

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chewy, Inc.		06/18/2019	Corporation: DELAWARE
Paw & Parcel Food Co, LLC		06/18/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, N.A.
Street Address:	One Boston Place, 19th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	88398227	AUTOSHIP
Serial Number:	88291329	CHEWY
Serial Number:	88285793	CHEWY.COM WHERE PET LOVERS SHOP
Serial Number:	88207470	C
Registration Number:	5622683	ONGUARD
Registration Number:	5711331	TINY TIGER
Registration Number:	5717958	
Registration Number:	5562809	DR. LYON'S
Registration Number:	5406407	RUFF RAG
Registration Number:	5403679	GOODY BOX
Registration Number:	5281428	AMERICAN JOURNEY
Registration Number:	5281429	MADE FOR ALL ADVENTURES AMERICAN JOURNEY
Registration Number:	5281430	MADE FOR ALL ADVENTURES AMERICAN JOURNEY
Registration Number:	5735390	MIKO
Registration Number:	5351893	A BETTER TREAT FOR A BETTER DAY
Registration Number:	5676722	FRISCO
Registration Number:	5382635	FRISCO
Registration Number:	5243110	TYLEE'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5425350	AMERICAN JOURNEY
Registration Number:	5663175	FRISCO.
Registration Number:	5535954	AMERICAN JOURNEY
Registration Number:	5382651	FRISCO.
Registration Number:	5014423	CHEWZY TREATS OF CHOICE
Registration Number:	5028009	CHEWY
Registration Number:	4899517	CHEWBAR
Registration Number:	5443894	FRISCO.
Registration Number:	5042993	FRISCO.
Registration Number:	5670695	FRISCO.
Registration Number:	5042991	FARM-TO-CART
Registration Number:	5042997	AMERICAN JOURNEY QUALITY PET GOODS MADE
Registration Number:	4446903	CHEWY.COM WHERE PET LOVERS SHOP
Registration Number:	4444999	PETMD UNIVERSITY
Registration Number:	4548465	PETMDU
Registration Number:	4445000	PETMD UNIVERSITY
Registration Number:	4445001	PETMD UNIVERSITY
Registration Number:	4346308	CHEWY.COM
Registration Number:	4340119	REPTILE CHANNEL
Registration Number:	4113873	PETMD
Registration Number:	4222503	PET MD
Registration Number:	2470800	REPTILES USA
Registration Number:	2264094	REPTILES

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui

Address Line 1: 300 N. Lasalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 44694-3

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 06/18/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of June 18, 2019 (this “Agreement”), among Chewy, Inc. (“Chewy”), Paw & Parcel Food Co, LLC (“PPFC”, and together with Chewy, the “Grantors”) and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to the ABL Credit Agreement dated as of June 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Chewy, Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, and the various other parties thereto (b) the Collateral Agreement dated as of June 18, 2019 (the “Collateral Agreement”), among the Borrower, the various other Grantors party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower 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, each 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. Each 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.

CHEWY, INC.

By: 

Name: Mario Marte

Title: Chief Financial Officer

PAW & PARCEL FOOD CO, LLC

By: 

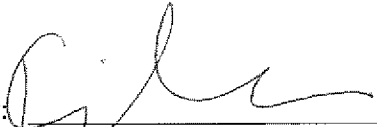
Name: Mario Marte

Title: Chief Financial Officer

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
REEL: 006672 FRAME: 0949

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative
Agent

By: 
Name: JAI ALEXANDER
Title: DIRECTOR

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
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Schedule I
Trademark Collateral

Mark/Image	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
AUTOSHIP	USPTO	App 88398227 App 23-APR-2019	0	Pending Section 2(F)	CHEWY, INC.
CHEWY	USPTO	App 88291329 App 06-FEB-2019	0	Pending	CHEWY, INC.
CHEWY.COM WHERE PET LOVERS SHOP	USPTO	App 88285793 App 01-FEB-2019	0	Pending Partial Section 2(F)	CHEWY, INC.
C	USPTO	App 88207470 App 27-NOV-2018	0	Published (Pending)	CHEWY, INC.
ONGUARD	USPTO	App 87893248 App 25-APR-2018	Reg 5622683 Reg 04-DEC-2018	Registered	CHEWY, INC.
TINY TIGER	USPTO	App 87843251 App 21-MAR-2018	Reg 5711331 Reg 26-MAR-2019	Registered	CHEWY, INC.
Design Only	USPTO	App 87979895 App 18-JAN-2018	Reg 5717958 Reg 02-APR-2019	Registered	CHEWY, INC.
DR. LYON'S	USPTO	App 87978006 App 08-AUG-2017	Reg 5562809 Reg 11-SEP-2018	Registered	CHEWY, INC.
RUFF RAG	USPTO	App 87526058 App 12-JUL-2017	Reg 5406407 Reg 20-FEB-2018	Registered	PAW & PARCEL FOOD CO, LLC
GOODY BOX	USPTO	App 87477531 App 06-JUN-2017	Reg 5403679 Reg 13-FEB-2018	Registered Supplemental Register	CHEWY, INC.
AMERICAN JOURNEY	USPTO	App 87410295 App 13-APR-2017	Reg 5281428 Reg 05-SEP-2017	Registered	CHEWY, INC.
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	USPTO	App 87410303 App 13-APR-2017	Reg 5281429 Reg 05-SEP-2017	Registered	CHEWY, INC.
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	USPTO	App 87410315 App 13-APR-2017	Reg 5281430 Reg 05-SEP-2017	Registered	CHEWY, INC.
MIKO	USPTO	App 87980063	Reg 5735390	Registered	CHEWY, INC.

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		App 14-FEB-2017	Reg 23-APR-2019		
A BETTER TREAT FOR A BETTER DAY	USPTO	App 87250796 App 29-NOV-2016	Reg 5351893 Reg 05-DEC-2017	Registered	CHEWY, INC.
FRISCO	USPTO	App 87979404 App 04-NOV-2016	Reg 5676722 Reg 12-FEB-2019	Registered	CHEWY, INC.
FRISCO	USPTO	App 87976293 App 04-NOV-2016	Reg 5382635 Reg 16-JAN-2018	Registered	CHEWY, INC.
TYLEE'S	USPTO	App 87975389 App 20-OCT-2016	Reg 5243110 Reg 11-JUL-2017	Registered	CHEWY, INC.
AMERICAN JOURNEY	USPTO	App 87976752 App 01-JUL-2016	Reg 5425350 Reg 13-MAR-2018	Registered	CHEWY, INC.
FRISCO.	USPTO	App 87979365 App 01-JUL-2016	Reg 5663175 Reg 22-JAN-2019	Registered	CHEWY, INC.
AMERICAN JOURNEY	USPTO	App 87977991 App 01-JUL-2016	Reg 5535954 Reg 07-AUG-2018	Registered	CHEWY, INC.
FRISCO.	USPTO	App 87976421 App 01-JUL-2016	Reg 5382651 Reg 16-JAN-2018	Registered	CHEWY, INC.
CHEWZY TREATS OF CHOICE	USPTO	App 86720607 App 10-AUG-2015	Reg 5014423 Reg 02-AUG-2016	Registered	CHEWY, INC.
CHEWY	USPTO	App 86598246 App 15-APR-2015	Reg 5028009 Reg 23-AUG-2016	Registered	CHEWY, INC.
CHEWBAR	USPTO	App 86595414 App 13-APR-2015	Reg 4899517 Reg 09-FEB-2016	Registered	CHEWY INC.
FRISCO.	USPTO	App 86983645 App 10-APR-2015	Reg 5443894 Reg 10-APR-2018	Registered	CHEWY, INC.
FRISCO.	USPTO	App 86979897 App 10-APR-2015	Reg 5042993 Reg 13-SEP-2016	Registered	CHEWY, INC.
FRISCO.	USPTO	App 86593648 App 10-APR-2015	Reg 5670695 Reg 05-FEB-2019	Registered	CHEWY, INC.
FARM-TO-CART	USPTO	App 86979892 App 25-MAR-2015	Reg 5042991 Reg 13-SEP-2016	Registered	CHEWY, INC.
AMERICAN JOURNEY QUALITY PET	USPTO	App 86979921 App 25-MAR-2015	Reg 5042997 Reg 13-SEP-2016	Registered	CHEWY, INC.

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GOODS MADE IN THE USA					
CHEWY.COM WHERE PET LOVERS SHOP	USPTO	App 85883180 App 21-MAR-2013	Reg 4446903 Reg 10-DEC-2013	Registered	CHEWY, INC.
PETMD UNIVERSITY	USPTO	App 85768805 App 01-NOV-2012	Reg 4444999 Reg 03-DEC-2013	Registered	CHEWY, INC.
PETMDU	USPTO	App 85768814 App 01-NOV-2012	Reg 4548465 Reg 10-JUN-2014	Registered	CHEWY, INC.
PETMD UNIVERSITY	USPTO	App 85768852 App 01-NOV-2012	Reg 4445000 Reg 03-DEC-2013	Registered	CHEWY, INC.
PETMD UNIVERSITY	USPTO	App 85768887 App 01-NOV-2012	Reg 4445001 Reg 03-DEC-2013	Registered	CHEWY, INC.
CHEWY.COM	USPTO	App 85742321 App 01-OCT-2012	Reg 4346308 Reg 04-JUN-2013	Registered	CHEWY, INC.
REPTILE CHANNEL	USPTO	App 85253723 App 28-FEB-2011	Reg 4340119 Reg 21-MAY-2013	Registered Supplemental Register	CHEWY, INC.
PETMD	USPTO	App 85209224 App 03-JAN-2011	Reg 4113873 Reg 20-MAR-2012	Registered	CHEWY, INC.
PET MD	USPTO	App 85209340 App 03-JAN-2011	Reg 4222503 Reg 09-OCT-2012	Registered	CHEWY, INC.
REPTILES USA	USPTO	App 75340562 App 13-AUG-1997	Reg 2470800 Reg 24-JUL-2001	Renewed (Registered)	CHEWY, INC.
REPTILES	USPTO	App 75340721 App 13-AUG-1997	Reg 2264094 Reg 27-JUL-1999	Renewed (Registered) Section 2(F)	CHEWY, INC.

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RECORDED: 06/18/2019

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