

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Application #	File Date	Reg Date	Registration #	Owner
DESIGN ONLY (PETS)	US	74/661,206	04/14/1995	03/05/1996	1,960,318	PSP FRANCHISING, LLC
PET SUPPLIES "PLUS" YOUR PET'S FAVORITE STORE	US	78/704,165	08/31/2005	08/29/2006	3,135,599	PSP FRANCHISING, LLC
PET SUPPLIES "PLUS" & DESIGN	US	74/661,205	04/14/1995	09/22/1998	2,190,176	PSP FRANCHISING, LLC
PET SUPPLIES PLUS	US	74/113,704	11/08/1990	09/01/1992	1,712,087	PSP FRANCHISING, LLC
PET SUPPLIES "PLUS" (STYLIZED)	US	74/113,703	11/08/1990	08/18/1992	1,708,560	PSP FRANCHISING, LLC

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PSP Franchising, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various Intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, has entered into a Credit Agreement dated as of September 13, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented refinanced, replaced or otherwise modified from time to time, being the "**Credit Agreement**") with PSP Parent, LLC, a Delaware limited liability company, the other Borrowers party thereto (together with Grantor, "**Borrowers**"), the Subsidiary Guarantors party thereto, the lenders listed therein as Lenders (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the "**Lenders**"), KeyBank National Association, as Syndication Agent, NXT Capital, LLC, as Documentation Agent, BNP Paribas Securities Corp., SG Americas Securities, LLC and KeyBank National Association, as Joint Lead Arrangers, BNP Paribas Securities Corp. and SG Americas Securities, LLC, as Joint Book Managers, and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers and their Subsidiaries may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of September 13, 2010 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented refinanced, replaced or otherwise modified from time to time, being the "**Guaranty**") in favour of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Loan Parties under the Credit Agreement and the other Loan Documents and all obligations of Borrowers and their Subsidiaries under the Lender Hedge Agreements, including, without limitation, the obligation of Borrowers and their Subsidiaries to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 13, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented refinanced, replaced or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the United States Trademark registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

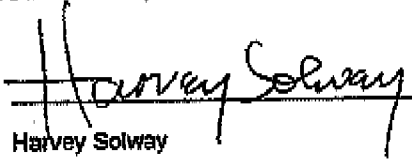
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Grant of Trademark Security Interest and the provisions of the Security Agreement, the Security Agreement shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13th day of September, 2010.

PSP FRANCHISING, LLC

By:

A handwritten signature in black ink that reads "Harvey Solway". The signature is written over a horizontal line.

Name: Harvey Solway

Title: Chief Executive Officer

Trademark Security Agreement