

MD  
5.6.99

05-18-1999



To the Honorable Commissioner of Patents and Trademarks

101038599

and all documents or copy thereof.

1. Name of conveying party(ies):

Dr. Bruce J. Pedersen

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State: \_\_\_\_\_
- Other Pennsylvania resident d/b/a Mountain Shadow Veterinary Hospital

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 30, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/413,813

2. Name and address of receiving party(ies):

Name: Petopia.com, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 357 Tehama St.  
 City: San Francisco State: California ZIP: 94103  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_  
 Internal Address: Perkins Coie LLP  
 \_\_\_\_\_  
 Street Address: 1201 Third Avenue, 40th Floor  
 \_\_\_\_\_  
 City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/17/1999 JSHABAZZ 00000012 75413813

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

9. 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.

Erika J. Starrs

*E. Starrs*

Signature

*May 6, 1999*

May 6, 1999

Total number of pages comprising cover sheet, attachments and document: **11**

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**EXHIBIT 1**

**PENDING "INTENT-TO-USE" APPLICATION**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
PETOPIA	75-413813	January 5, 1998

## ASSIGNMENT AGREEMENT

This Agreement is made and entered into as of April 30, 1999, (hereinafter the "Effective Date") by and between Petopia.com, Inc., a Delaware corporation with its principal place of business at 357 Tehama St., San Francisco California 94103 (hereinafter referred to as "Petopia") and Dr. Bruce Pedersen, an individual Pennsylvania resident d/b/a Mountain Shadow Veterinary Hospital (hereinafter referred to as "Dr. Pedersen").

### Recitals

WHEREAS, Dr. Pedersen is the owner of the pending intent-to-use trademark/service mark application set forth in Exhibit 1 and incorporated herein by reference; is the owner of the domain name PETOPIA.COM, and has common law rights in the mark that is the subject of this assignment;

WHEREAS, Petopia is desirous of acquiring said common law rights, application, domain name and the goodwill associated therewith;

### Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. Dr. Pedersen shall immediately and forever cease any and all use of the PETOPIA mark, or any confusingly similar mark, trade name, domain name, or confusingly similar variant thereof. However, the parties agree that Dr. Pedersen may continue to use the mark VETOPIA solely in connection with veterinary ~~management~~ services and related services. *P.A.*

[30438-0001/AL991190,373]

5/4/99

05/04/99 TUE 13:08 [TX/RX NO 7009]

TRADEMARK  
REEL: 001897 FRAME: 0223

2. Dr. Pedersen hereby assigns unto Petopia all right, title and interest in and to the mark set forth in Exhibit 1, together with that portion of his business relating to the mark and the goodwill appurtenant thereto.

3. Dr. Pedersen hereby assigns to Petopia all right, title and interest in and to the PETOPIA.COM domain name, and no later than thirty (30) days from the Effective Date of this Agreement, Dr. Pedersen agrees to execute Network Solutions' Registrant Name Change Agreement to be filed with Network Solutions.

4. Dr. Pedersen shall not file or hold any trademark, trade name, servicemark or domain name application or registration for the PETOPIA mark or any confusingly similar mark.

5. Dr. Pedersen represents that he has no current or prior trademark, trade name or domain name registrations or applications for the PETOPIA mark, or any confusingly similar mark, except the domain name PETOPIA.COM and the intent-to-use application set forth in Exhibit 1.

6. Dr. Pedersen represents and warrants that he has not assigned any rights in the PETOPIA mark or the PETOPIA.COM domain name to any other entity or otherwise encumbered his rights in the PETOPIA mark or the PETOPIA.COM domain name in any manner whatsoever.

7. Dr. Pedersen shall indemnify, and save Petopia and its officers, directors, insurers, agents, employees, subsidiaries, affiliates, administrators, predecessors, successors, representatives and assigns harmless from all claims, suits, demands, or causes of action brought in any jurisdiction resulting from, relating to, or arising in any way out of Dr. Pedersen's use of, or representations concerning his use of, the PETOPIA.COM domain name. Such indemnification shall include, but not be limited

to, Petopia's costs, expenses and attorneys' and accountant's fees incurred in defending the same.

8. In the event either party breaches any term of this Agreement, the non-breaching party may take all necessary steps to enforce its rights under this Agreement and the breaching party shall indemnify the non-breaching party for all of their costs, expenses and attorney's and accountant's fees resulting from, relating to, or arising in any way out of the breach.

9. In consideration of the terms and conditions set forth in this Agreement, Petopia shall pay Dr. Pedersen the sum of twenty-five thousand United States dollars (\$25,000) to be paid by cashier's check within ten (10) business days after Petopia receives confirmation from Network Solutions that the PETOPIA.COM domain name has been assigned to Petopia.

10. Dr. Pedersen agrees to execute any additional documents reasonably required to effectuate this Agreement, including but not limited to documents required to assign to Petopia the PETOPIA.COM domain name.

11. This Agreement cannot be terminated or amended, except by the written agreement of the parties hereto.

12. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.

13. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

14. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. All terms of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

Patopia.com, Inc.

Dr. Bruce Pedersen

By: [Signature]  
Title: President  
Date: May 4, 1999

Date: \_\_\_\_\_

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7. Dr. Pedersen shall indemnify, and save Petopia and its officers, directors, insurers, agents, employees, subsidiaries, affiliates, administrators, predecessors, successors, representatives and assigns harmless from all claims, suits, demands, or causes of action brought in any jurisdiction resulting from, relating to, or arising in any way out of Dr. Pedersen's use of, or representations concerning his use of, the PETOPIA.COM domain name. Such indemnification shall include, but not be limited



to, Petopia's costs, expenses and attorneys' and accountant's fees incurred in defending the same.

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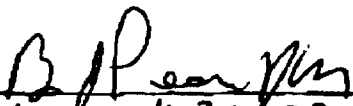
15. All terms of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

Petopia.com, Inc.

Dr. Bruce Pedersen

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Date: 4-30-99