

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6583772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ABL PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PETCO ANIMAL SUPPLIES, INC.	03/04/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CITIBANK, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	CITIBANK DELAWARE	
<b>Internal Address:</b>	ONE PENN'S WAY, OPS II	
<b>City:</b>	NEW CASTLE	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19720	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13495488
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)751-4864	
<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>	2129061209	
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM	
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA	
<b>Address Line 1:</b>	885 THIRD AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0297	
<b>NAME OF SUBMITTER:</b>	JESSICA BAJADA-SILVA	
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva	
<b>DATE SIGNED:</b>	03/04/2021	
<b>Total Attachments: 5</b>		
source=Petco - ABL Patent Security Agreement [Executed]#page1.tif		
source=Petco - ABL Patent Security Agreement [Executed]#page2.tif		
source=Petco - ABL Patent Security Agreement [Executed]#page3.tif		
source=Petco - ABL Patent Security Agreement [Executed]#page4.tif		
source=Petco - ABL Patent Security Agreement [Executed]#page5.tif		

ABL PATENT SECURITY AGREEMENT

This ABL PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of March 4, 2021, is made by each of PETCO ANIMAL SUPPLIES, INC., a Delaware corporation, PETCO ANIMAL SUPPLIES STORES, 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 Patent 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 Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); provided that “**Patent Collateral**” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Patent 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 Patent 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 Patent Security Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Patent Security Agreement and/or any

document to be signed in connection with this Patent 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 Patent 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 Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS PATENT 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 PATENTS).

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 PATENT 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 PATENT 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 Patent Security Agreement as of the date first above written.

**PETCO WELLNESS, LLC,**

By:   
Name: Michael Nuzzo  
Title: Chief Financial Officer

**PETCO ANIMAL SUPPLIES STORES, INC.,**

By:   
Name: Michael Nuzzo  
Title: Chief Financial Officer

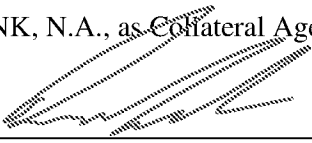
**PETCO ANIMAL SUPPLIES, INC.,**

By:   
Name: Michael Nuzzo  
Title: Chief Financial Officer

Accepted and Agreed:

CITIBANK, N.A., as Collateral Agent

By:

  
Name: David Smith

Title: Vice President & Director

SCHEDULE A

Country	Title	Filing/Registration Date	Patent Application/ Patent Number	Owner	Status
U.S.	Pet Collar Breakaway Buckle Device	Filing Date 6/13/2012 Reg. Date 5/20/2014	Appl. No. 13/495,488 Patent No. 8,726,850	PETCO Animal Supplies, Inc.	Issued
U.S.	Digestible Noise Emitting Toy	Filing Date 11/26/2014 Reg. Date 8/22/2017	Appl. No. 14/554,781 Patent No. 9,737,052	Petco Animal Supplies Stores, Inc.	Issued
U.S.	ANIMAL CHEW	Filing Date 11/6/2014 Reg. Date 7/26/2016	Appl. No. 29/508470 Patent No. D762,042	Petco Wellness, LLC	Issued
U.S.	Animal Chew	Filing Date 10/2/2013 Reg. Date 11/11/2014	Appl. No. 29/468,671 Patent No. D717,016	PETCO Wellness, LLC	Issued Expires 11/11/2028