FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-22-2001

101724658

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OIPE JC177
MAY 17 2001
PATENT & TRADEMARK OFFICE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5·17·01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 4 30 01

Name: PetsMart, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: DE

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Fleet Retail Finance Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 40 Broad Street

Address (line 2):

Address (line 3): Boston (City) MA (State/Country) 02109 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: DE

FOR OFFICE USE ONLY

05/22/2001 GTON11 00000007 75395860

01 FC:481 40.00 OP
02 FC:482 3150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 703-415-1555

Name Christopher E. Kondracki

Address (line 1) 2001 Jefferson Davis Hwy.

Address (line 2) Suite 505

Address (line 3) Arlington, VA 22202

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 37

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/395,860	76/130,622	75/717,138	2,350,602	2,357,849	1,961,600
75/882,222	75/794,357	78/018,284	1,768,199	2,159,759	2,138,124
75/775,667	76/130,621	75/381,375	2,234,471	2,047,937	2,357,900

Number of Properties

Enter the total number of properties involved. # 127

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 3,190.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-3545

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki		May 17, 2001
Name of Person Signing	Signature	Date Signed

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Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OIPE JC
MAY 17 2001
PATENT & TRADEMARK OFFICE

Conveying Party

Enter Additional Conveying Party

[X] Mark if additional names of conveying parties attached

Name: PetsMart.com

Execution Date: Month 4 Day 30 Year 01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: DE

Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City: State/Country: Zip Code:

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

[ ] Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
76/130,619	76/015,912	75/816,742	2,052,781	2,047,930	2,250,418
75/882,177	76/130,617	75/882,221	2,162,154	1,615,854	1,943,837
75/192,486	75/817,169	75/881,935	2,243,580	2,029,081	2,421,666
76/130,623	76/130,618	75/881,934	1,922,240	2,126,516	1,993,596
76/130,624	75/930,657	75/882,223	2,161,032	2,250,416	2,145,539
75/798,507	78/026,051	75/717,136	2,248,024	1,972,399	1,890,373
76/044,728	75/737,216	78/021,308	2,160,998	2,250,417	1,931,940

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U.S. Department of Commerce
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Conveying Party

Enter Additional Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date: Month 4 Day 30 Year 01

Name: State Line Tool Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: NH

Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City: State/Country: Zip Code:

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

[ ] Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/032,244	75/786,971	75/765,647	1,815,480	2,123,928	2,003,185
75/055,154	75/787,126	75/717,137	2,072,215	2,430,906	1,931,098
75/032,243	75/787,125	75/220,175	1,985,100	1,587,226	2,044,924
75/631,836	75/786,780	75/204,537	1,985,154	2,175,621	2,033,018
75/631,830	76/130,930		2,193,082	1,914,862	1,927,073
75/631,828	76/130,620		2,168,771	1,559,337	1,897,071
75/631,829	75/766,211		1,563,361	1,751,656	1,701,031

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MAY 17 2001
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Conveying Party

Enter Additional Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date: Month 4 Day 30 Year 01

Name: Weise Vet Supply Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship State of Incorporation/Organization: NY

Receiving Party

Enter Additional Receiving Party

[ ] Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City: State/Country: Zip Code:

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

[ ] Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2,162,854	1,614,449	2,316,975
			2,400,454	758,248	1,984,692
			2,373,328	1,859,903	1,926,192
			1,690,473	1,570,351	1,834,630
			2,242,917	1,318,701	2,015,642
			1,543,985	2,068,564	1,928,295
			1,922,239	2,001,466	1,196,969

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Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,370,659		
			1,578,361		
			1,962,411		
			2,316,558		
			2,316,548		
			1,974,181		
			1,825,647		

TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

April 30, 2001

TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT dated as of April 30, 2001 (the "TM Security Agreement") by and among PETsMART, Inc., PETsMART.com, Inc., STATE LINE TACK, INC., and Weise Vet Supply, Inc., (each, referred to individually as "Assignor" and, collectively as the "Assignors"); and FLEET RETAIL FINANCE INC., a Delaware corporation ("FRF"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

1. **BACKGROUND**: Reference is made to the Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, FRF, as Administrative Agent and Collateral Agent for the Lenders, Fleet National Bank, as Issuing Bank, Congress Financial Corporation (Western), as Co-Agent, and Fleet Securities Inc., as Syndication Agent and Arranger. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST**: To secure the Obligations, Assignor hereby creates a security interest in favor of the Collateral Agent (for the benefit of the Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of, and during the continuance of, an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

(a) All of Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Assignor's rights corresponding to any of the foregoing throughout the world.

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The TM Collateral shall not include: (a) any rights or property acquired under a license or contract right that prohibits Liens on or collateral assignments of such rights or property, provided that the proceeds therefrom shall not be excluded from the definition of TM Collateral to the extent that the assignment of such proceeds is not prohibited, (b)or any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would void the same.

3. **PROTECTION OF MARKS BY ASSIGNOR:** Assignor shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

(a) Except for Marks that become obsolete, abandoned, or where such renewal is economically impractical in the reasonable discretion of the Assignor, pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At Assignor's sole cost, expense, and risk, take any and all action which Assignor deems desirable to protect the Marks, including, without limitation, but subject to Assignor's discretion, the prosecution and defense of infringement actions.

4. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by Assignor.

(b) All TM Collateral is and shall remain, free and clear of all Liens, encumbrances, or security interests to any Person other than to the Collateral Agent.

(c) Concurrent with the delivery of the quarterly financial statements required to be delivered by the Lead Borrower pursuant to Section 5.01(b) of the Credit Agreement, the Lead Borrower shall give the Collateral Agent written notice (with reasonable detail) of the occurrence, during the most recently completed fiscal quarter of the Lead Borrower, of any of the following:

(i) Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).

(ii) Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).

(iii) Assignor's entering into any new trademark license agreement or service mark license agreement.

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5 **AGREEMENT APPLIES TO FUTURE MARKS**:

(a) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(b) Assignor hereby authorizes the Collateral Agent to take all such action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **ASSIGNOR'S RIGHTS TO ENFORCE MARKS**: Prior the Collateral Agent's giving of notice to Assignor following the occurrence and during the continuance of an Event of Default, Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, provided, however:

(a) Assignor first provides the Collateral Agent with written notice of Assignor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by Assignor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to Assignor may terminate or limit Assignor's rights under this Section 6.

7. **COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS**: In the event of

(a) Assignor's failure, within Five (5) days of written notice from the Collateral Agent, to cure any failure by Assignor to perform any of Assignor's Obligations set forth in Section 3; and/or

(b) the occurrence and during the continuance of any Event of Default, the Collateral Agent, acting in its own name, on behalf of the Secured Parties, or in that of Assignor, may (but shall not be required to) act in Assignor's place and stead and/or in the Collateral Agents' own right in connection therewith.

8. **RIGHTS UPON DEFAULT**: Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, on behalf of the Secured Parties, may exercise all rights and remedies of a secured party upon the occurrence and during the continuance of a default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

9. **COLLATERAL AGENT AS ATTORNEY IN FACT**:

(a) Assignor hereby irrevocably constitutes and designates the Collateral Agent as and for Assignor's attorney in fact, effective following the occurrence and during the

TRADEMARK
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continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).

(ii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until this TM Security Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Assignor for losses, claims, damages, liabilities or related expenses resulting from the Collateral Agent's or the Secured Parties' gross negligence or willful misconduct, or the gross negligence or willful misconduct of any Affiliate of the Collateral Agent or the Secured Parties, or any officer, director, employee, advisor or agent of the Collateral Agent or the Secured Parties, or any Affiliate of the Collateral Agent or the Secured Parties.

10. **COLLATERAL AGENT'S RIGHTS**:

(a) Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this TM Security Agreement and under the Loan Agreement shall be coextensive with Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this TM Security Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

11. **INTENT**: It is intended that this TM Security Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Collateral Agent, on behalf of the Secured Parties, shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS**: It is intended that this TM Security Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

TRADEMARK
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IN WITNESS WHEREOF, Assignors and the Collateral Agent respectively have caused this TM Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

PETSMART, INC.
("Assignor")

By _____

Name Philip L Francis

Title CEO

FLEET RETAIL FINANCE INC.
(The "Collateral Agent")

By _____

Name MARK J. FURTI

Title Director

PETSMART.COM, INC.
("Assignor")

By _____

Name THOMAS LISTON

Title Treasurer

STATE LINE TACK, INC.
("Assignor")

By _____

Name THOMAS LISTON

Title Treasurer

WEISE VET SUPPLY, INC.
("Assignor")

By _____

Name THOMAS LISTON

Title Treasurer

TRADEMARK
REEL: 002291 FRAME: 0795

The Commonwealth of Massachusetts

County of Suffolk April 30, 2001

Then personally appeared before me Philip L. Francis who acknowledged that such person is the duly authorized CEO of PETSMART, INC. and that such person had executed the foregoing instrument on its behalf.

Patrick Glenn
NOTARY PUBLIC
My commission expires Feb. 17, 2006

, Notary Public
My Commission Expires:

The Commonwealth of Massachusetts

County of Suffolk April 30, 2001

Then personally appeared before me Thomas Liston who acknowledged that such person is the duly authorized Treasurer of PETSMART.COM, INC. and that such person had executed the foregoing instrument on its behalf.

Patrick Glenn
NOTARY PUBLIC
My commission expires Feb. 17, 2006

, Notary Public
My Commission Expires:

The Commonwealth of Massachusetts

County of Suffolk April 30, 2001

Then personally appeared before me Thomas Liston who acknowledged that such person is the duly authorized Treasurer of STATE LINE TACK, INC. and that such person had executed the foregoing instrument on its behalf.

Patrick Glenn
NOTARY PUBLIC
My commission expires Feb. 17, 2006

, Notary Public
My Commission Expires:

The Commonwealth of Massachusetts

County of Suffolk April 30, 2001

Then personally appeared before me Thomas Liston who acknowledged that such person is the duly authorized Treasurer of WEISE VET SUPPLY, INC. and that such person had executed the foregoing instrument on its behalf.

Patrick Glenn
NOTARY PUBLIC
My commission expires Feb. 17, 2006

, Notary Public
My Commission Expires:

The Commonwealth of Massachusetts

County of Suffolk April 30, 2001

Then personally appeared before me Mark Fox who acknowledged that such person is the duly authorized Director of FLEET RETAIL FINANCE INC. and that such person had executed the foregoing instrument on its behalf.

Patrick Glenn
NOTARY PUBLIC
My commission expires Feb. 17, 2006

, Notary Public
My Commission Expires:

TRADEMARK
REEL: 002291 FRAME: 0796

EXHIBIT A

APPLICATIONS

PETsMART, Inc. and Subsidiaries
U.S. and International Trademark Application Chart

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
ALL LIVING THINGS (PETsMART, Inc.)	United States	Application No. 75/395,860	Filed 11/25/97
AUTHORITY (PETsMART, Inc.)	Canada	Application No. 808,175	Filed 3/26/96
AUTHORITY (PETsMART, Inc.)	South Africa	Application No. 98/13759	Filed 8/5/98
AWARD (The Pet Food Giant)	Australia	Application No. 819852	Application filed 1/12/00
	Barbados		Counsel instructed to file application 9/22/00
	New Zealand		Counsel instructed to conduct search 1/11/00
BARGAIN HOUND (PETsMART, Inc.)	United States	Application No. 75/882,222	Filed 12/28/99
BARGAIN HOUND (PETsMART, Inc.)	Canada	Application No. 821,991	Filed 8/28/96
BARGAIN HOUND (PETsMART, Inc.)	Japan	Application No. 2000-001231	Filed 1/13/00
BARGAIN HOUND (PETsMART, Inc.)	South Africa	Application No. 98/13794	Filed 8/5/98
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	United States	Application No. 75/775,667	Filed 8/13/99
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	Australia	Application No. 830712	Filed 4/6/00
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	Canada	Application No. 1030113	Filed 9/24/99
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	ECTM	Application No. 1335470	Filed 10/1/99
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	Japan	Application No. 1187858	Filed 9/30/99
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	New Zealand	Application No. 612007	Filed 4/6/00
BECAUSE PETS CAN'T DRIVE (PETsMART.com, Inc.)	New Zealand	Application No. 612008	Filed 4/6/00
BIRD PERCH BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,622	Filed 9/20/00
BOUFFE WOUF (PETsMART, Inc.)	Canada	Application No. 821,899	Filed 8/28/96

TRADEMARK
REEL: 002291 FRAME: 0797

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
BOW WOW BRUNCH (PETsMART.com, Inc.)	United States	Application No. 75/794,357	Filed 9/9/99
BRENTWOOD (State Line Tack, Inc.)	Canada	Application No. 793,202	Filed 9/21/95
CAT'S WINDOW BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,621	Filed 9/20/00
CHEWMOMETER (PETsMART, Inc.)	United States	Application No. 75/717,138	Filed 5/28/99
CHEWMOMETER (PETsMART, Inc.)	Canada	Application No. 1,035,829	Filed 11/12/99
CHEWMOMETER (PETsMART, Inc.)	ETCM	Application No. 1399286	Filed 11/25/99
CHEWMOMETER (PETsMART, Inc.)	Israel	Application No. 132336	Filed 11/17/99
CHEWMOMETER (PETsMART, Inc.)	Japan	Application No. 11-102643	Filed 11/11/99
CHEWMOMETER (PETsMART, Inc.)	South Africa	Application No. 99/21026	Filed 11/11/99
CLICK, SCRATCH AND SPIN (PETsMART.com, Inc.)	United States	Application No. 78/018,284	Filed 7/25/00
COMPANION ROAD (PETsMART, Inc.)	United States	Application No. 75/381,375	Filed 10/29/97
COMPANION ROAD (PETsMART, Inc.)	Canada	Application No. 852,095	Filed 7/28/97
DOG HOUSE BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,619	Filed 9/20/00
EVERYTHING THEY NEED (PETsMART.com, Inc.)	United States	Application No. 75/882,177	Filed 12/27/99
EXQUISICAT (PETsMART, Inc.)	Canada	Application No. 870,686	Filed 2/27/98
EXQUISICAT (PETsMART, Inc.)	Japan	Application No. 200-57437	Filed 5/25/00
EXQUISICAT (PETsMART, Inc.)	South Africa	Application No. 98/13802	Filed 8/5/98
FELINE ELEMENTS (PETsMART, Inc.)	United States	Application No. 75/192,486	Filed 11/4/96
FISH TAILS BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,623	Filed 9/20/00
GROOMAX (PETsMART, Inc.)	Japan	Application No. 2000-49623	Filed 5/8/00
GROOMAX (PETsMART, Inc.)	South Africa	Application No. 2000/11434	Filed 6/6/00
GROOMAX (PETsMART, Inc.)	South Africa	Application No. 2000/11435	Filed 6/6/00
GROOMAX (PETsMART, Inc.)	South Africa	Application No. 2000/11436	Filed 6/6/00
GRREAT CHOICE (AND DESIGN) (PETsMART, Inc.)	ECTM	Application No. 1426139	Filed 12/15/99

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
GRREAT CHOICE (PETsMART, Inc.)	South Africa	Application No. 98/13801	Filed 8/5/98
HERP ROCK BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,624	Filed 9/20/00
ITS FOR LIFE (PETsMART, Inc.)	South Africa	Application No. 2000/06612	Filed 4/7/00
KEEP IT COMIN (PETsMART.com, Inc.)	United States	Application No. 75/798,507	Filed 9/14/99
MISCHIEF (PETsMART, Inc.)	Japan	Application No. 2000-42597	Filed 4/20/00
MISCHIEF (PETsMART, Inc.)	South Africa	Application No. 2000/10214	Filed 5/23/00
MORE PRODUCTS THAN A SUPERSTORE (PETsMART.com, Inc.)	Canada	Application No. 1031305	Filed 10/5/99
MORE PRODUCTS THAN A SUPERSTORE (PETsMART.com, Inc.)	ECTM	Application No. 1368281	Filed 10/28/99
MORE PRODUCTS THAN A SUPERSTORE (PETsMART.com, Inc.)	Japan	Application No. 1192279	Filed 10/13/99
MY PET PHARMACIST (PETsMART.com, Inc.)	United States	Application No. 76/044,728	Filed 5/9/00
NOTTINGHAM (State Line Tack, Inc.)	Canada	Application No. 793,205	Filed 9/21/95
NUTRIPHASE (PETsMART, Inc.)	Australia	Application No. 806437	Filed 9/9/99
NUTRIPHASE (PETsMART, Inc.)	Brazil	Application No. 822627850	Filed 1/11/00
NUTRIPHASE (PETsMART, Inc.)	Hong Kong	Application No. 2000 17305	Filed 8/2/00
NUTRIPHASE (PETsMART, Inc.)	Israel	Application No. 134073	Filed 1/17/00
NUTRIPHASE (PETsMART, Inc.)	Mexico	Application No. 424,209	Filed 5/8/00
NUTRIPHASE (PETsMART, Inc.)	New Zealand	Application No. 606556	Filed 1/13/00
NUTRIPHASE (PETsMART, Inc.)	Singapore	Application No. T00/07149B	Filed 4/27/00
NUTRIPHASE (PETsMART, Inc.)	South Africa	Application No. 98/13796	Filed 8/5/98
PAW PRINT Design (PETsMART.com, Inc.)	Australia	Application No. 830711	Filed 4/6/00
PAW PRINT Design (PETsMART.com, Inc.)	Canada	Application No. 1022628	Filed 7/15/99
PAW PRINT Design (PETsMART.com, Inc.)	ECTM	Application No. 1253111	Filed 7/20/99
PAW PRINT Design (PETsMART.com, Inc.)	Japan	Application No. 1163545	Filed 7/16/99
PAW PRINT Design (PETsMART.com, Inc.)	New Zealand	Application No. 612010	Filed 4/6/00

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
PAW PRINT Design (PETsMART.com, Inc.)	New Zealand	Application No. 612009	Filed 4/6/00
PAWSCRIPTIONS (PETsMART.com, Inc.)	United States	Application No. 76/015,912	Filed 3/31/00
PAWSPECTIVES (PETsMART.com, Inc.)	United States	Application No. 76/130,617	Filed 9/20/00
PEOPLE HELPING ANIMALS. ANIMALS HELPING PEOPLE. (PETsMART.com, Inc.)	United States	Application No. 75/817,169	Filed 10/6/99
PET FAMILY QUILT (PETsMART.com, Inc.)	United States	Application No. 76/130,618	Filed 9/20/00
PET JUNGLE (PETsMART.com, Inc.)	United States	Application No. 75/930,657	Filed 2/28/00
PET PERKS (PETsMART, Inc.)	United States	Application No. 78/026,051	Filed 9/15/00
PETS.COM (PETsMART.com, Inc.)	United States	Application No. 75/737,216	Filed 6/24/99
PETS.COM (PETsMART.com, Inc.)	Australia	Application No. 830710	Filed 4/6/00
PETS.COM (PETsMART.com, Inc.)	Canada	Application No. 1022630	Filed 7/15/99
PETS.COM (PETsMART.com, Inc.)	ECTM	Application No. 1241702	Filed 7/12/99
PETS.COM (PETsMART.com, Inc.)	Japan	Application No. 1163544	Filed 7/16/99
PETS.COM (PETsMART.com, Inc.)	New Zealand	Application No. 612005	Filed 4/6/00
PETS.COM (PETsMART.com, Inc.)	New Zealand	Application No. 612006	Filed 4/6/00
PETS.COMMITMENT (PETsMART.com, Inc.)	United States	Application No. 75/816,742	Filed 10/6/99
PETSHEART HEALTH. EXPERTISE, ADOPTION. RESPONSIBILITY. TRAINING And Heart Design (Black & White) (PETsMART, Inc.)	United States	Application No. 75/882,221	Filed 12/2/99
PETSHEART HEALTH. EXPERTISE, ADOPTION. RESPONSIBILITY. TRAINING And Bouncing Ball Design (Black & White) (PETsMART, Inc.)	United States	Application No. 75/881,935	Filed 12/28/99
PETSMART (PETsMART, Inc.)	Australia	Application No. 832473	Filed 4/18/00
PETSMART And Bouncing Ball Design (Black & White) (PETsMART, Inc.) PETsMART	United States	Application No. 75/881,934	Filed 12/28/99

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
PETSMART And Bouncing Ball Design (Black & White) (PETsMART, Inc.) PETSMART	United States	Application No. 75/882,223	Filed 12/28/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Argentina	Application No. 2017374	Filed 1/15/96
	Argentina	Application No. 2017375	Filed 1/15/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Australia	Application No. 602809	Filed 5/21/93
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	China, P.R.C.	Application No. 960042968	Filed 4/3/96
	China, P.R.C.	Application No. 960042968	Filed 4/3/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Columbia	Application No. 96018775	Filed 4/18/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Egypt	Application No. 105108	Filed 2/12/97
	Egypt	Application No. 105109	Filed 2/12/97
	Egypt	Application No. 105110	Filed 2/12/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	India	Application No. 733031	Filed 2/06/97
	India	Application No. 733035	Filed 2/06/97
	India	Application No. 733033	Filed 2/06/97
	India	Application No. 733032	Filed 2/06/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Israel	Application No. 122469	Filed 9/16/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Kuwait	Application No. 36896	Filed 6/18/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Malaysia	Application No. 96/2003,644	Filed 4/10/96
	Malaysia	Application No. 96/2003,645	Filed 4/10/96
	Malaysia	Application No. 96/2003,646	Filed 4/10/96

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
	Malaysia	Application No. 96/2003,647	Filed 4/10/96
	Malaysia	Application No. 96/2003,649	Filed 4/10/96
	Malaysia	Application No. 96/2003,650	Filed 4/10/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Norway	Application No. 970698	Filed 1/28/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Philippines	Application No. 107313	Filed 4/11/96
		Application No. 4-199-01752	Filed 3/15/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Saudi Arabia	Application No. 39747	Filed 7/12/97
	Saudi Arabia	Application No. 39772	Filed 7/12/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Singapore	Application No. 1166/97	Filed 1/31/97
	Singapore	Application No. 1167/97	Filed 1/31/97
	Singapore	Application No. 8388/98	Filed 8/21/98
	Singapore	Application No. 8389/98	Filed 8/21/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	South Africa	Application No. 09701984	Filed 2/10/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	South Korea	Application No. 95-11924	Filed 12/9/95
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	South Korea	Application No. 40-1999-0045465	Filed 11/29/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	South Korea	Application No. 40-1999-0045467	Filed 11/29/99
PETSMART.COM (PETsMART, Inc.)	United States	Application No. 75/717,136	Filed 5/28/99
PETSMART.COM (PETsMART, Inc.)	Australia	Application No. 813639	Filed 11/12/99
PETSMART.COM (PETsMART, Inc.)	Canada	Application No. 1,036,064	Filed 11/15/99

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
PETSMART.COM (PETsMART, Inc.)	ECTM	Application No. 1399351	Filed 11/25/99
PETSMART.COM (PETsMART, Inc.)	Israel	Application No. 132338	Filed 11/17/99
PETSMART.COM (PETsMART, Inc.)	Israel	Application No. 132339	Filed 11/17/99
PETSMART.COM (PETsMART, Inc.)	Japan	Application No. 11-107504	Filed 11/12/99
PETSMART.COM (PETsMART, Inc.)	South Africa	Application No. 99/21202	Filed 11/16/99
PETSMART PERKS (PETsMART.com, Inc.)	United States	Application No. 78/021,308	Filed 8/15/00
PETSTUFF (PETsMART, Inc.)	United States	Application No. 75/032,244	Filed 12/13/95
PETSTUFF (PETsMART, Inc.)	Australia	Application No. 835550	Filed 5/17/00
PETSTUFF (PETsMART, Inc.)	Israel	Application No. 138125	Filed 5/24/00
PETSTUFF (PETsMART, Inc.)	South Africa	Application No. 2000/10215	Filed 5/23/00
PETSTUFF (PETsMART, Inc.)	South Africa	Application No. 2000/10216	Filed 5/23/00
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	United States	Application No. 75/055,154	Filed 2/8/96
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	United States	Application No. 75/032,243	Filed 12/13/95
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	Japan	Application No. 8-87387	Filed 8/2/96
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	Japan	Application No. 11-77144	Filed 8/30/99
PETZAZZ (PETsMART, Inc.)	Australia	Application No. 835549	Filed5/17/00
PETZAZZ (PETsMART, Inc.)	Canada	Application No. 859,824	Filed 10/28/97
PETZAZZ (PETsMART, Inc.)	ECTM	Application No. 1,709,328	Filed 6/15/00
PETZAZZ (PETsMART, Inc.)	Japan	Application No. 2000-48787	Filed 5/2/00
PETZAZZ (PETsMART, Inc.)	Israel	Application No. 138121	Filed 5/24/00
PETZAZZ (PETsMART, Inc.)	Israel	Application No. 138122	Filed 5/24/00
PETZAZZ (PETsMART, Inc.)	Israel	Application No. 138123	Filed 5/24/00

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
PETZAZZ (PETsMART, Inc.)	Israel	Application No. 138124	Filed 5/24/00
PETZAZZ (PETsMART, Inc.)	New Zealand	Application No. 616202	Filed 6/6/00
PETZAZZ (PETsMART, Inc.)	New Zealand	Application No. 616203	Filed 6/6/00
PETZAZZ (PETsMART, Inc.)	New Zealand	Application No. 616204	Filed 6/6/00
PETZAZZ (PETsMART, Inc.)	New Zealand	Application No. 616205	Filed 6/6/00
PETZAZZ (PETsMART, Inc.)	South Africa	Application No. 09900940	Filed 1/22/99
	South Africa	Application No. 09900941	Filed 1/22/99
	South Africa	Application No. 09900942	Filed 1/22/99
PROQUATICS (PETsMART, Inc.)	United States	Application No. 75/631,836	Filed 2/1/99
	United States	Application No. 75/631,830	Filed 2/1/99
	United States	Application No. 75/631,828	Filed 2/1/99
	United States	Application No. 75/631,829	Filed 2/1/99
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	United States	Application No. 75/786,971	Filed 8/27/99
	United States	Application No. 75/787,126	Filed 8/27/99
	United States	Application No. 75/787,125	Filed 8/27/99
	United States	Application No. 75/786,780	Filed 8/27/99
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	Australia	Application No. 818838	Filed 12/31/99
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	Canada	Application No. 1,041,465	Filed 1/4/00
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	ECTM	Application No. 1447333	Filed 1/4/00
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	Japan	Application No. 2000-77	Filed 1/5/00
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	South Africa	Application No. 2000/00292	Filed 1/10/00
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	South Africa	Application No. 2000/00293	Filed 1/10/00

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	South Africa	Application No. 2000/00294	Filed 1/10/00
SHAREABLES FOR ME & MY PAL (PETsMART, Inc.)	South Africa	Application No. 2000/00295	Filed 1/10/00
SMALL ANIMAL BOARD (PETsMART.com, Inc.)	United States	Application No. 76/130,930	Filed 9/20/00
SMART PET OF THE DAY (PETsMART.com, Inc.)	United States	Application No. 76/130,620	Filed 9/20/00
SOPHISTACAT (PETsMART, Inc.)	South Africa	Application No. 98/13794	Filed 8/6/98
STEP BY STEP (PETsMART, Inc.)	Canada	Application No. 848,707	Filed 6/20/97
TOP FIN (PETsMART, Inc.)	Japan	Application No. 2000-29621	Filed 5/8/00
TOP FIN (PETsMART, Inc.)	South Africa	Application No. 2000/08696	Filed5/8/00
TOP FIN (PETsMART, Inc.)	South Africa	Application No. 2000/08697	Filed 5/8/00
TOP FIN (PETsMART, Inc.)	South Africa	Application No. 2000/08698	Filed 5/8/00
TOP FIN (PETsMART, Inc.)	South Africa	Application No. 2000/0869	Filed 5/8/00
TOP FIN (PETsMART, Inc.)	South Africa	Application No. 2000/08700	Filed 5/8/00
TOP PAW (PETsMART, Inc.)	Australia	Application No. 834657	Filed 5/10/00
TOP PAW (PETsMART, Inc.)	Japan	Application No. 2000-58675	Filed 5/29/00
TOP PAW (PETsMART, Inc.)	Israel	Application No. 138126	Filed 5/24/00
TOP PAW (PETsMART, Inc.)	Israel	Application No. 138127	Filed 5/24/00
TOP PAW (PETsMART, Inc.)	Israel	Application No. 138128	Filed 5/24/00
TOP PAW (PETsMART, Inc.)	New Zealand	Application No. 616196	Filed 6/6/00
TOP PAW (PETsMART, Inc.)	New Zealand	Application No. 616197	Filed 6/6/00
TOP PAW (PETsMART, Inc.)	New Zealand	Application No. 616198	Filed 6/6/00
TOP PAW (PETsMART, Inc.)	New Zealand	Application No. 616199	Filed 6/6/00
TOP PAW (PETsMART, Inc.)	South Africa	Application No. 98/13797	Filed 8/5/98
	South Africa	Application No. 98/13798	Filed 8/5/98
	South Africa	Application No. 98/13799	Filed 8/5/98

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
	South Africa	Application No. 98/13800	Filed 8/5/98
TOP WING (PETsMART, Inc.)	Japan	Application No. 2000-49622	Filed 5/8/00
TOP WING (PETsMART, Inc.)	South Africa	Application No. 09900938	Filed 1/22/99
	South Africa	Application No. 09900939	Filed 1/22/99
TOY SHOPPE And Cat Design (PETsMART, Inc.)	United States	Application No. 75/766,211	Filed 8/2/99
TOY SHOPPE And Cat Design (PETsMART, Inc.)	Brazil	Application No. 822546515	Filed 2/2/00
TOY SHOPPE And Cat Design (PETsMART, Inc.)	ECTM	Application No. 1361219	Filed 1/7/00
TOY SHOPPE And Cat Design (PETsMART, Inc.)	Israel	Application No. 134258	Filed 1/26/00
TOY SHOPPE And Cat Design (PETsMART, Inc.)	Japan	Application No. 2000-872	Filed 1/5/00
TOY SHOPPE And Cat Design (PETsMART, Inc.)	New Zealand	Application No. 606233	Filed 1/6/00
TOY SHOPPE And Cat Design (PETsMART, Inc.)	South Africa	Application No. 2000/00310	Filed 1/11/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	United States	Application No. 75/765,647	Filed 8/2/99
TOY SHOPPE And Dog Design (PETsMART, Inc.)	Brazil	Application No. 822546523	Filed 2/2/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	ECTM	Application No. 1452051	Filed 1/7/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	Israel	Application No. 134259	Filed 1/26/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	Japan	Application No. 2000-871	Filed 1/12/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	New Zealand	Application No. 606232	Filed 1/6/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	South Africa	Application No. 2000/00311	Filed 1/11/00
UNLOCK THE FUN (PETsMART, Inc.)	United States	Application No. 75/717,137	Filed 5/28/99
UNLOCK THE FUN (PETsMART, Inc.)	Canada	Application No. 1,036,065	Filed 11/15/99
UNLOCK THE FUN (PETsMART, Inc.)	ECTM	Application No. 1399310	Filed 11/15/99
UNLOCK THE FUN (PETsMART, Inc.)	Israel	Application No. 132337	Filed 11/17/99
UNLOCK THE FUN (PETsMART, Inc.)	Japan	Application No. 11-107503	Filed 11/12/99
UNLOCK THE FUN (PETsMART, Inc.)	South Africa	Application No. 99/21027	Filed 11/11/99
VETSMART (PETsMART, Inc.)	United States	Application No. 75/220,175	Filed 12/27/96

TRADEMARK/ OWNER	COUNTRY	APPLICATION NUMBER	CURRENT STATUS
VETSMART (PETsMART, Inc.)	Canada	Application No. 811,228	Filed 4/30/96
	Canada	Application No. 785,527	Filed 6/19/95
VETSMART Stylized (PETsMART, Inc.) VETSMART	United States	Application No. 75/204,537	Filed 11/26/96
WHERE PETS FIND FAMILIES (PETsMART, Inc.)	Canada	Application No. 1,024,270	Filed 7/30/99

REGISTRATIONS

PETsMART, Inc. and Subsidiaries
U.S. and International Trademark Registration Chart

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
ALL LIVING THINGS (PETsMART, Inc.)	United States	Registration No. 2,350,602	Registered 5/16/00
ALL LIVING THINGS (PETsMART, Inc.)	United Kingdom	Registration No. 2167604	Registered 8/27/99
AUTHORITY (PETsMART, Inc.)	United States	Registration No. 1,768,199	Registered 4/27/93
AUTHORITY (PETsMART, Inc.)	ECTM	Registration No. 182188	Registered 7/9/98
AUTHORITY (PETsMART, Inc.)	United Kingdom	Registration No. 2116065	Registered 4/6/99
	United Kingdom	Registration No. 2021965	Registered 9/19/97
AWARD (The Pet Food Giant)	United States	Registration No. 2,234,471	Registered 3/23/99
BARGAIN HOUND (PETsMART, Inc.)	United States	Registration No. 2,357,849	Registered 6/16/00
	United States	Registration No. 2,159,759	Registered 5/19/98
BARGAIN HOUND (PETsMART, Inc.)	United Kingdom	Registration No. 2126707	Registered 5/22/98
BOUNCING BALL Design (PETsMART, Inc.)	United States	Registration No. 2,047,937	Registered 3/25/97
BRENTWOOD (State Line Tack, Inc.)	New Hampshire	Registration No. 7740	Registered 1/11/88
CAMBRIDGE (State Line Tack, Inc.)	United States	Registration No. 1,961,600	Registered 3/12/96
	New Hampshire	Registration No. 7738	Registered 1/11/88
CAMBRIDGE ULTRA (State Line Tack, Inc.)	United States	Registration No. 2,138,124	Registered 2/24/98
CAMBRIDGE ULTRA (State Line Tack, Inc.)	Canada	Registration No. 488,736	Registered 1/30/98
	Canada	Registration No. TMA512,448	Registered 5/31/99
CANINE ELEMENTS (PETsMART, Inc.)	United States	Registration No. 2,357,900	Registered 6/13/00
CANINE ELEMENTS (PETsMART, Inc.)	United Kingdom	Registration No. 2131579	Registered 4/23/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
CAT Design (PETsMART, Inc.)	United States	Registration No. 2,052,781	Registered 4/15/97
CHAT RAVI (PETsMART, Inc.)	Canada	Registration No. TMA 514,091	Registered 8/9/99
CHECK Design (PETsMART, Inc.)	United States	Registration No. 2,162,154	Registered 6/2/98
	United States	Registration No. 2,243,580	Registered 5/4/99
CHECK Design (PETsMART, Inc.)	Canada	Registration No. TMA537007	Registered 11/10/00
CHECK Design (PETsMART, Inc.)	European Community	Registration No. 710079	Registered 8/17/99
CHECK Design (PETsMART, Inc.)	United Kingdom	Registration No. 2154474	Registered 7/17/98
CHEWMOMETER (PETsMART, Inc.)	Australia	Registration No. 813637	Registered 4/28/00
CHEWMOMETER (PETsMART, Inc.)	United Kingdom	Registration No. 2213985	Registered 11/11/99
CHOOBLES (PETsMART, Inc.)	United States	Registration No. 1,922,240	Registered 9/26/95
CHOOBLES (PETsMART, Inc.)	Canada	Registration No. TMA493,551	Registered 4/22/98
COMPANION ROAD (PETsMART, Inc.)	United States	Registration No. 2,161,032	Registered 5/26/98
COMPANION ROAD (PETsMART, Inc.)	Canada	Registration No. TMA532768	Registered 9/15/00
COMPANION ROAD (PETsMART, Inc.)	United Kingdom	Registration No. 2131587	Registered 2/13/98
DEFY (PETsMART, Inc.)	United States	Registration No. 2,248,024	Registered 5/25/99
DENTLEY'S CHEWRITE (PETsMART, Inc.)	United States	Registration No. 2,160,998	Registered 5/26/98
DENTLEY'S CHEWRITE (PETsMART, Inc.)	Canada	Registration No. TMA529,357	Registered 6/16/00

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
DENTLEY'S CHEWRITE (PETsMART, Inc.)	United Kingdom	Registration No. 2131534	Registered 12/19/97
DENTLEY'S CHOOBLES (PETsMART, Inc.)	United Kingdom	Registration No. 2131537	Registered 1/2/98
DOG Design (PETsMART, Inc.)	United States	Registration No. 2,047,930	Registered 3/25/97
DOG Design (Petzazz)	Ohio State	Registration No. S,M67,900	Registered 11/30/92
DOG/BIRD CIRCLE Design (Sporting Dog Specialties, Inc.)	United States	Registration No. 1,615,854	Registered 10/2/90
EQWIESE (Sporting Dog Specialties, Inc./Weise Vet Supply, Inc.)	United States	Registration No. 2,029,081	Registered 1/7/97
ESSEX (State Line Tack, Inc.)	United States	Registration No. 2,126,516	Registered 1/6/98
ESSEX (State Line Tack, Inc.)	Canada	Registration No. TMA507,006	Registered 1/25/99
EXQUISICAT (PETsMART, Inc.)	United States	Registration No. 2,250,416	Registered 6/1/99
EXQUISI CAT (PETsMART, Inc.)	United States	Registration No. 1,972,399	Registered 5/7/96
EXQUISI CAT (PETsMART, Inc.)	Canada	Registration No. 481,530	Registered 8/26/97
EXQUISI CAT (PETsMART, Inc.)	ECTM	Registration No. 182170	Registered 7/1/98
EXQUISICAT/ EXQUISI CAT (PETsMART, Inc.)	United Kingdom	Registration No. 2116063	Registered 6/6/97
EXQUISICAT And Design (PETsMART, Inc.) EXQUISICAT	United States	Registration No. 2,250,417	Registered 6/1/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
EXQUISI CAT And Design (PETsMART, Inc.) EXQUISI CAT	United States	Registration No. 2,250,418	Registered 6/1/99
FÉLIN MIGNON (PETsMART, Inc.)	Canada	Registration No. TMA514,092	Registered 8/9/99
FELINE ELEMENTS (PETsMART, Inc.)	United Kingdom	Registration No. 2131585	Registered 4/23/99
FINFIDO (PETsMART, Inc.)	Canada	Registration No. TMA 514,471	Registered 8/16/99
FLEECY FRIENDS (PETsMART, Inc.)	United States	Registration No. 1,943,837	Registered 12/26/95
FLEECY FRIENDS (PETsMART, Inc.)	Canada	Registration No. 505,470	Registered 12/14/98
FLEECY FRIENDS (PETsMART, Inc.)	United Kingdom	Registration No. 2,149,130	Registered 5/8/98
FOR THE CAT YOU ADORE (PETsMART, Inc.)	United States	Registration No. 2,421,666	Registered 1/16/01
FOXBORO (State Line Tack, Inc.)	United States	Registration No. 1,993,596	Registered 8/13/96
FOXBORO (State Line Tack, Inc.)	Canada	Registration No. TMA484,395	Registered 10/22/97
GOLD AWARD (PETsMART, Inc.)	Canada	Registration No. TMA309,624	Registered 12/27/85
GRACEFUL FLIGHT (PETsMART, Inc.)	United States	Registration No. 2,145,539	Registered 3/17/98
GRACEFUL FLIGHT (PETsMART, Inc.)	Canada	Registration No. TMA510,000	Registered 3/25/99
GRACEFUL FLIGHT (PETsMART, Inc.)	Japan	Registration No. 4228624	Registered 1/8/99
GRACEFUL FLIGHT (PETsMART, Inc.)	United Kingdom	Registration No. 2116061A	Registered 3/27/98
GROOMAX And Design (Sporting Dog Specialties) groomax	United States	Registration No. 1,890,373	Registered 4/18/95
GROOMER DIRECT (Sporting Dog Specialties, Inc.)	United States	Registration No. 1,931,940	Registered 10/31/95
GRREAT CHOICE (PETsMART, Inc.)	United States	Registration No. 1,815,480	Registered 1/4/94
GRREAT CHOICE (PETsMART, Inc.)	Canada	Registration No. 487,574	Registered 1/2/98
HAMPSTEAD (State Line Tack, Inc.)	New Hampshire State	Registration No. 7734	Registered 1/11/88

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
LIL'BITES (PETsMART, Inc.)	United States	Registration No. 2,072,215	Registered 6/17/97
LIL' PAW (PETsMART, Inc.)	United States	Registration No. 1,985,100	Registered 7/9/96
LIL' PAW (PETsMART, Inc.)	Canada	Registration No. 482,310	Registered 9/10/97
LUV-A-PET (PETsMART, Inc.)	California State	Registration No. 041981	Registered 5/24/93
LUV-A-PET (PETsMART, Inc.)	Canada	Registration No. 510,576	Registered 4/9/99
LUV-A-PET (PETsMART, Inc.)	ECTM	Registration No. 182,121	Registered 2/2/99
LUV-A-PET (PETsMART, Inc.)	United Kingdom	Registration No. 2115271	Registered 11/11/96
MISCHIEF (PETsMART, Inc.)	United Kingdom	Registration No. 2174060	Registered 1/4/99
MISTER MOGGIE (PETsMART, Inc.)	United Kingdom	Registration No. 2183089	Registered 11/26/98
NATURE'S OWN (PETsMART, Inc.)	United Kingdom	Registration No. 2143003	Registered 5/29/98
NEWBURY (State Line Tack, Inc.)	United States	Registration No. 1,985,154	Registered 7/9/96
	New Hampshire State	Registration No. 7735	Registered 1/11/88
NEWBURY (State Line Tack, Inc.)	Canada	Registration No. TMA493518	Registered 4/22/98
NOTTINGHAM (State Line Tack, Inc.)	United States	Registration No. 2,193,082	Registered 10/6/98
	United States	Registration No. 2,168,771	Registered 6/30/98
	United States	Registration No. 1,563,361	Registered 10/31/89
	New Hampshire State	Registration No. 7743	Registered 1/11/88
NUTRA-TECH (Licensed from Ralston Purina)	Canada	Registration No. 341297	Registered 6/3/88
NUTRATECH And Design (Licensed from Ralston Purina) NutraTech	Canada	Registration No. 489152	Registered 2/3/98
NUTRIPHASE (PETsMART, Inc.)	United States	Registration No. 2,123,928	Registered 12/23/97
NUTRIPHASE (PETsMART, Inc.)	Canada	Registration No. TMA509,999	Registered 3/25/99
NUTRIPHASE (PETsMART, Inc.)	ECTM	Registration No. 597096	Registered 3/1/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
NUTRIPHASE (PETsMART, Inc.)	Japan	Registration No. 4253221	Registered 3/19/99
NUTRIPHASE (PETsMART, Inc.)	United Kingdom	Registration No. 2131565	Registered 12/19/97
PAW PRINT Design (PETsMART.com, Inc.)	United States	Registration No. 2,430,906	Registered 2/27/01
PEDIGREES THE PET CATALOG (Sporting Dog Specialties, Inc.)	United States	Registration No. 1,587,226	Registered 3/13/90
PET CITY (Pet City Limited)	United Kingdom	Registration No. 1534436	Registered 4/29/93
	United Kingdom	Registration No. 1534435	Registered 4/29/93
PETCO (Pet City Limited)	United Kingdom	Registration No. 2021963	Registered 4/4/95
PETSHOTEL PLUS (PETsMART, Inc.)	United States	Registration No. 2,175,621	Registered 7/21/98
PETSMART (PETsMART, Inc.)	United States	Registration No. 1,914,862	Registered 8/29/95
	United States	Registration No. 1,559,337	Registered 10/3/89
PETSMART And Bouncing Ball Design (Black & White) (PETsMART, Inc.) PETsMART	United States	Registration No. 1,751,656	Registered 2/9/93
PETSMART And Bouncing Ball Design (Color) (PETsMART, Inc.) PETsMART	United States	Registration No. 2,003,185	Registered 9/24/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Austria	Registration No. 171.581	Registered 9/16/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Benelux	Registration No. 533126	Registered 5/24/93
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Brazil	Registration No. 819175099	Registered 12/29/98
	Brazil	Registration No. 819175102	Registered 12/29/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Canada	Registration No. 474,251	Registered 4/7/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Chile	Registration No. 477102	Registered 1/17/97

TRADEMARK
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TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
	Chile	Registration No. 477100	Registered 1/17/97
	Chile	Registration No. 477101	Registered 1/17/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Costa Rica	Registration No. 97993	Registered 11/22/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Czech Republic	Registration No. 212571	Registered 9/28/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Denmark	Registration No. 2000 03052	Registered 6/30/00
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Dominican Republic	Registration No. 84,421	Registered 6/15/96
	Dominican Republic	Registration No. 84,511	Registered 6/15/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	ECTM	Registration No. 182,105	Registered 4/7/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Finland	Registration No. 209002	Registered 1/30/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	France	Registration No. 93/497203	Registered 12/17/93
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Germany	Registration No. 2101210	Registered 9/24/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Greece	Registration No. 128734	Registered 3/17/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Guatemala	Registration No. 88005	Registered 11/14/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Hong Kong	Registration No. B04344	Registered 4/12/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Iceland	Registration No. 906/1997	Registered 7/24/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Ireland	Registration No. 200610	Registered 7/1/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Israel	Registration No. 110407	Registered 3/8/99
	Israel	Registration No. 110408	Registered 3/8/99
	Israel	Registration No. 110409	Registered 6/7/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Italy	Registration No. 660.723	Registered 10/17/95
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Japan	Registration No. 4093798	Registered 12/19/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Mexico	Registration No. 453616	Registered 3/4/94
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	New Zealand	Registration No. B227109	Registered 5/21/93
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Nicaragua	Registration No. 32,386 C.C.	Registered 11/5/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Panama	Registration No. 081120	Registered 10/3/97
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Peru	Registration No. 7999	Registered 8/16/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETSMART	Poland	Registration No. Z-169944	Registered 2/4/00

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Portugal	Registration No. 314.349	Registered 9/9/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Russia	Registration No. 164447	Registered 5/15/98
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Saudi Arabia	Registration No. 458/87	Registered 1/24/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Spain	Registration No. 1,795,187/9	Registered 7/11/95
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Sweden	Registration No. 300,519	Registered 4/13/95
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Switzerland	Registration No. 412,204	Registered 5/21/93
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Taiwan	Registration No. 86168	Registered 11/1/96
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	United Arab Emirates	Registration No. 20587	Registered 4/25/99
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	United Kingdom	Registration No. 2115265	Registered 11/11/96
	United Kingdom	Registration No. B1571365	Registered 9/29/95
PETSMART And Bouncing Ball Design (PETsMART, Inc.) PETsMART	Venezuela	Application No. 4691-96	Registered 8/6/97 *[Issuance of actual registration certificate currently takes approximately five years]*
	Venezuela	Application No. 12570-96	Registered 3/13/98 *[Issuance of actual registration certificate currently takes approximately five years]*
PETSMART CHARITIES And Design (PETsMART, Inc.) PETsMART CHARITIES	United States	Registration No. 1,931,098	Registered 10/31/95
PETSMART.COM (PETsMART, Inc.)	United Kingdom	Registration No. 2215445	Registered 11/25/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
PETSMART DIRECT (PETsMART, Inc.)	United States	Registration No. 2,044,924	Registered 3/11/97
PETSMART DIRECT Logo (PETsMART, Inc.) PETSMART DIRECT	United States	Registration No. 2,033,018	Registered 1/21/97
PETSMART WHERE PETS ARE FAMILY And Bouncing Ball Design (PETsMART, Inc.) PETSMART WHERE PETS ARE FAMILY	United Kingdom	Registration No. 2157316	Registered 4/9/99
PET STUFF (Petstuff, Inc.)	Florida State	Registration No. T93,256	Registered 2/24/93
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	Australia	Registration No. 704148	Registered 3/8/96
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	ECTM	Registration No. 182,212	Registered 2/3/99
PETSTUFF And Design (PETsMART, Inc.) PETSTUFF	Mexico	Registration No. 574218	Registered 3/31/98
PETSTUFF TRAINING UNIVERSITY (Petstuff, Inc.)	United States	Registration No. 1,927,073	Registered 10/17/95
PETSTUFF YOUR PETS' SUPERSTORE And Design (Petstuff, Inc.) Petstuff Your Pet's Superstore!	United States	Registration No. 1,897,071	Registered 5/30/95
PETSTUFF YOUR PETS' SUPERSTORE And Design (Petstuff, Inc.) Petstuff	Canada	Registration No. 499,512	Registered 8/27/98
PETWISE And Design (Petwise/Sporting Dog Specialties, Inc.) PetWise	United States	Registration No. 1,701,031	Registered 7/14/92
PETZAZZ (PETsMART, Inc.)	United States	Registration No. 2,162,854	Registered 6/2/98
	United States	Registration No. 2,400,454	Registered 10/31/00
	United States	Registration No. 2,373,328	Registered 8/1/00

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
PETZAZZ (Petzazz)	Illinois State	Registration No. 73,355	Registered 10/18/93
PETZAZZ (PETsMART, Inc.)	Canada	Registration No. TMA563831	Registered 11/7/00
PETZAZZ (PETsMART, Inc.)	United Kingdom	Registration No. 2134603	Registered 6/2/97
PICK-A-PET COMPUTER (Petwise/Sporting Dog Specialties, Inc.)	United States	Registration No. 1,690,473	Registered 6/2/92
PROQUATICS (PETsMART, Inc.)	United States	Registration No. 2,242,917	Registered 5/4/99
PROQUATICS (PETsMART, Inc.)	Canada	Registration No. TMA526,148	Registered 3/30/00
PROQUATICS (PETsMART, Inc.)	ECTM	Registration No. 182089	Registered 10/23/98
PROQUATICS (PETsMART, Inc.)	United Kingdom	Registration No. 2115245	Registered 11/11/96
R.C. STEELE (Sporting Dog Specialties, Inc.)	United States	Registration No. 1,543,985	Registered 6/13/89
ROCKINGHAM (State Line Tack, Inc.)	New Hampshire State	Registration No. 7736	Registered 1/11/88
RUFF N' ROLLY (PETsMART, Inc.)	United States	Registration No. 1,922,239	Registered 9/26/95
SANTA CLAWS (PETsMART, Inc.)	United States	Registration No. 1,614,449	Registered 9/18/90
SANTA CLAWS (PETsMART, Inc.)	Canada	Registration No. 482,522	Registered 9/12/97
SANTA PAWS (PETsMART, Inc.)	United Kingdom	Registration No. 2,150,389	Registered 3/26/99
SAVOY (State Line Tack, Inc.)	New Hampshire State	Registration No. 7742	Registered 1/11/88
SOPHISTA-CAT (PETsMART, Inc.)	United States	Registration No. 758,248	Registered 10/15/63
SOPHISTA CAT (PETsMART, Inc.)	United States	Registration No. 1,859,903	Registered 10/25/94
SOPHISTA-CAT (PETsMART, Inc.)	Canada	Registration No. TMA 514,784	Registered 8/18/99
	Canada	Registration No. TMA 338,529	Registered 3/25/88
SOPHISTICAT (PETsMART, Inc.)	Canada	Registration No. TMA 293,794	Registered 8/3/84
SOPHISTACAT (PETsMART, Inc.)	ECTM	Registration No. 182063	Registered 2/2/99

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
SOPHISTACAT (PETsMART, Inc.)	Japan	Registration No. 4280427	Registered 6/4/99
SPORTING DOG SPECIALTIES (Sporting Dog Specialties, Inc.)	United States	Registration No. 1,570,351	Registered 12/5/89
STATE LINE TACK And Design (State Line Tack, Inc.) STATE LINE TACK	United States	Registration No. 1,318,701	Registered 2/5/85
STATE LINE TACK And Design (State Line Tack, Inc.) STATE LINE TACK	Canada	Registration No. TMA 483,624	Registered 10/6/97
STATE LINE TACK THE DISCOUNT TACK STORE (State Line Tack, Inc.)	United States	Registration No. ~~2,068,546~~ 2,068,564	Registered 6/10/97
STATE LINE TACK WESTERN And Design (State Line Tack, Inc.) WESTERN	United States	Registration No. 2,001,466	Registered 9/17/96
STEP BY STEP (PETsMART, Inc.)	United States	Registration No. 2,316,975	Registered 2/8/00
STEP BY STEP (PETsMART, Inc.)	United Kingdom	Registration No. 2131569	Registered 6/5/98
SUPER PIF (PETsMART, Inc.)	Canada	Registration No. 520,930	Registered 12/23/99
THE PET FOOD GIANT And Design (The Pet Food Giant) THE PET-FOOD GIANT	New Jersey State	No number	Registered 12/31/90
THE PET FOOD GIANT And Design (The Pet Food Giant) THE PET-FOOD GIANT	New York State	Registration No. S 12398	Registered 12/28/90
THE PET FOOD GIANT And Design (The Pet Food Giant) THE PET-FOOD GIANT	Pennsylvania State	Registration No. 1631501	Registered 12/24/90
THUMBS UP (PETsMART, Inc.)	United States	Registration No. 1,984,692	Registered 7/2/96
TOP FIN (PETsMART, Inc.)	United States	Registration No. 1,926,192	Registered 10/10/95

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
TOP FIN (PETsMART, Inc.)	Canada	Registration No. 482.535	Registered 9/15/97
TOP FIN (PETsMART, Inc.)	ECTM	Registration No. 182048	Registered 10/23/98
TOP FIN (PETsMART, Inc.)	United Kingdom	Registration No. 2115240	Registered 11/11/96
TOP PAW (PETsMART, Inc.)	United States	Registration No. 1,834,630	Registered 5/3/94
TOP PAW (PETsMART, Inc.)	Canada	Registration No. 482,534	Registered 9/15/97
TOP PAW (PETsMART, Inc.)	ECTM	Registration No. 182,006	Registered 2/15/00
TOP PAW (PETsMART, Inc.)	United Kingdom	Registration No. 2115236	Registered 3/20/98
TOP WING (PETsMART, Inc.)	United States	Registration No. 2,015,642	Registered 11/12/96
TOP WING (PETsMART, Inc.)	Canada	Registration No. 504,609	Registered 11/25/98
TOP WING (PETsMART, Inc.)	United Kingdom	Registration No. 2131533	Registered 5/2/97
TOY SHOPPE And Cat Design (PETsMART, Inc.)	Australia	Registration No. 819258	Registered 6/16/00
TOY SHOPPE And Dog Design (PETsMART, Inc.)	Australia	Registration No. 819259	Registered 6/16/00
TUGS OF FUN (PETsMART, Inc.)	United States	Registration No. 1,928,295	Registered 10/17/95
TUGS OF FUN (PETsMART, Inc.)	United Kingdom	Registration No. 2134877	Registered 6/4/97
UNLOCK THE FUN (PETsMART, Inc.)	Australia	Registration No. 813638	Registered 4/28/00
sUNLOCK THE FUN (PETsMART, Inc.)	United Kingdom	Registration No. 2215444	Registered 11/25/99
VAHLE'S PET STUFF And Design (Petstuff, Inc.)	United States	Registration No. 1,196,969	Registered 6/1/82
	United States	Registration No. 1,370,659	Registered 11/12/85
VETMART And Design (PETsMART, Inc.) VETMART	United States	Registration No. 1,578,361	Registered 1/16/90
VETSMART (PETsMART, Inc.)	California State	Registration No. 044757	Registered 6/23/95
VETSMART (PETsMART, Inc.)	Florida State	Registration No. T96000000637	Registered 5/31/96
VETSMART (PETsMART, Inc.)	Illinois State	Registration No. 075750	Registered 12/23/94

TRADEMARK/ OWNER	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
VETSMART (PETsMART, Inc.)	Maryland State	Registration No. 1996/00013	Registered 9/5/96
VETSMART (PETsMART, Inc.)	Minnesota State	Registration No. 25309	Registered 9/3/96
VETSMART (PETsMART, Inc.)	Nebraska State	Registration No. 96-12,819	Registered 6/7/96
VETSMART (PETsMART, Inc.)	Oregon State	Registration No. S-28896	Registered 12/22/94
VETSMART (PETsMART, Inc.)	Virginia State	Registration No. 2722	Registered 6/4/96
VETSMART (PETsMART, Inc.)	Washington State	Registration No. 023773	Registered 1/9/95
VETSMART (PETsMART, Inc.)	ECTM	Registration No. 181974	Registered 12/13/99
VETSMART (PETsMART, Inc.)	Japan	Registration No. 4347760	Registered 12/24/99
VETSMART (PETsMART, Inc.)	United Kingdom	Registration No. 2115229	Registered 11/11/96
WHERE PETS ARE FAMILY (PETsMART, Inc.)	United States	Registration No. 1,962,411	Registered 3/12/96
WHERE PETS ARE FAMILY (PETsMART, Inc.)	Canada	Registration No. 504,552	Registered 11/24/98
WHERE PETS ARE FAMILY (PETsMART, Inc.)	United Kingdom	Registration No. 2116060A	Registered 4/3/98
WHERE PETS FIND FAMILIES (PETsMART, Inc.)	United States	Registration No. 2,316,558	Registered 2/8/00
	United Sates	Registration No. 2,316,548	Registered 2/8/00
WHISKER CITY (PETsMART, Inc.)	United States	Registration No. 1,974,181	Registered 5/14/96
WHISKER CITY (PETsMART, Inc.)	Canada	Registration No. 510,579	Registered 4/9/99
WIESE (Weise Vet Supply/Sporting Dog Specialties, Inc.)	United States	Registration No. 1,825,647	Registered 3/8/94