

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pet Valu Canada Inc.		07/05/2016	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Administrative Agent
Street Address:	666 Fifth Ave, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	4359356	BAILEY & BELLA
Registration Number:	4545072	BAILEY & BELLA
Registration Number:	1994009	CASEY'S CHOICE
Registration Number:	3304289	
Registration Number:	4494722	COLOR OF HEALTH
Registration Number:	2908039	
Registration Number:	3320653	
Registration Number:	2091563	FLUFFY'S FAVORITE RECIPES
Registration Number:	3481778	FRESH4LIFE
Registration Number:	2741666	GOURMET CUISINE
Registration Number:	4855767	GROOMINGTAILS
Registration Number:	4653734	HEAD TO TAIL
Registration Number:	4653735	HEAD TO TAIL
Registration Number:	1764759	HEALTH DIET
Registration Number:	4700577	JUMP
Registration Number:	4760794	JUMP
Registration Number:	2959261	KITTY'S BEST
Registration Number:	2240074	LIFE BLEND
Registration Number:	3240646	MEWSPRINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1572264	PERFORMATRIN
Registration Number:	3571890	PERFORMATRIN EXCELLENCE IN NUTRITION A S
Registration Number:	3683056	PERFORMATRIN· EXCELLENCE IN NUTRITION· A
Registration Number:	3661303	LIFE STAGES PERFORMATRIN CANINE HEALTH S
Registration Number:	3489447	LIFE STAGES PERFORMATRIN FELINE HEALTH S
Registration Number:	2144850	PERFORMATRIN NATURAL
Registration Number:	3489448	SPECIALTY CARE PERFORMATRIN FELINE HEALT
Registration Number:	2972130	PERFORMATRIN ULTRA
Registration Number:	1980978	PET VALU
Registration Number:	1563967	PET VALU
Registration Number:	3144565	PET VALU BETTER PET NUTRITION
Registration Number:	3963108	PET VALU COMPANION
Registration Number:	2279893	PET VALU FREQUENT CUSTOMER CLUB
Registration Number:	2083164	PET VALU PET FOODS & SUPPLIES
Registration Number:	4955118	PET VALU YOUR PET YOUR STORE
Registration Number:	2192879	PREFERRED BLEND
Registration Number:	3253741	SLIM CARE
Registration Number:	4049745	SOLESCA WOODS
Registration Number:	3868526	THE PULSE OF FELINE NUTRITION
Registration Number:	2204515	W B F
Registration Number:	2276510	YOUR NEIGHBORHOOD STORE WITH SUPERSTORE
Registration Number:	3989376	YOUR PET. YOUR STORE
Serial Number:	86594934	BAILEY & BELLA
Serial Number:	86010032	ESSENTIALS PET EXPERT APPROVED
Serial Number:	86011200	ESSENTIALS PET EXPERT APPROVED
Serial Number:	85958940	JUMP
Serial Number:	86866817	LAWN +
Serial Number:	86320932	LOVE ME SPOIL ME TREAT ME
Serial Number:	86308073	PERFORMATRIN ULTRA LIMITED

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778316

Email: daritza.vergara@kattenlaw.com

Correspondent Name: Daritza Vergara c/o Katten

Address Line 1: 525 W. Monroe

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Daritza Vergara
SIGNATURE:	/Daritza Vergara/
DATE SIGNED:	07/05/2016
Total Attachments: 6 source=Pet - Executed US Trademark Security Agreement (PVC1)#page1.tif source=Pet - Executed US Trademark Security Agreement (PVC1)#page2.tif source=Pet - Executed US Trademark Security Agreement (PVC1)#page3.tif source=Pet - Executed US Trademark Security Agreement (PVC1)#page4.tif source=Pet - Executed US Trademark Security Agreement (PVC1)#page5.tif source=Pet - Executed US Trademark Security Agreement (PVC1)#page6.tif	

U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 5, 2016, is between PET VALU CANADA INC., a British Columbia corporation ("Grantor"), and GOLUB CAPITAL MARKETS LLC, as Administrative Agent (in such capacity, "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Pet Holdings ULC, a British Columbia unlimited liability company (the "Canadian Borrower"), Pet Supermarket, Inc., a Florida corporation (the "U.S. Borrower"); together with the Canadian Borrower and such other Persons who may from time to time execute and deliver a Loan Party Joinder Agreement (as defined in the Credit Agreement) pursuant to which such Person shall join in the execution thereof and each of the other Loan Documents as a "Borrower" thereunder, each a "Borrower" and collectively the "Borrowers"), the Canadian Borrower as Borrower Representative, the other Loan Parties from time to time party thereto, the Lenders and Grantee providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Canadian Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under the Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, Grantee shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to Grantor.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

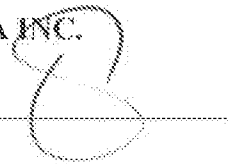
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PET VALU CANADA INC.

By: _____

Name: Tom McNeely

Title: President

A handwritten signature in black ink, appearing to be 'Tom McNeely', written over a horizontal dotted line.

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Signature Page to U.S. Trademark Security Agreement

TRADEMARK
REEL: 005828 FRAME: 0305

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
BAILEY & BELLA	U.S.	June 25, 2013	4,359,356	Pet Valu Canada Inc.
BAILEY & BELLA	U.S.	June 3, 2014	4,545,072	Pet Valu Canada Inc.
CASEY'S CHOICE	U.S.	August 13, 1996	1,994,009	Pet Valu Canada Inc.
CAT MOON & STARS DESIGN II	U.S.	October 2, 2007	3,304,289	Pet Valu Canada Inc.
COLOR OF HEALTH	U.S.	March 11, 2014	4,494,722	Pet Valu Canada Inc.
DOG MOON AND STARS DESIGN	U.S.	December 7, 2004	2,908,039	Pet Valu Canada Inc.
DOG MOON AND STARS DESIGN II	U.S.	October 23, 2007	3,320,653	Pet Valu Canada Inc.
FLUFFY'S FAVORITE RECIPES	U.S.	August 26, 1997	2,091,563	Pet Valu Canada Inc.
FRESH 4 LIFE	U.S.	August 5, 2008	3,481,778	Pet Valu Canada Inc.
GOURMET CUISINE	U.S.	July 29, 2003	2,741,666	Pet Valu Canada Inc.
GROOMINGTAILS	U.S.	November 17, 2015	4,855,767	Pet Valu Canada Inc.
HEAD TO TAIL (Stylized)	U.S.	December 9, 2014	4,653,734	Pet Valu Canada Inc.
HEAD TO TAIL and DESIGN	U.S.	December 9, 2014	4,653,735	Pet Valu Canada Inc.
HEALTH DIET (U.S.)	U.S.	April 13, 1993	1,764,759	Pet Valu Canada Inc.
JUMP with CAT DESIGN	U.S.	March 10, 2015	4,700,577	Pet Valu Canada Inc.
JUMP with DOG DESIGN	U.S.	June 23, 2015	4,760,794	Pet Valu Canada Inc.
KITTY'S BEST	U.S.	June 7, 2005	2,959,261	Pet Valu Canada Inc.
LIFE BLEND	U.S.	April 20, 1999	2,240,074	Pet Valu Canada Inc.
MEWSPRINT	U.S.	May 8, 2007	3,240,646	Pet Valu Canada Inc.
PERFORMATRIN	U.S.	December 19, 1989	1,572,264	Pet Valu Canada Inc.
PERFORMATRIN EXCELLENCE IN NUTRITION – A scientifically Balanced Premium Diet & Cat in Circle Design	U.S.	February 10, 2009	3,571,890	Pet Valu Canada Inc.
PERFORMATRIN EXCELLENCE IN NUTRITION – A scientifically Balanced Premium Diet & Dog in Circle Design	U.S.	September 15, 2009	3,683,056	Pet Valu Canada Inc.
PERFORMATRIN LIFE STAGES CANINE HEALTH SYSTEM & Design	U.S.	July 28, 2009	3,661,303	Pet Valu Canada Inc.
PERFORMATRIN LIFE STAGES FELINE HEALTH SYSTEM & Design	U.S.	August 19, 2008	3,489,447	Pet Valu Canada Inc.
PERFORMATRIN NATURAL	U.S.	March 17, 1998	2,144,850	Pet Valu Canada Inc.
PERFORMATRIN SPECIALTY CARE FELINE HEALTH SYSTEM & Design	U.S.	August 19, 2008	3,489,448	Pet Valu Canada Inc.
PERFORMATRIN ULTRA	U.S.	July 19, 2005	2,972,130	Pet Valu Canada Inc.
PET VALU	U.S.	June 18, 1996	1,980,978	Pet Valu Canada Inc.
PET VALU	U.S.	October 31, 1989	1,563,967	Pet Valu Canada Inc.
PET VALU BETTER PET NUTRITION	U.S.	September 19, 2006	3,144,565	Pet Valu Canada Inc.

<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
PET VALU COMPANION	U.S.	May 17, 2011	3,963,108	Pet Valu Canada Inc.
PET VALU FREQUENT CUSTOMER CLUB	U.S.	September 21, 1999	2,279,893	Pet Valu Canada Inc.
PET VALU PET FOODS & SUPPLIES with CAT & DOG BANNER & amended design	U.S.	July 29, 1997	2,083,164	Pet Valu Canada Inc.
PET VALU YOUR PET. YOUR STORE (Logo)	U.S.	May 10, 2016	4,955,118	Pet Valu Canada Inc.
PREFERRED BLEND (design)	U.S.	September 29, 1998	2,192,879	Pet Valu Canada Inc.
SLIM CARE	U.S.	June 19, 2007	3,253,741	Pet Valu Canada Inc.
SOLESCA WOODS	U.S.	November 1, 2011	4,049,745	Pet Valu Canada Inc.
THE PULSE OF FELINE NUTRITION	U.S.	October 26, 2010	3,868,526	Pet Valu Canada Inc.
WBF (design)	U.S.	November 17, 1998	2,204,515	Pet Valu Canada Inc.
YOUR NEIGHBORHOOD STORE WITH SUPERSTORE PRICES	U.S.	September 7, 1999	2,276,510	Pet Valu Canada Inc.
YOUR PET. YOUR STORE.	U.S.	July 5, 2011	3,989,376	Pet Valu Canada Inc.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Owner</u>
BAILEY & BELLA	U.S.	April 13, 2015	86/594,934	Pet Valu Canada Inc.
ESSENTIALS PET EXPERT APPROVED & Design (dog and cat)	U.S.	July 15, 2013	86/010,032	Pet Valu Canada Inc.
ESSENTIALS PET EXPERT APPROVED & Design (rabbit and hamster)	U.S.	July 16, 2013	86/011,200	Pet Valu Canada Inc.
JUMP & Cat Design	U.S.	June 13, 2013	85/958,940	Pet Valu Canada Inc.
LAWN+	U.S.	January 6, 2016	86/866,817	Pet Valu Canada Inc.
LOVE ME SPOIL ME TREAT ME	U.S.	June 26, 2014	86/320,932	Pet Valu Canada Inc.
PERFORMATRIN ULTRA LIMITED	U.S.	June 12, 2014	86/308,073	Pet Valu Canada Inc.