

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI81163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN) AT R/F 7210/0953		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		02/29/2024	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Petco Wellness, LLC		
Street Address:	10850 Via Frontera		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5993667	PUPBOX	
Registration Number:	5993668	PUPBOX	
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:	jess.bajada-bartlett@lw.com		
Correspondent Name:	Mrs. Jessica Bajada-Bartlett		
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-Bartlett		
SIGNATURE:	Jessica Bajada-Bartlett		
DATE SIGNED:	03/08/2024		
Total Attachments: 3			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN) (this “Release”), dated as of February 29, 2024, is made by CITIBANK, N.A., as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of PETCO WELLNESS, LLC, a Delaware limited liability company (the “Released Grantor”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, the Released Grantor, together with Petco Animal Supplies Stores, Inc. and Petco Animal Supplies, Inc. (the “Other Grantors”), executed and delivered that certain First Lien Security Agreement, dated as of March 4, 2021, in favor of the Collateral Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Released Grantor, together with the Other Grantors, executed and delivered that certain First Lien Trademark Security Agreement, dated March 4, 2021 in favor of the Collateral Agent (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on March 4, 2021 at Reel/Frame 7210/0953 with respect to the Trademarks of the Released Grantor;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor, and the Other Grantors party thereto, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in the Trademark Collateral as security for the payment and performance, as the case may be, in full of the Secured Obligations; and

WHEREAS, the Trademark Collateral included the Trademarks listed on Schedule A 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 then and thereafter 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 (the “Released Trademark Collateral”), and the Released Grantor has requested that the Collateral Agent now terminate and release its Security Interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby terminates and releases the Security Interest in the Released Trademark Collateral which had been granted to it by the Released Grantor pursuant to the Security Agreement and the Trademark Security Agreement, without recourse to, or representation or warranty by, the Collateral Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Collateral Agent in the Trademark Collateral, or any other security interest granted by the Released Grantor or any of the Other Grantors to the Collateral Agent.

The Released Grantor (and any successor to the Released Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Trademark Collateral) is hereby authorized to record this Release with the USPTO, at the Released Grantor’s sole cost and expense.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

CITIBANK, N.A.,
as Collateral Agent

By: Caesar W Wyganski
Name: CAESAR W WYGANISKI
Title: VICE PRESIDENT

Schedule A

RELEASED TRADEMARKS

Trademark	Classes	App. Date	App. No.	Reg. Date	Reg. No.	Renewal Due
PUPBOX	18, 35,41	10/17/2018	88158980	02/25/2020	5993667	02/25/2026
PUPBOX & Design 	18, 35,41	10/17/2018	88159000	02/25/2020	5993668	02/25/2026