

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest : Recorded at Reel/Frame - 6672/0945		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		08/13/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHEWY, INC.		
Street Address:	1855 Griffin Road,		
Internal Address:	Suite 428-b		
City:	Dania Beach		
State/Country:	FLORIDA		
Postal Code:	33004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2264094	REPTILES	
Registration Number:	2470800	REPTILES USA	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	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:	08/19/2019		
Total Attachments: 10			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Termination and Release"), is entered into as of August 13, 2019 by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "Administrative Agent") and **CHEWY, INC.** (the "Assignor"), in connection with the grant of security interests in certain trademarks by the Assignor in favor of the Administrative Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in (i) the Collateral Agreement, dated as of June 18, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among the Assignor, the various other Grantors party thereto, and the Administrative Agent or (ii) the ABL Credit Agreement, dated as of June 18, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, the Lenders party thereto from time to time and the Administrative Agent, as applicable.

WITNESSETH:

WHEREAS, the Assignors entered into an agreement with the Administrative Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on June 18, 2019 at Reel/Frame No. 6672/0945 for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Administrative Agent; and

WHEREAS, the Assignor entered into that certain Confirmatory Trademark Assignment, dated as of June 1, 2019 (the "Trademark Assignment"), as the assignor, pursuant to which the Assignor assigned, transferred and conveyed certain right, title and interest in certain assets referenced therein to Foxone Marketing & Distribution, and a copy of the Trademark Assignment is attached hereto as Exhibit A;

WHEREAS, the Administrative Agent has agreed at the request of the Assignor to terminate and release the entirety of its liens on and security interests in the Released Trademark Collateral (as defined below);

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

1. Release of Security Interest. The Administrative Agent hereby (i) terminates, cancels, releases and discharges all of its liens on and security interests in the right, title and interest in, to and under the Marks (as defined in the Trademark Assignment) (the "Released Trademark Collateral") without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Released Trademark Collateral to the Assignor.

2. Further Assurances. The Administrative Agent shall, at the Assignor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to

the Assignor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Assignor to more fully and effectively effectuate the purposes of this Termination and Release.

3. The Assignor hereby certifies that the Released Trademark Collateral is being sold in compliance with the terms of the Credit Agreement.

4. For the avoidance of doubt, the Administrative Agent's Lien on and security interests in the trademarks listed on Schedule A hereto shall remain in full force and effect.

5. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned have caused this Termination and Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: JAI ALEXANDER
Title: DIRECTOR

IN WITNESS WHEREOF, the undersigned have caused this Termination and Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____

Name:

Title:

CHEWY, INC, as Assignor

By: _____

Name: Mario Marte

Title: Chief Financial Officer

SCHEDULE A

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 App 14-FEB-2017	Reg 5735390 Reg 23-APR-2019	Registered	CHEWY, INC.
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.
	USPTO	App 86979921 App 25-MAR-2015	Reg 5042997 Reg 13-SEP-2016	Registered	CHEWY, INC.

AMERICAN JOURNEY QUALITY PET 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.

EXHIBIT A

[Attached.]

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (the "Assignment") is by and between Chewy, Inc. with its principal place of business located at 1855 Griffin Rd, Suite B-428, Dania Beach, FL 33004 ("Assignor"), and Foxone Marketing & Distribution, 9 Magpie Gardens, Wixams, Bedfordshire, MK42 6BG United Kingdom ("Assignee"). This Assignment is effective as of June 1, 2019.

WHEREAS by separate instruments executed as of June 1, 2019, Assignor assigned, sold, transferred, conveyed and delivered all of its right, title and interest in, to and under the trademarks and or trade names set forth on Schedule A hereto (the "Marks"), together with the goodwill of the business associated therewith and the portion of the business to which the Marks pertain.

WHEREAS this Assignment document is being executed to confirm in writing the earlier transfer of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby confirms having assigned, sold, transferred, conveyed and delivered to Assignee all of Assignor's right, title and interest in and to the Marks, including but not limited to the right to pursue legal actions against third parties for past infringement of Assignor's rights in the Mark and related damages, and any common laws rights related to the Mark, together with the goodwill symbolized by and associated with the Mark.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of any and all of the Assignor's rights in the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Trademark Assignment effective as of the date first above written.

ASSIGNOR: CHEWY, INC.

By: [Signature]

Title: Assistant General Counsel

Date: June 4, 2019

ASSIGNEE:

By: [Signature]

Title: MARKETING DIRECTOR

Date: 7th June 2019

SCHEDULE A

MARK	Registration/Application Number	Registration/Application Date
REPTILES	2264094	July 27, 1999
REPTILES USA	2470800	July 24, 2001