

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PSP Franchising, LLC		04/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: FRANCE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1960318		
<b>Registration Number:</b>	3135599	PET SUPPLIES "PLUS" YOUR PET'S FAVORITE	
<b>Registration Number:</b>	2190176	PET SUPPLIES "PLUS"	
<b>Registration Number:</b>	1712087	PET SUPPLIES PLUS	
<b>Registration Number:</b>	1708560	PET SUPPLIES "PLUS"	
<b>Registration Number:</b>	4156851	PSP PREFERRED PET CLUB	
<b>Registration Number:</b>	4235030	GREAT PRICES. NO BEGGING.	
<b>Registration Number:</b>	4478851	PS+	
<b>Registration Number:</b>	4262691	PS+	
<b>Registration Number:</b>	4482681	PS+	
<b>Registration Number:</b>	4569758	PS+	
<b>Serial Number:</b>	86440701	PS+	
<b>Serial Number:</b>	86975904	ROSCOE	
<b>Serial Number:</b>	86088041	ROSCOE	
<b>Serial Number:</b>	86113269	MISSY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 1960318

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-927-9801 x 62348  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue NW, Suite 430  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	578574-005
--------------------------------	------------

<b>NAME OF SUBMITTER:</b>	Jean Paterson
---------------------------	---------------

<b>SIGNATURE:</b>	/jep/
-------------------	-------

<b>DATE SIGNED:</b>	04/07/2015
---------------------	------------

**Total Attachments: 5**

source=4-7-15 PSP Franchising LLC-TM#page1.tif

source=4-7-15 PSP Franchising LLC-TM#page2.tif

source=4-7-15 PSP Franchising LLC-TM#page3.tif

source=4-7-15 PSP Franchising LLC-TM#page4.tif

source=4-7-15 PSP Franchising LLC-TM#page5.tif

**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 April 6, 2015 (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, among others, PSP Group, LLC, a Delaware limited liability company ("**Company**"), Pet Supplies "Plus", LLC, a Delaware limited liability company, the other Borrowers party thereto (collectively, the "**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**"), 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 the Borrowers;

**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 April 6, 2015 (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 favor 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 (subject to the limitations provided therein in respect of Swap Obligations (as defined therein)); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of April 6, 2015 (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.

*[The remainder of this page is intentionally left blank.]*




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 6<sup>th</sup> day of April, 2015.

PSP Franchising, LLC,  
as Grantor

By 

Name: Daniel Boose  
Title: Chief Financial Officer

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

Mark	Application No.	File Date	Registration No.	Reg Date	Owner Name	Status
DESIGN (PET'S) 	74/661,206	04/14/1995	1,960,318	03/05/1996	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" YOUR PET'S FAVORITE STORE	78/704,165	08/31/2005	3,135,599	08/29/2006	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" & DESIGN 	74/661,205	04/14/1995	2,190,176	09/22/1998	PSP Franchising, LLC	REGISTERED
PET SUPPLIES PLUS	74/113,704	11/08/1990	1,712,087	09/01/1992	PSP Franchising, LLC	REGISTERED
PET SUPPLIES "PLUS" 	74/113,703	11/08/1990	1,708,560	08/18/1992	PSP Franchising, LLC	REGISTERED
PSP PREFERRED PET CLUB	85/370,208	07/13/2011	4,156,851	06/12/2012	PSP Franchising, LLC	REGISTERED
GREAT PRICES. NO BEGGING.	85/397,974	08/15/2011	4,235,030	10/30/2012	PSP Franchising, LLC	REGISTERED
PS+	85/747,943	10/08/2012	4,478,851	02/04/2014	PSP Franchising, LLC	REGISTERED (collars & chains)
PS+	85/977,827	10/25/2010	4,262,691	12/18/2012	PSP Franchising, LLC	REGISTERED (toys, rawhides, leashes)
PS+	85/980,581	10/25/2010	4,482,681	02/11/2014	PSP Franchising, LLC	REGISTERED (feeding bowls, grooming tools, cages)
PS+	85/981,980	10/25/2010	4,569,758	07/15/2014	PSP Franchising, LLC	REGISTERED (beds, scoops)
PS+	86/440,701	10/31/2014			PSP Franchising, LLC	PENDING (retail pet stores, dog food)
ROSCOE	86/975,904	10/10/2013			PSP Franchising, LLC	PENDING- (pet toys, pet pads and waste bags)
ROSCOE	86/088,041	10/10/2013			PSP Franchising, LLC	PENDING (grooming tools, pet apparel, rawhide,

Mark	Application No.	File Date	Registration No.	Reg Date	Owner Name	Status
						leashes, chains, beds, scoops, kennels, pet treats)
MISSY	86/113,269	11/08/2013			PSP Franchising, LLC	PENDING