR ME & MY PAL	South Africa	2000/00292	10-Jan-2000	PetSmart, Inc.
SHAREABLES FOR ME AND MY PAL	Australia	818838	22-Jul-2002	PetSmart, Inc.
SMART PET OF THE DAY	United States of America	2501934	30-Oct-2001	PetSmart Store Support Group, Inc.
SMART PETS & Design	United States of America	3156061	17-Oct-2006	PetSmart Store Support Group, Inc.
SMARTPETS	United Kingdom	2252873	25-Oct-2002	PetSmart, Inc.
SOPHISTA CAT	United States of America	1859903	25-Oct-1994	PetSmart Store Support Group, Inc.
SOPHISTACAT	European Community	182063	02-Feb-1999	PetSmart, Inc.
SOPHISTACAT	Japan	4280427	04-Jun-1999	PetSmart, Inc.
SOPHISTACAT	South Africa	98/13856	04-Mar-2002	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SOPHISTA-CAT	Canada	514784	18-Aug-1999	PetSmart, Inc.
SOPHISTICAT	Canada	293794	03-Aug-1984	PetSmart, Inc.
SUPER PIF	Canada	520930	23-Dec-1999	PetSmart, Inc.
THAT'S SMART	Canada	TMA679,376	15-Jan-2007	PetSmart, Inc.
THE PET FOOD GIANT & Design	New York	S 12398	28-Dec-1990	PetSmart, Inc.
THE PET FOOD GIANT & Design	New Jersey		31-Dec-1990	PetSmart, Inc.
TOP FIN	Canada	482535	15-Sep-1997	PetSmart, Inc.
TOP FIN	European Community	182048	23-Oct-1998	PetSmart, Inc.
TOP FIN	Japan	4475535	18-May-2001	PetSmart, Inc.
TOP FIN	South Africa	2000/08696	08-May-2000	PetSmart, Inc.
TOP FIN	South Africa	200/08697	08-May-2000	PetSmart, Inc.
TOP FIN	South Africa	2000/08698	08-May-2000	PetSmart, Inc.
TOP FIN	South Africa	2000/08699	08-May-2000	PetSmart, Inc.
TOP FIN	South Africa	2000/086700	08-May-2000	PetSmart, Inc.
TOP FIN	United Kingdom	2115240	11-Nov-1996	PetSmart, Inc.
TOP FIN	United States of America	1926192	10-Oct-1995	PetSmart Store Support Group, Inc.
TOP PAW	Australia	834657	17-Apr-2001	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
TOP PAW	Australia	1115387	15-Jan-2007	PetSmart, Inc.
TOP PAW	Canada	482534	15-Sep-1997	PetSmart, Inc.
TOP PAW	European Community	182006	01-Apr-1996	PetSmart, Inc.
TOP PAW	Israel	138126	04-Mar-2002	PetSmart, Inc.
TOP PAW	Israel	138127	04-Mar-2002	PetSmart, Inc.
TOP PAW	Israel	138128	04-Mar-2002	PetSmart, Inc.
TOP PAW	Japan	4450771	02-Feb-2001	PetSmart, Inc.
TOP PAW	New Zealand	616197	06-Jun-2000	PetSmart, Inc.
TOP PAW	New Zealand	616196	09-Oct-2001	PetSmart, Inc.
TOP PAW	New Zealand	616198	06-Jun-2000	PetSmart, Inc.
TOP PAW	New Zealand	616199	06-Jun-2000	PetSmart, Inc.
TOP PAW	South Africa	98/13797	05-Aug-1998	PetSmart, Inc.
TOP PAW	South Africa	98/13798	05-Aug-1998	PetSmart, Inc.
TOP PAW	South Africa	98/13799	05-Aug-1998	PetSmart, Inc.
TOP PAW	South Africa	98/13800	05-Aug-1998	PetSmart, Inc.
TOP PAW	United Kingdom	2115236	20-Mar-1998	PetSmart, Inc.
TOP PAW	United States of America	1834630	03-May-1994	PetSmart Store Support Group, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
TOP WING	Canada	504609	25-Nov-1998	PetSmart, Inc.
TOP WING	Japan	4446729	19-Jan-2001	PetSmart, Inc.
TOP WING	South Africa	1999/00938	22-Jan-1999	PetSmart, Inc.
TOP WING	South Africa	1999/00939	22-Jan-1999	PetSmart, Inc.
TOP WING	United Kingdom	2131533	02-May-1997	PetSmart, Inc.
TOP WING	United States of America	2015642	12-Nov-1996	PetSmart Store Support Group, Inc.
TOYSHOPPE & Cat Design	Australia	819258	06-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Cat Design	European Community	1461219	21-May-2001	PetSmart, Inc.
TOYSHOPPE & Cat Design	Israel	134258	26-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Cat Design	Japan	4411949	25-Aug-2000	PetSmart, Inc.
TOYSHOPPE & Cat Design	New Zealand	606233	02-Aug-1999	PetSmart, Inc.
TOYSHOPPE & Cat Design	South Africa	2000/00310	11-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Cat Design	United States of America	2476470	01-Aug-2001	PetSmart Store Support Group, Inc.
TOYSHOPPE & Dog Design	Australia	819259	06-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Dog Design	European Community	1452051	21-Mar-2001	PetSmart, Inc.
TOYSHOPPE & Dog Design	Israel	134259	26-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Dog Design	Japan	4411948	25-Aug-2000	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
TOYSHOPPE & Dog Design	New Zealand	606232	02-Aug-1999	PetSmart, Inc.
TOYSHOPPE & Dog Design	South Africa	2000/00311	11-Jan-2000	PetSmart, Inc.
TOYSHOPPE & Dog Design	United States of America	2476469	07-Aug-2001	PetSmart Store Support Group, Inc.
TUGS OF FUN	United Kingdom	2134877	04-Jun-1997	PetSmart, Inc.
UNLOCK THE FUN	Australia	813638	28-Apr-2000	PetSmart, Inc.
UNLOCK THE FUN	Canada	TMA565,290	26-Jul-2002	PetSmart, Inc.
UNLOCK THE FUN	European Community	1399310	21-Feb-2001	PetSmart, Inc.
UNLOCK THE FUN	Israel	132337	05-Mar-2001	PetSmart, Inc.
UNLOCK THE FUN	Japan	4398021	07-Jul-2000	PetSmart, Inc.
UNLOCK THE FUN	South Africa	1999/21027	11-Nov-1999	PetSmart, Inc.
UNLOCK THE FUN	United Kingdom	2215444	25-Nov-1999	PetSmart, Inc.
UNLOCK THE FUN	United States of America	2525692	01-Jan-2002	PetSmart Store Support Group, Inc.
VETMART & Design	Texas	49441	15-Jun-1989	PetSmart, Inc.
VETMART & Design	United States of America	1578361	16-Jan-1990	PetSmart Store Support Group, Inc.
VETSMART	Canada	TMA586,318	31-Jul-2003	PetSmart, Inc.
VETSMART	European Community	181974	14-Oct-1999	PetSmart, Inc.
VETSMART	Japan	4347760	24-Dec-1999	PetSmart, Inc.

Registered Trademarks
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
VETSMART	United Kingdom	2115229	11-Nov-1996	PetSmart, Inc.
VETSMART	United States of America	2463058	26-Jun-2001	PetSmart Store Support Group, Inc.
VETSMART (Stylized)	United States of America	2463055	26-Jun-2001	PetSmart Store Support Group, Inc.
WHERE PETS ARE FAMILY	Canada	504552	24-Nov-1998	PetSmart, Inc.
WHERE PETS ARE FAMILY	United Kingdom	2116060A	20-Mar-1998	PetSmart, Inc.
WHERE PETS ARE FAMILY	United States of America	1962411	12-Mar-1996	PetSmart Store Support Group, Inc.
WHERE PETS FIND FAMILIES	Canada	TMA565,266	26-Jul-2002	PetSmart, Inc.
WHERE PETS FIND FAMILIES	United States of America	2316558	08-Feb-2000	PetSmart Store Support Group, Inc.
WHERE PETS FIND FAMILIES	United States of America	2316548	08-Feb-2000	PetSmart Store Support Group, Inc.
WHISKER CITY	Canada	TMA510,579	09-Apr-1999	PetSmart, Inc.
WHISKER CITY	United States of America	2724232	10-Jun-2003	PetSmart Store Support Group, Inc.
YOUR BEST FRIEND FOR SAVINGS	Canada	TMA671,861	01-Sep-2006	PetSmart, Inc.
YOUR BEST FRIEND FOR SAVINGS	United States of America	3162175	24-Oct-2006	PetSmart Store Support Group, Inc.

Trademark Applications
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
AQUA FLO	United States of America	787844,035	23-Mar-2006	PetSmart Store Support Group, Inc.
AUTHORITY	Canada	770114	05-Dec-1994	PetSmart, Inc.
BARGAIN HOUND	United Kingdom	2446874	16-Feb-2007	PetSmart, Inc.
BE BETTER TOGETHER	United States of America	771163,965	24-Apr-2007	PetSmart Store Support Group, Inc.
EMERGENCY RELIEF WAGGIN	United States of America	787861,181		PetSmart Store Support Group, Inc.
GRREAT CHOICE	South Africa	98/13801	05-Aug-1998	PetSmart, Inc.
LIL' PAW	Canada	1214976	28-Apr-2004	PetSmart, Inc.
LIL' PAW	United States of America	787399,435	09-Apr-2004	PetSmart Store Support Group, Inc.
PETSMART	China (Peoples Republic)	4679737	25-May-2005	PetSmart, Inc.
PETSMART	China (Peoples Republic)	4679736	25-May-2005	PetSmart, Inc.
PETSMART	China (Peoples Republic)	4679738	25-May-2005	PetSmart, Inc.
PETSMART & Design (new black & white)	European Community	4787131	15-Dec-2005	PetSmart, Inc.
BOUNCING BALL DESIGN (new black & white)	European Community	4787115	15-Dec-2005	PetSmart, Inc.
PETSMART & Design	Argentina	2017374	15-Jan-1996	PetSmart, Inc.
PETSMART & Design	Argentina	2017375	15-Jan-1996	PetSmart, Inc.

Trademark Applications
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
PETSMART & Design	Colombia	96.018.775	18-Apr-1996	PetSmart, Inc.
PETSMART & Design	India	733032	06-Feb-1997	PetSmart, Inc.
PETSMART & Design	Indonesia	J00-2005-018091	07-Sep-2005	PetSmart, Inc.
PETSMART & Design	Indonesia	J00-2005-018092	07-Sep-2005	PetSmart, Inc.
PETSMART & Design	Indonesia	J00-2005-018093	07-Sep-2005	PetSmart, Inc.
PETSMART & Design	Indonesia	J00-2005-018094	07-Sep-2005	PetSmart, Inc.
PETSMART & Design	Malaysia	96/03645	10-Apr-1996	PetSmart, Inc.
PETSMART & Design	Malaysia	96/03646	10-Apr-1996	PetSmart, Inc.
PETSMART & Design	Malaysia	96/03647	10-Apr-1996	PetSmart, Inc.
PETSMART & Design	Malaysia	96/03650	10-Apr-1996	PetSmart, Inc.
PETSMART & Design	Singapore	T98/08388	21-Aug-1998	PetSmart, Inc.
PETSMART & Design (new color)	European Community	4785614	15-Dec-2005	PetSmart, Inc.
PETSMART & Design (new black and white)	Mexico	758369	21-Dec-2005	PetSmart, Inc.
PETSMART & Design (new color)	Mexico	758375	21-Dec-2005	PetSmart, Inc.
PETSMART & Design (new black & white)	Canada	1283589	19-Dec-2005	PetSmart, Inc.
PETSMART (Chinese transliteration)	China (Peoples Republic)	4704557	06-Jun-2005	PetSmart, Inc.

Trademark Applications
Report Date: August 10, 2007

<u>Trademark or Trade Name</u>	<u>Country/Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
PETSMART (Chinese transliteration)	China (Peoples Republic)	4704556	06-Jun-2005	PetSmart, Inc.
PETSMART (Chinese transliteration)	China (Peoples Republic)	4704558	06-Jun-2005	PetSmart, Inc.
PETSMART (Chinese translation)	China (Peoples Republic)	4704555	06-Jun-2005	PetSmart, Inc.
PETSMART (Chinese translation)	China (Peoples Republic)	4704553	06-Jun-2005	PetSmart, Inc.
PETSMART (Chinese translation)	China (Peoples Republic)	4704554	06-Jun-2005	PetSmart, Inc.
PETSMART (Stylized) & Design	United States of America	75/882,223	28-Dec-1999	PetSmart Store Support Group, Inc.
PETSMART.COM	China (Peoples Republic)	4679735	25-May-2005	PetSmart, Inc.
PEYAZZ	South Africa	99/00941	22-Jan-1999	PetSmart, Inc.
PEYAZZ	South Africa	99/00942	22-Jan-1999	PetSmart, Inc.
THAT'S SMART	United States of America	78/696,813	19-Aug-2005	PetSmart Store Support Group, Inc.
TOP PAW	Canada	1303742	01-Jun-2006	PetSmart, Inc.
TOYSHOPPE & Cat Design	Brazil	822546515	02-Feb-2000	PetSmart, Inc.
TOYSHOPPE & Dog Design	Brazil	800546523	02-Feb-2000	PetSmart, Inc.