

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|---|----------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Pooch Hotel, Inc. | | 03/24/2011 |
| | Pooch Hotels, Inc. | | 03/24/2011 |
| | | | Entity Type |
| | | | CORPORATION: ILLINOIS |
| | | | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Petco Animal Supplies Stores, Inc. | | |
| Street Address: | 9125 Rehco Road | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92121-2270 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3849058 | POOCH HOTEL |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (858)638-2201 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 858-202-7813 | | |
| Email: | sdipdocket@pillsburylaw.com | | |
| Correspondent Name: | Petco Animal Supplies Stores, Inc. | | |
| Address Line 1: | 9125 Rehco Road | | |
| Address Line 4: | San Diego, CALIFORNIA 92121-2270 | | |
| ATTORNEY DOCKET NUMBER: | 044157-0000008 | | |
| NAME OF SUBMITTER: | Michelle L. Mehok | | |
| Signature: | /michelle mehok/ | | |

Date:

03/30/2012

Total Attachments: 4

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ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (the “**Assignment**”) is made as of March 24, 2011 by and among POOCH HOTEL, INC., an Illinois corporation, and POOCH HOTELS, INC., a California corporation (together, the “**Sellers**”), and PETCO ANIMAL SUPPLIES STORES, INC., a Delaware corporation (“**Buyer**”).

RECITALS:

A. Buyer, Sellers, Robin Tomb and Gregory Tomb (as shareholders) have entered into an Asset Purchase Agreement, dated as of March 24, 2011 (the “**Purchase Agreement**”), which by this reference is incorporated herein, pursuant to which Sellers shall assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, the entire right, title and interest in and to all of the Purchased Assets (as such term is defined in the Purchase Agreement). All capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Sellers have agreed to sell, assign, transfer and set over unto Buyer, as of the Closing Date, all of Sellers’ right, title and interest in and to any and all Proprietary Rights relating to the Business, including, without limitation: all of Sellers’ federal, state and foreign registrations of trademarks and of other marks, trade names or other trade rights, and all pending applications for any such registrations and all of Sellers’ patents and copyrights and all pending applications therefor, in which Sellers have any interest whatsoever, whether or not registered, that are used by or on behalf of Sellers in connection with the Business, including, without limitation, those listed on Schedule A attached hereto.

AGREEMENT

In consideration of and in reliance on this Assignment, Buyer agrees to pay Sellers the Purchase Price in accordance with the terms of the Purchase Agreement.

In consideration therefor, Sellers do hereby sell, assign, transfer and set over unto Buyer, to the extent transferable, as of the Closing Date of the Purchase Agreement, all of their right, title and interest in and to the Proprietary Rights, and all goodwill associated therewith, together with all of Sellers’ right to use all of the foregoing in connection with the Proprietary Rights.

Sellers hereby covenant that Sellers have full right to convey the entire interest herein assigned and that Sellers have not executed and will not execute any agreement in conflict herewith.

Sellers further agree that it will communicate to Buyer any facts known to Sellers respecting the Proprietary Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid Buyer to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Proprietary Rights.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

PETCO ANIMAL SUPPLIES STORES, INC. POOCH HOTEL, INC.

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

By: _____
Name: Robin Tomb
Title: CEO

POOCH HOTELS, INC.

By: _____
Name: Robin Tomb
Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

PETCO ANIMAL SUPPLIES STORES, INC. POOCH HOTEL, INC.

By: _____
Name: Michael E. Foss
Title: Executive Vice President and Chief
Financial Officer

By: Robin Tomb
Name: Robin Tomb
Title: CEO

POOCH HOTELS, INC.

By: Robin Tomb
Name: Robin Tomb
Title: CEO

SCHEDULE A TO EXHIBIT D

LIST OF PROPRIETARY RIGHTS

- The service mark “Pooch Hotel” registered with the U.S. Patent and Trademark Office on the Supplement Register under registration number 3849058.
- The universal resource locator (URL) <http://www.poochhotel.com>.
- Sellers’ customer lists.
- The phrase “We love dogs.”