

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM835974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petabyte Technology, Inc.		08/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	One Boston Place, 19th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97898171	PETABYTE	
<b>Registration Number:</b>	6754800	RHAPSODY	
<b>Registration Number:</b>	5893138	VETKEY	
<b>Registration Number:</b>	6760703	BOOP	
<b>Serial Number:</b>	97898184	PETABYTE ANALYTICS	
<b>Serial Number:</b>	97898182	PETABYTE	
<b>Serial Number:</b>	97898187	PETABYTE ANALYTICS	
<b>Serial Number:</b>	97898191	BOOP	
<b>Serial Number:</b>	97898194	RHAPSODY	
<b>Serial Number:</b>	90497090	BOOP	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Rodney Boulware		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		

OP \$265.00 97898171

<b>ATTORNEY DOCKET NUMBER:</b>	2102845
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	09/01/2023

**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT dated as of August 1, 2023 (this “Agreement”), among Petabyte Technology, Inc. (the “Grantor”) 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. The 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, the 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”).

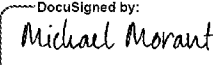
SECTION 3 Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights 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.

PETABYTE TECHNOLOGY, INC.,

By:  DocuSigned by:  
Name: Michael Morant  
Title: Vice President and Assistant Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: JAI ALEXANDER  
Title: DIRECTOR

**Schedule I**  
**Trademark Collateral**

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
PETABYTE	USA	97898171 20-APR-2023	—	Pending	Petabyte Technology, Inc.
PETABYTE ANALYTICS	USA	97898184 20-APR-2023	—	Pending	Petabyte Technology, Inc.
PETABYTE in stylized letters <i>petabyte</i>	USA	97898182 20-APR-2023	—	Pending	Petabyte Technology, Inc.
PETABYTE ANALYTICS in stylized letters <i>petabyteanalytics</i>	USA	97898187 20-APR-2023	—	Pending	Petabyte Technology, Inc.
BOOP in stylized letters <b>Boop</b>	USA	97898191 20-APR-2023	—	Pending	Petabyte Technology, Inc.
RHAPSODY in stylized letters <i>rhapsody</i>	USA	97898194 20-APR-2023	—	Pending	Petabyte Technology, Inc.
BOOP	USA	90497090 29-JAN-2021	—	Suspended 31-JAN-2022	Petabyte Technology, Inc.
RHAPSODY	USA	88675436 31-OCT-2019	6754800 07-JUN-2022	Registered 6-year Aff. of Use due 07- JUN-2028	Petabyte Technology, Inc.
VETKEY	USA	88275002 24-JAN-2019	5893138 22-OCT-2019	Registered 6-year Aff. of Use due 22- OCT-2025	Petabyte Technology, Inc.
BOOP	USA	88213197 30-NOV-2018	6760703 14-JUN-2022	Registered 6-year Aff. of Use due 14- JUN-2028	Petabyte Technology, Inc.