

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pet360, LLC	FORMERLY Pet360, Inc.	02/11/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PetSmart Home Office, Inc.		
<b>Street Address:</b>	19601 N. 27th Avenue		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85027		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4771313	ONLY NATURAL PET	
<b>Registration Number:</b>	4197370	ONLY NATURAL PET	
<b>Registration Number:</b>	4185509	ONLY NATURAL PET	
<b>Registration Number:</b>	3504384	ONLY NATURAL PET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	623-580-6100		
<b>Email:</b>	dhawken@petsmart.com		
<b>Correspondent Name:</b>	Diana Hawken		
<b>Address Line 1:</b>	19601 N. 27th Avenue		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85027		
<b>NAME OF SUBMITTER:</b>	Diana Hawken		
<b>SIGNATURE:</b>	/Diana Hawken/		
<b>DATE SIGNED:</b>	02/11/2021		
<b>Total Attachments: 3</b>			

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment") is made and entered into this 11th day of February, 2021 ("Effective Date") by and between Pet360, LLC, formerly known as Pet360, Inc., with its principal place of business located at 19601 N. 27<sup>th</sup> Avenue, Phoenix, AZ 85027 ("Assignor") and PetSmart Home Office, Inc., with its principal place of business located at 19601 N. 27<sup>th</sup> Avenue, Phoenix, AZ 85027 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks as listed in Schedule A ("Trademarks"), and the copyrights as listed in Schedule B ("Copyrights"), (collectively, the Trademarks and Copyrights are referred to as the "Intellectual Property").

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning Assignor's worldwide right, title and interest in and to the Intellectual Property, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby transfers and assigns to Assignee all worldwide right, title and interest in and to the Intellectual Property, together with any and all related common law rights and goodwill connected therewith, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made. The rights assigned in this Assignment are hereby transferred free and clear of any and all mortgages, pledges, charges, security interests, liens, encumbrances or rights or claims of others, of any nature whatsoever.

Assignor hereby authorizes and requests the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record Assignee as the owner of any and all of the Assignor's rights in the Intellectual Property 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 IP Assignment effective as of the date first above written.

ASSIGNOR: Pet360, LLC, formerly known as Pet360, Inc.

ASSIGNEE: PetSmart Home Office, Inc.

By:  \_\_\_\_\_

By:  \_\_\_\_\_


Name: Gary Shullaw

Name: Gary Shullaw

Title: Deputy General Counsel & Assistant Secretary

Title: Deputy General Counsel & Assistant Secretary

SCHEDULE A

MARK	Country & Registration/Application Number	Registration/Application Date
ONLY NATURAL PET	United States Reg. No. 4771313	July 14, 2015
ONLY NATURAL PET	United States Reg. No. 4197370	August 28, 2012
ONLY NATURAL PET	United States Reg. No. 4185509	August 7, 2012
ONLY NATURAL PET and Design: 	United States Reg. No. 3504384	September 23, 2008
CLICK.SAVE.RELAX!	Canada Reg. No. TMA881882	July 10, 2014
ZOOTOO	Canada Reg. No. TMA777472	September 10, 2017

SCHEDULE B

Copyright Title	Country & Registration Number	Registration Date
ZooToo Icons	U.S. Registration No. VAu001003266	October 9, 2007
ZooToo Icons	U.S. Registration No. VAu000971718	September 5, 2008