

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pet360, Inc.		03/11/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	390 Greenwich Street, 1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3929944	PET360
Registration Number:	4216914	PET360
Registration Number:	4304245	PET360
Registration Number:	4304243	PET360
Registration Number:	4385330	PET PARENTING. SIMPLIFIED.
Serial Number:	85458198	PETOOLAH
Registration Number:	3214157	PETSTYLE
Registration Number:	3716961	PETSTYLE
Registration Number:	2438675	PETSTYLE.COM
Registration Number:	4000803	BLOGPAWS
Serial Number:	86232302	ONLY NATURAL PET
Registration Number:	4197370	ONLY NATURAL PET
Registration Number:	4185509	ONLY NATURAL PET STORE
Registration Number:	3504384	ONLY NATURAL PET STORE
Registration Number:	3624223	PETLANTHROPY
Registration Number:	3867153	CLICK.SAVE.RELAX!
Registration Number:	3910083	PETFOODDIRECT
Registration Number:	3834849	

CH \$1140.00 3929944

Property Type	Number	Word Mark
Registration Number:	3246593	PETFOODDIRECT
Registration Number:	2445327	PETFOODDIRECT.COM
Registration Number:	4117356	PETFOODDIRECT.COM
Registration Number:	3250818	AMERICA'S PET STORE ON THE WEB
Registration Number:	4197657	PFD REWARDS
Registration Number:	3583894	ZOOTOO
Registration Number:	3500033	ZOO TOO
Registration Number:	3583853	ZOOTOO HOUSE
Registration Number:	3600048	ZOOTOO
Registration Number:	3565649	ZOOTOO
Registration Number:	3583892	ZOOTOO HOUSE
Registration Number:	3503707	RATE AND REVIEW THE PET WORLD
Registration Number:	3693195	ZOOTOO TV
Registration Number:	3581323	PET PULSE
Registration Number:	3581324	PET PULSE
Registration Number:	3702328	BRINGING PET LOVERS TOGETHER
Registration Number:	3702327	A PLACE FOR PET LOVERS
Registration Number:	3696540	PET LOVERS CHOICE AWARDS
Registration Number:	3729349	SOCIAL PETWORKING
Registration Number:	3620784	PET WARS
Registration Number:	3641050	ZOOTOO.COM ANGELS
Registration Number:	3641051	ZOOTOO.COM ANGELS
Registration Number:	3806123	ZOOTOO PET NEWS
Registration Number:	3950495	ZOOTOO
Registration Number:	3116518	PETSCRIPTIONS
Registration Number:	2445325	PETFOOD DIRECT
Registration Number:	3554591	ZOOTOO

CORRESPONDENCE DATA

Fax Number: 2123037064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78644.00030 (ABL)

NAME OF SUBMITTER: Christine Dionne

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/11/2015
Total Attachments: 6 source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page1.tif source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page2.tif source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page3.tif source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page4.tif source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page5.tif source=PetSmart Argos ABL Trademark Security Agreement Pet360, Inc. (executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of March 11, 2015 (this "Agreement"), between Pet360, Inc. (the "Grantor") and Citibank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to the ABL Credit Agreement dated as of March 11, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Argos Holdings Inc., a Delaware corporation ("Holdings"), PetSmart, Inc., a Delaware corporation (the "U.S. Borrower"), PETM Canada Corporation, a Nova Scotia unlimited liability company (the "Canadian Borrower"), and together with the U.S. Borrower, the "Borrowers"), the Lenders party thereto and Citibank, N.A., as Administrative Agent, and the various other parties thereto (b) the Collateral Agreement dated as of March 11, 2015 (the "Collateral Agreement"), among Holdings, the U.S. Borrower, the various other Grantors party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

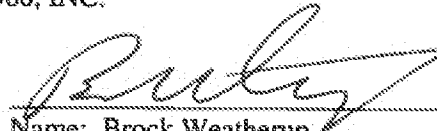
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

PET360, INC.

By:



Name: Brock Weatherup

Title: Chief Executive Officer

[ABL TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
REEL: 005476 FRAME: 0254

CITIBANK, N.A., as Administrative Agent,



By: _____

Name: Christopher Marino
Title: Vice President and Director

Schedule I

Intellectual Property

Trademarks and Trademark Applications

Trademark	Registration No.	Registered Owner
PET360	3929944	Pet360, Inc.
PET360 (Design and words indicated)	4216914	Pet360, Inc.
PET360	4304245	Pet360, Inc.
PET360 (Design and words indicated)	4304243	Pet360, Inc.
Pet Parenting. Simplified.	4385330	Pet360, Inc.
PETOO LAH	85458198	Pet360, Inc.
PETSTYLE	3214157	Pet360, Inc.
PETSTYLE (Design and words indicated)	3716961	Pet360, Inc.
PETSTYLE.COM	2438675	Pet360, Inc.
BLOGPAWS (Design and words indicated)	4000803	Pet360, Inc.
ONLY NATURAL PET	86232302 (serial number with USPTO, patent application pending)	Pet360, Inc.
ONLY NATURAL PET	4197370	Pet360, Inc.
ONLY NATURAL PET STORE	4185509	Pet360, Inc.
ONLY NATURAL PET STORE (Design and words indicated)	3504384	Pet360, Inc.
PETLANTHROPY	3624223	Pet360, Inc.
Click.SAVE.Relax!	3867153	Pet360, Inc.
Dog and Cat Design with PFD Word	3910083	Pet360, Inc.

Dog and Cat (Design Only)	3834849	Pet360, Inc.
PETFOODDIRECT	3246593	Pet360, Inc.
PETFOOD DIRECT	2445325	Pet360, Inc.
PETFOODDIRECT.com	2445327	Pet360, Inc.
PETFOODDIRECT.com	4117356	Pet360, Inc.
AMERICA'S PET STORE ON THE WEB	3250818	Pet360, Inc.
PETSCRIPTIONS	3116518	Pet360, Inc.
PFD Rewards	4197657	Pet360, Inc.
ZOOTOO	3583894	Pet360, Inc.
ZOO TOO	3500033	Pet360, Inc.
ZOOTOO	3554591	Pet360, Inc.
ZOOTOO (Design and words indicated)	3600048	Pet360, Inc.
ZOOTOO	3565649	Pet360, Inc.
ZOOTOO HOUSE	3583892	Pet360, Inc.
ZOOTOO HOUSE	3583853	Pet360, Inc.
RATE AND REVIEW THE PET WORLD	3503707	Pet360, Inc.
ZOOTOO TV	3693195	Pet360, Inc.
PET PULSE	3581323	Pet360, Inc.
PET PULSE (Design and words indicated)	3581324	Pet360, Inc.
BRINGING PET LOVERS TOGETHER	3702328	Pet360, Inc.
A PLACE FOR PET LOVERS	3702327	Pet360, Inc.

Schedule I-2

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TRADEMARK
REEL: 005476 FRAME: 0257

PET LOVERS CHOICE AWARDS	3696540	Pet360, Inc.
SOCIAL PETWORKING	3729349	Pet360, Inc.
PET WARS	3620784	Pet360, Inc.
ZOOTOO.COM ANGELS	3641050	Pet360, Inc.
ZOOTOO.COM ANGELS (Design and words indicated)	3641051	Pet360, Inc.
ZOOTOO PET NEWS	3806123	Pet360, Inc.
ZOOTOO (Design and words indicated)	3950495	Pet360, Inc.

Schedule I-3

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RECORDED: 03/11/2015

**TRADEMARK
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