OP \$140.00 74650684

ETAS ID: TM629783

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ABL Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Petco Animal Supplies, Inc.		03/04/2021	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	Citibank Delaware
Internal Address:	One Penn's Way, OPS II
City:	new castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	74650684	IPSD
Serial Number:	87207693	BOOTIQUE
Serial Number:	87918612	HEALTHY SELECT
Serial Number:	75312559	PETCO PALS
Serial Number:	75083837	VETCO

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0297
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	03/04/2021

Total Attachments: 15 source=Petco - ABL Trademark Security Agreement [Executed]#page1.tif source=Petco - ABL Trademark Security Agreement [Executed]#page2.tif source=Petco - ABL Trademark Security Agreement [Executed]#page3.tif source=Petco - ABL Trademark Security Agreement [Executed]#page4.tif source=Petco - ABL Trademark Security Agreement [Executed]#page5.tif source=Petco - ABL Trademark Security Agreement [Executed]#page6.tif source=Petco - ABL Trademark Security Agreement [Executed]#page7.tif source=Petco - ABL Trademark Security Agreement [Executed]#page8.tif source=Petco - ABL Trademark Security Agreement [Executed]#page9.tif source=Petco - ABL Trademark Security Agreement [Executed]#page10.tif source=Petco - ABL Trademark Security Agreement [Executed]#page11.tif source=Petco - ABL Trademark Security Agreement [Executed]#page12.tif source=Petco - ABL Trademark Security Agreement [Executed]#page13.tif source=Petco - ABL Trademark Security Agreement [Executed]#page14.tif source=Petco - ABL Trademark Security Agreement [Executed]#page15.tif

ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of March 4, 2021, is made by each of PETCO ANIMAL SUPPLIES STORES, INC., a Delaware corporation, PETCO ANIMAL SUPPLIES, INC., a Delaware corporation, and PETCO WELLNESS, LLC, a Delaware limited liability company (collectively the "Grantor""), in favor of CITIBANK, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain ABL Security Agreement, dated as of March 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "Trademark Collateral"); provided that "Trademark Collateral" shall not include and the Security Interest shall not attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-touse application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Trademark Security Agreement and/or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record; provided that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. <u>Security Agreement</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. <u>Intercreditor Agreements.</u> NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this ABL Trademark Security Agreement as of the date first above written.

PETCO WELLNESS, LLC,

By:

Name: Michael Nuzzo Title: Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES, INC.,

By:

Name: Michael Nuzzo

Title: Chief Financial Officer

PETCO ANIMAL SUPPLIES, INC.,

By:

Name: Michael Nuzzo
Title: Chief Financial Officer

Accepted and Agreed:

CITIBANK, N.A., as Collateral Agent

By:

Name: David Smith

Title: Vice President & Director

SCHEDULE A

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
				Status	ion Date	ion No.	on Date	n No.
1.	U.S.	REDDY	Petco Animal Supplies Stores, Inc	Pending ITU	6/19/201	88/00655 9		
2.	U.S.		Petco Animal Supplies Stores, Inc.	Registered	5/24/201	85/63419 0	5/7/2013	4330765
3.	U.S.	7 . POINT PET CARE CHECK and Design	Petco Animal Supplies Stores, Inc.	Registered	April 29, 2016	87019520	January 3, 2017	5113436
4.	U.S.	7-POINT PET CARE CHECK	Petco Animal Supplies Stores, Inc.	Registered	April 29, 2016	87019510	October 25, 2016	5070424
5.	U.S.	BOND & CO. and Design	Petco Animal Supplies Stores, Inc.	Registered	4/6/2016	86/96661 5	10/22/201 9	5887915
6.	U.S.	Bowlmates	PETCO Animal Supplies Stores, Inc.	Registered	9/17/201	85/73106 7	12/2/2014	4649643
7.	U.S.	EVERYY AY	PETCO Animal Supplies Stores, Inc.	Pending ITU	11/14/20 19	8869198 3		
8.	U.S.	FREE TO FLEX	PETCO Animal Supplies Stores, Inc.	Registered	1/5/2015	86/49566 0	4/19/2016	4942432
9.	U.S.	GOOD 2 GO	PETCO Animal Supplies Stores, Inc.	Registered	7/7/2014	86/33003 9	6/7/2016	4973745

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
	11.0	GOOD A	Б	Status	ion Date	ion No.	on Date	n No.
10.	U.S.	GOOD 2 GO	Petco Animal Supplies Stores, Inc.	Registered	2/10/201	86/90407 6	9/6/2016	5036534
11.	U.S.	Good Lovin'	PETCO Animal Supplies Stores, Inc.	Registered	11/18/20	86/12172 5	3/24/2015	4709165
12.	U.S.	GOOD TO GO	PETCO Animal Supplies Stores, Inc.	Registered	3/3/2014	86/20885	10/7/2014	4617010
13.	U.S.	HARMON Y	PETCO Animal Supplies Stores, Inc.	Registered	7/19/201	86/01489	6/7/2016	4973517
14.	U.S.	HOLIDAY TAILS	Petco Animal Supplies Stores, Inc.	Registered	6/8/2018	87/98236 8	1/7/2020	5956576
15.	U.S.	IMAGITA RIUM	Petco Animal Supplies Stores, Inc.	Registered	4/7/2014	86/98104	1/10/2017	5121251
16.	U.S.	IMAGITA RIUM	Petco Animal Supplies Stores, Inc.	Registered	11/11/20 16	86/24500	12/26/201 7	5365234
17.	U.S.	INCREDIB LE AQUATIC S EVENT	PETCO Animal Supplies Stores, Inc.	Registered	11/18/20 14	86/45769 6	5/24/2016	4965525
18.	U.S.	JOY.LOVE .PETS.	Petco Animal Supplies Stores, Inc.	Registered	4/23/201	86/26074 6	7/7/2015	4770033
19.	U.S.	LEAPS & BOUNDS	PETCO Animal Supplies Stores, Inc.	Registered	11/18/20 13	86/12176 9	3/24/2015	4709166

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
	*** 0	1 E 1 DG 0	DET.G.0	Status	ion Date	ion No.	on Date	n No.
20.	U.S.	LEAPS & BOUNDS and Design	PETCO Animal Supplies Stores, Inc.	Registered	7/30/201	86/35239	4/19/2016	4942097
21.	U.S.	PALS REWARD S	PETCO Animal Supplies Stores, Inc.	Registered	7/2/2013	86/00067 6	2/25/2014	4487909
22.	U.S.	PALSREW ARDS	Petco Animal Supplies Stores, Inc.	Registered	8/7/2018	88/06766 5	3/26/2019	5709380
23.	U.S.	PAW IMPRESSI ONS LOGO	PETCO Animal Supplies Stores, Inc.	Registered	6/17/201	86/66622	5/31/2016	4970504
24.	U.S.	PET FANS COLLECT ION	PETCO Animal Supplies Stores, Inc.	Registered	5/7/2013	85/98287 3	7/14/2015	4773394
25.	U.S.	PET FANS COLLECT ION	PETCO Animal Supplies Stores, Inc.	Registered	5/7/2013	85/92525 1	5/31/2016	4969079
26.	U.S.	PETCO	Petco Animal Supplies Stores, Inc.	Registered	11/16/20 16	87/23929 3	8/22/2017	5269533
27.	U.S.	PETCOAC H	Petco Animal Supplies Stores, Inc.	Registered	5/12/201	86/62629 8	1/12/2016	4885049
28.	U.S.	PETCOAC H	Petco Animal Supplies Stores, Inc.	Registered	3/26/201 8	87/84911 5	3/31/2020	6024696
29.	U.S.	PETCONO W	Petco Animal Supplies Stores, Inc.	Registered	2/2/2017	86/98179	4/11/2017	5183266

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
20	U.S.	PETPEOP	PETCO	Status	ion Date 9/22/200	ion No. 76/54997	on Date 8/24/2004	n No. 2876909
30.		LE	Animal Supplies Stores, Inc.	Registered	3	4		
31.	U.S.	PLANET PETCO	PETCO Animal Supplies Stores, Inc.	Registered	1/8/2010	77/90770 2	5/29/2012	4150579
32.	U.S.	POOCH HOTEL	PETCO Animal Supplies Stores, Inc.	Registered (Supplement al Register)	5/1/2009	77/72667 4	9/14/2010	3849058
33.	U.S.	PRINTED ON RECYCLE D PAPER PLEASE RECYCLE ME and Design	PETCO Animal Supplies Stores, Inc.	Registered	4/17/201 4	86/25561	7/5/2016	4993851
34.	U.S.	REPTILE RALLY	PETCO Animal Supplies Stores, Inc.	Registered (Supplement al Register)	12/5/201 1	85/48745 5	10/23/201	4231667
35.	U.S.	RUFF & MEWS HEART LOGO	Petco Animal Supplies Stores, Inc.	Registered	1/3/2017	87/28800 9	6/6/2017	5218642
36.	U.S.	RUFF AND MEWS LOGO	Petco Animal Supplies Stores, Inc.	Registered	5/24/201	85/63419	5/7/2013	4330765
37.	U.S.	SAVORFU LLS	Petco Animal Supplies Stores, Inc.	Registered	4/23/201	86/26022 9	4/21/2015	4725272
38.	U.S.	SO PHRESH	PETCO Animal Supplies Stores, Inc.	Registered	7/19/201	86/01493 4	10/18/201 6	5064556
39.	U.S.	SOMETHI NG TO WAG ABOUT	PETCO Animal Supplies Stores, Inc.	Registered	9/19/201	85/73261	4/15/2014	4513320

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
				Status	ion Date	ion No.	on Date	n No.
40.	U.S.	THE TREATER Y	PETCO Animal Supplies Stores, Inc.	Registered	9/17/201	85/73104 1	12/16/201 4	4656703
41.	U.S.	THE TREATER Y LOGO	PETCO Animal Supplies Stores, Inc.	Registered	9/18/201	85/73162 6	12/16/201 4	4656707
42.	U.S.	THINK ADOPTIO N FIRST	PETCO Animal Supplies Stores, Inc.	Registered	4/10/201	85/89995 6	5/13/2014	4528154
43.	U.S.	TIME FOR JOY	Petco Animal Supplies Stores, Inc.	Registered	9/5/2014	86/38660	6/14/2016	4978759
44.	U.S.	UNLEASH ED BY PETCO	PETCO Animal Supplies Stores, Inc.	Registered	3/31/200	77/70307	5/29/2012	4150479
45.	U.S.	UNWRAP JOY	Petco Animal Supplies Stores, Inc.	Registered	4/23/201	86/26075 9	7/7/2015	4770034
46.	U.S.	WELL & GOOD	Petco Animal Supplies Stores, Inc.	Registered	7/23/201	86/34636	9/6/2016	5037011
47.	U.S.	WHERE THE PETS GO	Petco Animal Supplies Stores, Inc.	Registered	4/19/201	85/29843	11/22/201 1	4059832
48.	U.S.	WHOLE PETS	Petco Animal Supplies Stores, Inc.	Registered	5/9/2008	77/47066 5	6/29/2010	3808922
49.	U.S.	WHOLE PETS	Petco Animal Supplies Stores, Inc.	Registered	4/13/201	85/29451 5	8/6/2013	4378344

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
	*** 0	******	-	Status	ion Date	ion No.	on Date	n No.
50.	U.S.	WHOLEH EARTED	Petco Animal Supplies Stores, Inc.	Registered	1/28/201 6	86/89033 9	2/21/2017	5148018
51.	U.S.	WHOLEH EARTED and Design	Petco Animal Supplies Stores, Inc.	Registered	7/7/2016	87/09608 4	2/14/2017	5143509
52.	U.S.	WHOLEP ETS	Petco Animal Supplies Stores, Inc.	Registered	3/7/2013	85/86966 5	4/14/2015	4720676
53.	U.S.	YOU & ME	Petco Animal Supplies Stores, Inc.	Registered	11/18/20	86/12180	8/20/2019	5839880
54.	U.S.	VETCO	Petco Animal Supplies, Inc.	Registered	4/4/1996	75/08383 7	6/9/1998	2164433
55.	U.S.	YOULY	Petco Animal Supplies, Inc.	Pending ITU	December 6, 2019	88717542		
56.	U.S.	IPSD	PETCO Animal Supplies, Inc.	Registered	3/23/199	74/65068 4	8/20/1996	1994840
57.	U.S.	BOOTIQU E and Design	Petco Animal Supplies, Inc.	Registered	10/18/20 16	87/20769 3	6/13/2017	5221981
58.	U.S.	HEALTHY SELECT	Petco Animal Supplies, Inc.	Registered	5/12/201 8	87/91861 2	10/30/201 8	5595828
59.	U.S.	PETCO P.A.L.S.	PETCO Animal Supplies, Inc.	Registered	6/20/199 7	75/31255 9	7/14/1998	2172931
60.	U.S.	ARRIVE ALIVE, STAY ALIVE	PETCO WELLNE SS, LLC	Registered	4/7/2003	76/50484 2	9/26/2006	3149105

No.	Country	Mark	Owner	Case Status	Applicat ion Date	Applicat ion No.	Registrati on Date	Registratio n No.
61.	U.S.	COLLECT OR'S CORNER	PETCO WELLNE SS, LLC	Registered	11/23/20 05	78/76068 0	10/10/200 6	3154094
62.	U.S.	COUNTR Y CLASSIC DINNERS	PETCO WELLNE SS, LLC	Registered	9/15/200 6	77/00026 2	7/24/2007	3267138
63.	U.S.	COZY CUSHION	PETCO WELLNE SS, LLC	Registered	12/23/20 02	76/47749 6	11/16/200 4	2903737
64.	U.S.	CRAN HEALTH	PETCO WELLNE SS, LLC	Registered	2/2/2009	77/66163 4	5/4/2010	3785825
65.	U.S.	DENTAL CLENS	PETCO WELLNE SS, LLC	Registered	9/14/200 4	78/48365 9	11/1/2005	3011415
66.	U.S.	DIS- TASTE	PETCO WELLNE SS, LLC	Registered	5/16/199 7	75/29356 3	10/13/199 8	2196678
67.	U.S.	DIVER'S DEN	PETCO WELLNE SS, LLC	Registered	11/23/20 05	78/76067 0	10/10/200 6	3154091
68.	U.S.	DOCTORS FOSTER & SMITH	PETCO WELLNE SS, LLC	Registered	3/28/200	76/01117 7	1/1/2002	2524313
69.	U.S.	DOCTORS FOSTER AND SMITH (Stylized)	PETCO WELLNE SS, LLC	Registered	3/28/200	78/84800 7	8/21/2007	3283887
70.	U.S.	DOCTORS FOSTER AND SMITH DESIGNE R PET COLLECT ION	PETCO WELLNE SS, LLC	Registered	8/19/201 4	86/37042	11/10/201 5	4852263
71.	U.S.	DOCTORS FOSTER AND SMITH OVEN- BAKED CRUNCHI ES	PETCO WELLNE SS, LLC	Registered	9/11/201	86/39173 7	11/10/201 5	4852353

No.	Country	Mark	Owner	Case Status	Applicat ion Date	Applicat ion No.	Registrati on Date	Registratio n No.
72.	U.S.	DOCTORS FOSTER AND SMITH PREMIUM SPECIALT Y BLENDS	PETCO WELLNE SS, LLC	Registered	11/25/20 13	86/12830 6	2/10/2015	4685755
73.	U.S.	DRS. FOSTER & SMITH SIGNATU RE SERIES	PETCO WELLNE SS, LLC	Registered	6/29/200	76/59972 3	11/22/200	3016954
74.	U.S.	DRS. FOSTER & SMITH SIGNATU RE SERIES	PETCO WELLNE SS, LLC	Registered	1/23/201	86/17381 9	3/24/2015	4709372
75.	U.S.	DRS. FOSTER SMITH	PETCO WELLNE SS, LLC	Registered	5/8/2002	76/40663 2	2/4/2003	2683524
76.	U.S.	DURA- RUFF	PETCO WELLNE SS, LLC	Registered	12/21/20 00	76/18529 9	2/18/2003	2687932
77.	U.S.	DURA- RUFF	PETCO WELLNE SS, LLC	Registered	6/26/200 7	77/21622 6	2/26/2008	3388351
78.	U.S.	EAR CLENS	PETCO WELLNE SS, LLC	Registered	9/14/200 4	78/48366 7	10/25/200 5	3008949
79.	U.S.	FELINE FANTASI A	PETCO WELLNE SS, LLC	Registered	3/7/2001	76/22119 6	5/21/2002	2571207
80.	U.S.	FERRET STORE	PETCO WELLNE SS, LLC	Registered	11/7/200	78/18285 3	8/31/2004	2879146
81.	U.S.	FLYING FISH EXPRESS	PETCO WELLNE SS, LLC	Registered	3/13/200	78/22536 5	4/13/2004	2832011
82.	U.S.	HEALTHY SNAX	PETCO WELLNE SS, LLC	Registered (Supplement al Register)	11/15/20 06	77/04513 9	7/10/2007	3263426
83.	U.S.	JOINT GUARD	PETCO WELLNE SS, LLC	Registered	5/29/200	76/26376 3	6/10/2003	2725357
84.	U.S.	LAWN GUARD	PETCO WELLNE SS, LLC	Registered	3/1/2002	76/37813 0	5/25/2004	2845674
85.	U.S.	LIVE AQUARIA	PETCO WELLNE SS, LLC	Registered	5/8/2002	76/40663 1	2/4/2003	2683523

No.	Country	Mark	Owner	Case	Applicat	Applicat	Registrati	Registratio
				Status	ion Date	ion No.	on Date	n No.
86.	U.S.	LIVERSN	PETCO	Registered	2/25/200	77/40562	9/30/2008	3510286
		AX	WELLNE SS, LLC	(Supplement al Register)	8	0		
87.	U.S.	MIRACLE	PETCO	Registered	12/6/200	76/47314	4/20/2004	2833858
		LOFT	WELLNE	_	2	2		
			SS, LLC					
88.	U.S.	ODORLO	PETCO	Registered	7/14/200	78/45053	7/4/2006	3112838
		GIC	WELLNE		4	6		
			SS, LLC					
89.	U.S.	PET DEN	PETCO	Registered	10/22/19	75/82797	7/10/2001	2467217
			WELLNE		99	8		
	U.S.	DITOCHID	SS, LLC	Dagistanad	4/21/200	78/61423	5/0/2006	2000001
90.	0.5.	PHOSPUR E	PETCO WELLNE	Registered	5	78/01423 8	5/9/2006	3089891
		L	SS, LLC		3	O		
91.	U.S.	PIDDLE	PETCO	Registered	12/17/19	75/87376	1/29/2002	2533421
91.	0.5.	PADS	WELLNE	Registered	99	9	172372002	2333-21
		l mbs	SS, LLC					
92.	U.S.	PILL	Petco	Registered	11/16/20	86/82195	9/13/2016	5042880
<i>,</i> <u>.</u> .		EASE	Wellness,		15	7		
			LLC					
93.	U.S.	PREMIER	PETCO	Registered	11/25/19	75/20414	9/16/1997	2098489
		SYSTEM	WELLNE		96	9		
			SS, LLC					
94.	U.S.	PRO-	PETCO	Registered	10/22/19	75/82798	9/11/2001	2488946
		WORMER.	WELLNE		99	0		
	17.0	2	SS, LLC	D 1 1	10/17/20	00/15000	2/25/2020	5002667
95.	U.S.	PUPBOX	Petco	Registered	10/17/20	88/15898	2/25/2020	5993667
			Wellness,		18	0		
0.6	U.S.	PUPBOX	LLC Petco	Registered	10/17/20	88/15900	2/25/2020	5993668
96.	U.S.	and Design	Wellness,	Registered	18	0 0	212312020	3993006
		and Design	LLC		10	U		
97.	U.S.	SHOW	PETCO	Registered	6/23/199	74/69264	5/21/1996	1975022
91.	0.0.	EYES	WELLNE	Registered	5	3	3/21/1990	1975022
			SS, LLC			-		
98.	U.S.	SOOTHIN	PETCO	Registered	9/14/200	78/48366	11/1/2005	3011416
,		G MIST	WELLNE		4	4		
			SS, LLC					
99.	U.S.	TASTY	PETCO	Registered	2/14/200	78/56693	2/7/2006	3057637
		SNACKS	WELLNE		5	4		
			SS, LLC					
100.	U.S.	THEFERR	PETCO	Registered	12/26/20	78/19787	3/8/2005	2930507
		ET	WELLNE		02	5		
		STORE.C OM	SS, LLC					
101.	U.S.	TRAIN-	PETCO	Registered	9/29/200	78/49120	4/25/2006	3086596
101.		WELL	WELLNE		4	7		
			SS, LLC					
102.	U.S.	ULTRA-	PETCO	Registered	9/30/200	76/45393	7/29/2003	2741614
		CALM	WELLNE	_	2	7		
			SS, LLC					

No.	Country	Mark	Owner	Case Status	Applicat ion Date	Applicat ion No.	Registrati on Date	Registratio n No.
103.	U.S.	VITACAL	PETCO WELLNE SS, LLC	Registered	6/23/199	74/69277 8	5/28/1996	1976696
104.	U.S.	VITACAP S	PETCO WELLNE SS, LLC	Registered	6/23/199	74/69274 5	1/7/1997	2028313
105.	U.S.	WALK-N- LEAD	PETCO WELLNE SS, LLC	Registered	9/30/200	76/45393 6	8/5/2003	2746870
106.	U.S.	WATERG ARDEN OUTFITT ERS	PETCO WELLNE SS, LLC	Registered (Supplement al Register)	1/1/2006	78/78354 2	12/5/2006	3182117
107.	U.S.	Finishing Touch	Petco Animal Supplies Stores, Inc.	Renewed (Registere d)	10/30/92	7432688 4	3/21/95	1884615

RECORDED: 03/04/2021