

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petco Animal Supplies Stores, Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	One Penn's Way		
Internal Address:	OPS II		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90679913	PETCO LOVE	
Serial Number:	90679932	PETCO LOVE A NONPROFIT CHANGING LIVES	
Serial Number:	88006559	REDDY	
Serial Number:	97109937	REDDY	
Serial Number:	90679943		
Serial Number:	90829830	THE HEALTH + WELLNESS CO.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0459		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		

OP \$165.00 90679913

DATE SIGNED:	04/01/2022
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Total Attachments: 6

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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 31, 2022, 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. Terms. 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 A 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-to-use 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. Recordation. 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. Security Agreement. 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.

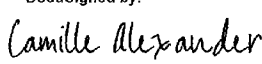
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL 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. Intercreditor Agreements. 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.

[Remainder of this page intentionally left blank]

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

PETCO ANIMAL SUPPLIES STORES, INC.,
as a Grantor

DocuSigned by:

2F2D8A1BFCA4422...
By: _____
Name: Camille Alexander
Title: President

Accepted and Agreed:

CITIBANK, N.A., as Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

SCHEDULE A

Country	Mark	Owner	Int'l Class(es)	Status	Appl. No.	Reg. No.	Filing Date	Reg. Date
USA	PETCO LOVE	Petco Animal Supplies Stores, Inc.	35, 36, 45	Registered	90/679,913	6,639,153	04/29/2021	02/08/2022
USA	petco love A NONPROFIT CHANGING LIVES	Petco Animal Supplies Stores, Inc.	35, 36, 45	Registered	90/679,932	6,639,154	04/29/2021	02/08/2022
USA	REDDY	Petco Animal Supplies Stores, Inc.	12, 18, 20, 21, 24, 28	Registered	88/006,559	6,424,886	06/19/2018	07/27/2021
USA	REDDY	Petco Animal Supplies Stores, Inc.	35	Pending	97/109,937		11/05/2021	
USA	Ruff and Mews Heart Logo	Petco Animal Supplies Stores, Inc.	35, 36, 45	Pending	90/679,943	6,639,155	04/29/2021	02/08/2022
USA	The Health + Wellness Co.	Petco Animal Supplies Stores, Inc.	28	Pending	90/829,830		07/15/2021	