

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chewy, Inc.		05/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	701 East 60th St. North		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5042991	FARM-TO-CART	
Registration Number:	5042993	FRISCO.	
Registration Number:	5042997	AMERICAN JOURNEY QUALITY PET GOODS MADE	
Registration Number:	4346308	CHEWY.COM	
Registration Number:	4085229	MR. CHEWY	
Registration Number:	4098771	DELIVERING PET HAPPINESS	
Registration Number:	4099126	DRIVEN BY PET HAPPINESS	
Registration Number:	4446903	CHEWY.COM WHERE PET LOVERS SHOP	
Registration Number:	5028009	CHEWY	
Serial Number:	87091568	FRISCO.	
Serial Number:	87091576	AMERICAN JOURNEY	
Serial Number:	87410295	AMERICAN JOURNEY	
Serial Number:	87176609	TYLEE'S TABLE	
Serial Number:	87210084	TYLEE'S	
Serial Number:	87226850	FRISCO	
Serial Number:	87335503	MIKO	
Serial Number:	86576100	FARM-TO-CART	
Serial Number:	86576114	AMERICAN JOURNEY QUALITY PET GOODS MADE	
Serial Number:	87410303	MADE FOR ALL ADVENTURES AMERICAN JOURNEY	

CH \$540.00 5042991

Property Type	Number	Word Mark
Serial Number:	87410315	MADE FOR ALL ADVENTURES AMERICAN JOURNEY
Serial Number:	86593648	FRISCO.

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	94662.00004 (ABL)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/02/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT—ABL

This TRADEMARK SECURITY AGREEMENT dated as of May 31, 2017 (this “Agreement”), is made by and among Chewy, Inc. (the “Grantor”) and Citibank, N.A., a national association located at 701 East 60th St. North, Sioux Falls, SD 57104, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the ABL Credit Agreement dated as of March 11, 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Argos Holdings Inc., a Delaware corporation (“Holdings”), PetSmart, Inc., a Delaware corporation (the “U.S. Borrower”), PETM Canada Corporation, a Nova Scotia unlimited liability company (the “Canadian Borrower”), and together with the U.S. Borrower, the “Borrowers”), the Lenders party thereto and Citibank, N.A., as Administrative Agent, and the various other parties thereto and (b) the Collateral Agreement dated as of March 11, 2015 (the “Collateral Agreement”), among Holdings, the U.S. Borrower, the various other Grantors party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers 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 affirm 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.

CHEWY, INC., as Grantor


By: _____


Name: Jim Grube
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006075 FRAME: 0796



CITIBANK, N.A., as Administrative Agent,


By: 
.....

Name: Christopher Marino
Title: Vice President and Director

Schedule I

Trademark Collateral

Trademark	Owner	Reg. No./ App. No.
FARM-TO-CART FARM-TO-CART	Chewy, Inc.	5042991
FRISCO. frisco.	Chewy, Inc.	5042993
AMERICAN JOURNEY QUALITY PET GOODS MADE IN THE USA 	Chewy, Inc.	5042997
CHEWY.COM	Chewy, Inc.	4346308
MR. CHEWY	Chewy, Inc.	4085229
DELIVERING PET HAPPINESS	Chewy, Inc.	4098771
DRIVEN BY PET HAPPINESS	Chewy, Inc.	4099126
CHEWY.COM WHERE PET LOVERS SHOP 	Chewy, Inc.	4446903
CHEWY	Chewy, Inc.	5028009
FRISCO. frisco.	Chewy, Inc.	87/091568
AMERICAN JOURNEY	Chewy, Inc.	87/091576
AMERICAN JOURNEY	Chewy, Inc.	87/410295
TYLEE'S TABLE	Chewy, Inc.	87/176609

TYLEE'S	Chewy, Inc.	87/210084
FRISCO	Chewy, Inc.	87/226850
MIKO	Chewy, Inc.	87/335503
FARM-TO-CART FARM-TO-CART	Chewy, Inc.	86/576100
AMERICAN JOURNEY QUALITY PET GOODS MADE IN THE USA 	Chewy, Inc.	86/576114
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	Chewy, Inc.	87/410303
MADE FOR ALL ADVENTURES AMERICAN JOURNEY	Chewy, Inc.	87/410315
FRISCO. frisco.	Chewy, Inc.	86/593648