

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PET360, INC.		06/30/2017	Corporation: DELAWARE
PETSMART HOME OFFICE, INC.		06/30/2017	Corporation: DELAWARE
ALLPAWS, INC.		06/30/2017	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: 42

Property Type	Number	Word Mark
Registration Number:	5108642	BLOGPAWS
Registration Number:	3139752	KIBIBBLES!
Registration Number:	4187470	PEOPLE SAVING PETS
Registration Number:	4187473	P PEOPLE SAVING PETS
Registration Number:	4960898	BECAUSE WE LOVE THEM
Registration Number:	4791910	PURRRELY DIVINE
Registration Number:	4807410	FOR THE LOVE OF PETS
Registration Number:	4925462	PETSMART CHARITIES
Registration Number:	5069816	LIVE WISE
Registration Number:	5128752	SIMPLY NOURISH
Registration Number:	5129106	
Registration Number:	5129107	
Serial Number:	87140174	PETSMART EXPRESS
Serial Number:	87140184	PETSMART PET SPA
Serial Number:	87148455	PET CARPET
Serial Number:	87187249	BETTAFLO
Serial Number:	87340996	FOR THE LOVE OF PETS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87341000	FOR THE LOVE OF EVERY PET
Serial Number:	87341003	TOP PAW
Serial Number:	87341007	FOR THE LOVE OF ALL PETS
Serial Number:	87341009	WHEN YOUR PET EATS, A PET IN NEED EATS
Serial Number:	87341012	BUY A BAG, WE GIVE A MEAL
Serial Number:	87341014	BUY A BAG, GIVE A MEAL
Serial Number:	87341018	TOP PAW
Serial Number:	87341020	TOP PAW
Serial Number:	87341022	TOP PAW
Serial Number:	87341026	TOP PAW
Serial Number:	87341030	TOP PAW
Serial Number:	87341033	TOP PAW
Serial Number:	87341035	TOP PAW
Serial Number:	87341037	TOP PAW
Serial Number:	87341038	TOP PAW
Serial Number:	87341039	TOP PAW
Serial Number:	87341041	TOP PAW
Serial Number:	87341043	TOP PAW
Serial Number:	87344229	BECAUSE WE LOVE THEM
Serial Number:	87355199	FOR THE LOVE OF YOUR PET
Serial Number:	87355201	BUY A BAG GIVE A MEAL
Serial Number:	87425324	FIVE FREEDOMS
Serial Number:	87425326	FIVE FREEDOMS FOR ANIMALS
Serial Number:	87271181	ALLPAWS
Serial Number:	86913794	PETSMART PET INSURANCE

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 Term

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 06/30/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT—TERM LOAN

This TRADEMARK SECURITY AGREEMENT dated as of June 30, 2017 (this “Agreement”), is made by and among Pet360, Inc., PetSmart Home Office, Inc., and AllPaws, Inc. (collectively, the “Grantors”) and Citibank, N.A., a national association located at 701 East 60th St. North, Sioux Falls, SD 57104, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the 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 “Borrower”), 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 Borrower, the various other Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are 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 Grantors hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantors, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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.

PET360, INC., as Grantor

By: Mary Margaret Murray
Name: Mary Margaret Murray
Title: Vice President and Assistant Secretary

PETSMART HOME OFFICE, INC., as Grantor

By: Mary Margaret Murray
Name: Mary Margaret Murray
Title: Vice President and Assistant Secretary

ALLPAWS, INC., as Grantor

By: Mary Margaret Murray
Name: Mary Margaret Murray
Title: Vice President and Assistant Secretary



CITIBANK, N.A., as Collateral Agent,

By:  _____

Name: David Tudor
Title: Vice President





Schedule I

Trademark Collateral

Trademark	Owner	Reg. No./ App. No.
BLOGPAWS	Pet360, Inc.	5108642
KIBIBBLES!	PetSmart Home Office, Inc.	3139752
PEOPLE SAVING PETS	PetSmart Home Office, Inc.	4187470
P PEOPLE SAVING PETS 	PetSmart Home Office, Inc.	4187473
BECAUSE WE LOVE THEM	PetSmart Home Office, Inc.	4960898
PURRRELY DIVINE	PetSmart Home Office, Inc.	4791910
FOR THE LOVE OF PETS	PetSmart Home Office, Inc.	4807410
PETSMART CHARITIES	PetSmart Home Office, Inc.	4925462
LIVE WISE	PetSmart Home Office, Inc.	5069816
PETSMART PET INSURANCE	PetSmart Home Office, Inc.	86/913794
SIMPLY NOURISH	PetSmart Home Office, Inc.	5128752
	PetSmart Home Office, Inc.	5129106

	PetSmart Home Office, Inc.	5129107
PETSMART EXPRESS	PetSmart Home Office, Inc.	87/140174
PETSMART PET SPA	PetSmart Home Office, Inc.	87/140184
PET CARPET	PetSmart Home Office, Inc.	87/148455
BETTAFLOW	PetSmart Home Office, Inc.	87/187249
FOR THE LOVE OF PETS	PetSmart Home Office, Inc.	87/340996
FOR THE LOVE OF EVERY PET	PetSmart Home Office, Inc.	87/341000
TOP PAW	PetSmart Home Office, Inc.	87/341003
FOR THE LOVE OF ALL PETS	PetSmart Home Office, Inc.	87/341007
WHEN YOUR PET EATS, A PET IN NEED EATS	PetSmart Home Office, Inc.	87/341009
BUY A BAG, WE GIVE A MEAL	PetSmart Home Office, Inc.	87/341012
BUY A BAG, GIVE A MEAL	PetSmart Home Office, Inc.	87/341014
TOP PAW 	PetSmart Home Office, Inc.	87/341018
TOP PAW 	PetSmart Home Office, Inc.	87/341020

TOP PAW 	PetSmart Home Office, Inc.	87/341022
TOP PAW 	PetSmart Home Office, Inc.	87/341026
TOP PAW 	PetSmart Home Office, Inc.	87/341030
TOP PAW 	PetSmart Home Office, Inc.	87/341033
TOP PAW 	PetSmart Home Office, Inc.	87/341035
TOP PAW 	PetSmart Home Office, Inc.	87/341037
TOP PAW 	PetSmart Home Office, Inc.	87/341038
TOP PAW	PetSmart Home Office, Inc.	87/341039

		
TOP PAW 	PetSmart Home Office, Inc.	87/341041
TOP PAW 	PetSmart Home Office, Inc.	87/341043
BECAUSE WE LOVE THEM	PetSmart Home Office, Inc.	87/344229
FOR THE LOVE OF YOUR PET	PetSmart Home Office, Inc.	87/355199
BUY A BAG GIVE A MEAL 	PetSmart Home Office, Inc.	87/355201
FIVE FREEDOMS	PetSmart Home Office, Inc.	87/425324
FIVE FREEDOMS FOR ANIMALS	PetSmart Home Office, Inc.	87/425326
ALLPAWS	AllPaws, Inc.	87/271181