# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| PETCO ANIMAL SUPPLIES, INC. | | 11/24/2010 | CORPORATION: DELAWARE |
| PETCO ANIMAL SUPPLIES STORES, INC. | | 11/24/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | CREDIT SUISSE AG, AS COLLATERAL AGENT |
| Street Address: | 11 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | AG: SWITZERLAND |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1941996 | AQUATIC GARDENS |
| Registration Number: | 1910822 | AVIAN SELECT |
| Registration Number: | 3181627 | BACKYARD SANCTUARY |
| Registration Number: | 2004654 | BONE BUDDIES |
| Registration Number: | 2795985 | BOTTOMLESS BOWL |
| Registration Number: | 2831842 | COLLAPSI-BOWL |
| Registration Number: | 1607957 | |
| Registration Number: | 3854187 | |
| Registration Number: | 3163308 | DICKENS' CLOSET |
| Registration Number: | 3670279 | DICKENS' CLOSET |
| Registration Number: | 1884615 | FINISHING TOUCH |
| Registration Number: | 3742916 | FINISHING TOUCH |
| Registration Number: | 2416808 | FRESH BREATH |

OP $1115.00 1941996

| | | |
|---|---|---|
| Registration Number: | 2155254 | HEALTHY SELECT |
| Registration Number: | 3187857 | HEALTHY SELECT |
| Registration Number: | 1994840 | IPSD |
| Registration Number: | 1954958 | PAW PALS |
| Registration Number: | 2840705 | PETCARE |
| Registration Number: | 1979330 | PET GOLD |
| Registration Number: | 1695073 | PETCO |
| Registration Number: | 3755215 | PETCO |
| Registration Number: | 3134084 | PETCO DOGGIE DAY CAMP |
| Registration Number: | 2172931 | PETCO P.A.L.S. |
| Registration Number: | 3234116 | QUICK-CAGE |
| Registration Number: | 1779046 | RUFF TOYS |
| Registration Number: | 3073880 | SHED-LESS |
| Registration Number: | 1883597 | SMALL ANIMAL KINGDOM |
| Registration Number: | 3005206 | SUPREME NUTRITION |
| Registration Number: | 3112766 | THINK ADOPTION FIRST |
| Registration Number: | 3353242 | TOP DOG |
| Registration Number: | 1982944 | TOY BUDDIES |
| Registration Number: | 2164433 | VETCO |
| Registration Number: | 2037257 | WHERE THE PETS GO |
| Serial Number: | 77907687 | GENERATION NATURAL PET |
| Serial Number: | 85117738 | HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD. |
| Serial Number: | 77907645 | HEALTHY LIVING NATURALLY BY PETCO |
| Serial Number: | 77907675 | HEALTHY LIVING NATURALLY, BY PETCO |
| Serial Number: | 77907654 | HEALTHY LIVING NATURALLY |
| Serial Number: | 77954167 | LEFT, RIGHT, CLICK |
| Serial Number: | 77954183 | NOW, IT'S AS EASY AS...L R CLICK! |
| Serial Number: | 85061124 | PETCO UNLEASHED |
| Serial Number: | 77907702 | PLANET PETCO |
| Serial Number: | 77954581 | PLANET PETCO |
| Serial Number: | 77703072 | UNLEASHED BY PETCO |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

| | |
|---|---|
| **Phone:** | 3016380511 |
| **Email:** | ipresearchplus@comcast.net |
| **Correspondent Name:** | IP Research Plus, Inc. |
| **Address Line 1:** | 21 Tadcaster Circle |
| **Address Line 2:** | Attn: Penelope J.A. Agodoa |
| **Address Line 4:** | Waldorf, MARYLAND 20602 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 36497 |
| **NAME OF SUBMITTER:** | Penelope J.A. Agodoa |
| **Signature:** | /pja/ |
| **Date:** | 12/17/2010 |

**Total Attachments: 11**
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TRADEMARK SECURITY AGREEMENT dated as of November 24, 2010 (this "***Agreement***"), among PETCO ANIMAL SUPPLIES, INC. (the "***Borrower***"), the undersigned subsidiaries of the Borrower party hereto (together with the Borrower, the "***Assignors***") and CREDIT SUISSE AG, as collateral agent (in such capacity, the "***Assignee***").

Reference is made to (a) the Pledge and Security Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "***Security Agreement***"), among the Borrower, the subsidiaries from time to time party thereto (the "***Subsidiaries***") and the Assignee and (b) the Term Loan Credit Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the Subsidiaries, the lenders from time to time party thereto and the Assignee. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

(a) SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance in full of the Obligations, each Assignor, pursuant to the Security Agreement, did and hereby does grant to the Assignee and its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"): (a) all common law trademarks, trademark registrations and trademark applications, common law service marks, service mark registrations and service mark applications, trade names, corporate names, trade dress and logos, including those set forth on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (b) all extensions and renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (d) all rights to sue for past, present and future infringements of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include or the security interest attach to any Excluded Asset.

SECTION 3. Security Agreement. The security interests granted to the Assignee herein are granted in furtherance, and not in limitation of, the security interests granted to the Assignee pursuant to the Security Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ASSIGNORS:**

PETCO ANIMAL SUPPLIES, INC.,

by Michael E Foss

Name: Michael E. Foss
Title: Executive Vice President & Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES, INC.,

by Michael E Foss

Name: Michael E. Foss
Title: Executive Vice President & Chief Financial Officer

**ASSIGNEE:**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

[Signature Page to PETCO Term Loan Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ASSIGNORS:**

PETCO ANIMAL SUPPLIES, INC.,

by

Name: Michael E. Foss
Title: Executive Vice President & Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES, INC.,

by

Name: Michael E. Foss
Title: Executive Vice President & Chief Financial Officer

**ASSIGNEE:**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent,

by

Name: JOHN D. TORONTO
Title: DIRECTOR

by

Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to PETCO Term Loan Trademark Security Agreement]

Schedule I

I. Trademarks

See attached.

II. Trademark Applications

See attached.

III. Trademark Licenses

| Licensee | Licensor | Mark | Registration Number |
|---|---|---|---|
| Vetco Hospitals, Inc. | PETCO Animal Supplies Stores, Inc. | "VETCO", a registered trademark of PETCO | 2164433 |

[[3251224]]

Trademarks, trademark registrations and trademark applications with USPTO

| Mark | Serial No. / Filing Date | Reg. No. / Reg. Date | Class(es) | Owner<br><br>**PASI** – PETCO Animal Supplies, Inc.<br>**PASSI** – PETCO Animal Supplies Stores, Inc. |
|---|---|---|---|---|
| 1. AQUATIC GARDENS | 74446228<br>10/12/93 | 1941996<br>12/19/95 | 11,16 | PASI |
| 2. AVIAN SELECT | 74522280<br>05/09/94 | 1910822<br>08/08/95 | 21,28,31 | PASI |
| 3. BACKYARD SANCTUARY | 78467457<br>08/13/04 | 3181627<br>12/05/06 | 31 | PASI |
| 4. BONE BUDDIES | 74469150<br>12/13/93 | 2004654<br>10/01/96 | 18,31 | PASI |
| 5. BOTTOMLESS BOWL | 78039341<br>12/14/00 | 2795985<br>12/16/03 | 35 | PASI |
| 6. COLLAPSI-BOWL | 78156400<br>08/21/02 | 2831842<br>04/13/04 | 21 | PASI |
| 7. | 74006754<br>12/01/89 | 1607957<br>07/31/90 | 3,5,31,42 | PASI |
| 8. | 77335711<br>11/21/07 | 3854187<br>09/28/10 | 5,7,11,18,21,25,28,31,35 | PASSI |
| 9. DICKEN'S CLOSET | 78157407<br>08/23/02 | 3163308<br>10/24/06 | 18 | PASI |



[[3251224]]

TRADEMARK
REEL: 004435 FRAME: 0478

| Mark | Serial No. / Filing Date | Reg. No. / Reg. Date | Class(es) | Owner<br><br>**PASI** – PETCO Animal Supplies, Inc.<br>**PASSI** – PETCO Animal Supplies Stores, Inc. |
|---|---|---|---|---|
| 10. DICKEN'S CLOSET | 77413511<br>03/05/08 | 3670279<br>08/18/09 | 18 | PASSI |
| 11. FINISHING TOUCH | 74326884<br>10/30/92 | 1884615<br>03/21/95 | 8,21 | PASI |
| 12. FINISHING TOUCH | 77406775<br>02/26/08 | 3742916<br>01/26/10 | 8,21 | PASSI |
| 13. FRESH BREATH | 75562019<br>09/30/98 | 2416808<br>01/02/01 | 28 | PASI |
| 14. GENERATION NATURAL PET | 77907687<br>01/08/10 | | 5,16,18,21,28,31,35 | PASSI |
| 15. HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD. | 85117738<br>8/27/10 | | 42 | PASSI |
| 16. healthy living naturally ™ PETCO | 77907645<br>01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 17. HEALTHY LIVING NATURALLY, BY PETCO | 77907675<br>01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 18. HEALTHY LIVING NATURALLY | 77907654<br>01/08/10 | | 5,18,21,28,31,35 | PASSI |
| 19. HEALTHY SELECT | 75019419<br>11/14/95 | 2155254<br>05/05/98 | 31 | PASI |



[[3251224]]

TRADEMARK
REEL: 004435 FRAME: 0479

| Mark | Serial No. / Filing Date | Reg. No. / Reg. Date | Class(es) | Owner<br><br>**PASI** – PETCO Animal Supplies, Inc.<br>**PASSI** – PETCO Animal Supplies Stores, Inc. |
|---|---|---|---|---|
| 20. HEALTHY SELECT | 78257223<br>06/02/03 | 3187857<br>12/19/06 | 31 | PASI |
| 21. IPSD | 74650684<br>03/23/95 | 1994840<br>08/20/96 | 42 | PASI |
| 22. LEFT, RIGHT, CLICK | 77954167<br>03/09/10 | | 18 | PASSI |
| 23. Now, it's as easy as... L → R → Click! | 77954183<br>03/09/10 | | 18 | PASSI |
| 24. PAW PALS | 74650683<br>03/23/95 | 1954958<br>02/06/96 | 28 | PASI |
| 25. PETCARE | 76205646<br>02/06/01 | 2840705<br>05/11/04 | 36 | PASI |
| 26. PET GOLD | 74608956<br>12/09/94 | 1979330<br>06/11/96 | 3,5,31 | PASI |
| 27. PETCO | 74157241 | 1695073 | 42 | PASI |



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TRADEMARK
REEL: 004435 FRAME: 0480

| Mark | Serial No. / Filing Date | Reg. No. / Reg. Date | Class(es) | Owner<br>PASI – PETCO Animal Supplies, Inc.<br>PASSI – PETCO Animal Supplies Stores, Inc. |
|---|---|---|---|---|
| | 04/15/91 | 06/16/92 | | |
| 28. PETCO | 77321861<br>11/05/07 | 3755215<br>03/02/10 | 5,7,11,16,18,21,25,28,31,35,36,41 | PASSI |
| 29. PETCO DOGGIE DAY CAMP | 78487976<br>09/22/04 | 3134084<br>08/22/06 | 43 | PASI |
| 30. PETCO P.A.L.S. | 75312559<br>06/20/97 | 2172931<br>07/14/98 | 35 | PASI |
| 31. PETCO UNLEASHED | 85061124<br>6/11/10 | | 35, 41 | PASSI |
| 32. PLANET PETCO | 77907702<br>01/08/10 | | 5,7,11,16,18,21,25,28,35,41 | PASSI |
| 33. PLANET PETCO | 77954581<br>03/09/10 | | 5,7,11,16,18,21,25,28,35,41 | PASSI |
| 34. QUICK-CAGE | 78176127<br>10/18/02 | 3234116<br>04/24/07 | 21 | PASI |
| 35. RUFF TOYS | 74325127<br>10/21/92 | 1779046<br>06/29/93 | 28 | PASI |
| 36. SHED-LESS | 76227848<br>03/21/01 | 3073880<br>03/28/06 | 44 | PASI |



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TRADEMARK
REEL: 004435 FRAME: 0481

| Mark | Serial No. / Filing Date | Reg. No. / Reg. Date | Class(es) | Owner<br><br>**PASI** – PETCO Animal Supplies, Inc.<br>**PASSI** – PETCO Animal Supplies Stores, Inc. |
|---|---|---|---|---|
| 37. | 74396980<br>05/28/93 | 1883597<br>03/14/95 | 18,21,28 | PASI |
| 38. SUPREME NUTRITION | 78243336<br>04/29/03 | 3005206<br>10/04/05 | 31 | PASI |
| 39. THINK ADOPTION FIRST | 78416965<br>05/11/04 | 3112766<br>07/04/06 | 45 | PASI |
| 40. TOP DOG | 78405952<br>04/21/04 | 3353242<br>12/11/07 | 35 | PASI |
| 41. TOY BUDDIES | 74536698<br>06/13/94 | 1982944<br>06/25/96 | 28 | PASI |
| 42. VETCO | 75083837<br>04/04/96 | 2164433<br>06/09/98 | 42 | PASI |
| 43. WHERE THE PETS GO | 75083836<br>04/04/96 | 2037257<br>02/11/97 | 42 | PASI |
| 44. UNLEASHED BY PETCO | 77703072<br>03/31/09 | | 35,41 | PASSI |



[[3251224]]

RECORDED: 12/17/2010

TRADEMARK
REEL: 004435 FRAME: 0482