

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Extreme, Inc.		12/02/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2731049	PET EXTREME	
Registration Number:	2702036		
Registration Number:	3780713	SERVICE & SELECTION UNLEASHED	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>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.</i>			
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		
ATTORNEY DOCKET NUMBER:	905913-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	12/10/2015		
Total Attachments: 5			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PET EXTREME, INC., a California corporation ("**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, reference is made to that certain 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, the 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**");

WHEREAS, the Borrowers and the other guarantors named therein (collectively, the "**Guarantors**") have entered into 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 the Guarantors have 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);

WHEREAS, Grantor has executed and delivered that certain Counterpart for Additional Guarantors dated as of the date hereof, pursuant to which the Grantor has become an "Additional Guarantor" (as defined in the Guaranty) under the Guaranty and has agreed to be bound by all of the terms thereof;

WHEREAS, the Parent, the Borrowers and the other grantors named therein (the "**Existing Grantors**") have entered into that certain 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**"), in favor of Secured Party, pursuant to which the Existing Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

WHEREAS, the Grantor has executed and delivered that certain Counterpart to Security Agreement dated as of the date hereof, pursuant to which the Grantor becomes a "Grantor" (as defined in the Security Agreement) under the Security Agreement and has agreed to be bound by all of the terms thereof;

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.

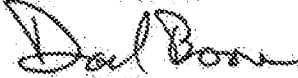
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Grant of Trademark 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 2 day of December, 2015.

PET EXTREME, INC.

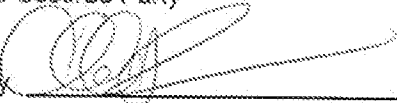
By:




Name: Daniel Boose

Title: Chief Financial Officer

BNP PARIBAS,
as Secured Party


By 

Name: Charles Komano
Title: Director

By 

Name: Jeremie Braoude
Title: Vice President

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

Mark	Application #	File Date	Reg #	Reg Date	Owner Name	Status
PET EXTREME	75982986	11/9/2000	2731049	7/1/2003	Pet Extreme, Inc.	REGISTERED
Happy Dog design mark 	76351951	12/20/2001	2702036	4/1/2003	Pet Extreme, Inc.	REGISTERED
SERVICE & SELECTION UNLEASHED	77821986	9/8/2009	3780713	4/27/2010	Pet Extreme, Inc.	REGISTERED