

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		06/17/2019	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Chewy, Inc.		
Street Address:	1855 Griffin Road, Suite B328		
City:	Dania Beach		
State/Country:	FLORIDA		
Postal Code:	33004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5042991	FARM-TO-CART	
Registration Number:	5042993	FRISCO.	
Registration Number:	5042997	AMERICAN JOURNEY QUALITY PET GOODS MADE	
Registration Number:	4346308	CHEWY.COM	
Registration Number:	4085229	MR. CHEWY	
Registration Number:	4098771	DELIVERING PET HAPPINESS	
Registration Number:	4099126	DRIVEN BY PET HAPPINESS	
Registration Number:	4446903	CHEWY.COM WHERE PET LOVERS SHOP	
Registration Number:	5028009	CHEWY	
Serial Number:	87271181	ALLPAWS	
Serial Number:	87091568	FRISCO.	
Serial Number:	87091576	AMERICAN JOURNEY	
Serial Number:	87410295	AMERICAN JOURNEY	
Serial Number:	87176609	TYLEE'S TABLE	
Serial Number:	87210084	TYLEE'S	
Serial Number:	87226850	FRISCO	
Serial Number:	87335503	MIKO	
Serial Number:	86576100	FARM-TO-CART	
Serial Number:	86576114	AMERICAN JOURNEY QUALITY PET GOODS MADE	

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Property Type	Number	Word Mark
Serial Number:	87410303	MADE FOR ALL ADVENTURES AMERICAN JOURNEY
Serial Number:	87410315	MADE FOR ALL ADVENTURES AMERICAN JOURNEY
Serial Number:	86593648	FRISCO.

CORRESPONDENCE DATA

Fax Number:

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: 2123186000
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Fl.
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1097416 TM TERM & REL
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	06/18/2019

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of June 17, 2019 (“Effective Date”), by **CITIBANK, N.A.**, in its capacity as administrative agent (together with its successors and permitted assigns in such capacity, the “Administrative Agent”), in favor of Chewy, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 11, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alia*, Argos Holdings Inc., a Delaware corporation, 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 other guarantors from time to time party thereto, Citibank, N.A., as Administrative Agent, and the lenders from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 31, 2017, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on June 2, 2017 at Reel 6075, Frame 0793 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”); and

WHEREAS, at the request of, and in reliance upon representations and warranties of, the U.S. Borrower as Borrower Representative, pursuant to Section 9.15 of the Credit Agreement, the Administrative Agent is required terminate and release its security interest in certain of the Trademark Collateral listed on **Schedule 1** hereto (the “Released Trademark Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby covenants and agrees as follows:

1. Without recourse, representation or warranty of any kind or nature, the Administrative Agent hereby immediately, automatically and irrevocably terminates, releases, and discharges its security interest in the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of the Administrative Agent in the Released Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral.

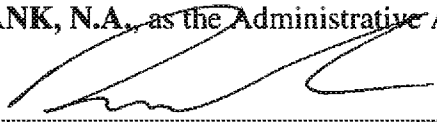
2. The Administrative Agent hereby irrevocably authorizes the recordation of this Release with the USPTO.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date hereof.

CITIBANK, N.A., as the Administrative Agent

By:  _____



Name: **David L. Smith**
Title: **Vice President and Director**


[Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006672 FRAME: 0820

SCHEDULE I

Released Trademark Collateral

Trademark	Owner	Reg. No./App. No.
ALLPAWS	Chewy, Inc.	87/271181
FARM-TO-CART FARM-TO-CART	Chewy, Inc.	5042991
FRISCO. frisco.	Chewy, Inc.	5042993
AMERICAN JOURNEY QUALITY PET GOODS MADE IN THE USA 	Chewy, Inc.	5042997
CHEWY.COM	Chewy, Inc.	4346308
MR. CHEWY	Chewy, Inc.	4085229
DELIVERING PET HAPPINESS	Chewy, Inc.	4098771
DRIVEN BY PET HAPPINESS	Chewy, Inc.	4099126
CHEWY.COM WHERE PET LOVERS SHOP 	Chewy, Inc.	4446903
CHEWY	Chewy, Inc.	5028009
FRISCO. frisco.	Chewy, Inc.	87/091568
AMERICAN JOURNEY	Chewy, Inc.	87/091576
AMERICAN JOURNEY	Chewy, Inc.	87/410295
TYLEE'S TABLE	Chewy, Inc.	87/176609
TYLEE'S	Chewy, Inc.	87/210084
FRISCO	Chewy, Inc.	87/226850
MIKO	Chewy, Inc.	87/335503
FARM-TO-CART FARM-TO-CART	Chewy, Inc.	86/576100

Trademark	Owner	Reg. No./App. No.
AMERICAN JOURNEY QUALITY PET GOODS MADE IN THE USA 	Chewy, Inc.	86/576114
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	Chewy, Inc.	87/410303
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	Chewy, Inc.	87/410315
FRISCO. frisco.	Chewy, Inc.	86/593648