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ed original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Aspen Pet Products, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Delaware
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: Petco Animal Supplies, Inc.

Internal Address:

Street Address: 9125 Rehco Road

City: San Diego State: California ZIP: 92121

- Individual
- 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) and address(es) attached?

Yes No



10-30-2000

U.S. Patent & TMO/ TM Mail Rcpt Dt. #57

3. Nature of conveyance:

Assignment - Asset Purchase Agreement and Bill of Sale

- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution

dates in numerical order corresponding to numbers indicated in 1 above) July 19, 2000

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

a. Trademark Application No(s):
75/757,934

b. Trademark Registration No(s):
2,312,524

Additional numbers attached? Yes No

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

Name: Deborah S. Shepherd
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: PETCO.232T/231T

7. Total fee (37 CFR 3.41): \$580.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Deborah S. Shepherd

Name of Person Signing

Signature

Date

Deborah S. Shepherd

October 23, 2000

Total number of pages including cover sheet, attachments and document 47

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

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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PURCHASE OF VITARX

ASSET PURCHASE AGREEMENT

Between

PETCO ANIMAL SUPPLIES, INC.

And

ASPEN PET PRODUCTS, INC.

July 19, 2000

PETCO ANIMALS SUPPLIES, INC.
and
ASPEN PET PRODUCTS, INC.

PURCHASE OF VITARX

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ASSET PURCHASE AGREEMENT

Between

ASPEN PET PRODUCTS, INC.

And

PETCO ANIMAL SUPPLIES, INC.

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT made as of this 19th day of July, 2000 by and between: Aspen Pet Products, a Delaware corporation with a principal place of business at 11701 East 53rd Avenue, Denver, Colorado 80239 (the "Company"), and Petco Animal Supplies, Inc., a Delaware corporation with principal place of business at 9125 Rehco Road, San Diego, California 92121 (the "Buyer").

WITNESSETH:

WHEREAS, the Company desires to sell and the Buyer desires to purchase on the date hereof the pet food business of the Company (the "Vitarx Business") consisting of the Purchased Assets and the Assumed Liabilities for the consideration described below;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF PURCHASED ASSETS

Section 1.01. Purchase and Sale.

Subject to the terms and conditions of this Agreement, as of the Closing Date, the Company hereby agrees to sell, assign, transfer and deliver to the Buyer and the Buyer hereby agrees to purchase, or assume, as the case may be, all of the right, title and interest of the Company in and to the Purchased Assets and Assumed Liabilities (as defined below) other than the Excluded Assets (as defined below).

Section 1.02. Purchased Assets.

"Purchased Assets" shall mean all of the Company's rights, title and interest in, under and to the Vitarx Business Agreements, the Tangible Assets, the Intellectual Property, Licenses and Permits, and Other Assets (each as defined below), together with the goodwill and business opportunities of the Company as it relates to the Vitarx Business; provided, however, that Purchased Assets shall not include Excluded Assets (as defined below).

(a) Vitarx Business Agreements. All contracts to which the Company is a party or by which its assets are bound, whether written or oral, and which relate solely to the Vitarx Business including those set forth on Schedule 3.01(c)(i) hereto (collectively the "Vitarx Business Agreements").

(b) Tangible Assets. All of the tangible assets and inventories of the Company used solely in the Vitarx Business, including those set forth on Schedule 3.01(c)(ii) hereto (collectively, the "Tangible Assets").

(c) Intellectual Property. All patents, trademarks, trade names, service marks, service names, logos, designs, formulations, copyrights and other trade rights and all registrations and applications therefor, all know-how, trade secrets, technology or processes, research and development, owned or used by the Company solely in connection with the Vitarx Business, if any, including those set forth on Schedule 3.01(c)(iii) hereto, (collectively the "Intellectual Property").

(d) Licenses and Permits. To the extent transferable, all licenses or permits issued by any United States or foreign, federal, state, provincial, municipal or local authority or regulatory body and other governmental certificates, authorizations and approvals owned by the Company and which relate solely to the operation of the Vitarx Business including those set forth on Schedule 3.01(c)(iv) hereto, (collectively "Licenses and Permits").

(e) Other Assets. All other assets used solely in the operation of the Vitarx Business owned by the Company and included in the Financial Statements (as defined below), to the extent still in existence on the Closing Date excluding the Excluded Assets.

Section 1.03. Excluded Assets.

It is expressly agreed that the Company will retain and Buyer will not acquire any assets utilized by the Company in connection with its non-consumables pet products business (the "Excluded Assets") which are not included in the defined term "Purchased Assets", including:

- (a) the Company's corporate minute and stock books, tax returns and other records having to do solely with the Company's organization and/or capitalization;
- (b) any rights to any of the Company's claims for any federal, state or local tax refunds;
- (c) any rights which accrue or will accrue to the Company under this Agreement or the transaction contemplated hereby;
- (d) all of the outstanding accounts, notes and other receivables of the Company relating to the Vitarx Business as of the Closing Date (collectively, the "Accounts Receivable"); and
- (e) all assets, if any, listed on Schedule 1.03 hereto.

Section 1.04. Assumed Liabilities.

On the Closing Date, Buyer shall assume and agrees to pay, perform and discharge when due, the following liabilities (the "Assumed Liabilities"):

(a) all liabilities of the Company related to the Purchased Assets arising under the Vitarx Business Agreements; and

(b) those liabilities specifically listed on Schedule 1.04 hereto.

ARTICLE II

PURCHASE PRICE

In consideration of the sale, assignment and conveyance of the Purchased Assets, subject to the terms and conditions of this Agreement and on the basis of the representations and warranties of the Company contained herein, the Buyer agrees to assume the Assumed Liabilities and the parties agree to the Vitarx Reconciliation as set forth in Schedule 2.0.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of the Company. The Company represents and warrants to the Buyer that as of the date of this Agreement:

(a) Organization; Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to own, lease and operate the properties and assets used in the Vitarx Business being sold hereunder and to carry on the Vitarx Business as currently conducted. The Company is qualified and in good standing as a foreign corporation authorized to do business in all jurisdictions where failure to qualify would not reasonably be expected to have a material adverse effect on the Company or the conduct of the Vitarx Business.

(b) Corporate Authorization; Consents. The execution, delivery and performance by the Company of this Agreement has been authorized and approved by all requisite corporate and other action on the part of the Company, and no other corporate or other approval or authorization is required on the part of any other person by law or otherwise in order to make this Agreement the valid, binding and enforceable obligation of the Company. This Agreement and any other agreements contemplated herein to which the Company is a party is the valid, binding and enforceable obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of creditors' rights and remedies or by general equitable principles of general application and except that rights to indemnification and contribution may be limited by federal or state securities laws or public policy relating thereto. The execution, delivery and performance of this Agreement and any other agreements contemplated herein to which the Company is a party and the transactions contemplated hereby and thereby by the Company will

not (a) conflict with or violate the provisions of the Certificate of Incorporation, by-laws or any other organizational or governing document of the Company, (b) conflict with or constitute a default (with or without notice or lapse of time or both) under any agreement or contract by which the Company is bound, or (c) require the consent or approval of, or filing with, any governmental body or third party other than as set forth on Schedule 3.01(b).

(c) The Purchased Assets.

(i) Attached hereto as Schedule 3.01(c)(i) is a list of the material Vitarx Business Agreements. Except as set forth on Schedule 3.01(c)(i), neither the Company nor to its knowledge any other party is in default under any Vitarx Business Agreement and no other party to any Vitarx Business Agreement has given the Company notice of any dispute nor made any claim under any Vitarx Business Agreement.

(ii) Attached hereto as Schedule 3.01(c)(ii) is a true and correct list or description of the material Tangible Assets. As of the Closing Date, each of the material Tangible Assets is in good and operable condition, reasonable wear and tear excepted.

(iii) The Intellectual Property comprises all intellectual property rights necessary or advisable for the conduct of the Vitarx Business as currently conducted. Attached hereto as Schedule 3.01(c)(iii) is a true and correct list of all of the material Intellectual Property. The Company is the sole owner free of any lien or encumbrance or restriction on transfer, of all the Intellectual Property listed in Schedule 3.01(c)(iii). The Company has taken all reasonable actions to protect its rights in Intellectual Property owned by it. Except as disclosed on Schedule 3.01(c)(iii), the Company has received no demand, claim, notice or inquiry from any individual, organization or entity in respect of the Intellectual Property which challenges, threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or the rights of the Company in the Intellectual Property, and the Company knows of no basis for any such challenge. To the knowledge of the Company, no third party is infringing on the rights of the Company in and to the Intellectual Property. Except on an arm's-length basis for value and other commercially reasonable terms, the Company has not granted any license with respect to the Intellectual Property.

(iv) Attached hereto as Schedule 3.01(c)(iv) is a true and correct list of all material Licenses and Permits held by the Company in connection with the operation of the Vitarx Business. The Company is in compliance with all laws and regulations applicable to the Vitarx Business and has all Licenses and Permits necessary for the lawful conduct of the Vitarx Business, except in the case of each of the foregoing instances, where the failure to have any License or Permit or to comply with laws and regulations, would not reasonably be expected to have a material adverse effect on the Vitarx Business or operations of the Vitarx Business.

(d) Claims, Litigation. Except as set forth on Schedule 3.01(d), there is no claim, litigation, proceeding or investigation pending or, to the Company's knowledge, threatened against the Company, with respect to the Vitarx Business or any of the Purchased Assets (including, without limitation, any claims of infringement or actions of opposition with respect to Intellectual Property).

(e) No Other Representations or Warranties. Except for the representations and warranties contained in this Section, neither the Company nor any other person makes any other express or implied representation or warranty on behalf of the Company.

(f) Expiration of Representations and Warranties. The representations and warranties of the Company contained herein shall expire and be terminated and extinguished nine months following the Closing Date.

Section 3.02. Representations of the Buyer. The Buyer represents and warrants to the Company and its successors and assigns that as of the date of this Agreement:

(a) Organization; Good Standing. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to conduct its business as currently conducted. The Buyer is qualified and in good standing in each other jurisdiction in which it is doing business, except where failure to be in good standing would not have reasonably be expected to have a material adverse effect on the business of the Buyer.

(b) Corporate Authorization; Consents. The execution, delivery and performance by the Buyer of this Agreement has been authorized and approved by all requisite corporate action on the part of the Buyer and no other corporate or other approval or authorization is required on the part of any other person, by law or otherwise, in order to make this Agreement the valid, binding and enforceable obligation of the Buyer. This Agreement and any other agreement contemplated herein to which it is a party are the valid, binding and enforceable obligations of the Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application and except that rights to indemnification and contribution may be limited by Federal or state securities laws or public policy relating thereto. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by the Buyer will not (a) conflict with or violate the provisions of any applicable law, rule or order or the Buyer's Certificate of Incorporation or by-laws, or any other organizational or governing document of the Company, (b) conflict with or constitute a default (with or without notice or the lapse of time or both) under any agreement or contract by which the Buyer is bound, or (c) require the consent or approval of, or filing with, any governmental body or third party, other than as set forth on Schedule 3.02(b).

(c) No Brokers. No fees or commissions or similar payments with respect to the transactions contemplated by this Agreement have been paid or will be payable by the Buyer to any broker, financial advisor, finder, investment banker, or bank.

(d) No Other Representations or Warranties. Except for the representations and warranties contained in this Section, neither Buyer nor any other person makes any other express or implied representation or warranty on behalf of the Buyer .

(e) Expiration of Representations and Warranties. The representations and warranties of the Buyer contained herein shall expire and be terminated and extinguished nine months following the Closing Date.

ARTICLE IV

AGREEMENTS OF BUYER AND THE COMPANY

Section 4.01. Confidentiality.

The Buyer understands that pursuant to this Agreement it may have received confidential and proprietary information of the Company. Neither the Buyer, nor any of its officers, directors, employees, agents or contractors who received or learned of such confidential and proprietary information shall at any time, either before or after the Closing Date, disclose to any third party any such confidential or proprietary information of the Company, or make use of any of such information except in evaluating whether to enter into this Agreement.

Section 4.02. Tax Liabilities.

Any and all sales, use, value added, stamp, transfer or other similar taxes arising from the transactions contemplated herein shall be borne by the Buyer.

Section 4.03. "As Is" Condition

Except as otherwise specifically provided in Section 3.01, Buyer shall accept all the Purchased Assets in an "As Is" "Where Is" condition at the Closing Date, and the Company makes no warranty with respect to the value, condition or use of the Purchased Assets, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Further, the Company makes no warranty, express or implied, as to the probable success or profitability of the ownership, use or operation of the Vitax Business and the Purchased Assets by Buyer after Closing.

Section 4.04. Public Disclosure.

Prior to the Closing Date, no party to this Agreement will issue any press release or make any other public disclosures concerning this transaction or the contents of this Agreement without the prior written consent of the other party. Notwithstanding the above, nothing in this Section will preclude any party from making any disclosures required by law or regulation.

Section 4.05. No Assumption of Employees or Employee Liabilities.

Buyer will not assume any of the Company's employees, or any rights, duties, obligations or liabilities to such employees

Section 4.06. Use of Materials Bearing Aspen Trademark.

For a period of six (6) months after the Closing Date, the Company hereby grants to Buyer a non-exclusive, non-assignable, royalty-free license to use the Aspen trademark on any and all packaging materials for products of the Vitarx Business on which the Aspen trademark appears as of the Closing Date ("Packaging Materials"). Any such Packaging Materials bearing the Aspen trademark shall be replaced by Buyer during the next printing run of any bag design following the Closing Date, but in no event shall the Packaging Materials be used after twelve (12) months following the Closing Date unless otherwise agreed to by the Company in writing. Any remaining Packaging Materials shall be destroyed at Buyer's sole expense. Within fourteen (14) months of the Closing Date, Buyer shall provide to the Company, upon request, evidence reasonably satisfactory to the Company that all such Packaging Materials have been used or destroyed. Buyer shall defend, indemnify and hold the Company harmless from any product liability or similar claims arising from products manufactured and sold by Buyer using the Aspen trademark.

Section 4.07 Mutual Cooperation.

Subject to the terms and conditions hereof, Buyer and the Company agree to use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including obtaining prior to Closing all licenses, certificates, permits, approvals, authorizations, qualifications and orders of governmental authorities as are necessary for the consummation of the transactions contemplated hereby; and effecting all necessary registrations and filings. The Company and Buyer shall cooperate fully with each other to the extent reasonable in connection with the foregoing.

Section 4.08 Non-Solicitation

Buyer will not, for a period of two years after the date of this Agreement, without the prior written approval of the Company, directly or indirectly, solicit, encourage, entice or induce any person who is an employee of the Company, at the date hereof, to terminate his or her employment with the Company. Buyer agrees that any remedy at law for any breach by it of this Section would be inadequate, and the Company would be entitled to injunctive relief in such a case. If it is ever held that the restriction placed on Buyer by this Section is too broad to permit enforcement of such restriction to its fullest extent, Buyer agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and Buyer hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

Section 4.09 Vitarx Reconciliation

The Company agrees to pay to Buyer, beginning August 1, 2000 and ending February 1, 2001, the monthly amount as set forth on Schedule 2.0 (the "Reconciliation Amount") to assist Buyer with its Co-op spending expenses incurred in promoting the Vitarx Business and as full satisfaction of all payments or debts owed to Buyer in connection with the Vitarx Business. In consideration for payment of the Reconciliation Amount, Buyer agrees that all debts or other monies owed by the Company to Buyer in connection with the Vitarx Business will thereby be satisfied.

ARTICLE V

CONDITIONS TO CLOSING

The respective obligations of Buyer and the Company to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions prior to the Closing Date:

Section 5.01. Regulatory Authorizations.

All consents, approvals, authorizations, and orders of governmental and regulatory authorities as are necessary in connection with the transfer of the Purchased Assets and Assumed Liabilities to Buyer, shall have been obtained.

Section 5.02. Conditions Precedent to the Company's Obligations.

The obligation of the Company to consummate the transactions provided for in this Agreement is subject to Buyer's fulfillment of each of the following conditions:

(a) Accuracy of Buyer's Representations and Warranties. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct and the representations and warranties that are not so qualified shall be true and correct in all material respects, in each case on the date of this Agreement (except to the extent cured prior to the Closing Date) and on the Closing Date as though made on the Closing Date, except to the extent such representations and warranties speak as of an earlier date; Buyer shall have complied in all material respects with all covenants contained in this Agreement to be performed by it prior to Closing; and the Company shall have received a certificate signed by an officer of Buyer to such effect;

(b) Assumption Agreement. Buyer shall have executed one or more undertakings (the Bill of Sale and Assignment and Assumption Agreement) appropriate to transfer all the Purchased Assets and the Assumed Liabilities to the Buyer.

Section 5.03. Conditions Precedent to Buyer's Obligations.

The obligation of the Buyer to consummate the transactions provided for in this Agreement is subject to the Company's fulfillment of each of the following conditions:

(a) Accuracy of the Company's Representations and Warranties. The representations and warranties of the Company contained in this Agreement that are qualified as to materiality shall be true and correct and the representations and warranties that are not so qualified shall be true and correct in all material respects, in each case on the date of this Agreement (except to the extent cured prior to the Closing Date) and on the Closing Date as though made on the Closing Date, except to the extent such representations and warranties speak as of an earlier date; the Company shall have complied in all material respects with all covenants contained in this Agreement to be performed by it prior to Closing; and the Buyer shall have received a certificate signed by an officer of the Company to such effect;

(b) Bill of Sale. The Company shall have executed the Bill of Sale, and the Assignment and Assumption Agreement.

ARTICLE VI

CLOSING

The purchase and sale provided for in this Agreement (the "Closing") shall take place on July 14, 2000 at the offices of the Company located at 11701 East 53rd Avenue, Denver, Colorado 80239 at 10:00 a.m. Mountain Daylight Standard / 12:00 p.m. Eastern Daylight Standard time or such other date, time or place to which the parties agree (the "Closing Date").

ARTICLE VII

DELIVERIES AT CLOSING

Section 7.01. Deliveries by the Company. On the Closing Date, the Company will deliver, or cause to be delivered, to the Buyer the following:

- (a) the documents described in Section 5.03 above;
- (b) physical delivery of all original or certified copies of documentation concerning the Intellectual Property; and
- (c) corporate resolutions of the Company approving this Agreement and the transactions contemplated herein, certified by the Secretary of the Company; and
- (d) such other documents and instruments as counsel for the Buyer and the Company mutually agree to be reasonably necessary to consummate the transactions described herein.

Section 7.02. Deliveries by the Buyer. On the Closing Date, the Buyer will deliver, or cause to be delivered, to the Company the following:

- (a) the documents described in Section 5.02 above;
- (b) corporate resolutions of the Buyer approving this Agreement and the transactions contemplated herein, certified by the Secretary of the Buyer; and
- (c) such other documents and instruments as counsel for the Buyer and the Company mutually agree to be reasonably necessary to consummate the transactions described herein.

ARTICLE VIII

OBLIGATIONS FOLLOWING CLOSING

Section 8.01. Further Cooperation.

The parties hereto will, at any time and from time to time after the Closing Date, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further deeds, assignments, powers of attorney, instruments of conveyance, transfer and license, and take such additional actions, as the other party or their successor and/or assigns, may reasonably request, to effect, consummate, confirm or evidence the transactions contemplated by this Agreement, including for the better assigning, transferring, granting, conveying, assuring and confirming to the Buyer any assets, properties or rights associated with the Vitarx Business, or for defending or compromising any of the liabilities and obligations of the Vitarx Business

Section 8.02. Mutual Releases and Hold Harmless.

Seller shall indemnify and hold Buyer harmless from and against all liabilities and obligation of the Vitarx Business arising from activities occurring prior to the Closing. Buyer shall indemnify and hold Seller harmless from and against all liabilities and obligations of the Vitarx Business arising from activities occurring after the Closing. The Company shall have no obligations (financial or otherwise) to Buyer with respect to the Vitarx business other than those specifically stated in this Agreement.

Section 8.03. Cooperation on Tax Matters.

(a) The Buyer and the Company shall cooperate in the preparation of all Tax Returns for any Tax periods for which one party could reasonably require the assistance of the other party in obtaining any necessary information. Such cooperation shall include, but not be limited to, furnishing prior years' Tax Returns illustrating previous reporting practices or containing historical information relevant to the preparation of such Tax Returns, and furnishing such other information within such party's possession requested by the party filing such Tax Returns as is relevant to their preparation. Such cooperation and information also shall include without limitation promptly forwarding copies of appropriate notices and forms or other communications received from or sent to any taxing authority which relate to the Company, and

providing copies of all relevant Tax Returns, together with accompanying schedules and related work papers, documents relating to rulings or other determinations by any taxing authority and records concerning the ownership and tax basis of property, which the requested party may possess. The Buyer and the Company shall make their respective employees and facilities available on a mutually convenient basis to provide explanation of any documents or information provided hereunder.

(b) The party requesting the cooperation pursuant to this clause shall reimburse the party providing the cooperation for all of such party's out of pocket costs and expenses incurred in connection with the provision of such cooperation.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by the laws of the State of Delaware.

(b) In connection with any action relating to this Agreement or any other agreements delivered in connection herewith, the parties hereto submit and consent to the exclusive jurisdiction of the state courts of the State of Delaware.

Section 9.02. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 9.03. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Each provision of this Agreement shall be deemed to be the agreement of the parties hereto to the full extent that the power to enter into such provisions shall have been conferred on the parties by law.

Section 9.04. Benefit; Assignment. This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. This Agreement may not be assigned or the duties of the parties hereunder delegated to others without the prior written consent of all parties hereto, except that the Buyer may assign its rights, duties and obligations hereunder to an affiliate of the Buyer without the Company's consent.

Section 9.05. Bulk Transfers. Buyer waives compliance with the provisions of all applicable laws relating to bulk transfers in connection with this sale of assets. Notwithstanding anything to the contrary in this Agreement, the Company shall indemnify and hold Buyer harmless from and against any and all losses, liabilities, claims or expenses which

shall arise against or be incurred by Buyer due to the failure of the Company to comply with such requirements.

Section 9.06. Expenses. Subject to Section 4.02, the Company and Buyer shall each pay their respective expenses (such as legal, investment banker and accounting fees) incurred in connection with the origination, negotiation, execution and performance of this Agreement.

Section 9.07. Notices. All notices and other communications hereunder shall be in writing and deemed to have been duly given when delivered by hand, when received by registered or certified mail, postage prepaid, return receipt requested, when given by prepaid courier delivery services such as Federal Express, UPS or other similar services on the day received, or when given by facsimile transmission upon receipt by sender of a confirmed receipt of transmission, as follows:

(a) if to the Buyer, at:

Company: Petco Animal Supplies, Inc.
Address: 9125 Rehco Road, San Diego, California 92121
Attn: Bruce Hall, Executive Vice President
Telecopier No.: (858) 784-3472

with a copy to:

Company: Petco Animal Supplies, Inc.
Address: 9125 Rehco Road, San Diego, California 92121
Attn: Petco Legal Department
Telecopier No.: (858) 784-3472

(b) if to the Company, at:

Aspen Pet Products, Inc.
11701 East 53rd Avenue
Denver, Colorado 80239
Attn: Robert Fahey, Vice President
Telecopier No.: 303-375-1254

with a copy to:

Borden Capital Management Partners
180 East Broad Street
Columbus, Ohio 43215
Attn: Kris Anderson
Telecopier No.: 614-225-4108

**SIGNATURE PAGE OF ASSET PURCHASE AGREEMENT
BETWEEN ASPEN PET PRODUCTS, INC.
AND PETCO ANIMAL SUPPLIES, INC.**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

BUYER: PETCO ANIMAL SUPPLIES, INC.

By: James M. Myers
Name and Title: *James M. Myers*
Sr. V.P. + CFO

COMPANY: ASPEN PET PRODUCTS, INC.

By: _____
Name and Title

Received: 7/20/00 10:41AM;

20'00 13:17 FR BORDEN INC LAW DEPT 614 225 7584 TO 918587843472 P.02/02
JUL 17 '00 15:22 FR BORDEN INC LAW DEPT 614 225 7584 TO 913033757592 60:21 00. 61 101 P.02/22

**SIGNATURE PAGE OF ASSET PURCHASE AGREEMENT
BETWEEN ASPEN PET PRODUCTS, INC.
AND PETCO ANIMAL SUPPLIES, INC.**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

BUYER: PETCO ANIMAL SUPPLIES, INC.

By: _____
Name and Title:

COMPANY: ASPEN PET PRODUCTS, INC.

By: Rodney J. Kind, President
Name and Title

**Schedule 1.03
Excluded Assets**

Excluded Assets

| Aspen Control Number | Asset Description |
|---------------------------------|------------------------------|
| 337 | Office Furniture |
| 364 | Dell Inspiron D233XT |
| 390 | Latitude CP, M233XJ |
| 419 | Consumable Office Remodeling |
| 423 | HP LaserJet Printer |
| 424 | Dell P6350 G1/MT |
| 426 | Dell Inspiron 3500 A266XT |
| 431 | Dell Inspiron 3500 A366GT |
| 539 | Sharp Fax Machine |
| 20175 | HP LaserJet 6L Printer |
| 20183 | HP LaserJet 6LSE Printer |
| 20415 | HP LaserJet 6LSE Printer |
| 20571 | Dell Inspiron 3500 |
| 20589 | Dell Inspiron 3500 |
| 20597 | Dell Inspiron 3500 |
| 20618 | Dell Inspiron 3500 |
| 20626 | Dell Inspiron 3500 |
| 20773 | Laptop |
| 20845 | Laptop |
| 20917 | HP Laser Printer |
| 21004 | Dell Inspiron 3500 Laptop |
| 21012 | Dell Inspiron 3500 Laptop |
| 21021 | Dell Inspiron 3500 Laptop |
| 21039 | Dell Inspiron 3500 Laptop |
| 21047 | Dell Inspiron 3500 Laptop |
| 21101 | Dell Inspiron 5000 |

**Schedule 1.04
Assumed Liabilities**

None

SCHEDULE 2.0**VITARX RECONCILIATION****As of 7/14/2000***

| | |
|---|------------------------|
| 2000 Co-Op Commitment from Aspen Pet Products | \$ 2,250,000.00 |
| Less YTD Petco Spending through 7/14/2000 | \$ (1,505,834.00) |
| Less Finished Goods Inventory | <u>\$ (113,946.00)</u> |
| Net Amount Due Petco | <u>\$ 630,220.00</u> |

Net amount due Petco in 7 monthly installments of \$90,031
beginning 8/1/2000 and concluding 2/1/2001.

* To be updated as of the Closing Date

**Schedule 3.01(b)
Conflicts / Third Party Required Consents or Filings**

None

**Schedule 3.01(c)(i)
Business Agreements**

Storage Contract between Aspen Pet Products, Inc. and L&L Distribution Center, Inc.
dated February 1, 2000

**Schedule 3.01(c)(ii)
Tangible Assets**

Product Assets/Inventory
As of July 14, 2000 *

| Product | | Value |
|--------------------|-------|----------------------|
| VITARX Dog Puppy | 37.5# | \$ 3,013.90 |
| VITARX Dog Puppy | 20# | \$ 8,288.66 |
| VITARX Dog Puppy | 8# | \$ 5,531.29 |
| VITARX Dog Adult | 37.5# | \$ 247.24 |
| VITARX Dog Adult | 20# | \$ - |
| VITARX Dog Adult | 8# | \$ 4,476.23 |
| VITARX Dog Senior | 37.5# | \$ 4,166.51 |
| VITARX Dog Senior | 20# | \$ 2,339.37 |
| VITARX Dog Senior | 8# | \$ 4,787.63 |
| VITARX Dog - Lite | 37.5# | \$ 1,212.04 |
| VITARX Dog - Lite | 20# | \$ 2,410.61 |
| VITARX Dog - Lite | 8# | \$ 1,002.84 |
| VITARX Cat-Kitten | 8# | \$ - |
| VITARX Cat-Kitten | 4# | \$ 6,948.45 |
| VITARX Cat-Adult | 20# | \$ 9,083.46 |
| VITARX Cat-Adult | 8# | \$ 5,576.29 |
| VITARX Cat-Adult | 4# | \$ 8,119.46 |
| VITARX Cat-Senior | 8# | \$ 4,097.91 |
| VITARX Cat-Senior | 4# | \$ 9,071.57 |
| VITARX Cat-Lite | 20# | \$ 16,981.44 |
| VITARX Cat-Lite | 8# | \$ 4,587.65 |
| VITARX Cat-Lite | 4# | \$ 12,003.45 |
| Total Value | | \$ 113,946.00 |

* To be updated as of the Closing Date

Merchandising Assets

At Aspen

| | | | |
|--------------------|-----------|----|---------------------|
| Cat Brochures | 6500 pcs. | \$ | 2,600.00 |
| Dog Brochures | 6000 pcs. | \$ | 2,400.00 |
| Shelf Talkers | 300 pcs. | \$ | 60.00 |
| Shirts | 1068 pcs. | \$ | 9,302.28 |
| Pop-ups | 27 pcs. | \$ | 11,583.00 |
| Grey Duffel Bags | 1 pc. | \$ | 45.00 |
| Side Panel Signs | 120 pcs. | \$ | 14,280.00 |
| Trade Show Booth | 1 pc. | \$ | 53,000.00 |
| Total Value | | | \$ 93,270.28 |

Merchandising Assets

At Petco Stores

| | | | |
|---------------------|-----------|----|----------------------|
| Cat Brochures | 6500 pcs. | \$ | 5,050.00 |
| Dog Brochures | 6000 pcs. | \$ | 5,050.00 |
| Folding Demo Tables | 13 pcs. | \$ | 389.87 |
| Pop-ups | 480 pcs. | \$ | 205,920.00 |
| Grey Duffel Bags | 480 pcs. | \$ | 21,600.00 |
| Side Panel Signs | 196 pcs. | \$ | 23,324.00 |
| Total Value | | | \$ 261,333.87 |

**Schedule 3.01(c)(iii)
Intellectual Property**

Vitarx Intellectual Property

Trademarks

| | | | |
|---------------------|-----------|--------|------------|
| Vitarx-for dog food | 2,312,524 | USA | Registered |
| Vitarx-for dog food | 896,062 | Canada | Pending |
| Vitarx-for pet food | 75757,934 | USA | Pending |
| Vitarx-for pet food | 4,332,868 | Japan | Registered |

Exceptions

1. See schedule 3.01(d) regarding the FDA/Nutro matter
2. Correspondence was received from the German company Vitakraft-Werke Wuhmann & Sohn in October, 1999 objecting to Aspen's Community Trade Mark application to register Vitarx. Vitakraft-Werke claimed ownership of various trademarks in Germany and other European countries consisting of the word or beginning with the prefix "Vita". The Company subsequently withdrew its trademark application for the European Community.

**Schedule 3.01(c)(iv)
Licenses and
Permits**

State Permits to sell Dog Food

| State | Fax | Contact | Phone Number | Company License | Product Reg./Fees | Ton Reporting/Fees | Ton. Due |
|---------------|--------------|-----------------------|--------------|------------------|---------------------|--|-------------|
| Alabama | 334-240-7177 | David Hughes | 334-240-7121 | non-transferable | no product fees | form will be sent to guarantor of record | Quarterly |
| Arizona | 602-542-0466 | Altn. Jackie | 602-542-0903 | non-transferable | no product fees | form will be sent to guarantor of record | annual |
| Arkansas | 501-225-3590 | Jamie Johnson | 501-225-1598 | non-transferable | no product fees | form will be sent to guarantor of record | Quarterly |
| California | 916-332-6326 | Jeff Lindberry | 916-327-6905 | | | none | |
| Colorado | 303-480-9236 | Julie Zimmerman | 303-477-0081 | non-transferable | re-pay product fees | form will be sent to guarantor of record | semi annual |
| Connecticut | 860-713-2515 | Alkon Van Dyke | 860-713-2513 | non-transferable | at renewal | none | |
| Delaware | 302-697-6287 | Susie Larimore | 302-739-4811 | non-transferable | at renewal | none | |
| Idaho | 208-334-2283 | Irene Quignon-Kimball | 208-332-8620 | non-transferable | re-pay product fees | form will be sent to guarantor of record | quarterly |
| Illinois | 217-524-7801 | Lori Kirby | 217-785-8356 | non-transferable | re-pay product fees | form will be sent to guarantor of record | |
| Indiana | 765-494-4331 | Bob Geiger | 765-494-1492 | non-transferable | re-pay product fees | form will be sent to guarantor of record | quarterly |
| Iowa | 515-281-4185 | Loni Smith | 515-281-8589 | non-transferable | at renewal | form will be sent to guarantor of record | |
| Kansas | 785-862-2460 | Gaylen Postler | 785-862-6574 | non-transferable | at renewal | form will be sent to guarantor of record | |
| Kentucky | 606-323-9931 | Kay Phillips | 606-257-6528 | none | 7-01 renewal | form will be sent to guarantor of record | |
| Louisiana | 225-342-0027 | Janet Whittington | 225-342-5812 | non-transferable | re-pay product fees | form will be sent to guarantor of record | |
| Maine | 207-287-5576 | Steve Giguere | 207-287-2161 | non-transferable | at renewal | none | |
| Maryland | 410-841-2765 | Robert Hopkins | 410-841-2721 | non-transferable | no new fees | form will be sent to guarantor of record | |
| Massachusetts | 617-626-1850 | George Porter | 617-626-1800 | none | at renewal | none | |
| Michigan | 517-335-4540 | Steve Martin | 517-373-4087 | non-transferable | none | form will be sent to guarantor of record | |
| Minnesota | 651-215-5771 | Dave Svendsen | 651-297-7176 | non-transferable | 7-01 renewal | form will be sent to guarantor of record | annual |
| Missouri | 573-751-0005 | Tommy Claxton | 573-751-4310 | non-transferable | re-pay product fees | form will be sent to guarantor of record | |
| Montana | 406-444-7336 | Barb Greene | 406-444-2944 | non-transferable | at renewal | none | |

| State | Fax | Contact | Phone Number | Company License | Product Reg./fees | 1 on Reporting/Fees | Ton. Due |
|---------------|--------------|--------------------|--------------|------------------|--|--|--|
| Nebraska | 402-471-6892 | Ahn Ken | 402-471-2394 | non-transferable | no product fees | form will be sent to guarantor of record | semi annual |
| Nevada | 702-688-1178 | Bob Granowski | 702-688-1180 | non-transferable | at renewal | none | form will be sent to guarantor of record |
| New Hampshire | 603-271-1109 | Richard Ureles | 603-271-3685 | non-transferable | at renewal | none | form will be sent to guarantor of record |
| New Jersey | 609-984-2508 | David Shang | 609-984-2222 | non-transferable | no product fees | form will be sent to guarantor of record | quity |
| New Mexico | 505-646-5977 | Roger Osburn | 505-646-3208 | non-transferable | no new fees | form will be sent to guarantor of record | quity |
| New York | 518-457-8892 | Donna Diocese | 518-457-4492 | non-transferable | at renewal - Oct | form will be sent to guarantor of record | quity |
| North Dakota | 701-328-4567 | Gary Wagner | 701-328-1501 | non-transferable | re-pay product fees | none | form will be sent to guarantor of record |
| Ohio | 614-728-4221 | | 614-728-6377 | non-transferable | no product fees | form will be sent to guarantor of record | semi annual |
| Pennsylvania | 717-783-3275 | John Breisman | 717-772-5213 | non-transferable | no product fees | form will be sent to guarantor of record | annual |
| Rhode Island | 401-222-6047 | Ron Newman | 401-222-2781 | none | at renewal | none | form will be sent to guarantor of record |
| South Dakota | 605-773-3481 | Shannon Jorde | 605-773-3724 | non-transferable | no product fees | form will be sent to guarantor of record | semi annual |
| Tennessee | 615-837-5335 | John Uie | 615-837-5152 | non-transferable | no product fees | form will be sent to guarantor of record | semi annual |
| Texas | 979-845-1389 | Katherine Monceaux | 409-845-4113 | non-transferable | re-pay product fees | form will be sent to guarantor of record | annual |
| Utah | 801-538-7189 | Steve Burningham | 801-538-7183 | non-transferable | at renewal | none | form will be sent to guarantor of record |
| Vermont | 802-828-2361 | Donna Alexander | 802-828-2431 | non-transferable | requires dual registration for two years | form will be sent to guarantor of record | NO over sticker |
| Virginia | 804-786-1571 | Fran Barnett | 804-786-3514 | non-transferable | at renewal | form will be sent to guarantor of record | semi annual |
| Washington | 360-902-2093 | Shannon Lumsden | 360-902-2011 | non-transferable | at renewal | form will be sent to guarantor of record | semi annual |
| Wisconsin | 608-224-4556 | Eric Nelson | 608-224-4567 | non-transferable | at renewal | form will be sent to guarantor of record | annually |

**Schedule 3.01(d)
Claims / Litigation**

Nutro/FDA Action

See attached letter dated Oct. 27, 1999 from the Food and Drug Administration to Aspen Pet Products and attached letter dated February 7, 2000 from Kelly, Bauersfeld, Lowry & Kelley to Aspen Pet Products, both regarding the labeling of Vitarx products and the use of the Vitarx name.

SCHEDULE 2.0

VITARX RECONCILIATION

As of 7/30/2000

| | |
|---|-----------------------------|
| 2000 Co-Op Commitment from Aspen Pet Products | \$ 2,250,000.00 |
| Less YTD Petco Spending through 7/30/00 | \$ (1,835,248.00) |
| Less Finished Goods Inventory | \$ <u>(67,795.00)</u> |
| Net Amount Due Petco | \$ <u>346,957.00</u> |

Net amount due Petco in 7 monthly installments of \$49,565 beginning 9/1/2000 and concluding 3/1/2001.

AUG. 8.2000 10:35AM

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of August 8, 2000, by PETCO ANIMAL SUPPLIES, INC., a Delaware corporation ("Assignee") in favor of ASPEN PET PRODUCTS, INC., a Delaware corporation ("Assignor" or "Aspen").

WHEREAS, pursuant to an Asset Purchase Agreement, dated July 19, 2000 between Assignor and Assignee (the "Agreement"), Assignor has sold, transferred, assigned, conveyed and delivered to Assignee its Vitarx pet food business (hereinafter referred to as the "Vitarx Business"); and

WHEREAS, the Agreement requires that Assignee undertake to assume and to agree to pay, perform and discharge all assumed debts, liabilities and obligations of Assignor principally relating to the Vitarx Business;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Except as otherwise defined herein, all capitalized terms which are used in this Agreement and are defined in the Agreement shall have the meaning assigned thereto in the Agreement.
2. Subject to the limitations contained in Paragraph 3 hereof, Assignee hereby undertakes, assumes and agrees to pay, perform and discharge when due, the following specific liabilities:
 - (i) all debts, obligations and liabilities in respect of the Vitarx Business or the Purchased Assets arising or incurred by Assignee on and after the Closing Date, including the Assumed Liabilities;
 - (ii) all debts, obligations and liabilities which arise on account of Assignee's operation of the Vitarx Business, the use of the Purchased Assets, and/or sale of any products manufactured and/or sold by Assignee on and after the Closing Date;
 - (iii) all obligations and liabilities of Assignor under the Vitarx Business Agreements and Licenses and Permits, to the extent transferable; and
 - (iv) all obligations and liabilities of Assignor for taxes owed in respect of the Vitarx Business assumed by Assignee pursuant to Section 4.02 of the Agreement.
3. It is expressly understood and agreed that Assignor shall retain and Assignee shall not assume any of the following liabilities or obligations:
 - (i) any obligations and liabilities to the extent arising out of or relating to the Excluded Assets;

- (ii) any liabilities or obligations of Assignor to third parties arising from activities occurring prior to the Closing Date; or
- (iii) any obligations or liabilities with respect to employees of Assignor.

4. Each of the parties hereto agree to take, or cause to be taken, all further actions, including the execution, delivery and filing of additional documents and instructions that may be necessary or may be reasonably required in order to effectuate fully the purposes, terms and conditions of this Agreement.

5. Nothing in this Assumption Agreement is intended to modify the terms and provisions of the Agreement, and all the representations, warranties and covenants contained therein shall survive the delivery of this instrument and the Closing of the transaction referred to in the Agreement. Nothing contained herein shall be deemed or construed as an assumption of an obligation which Assignee is not required to assume under the terms of the Agreement.

6. This Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Assumption Agreement, expressed or implied, is intended to confer on any third party, or person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assumption Agreement.

7. This Assumption Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the parties hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving.

8. If any provision of this Assumption Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this Assumption Agreement shall not be affected and shall remain in full force and effect.

9. This Assumption Agreement may be executed in any number of 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.

10. This Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assumption Agreement as of the date written above.

ASPEN PET PRODUCTS, INC.

PETCO ANIMAL SUPPLIES, INC.

By: Robert J. Kirsh
Name: ROBERT J. KIRSH
Title: PRESIDENT

By: [Signature]
Name:
Title:

BILL OF SALE

BILL OF SALE, dated as of ~~August 8~~ 8, 2000, made by ASPEN PET PRODUCTS, INC., a Delaware corporation ("Aspen") in favor of Petco Animal Supplies, Inc., a Delaware corporation ("Buyer").

WHEREAS, an Asset Purchase Agreement, dated July 19, 2000 (the "Agreement"), has been entered into between Aspen and Buyer providing for, among other things, the sale of the Purchased Assets (as defined in the Agreement) by Aspen to Buyer; and

WHEREAS, in connection with the foregoing, it is necessary to transfer certain of such Purchased Assets (as defined in the Agreement), from Aspen to Buyer;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement.
2. Aspen hereby sells, assigns, transfers, conveys and delivers to Buyer all rights, titles and interests in and to all the Purchased Assets, subject to the related liabilities and subject in each case to the limitations set forth in the Agreement, as the same shall exist on the date hereof. The Purchased Assets include:
 - (a) all rights of Aspen in and to the Vitarx Business Agreements;
 - (b) the Tangible Assets;
 - (c) the Intellectual Property;
 - (d) to the extent transferable, the Licenses and Permits; and
 - (e) the Other Assets.
3. It is expressly agreed that Aspen will retain and Buyer will not acquire the Excluded Assets.
4. At any time or from time to time after the date hereof, Aspen shall execute and deliver or cause to be delivered to the Buyer such other instruments and take such other action as Buyer may reasonably request to carry out the intent and purposes of the Agreement and this Bill of Sale and to more effectively vest title to the Purchased Assets in Buyer and, to the full extent permitted by law, to put the Buyer in exclusive possession and absolute and total control of the Purchased Assets.
5. This Bill of Sale and the covenants and agreements herein contained shall survive the Closing and shall inure to the benefit of Buyer, its successor and assigns, and shall be binding upon Aspen, its successors and assigns.

AUG. 8.2000 10:36AM

August 8 IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of
, 2000.

ASPEN PET PRODUCTS, INC.

By: Robert J. Kirch
Name: ROBERT J. KIRCH
Title: PRESIDENT

PETCO ANIMAL SUPPLIES, INC.

By: J. Dymally
Name:
Title:

SECRETARY'S CERTIFICATE

I, Ellen German Berndt, Secretary of Aspen Pet Products, Inc., a Delaware corporation, do hereby certify that the following is a true and correct extract of resolutions adopted by the Board of Directors on July 10, 2000, and that such resolutions are still in full force and effect.

WHEREAS. The Board of Directors of the Company has reviewed with management and the Company's advisors the significant terms and conditions of the draft Asset Purchase Agreement dated July 10, 2000 between the Company and Petco Animal Supplies, Inc. (the "Buyer") (the "Agreement"); and

WHEREAS, The Board of Directors finds that after due consideration of all relevant factors, it is advisable and in the best interests of the Company and its shareholders to enter into the Agreement and the transactions contemplated therein; NOW THEREFORE, BE IT

RESOLVED, that based upon the materials made available to the Board of Directors and upon such other matters as are deemed relevant to the Board, the Board of Directors finds that the sale of the Company's Vitarx pet food business (described in the Agreement as the Vitarx Business), on such terms and conditions as are stated in the Agreement, is advisable and in the best interests of the Company and its shareholders and accordingly, the sale is hereby authorized and approved; and further

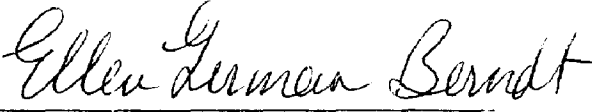
RESOLVED, that the execution of the Agreement is advisable and in the best interests of the Company and its shareholders and accordingly, the execution and delivery of the Agreement substantially in the form of the draft dated July 10, 2000 with such changes as the officers of the Company approve, and the performance of the transactions contemplated therein, are hereby authorized and approved; and further

RESOLVED, that each Officer of the Company, and Kristopher S. Anderson, or any of them, be and hereby is, authorized and directed to sign and deliver the Agreement, and to execute and deliver all such other documents, agreements, instruments and certificates and to take any and all actions in the name and on behalf of the Company as each such person may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions, and that the signature of any of them on such instruments shall conclusively identify that the instruments are duly authorized; and further

RESOLVED, that all actions heretofore taken by any of the directors, officers, representatives or agents of the Company in connection with the transactions contemplated by the Agreement, are hereby ratified, confirmed and approved in all respects as the actions and deeds of the Company; and further

RESOLVED, that further enabling resolutions may be appended to these resolutions as may be required or appropriate.

In witness whereof, I have hereunto set my hand and affixed the seal of the Company this
8th day of August, 2000.


Ellen German Berndt
Ellen German Berndt, Secretary

SEAL

ASPEN PET PRODUCTS, INC.

Officer's Certificate
Pursuant to Section 7.01(a) of the
Asset Purchase Agreement

The undersigned, Robert J. Kirch, the President of Aspen Pet Products, Inc. ("Aspen"), hereby certifies pursuant to Section 7.01(a) of the Asset Purchase Agreement dated July 19, 2000 (the "Agreement") between Petco Animal Supplies, Inc. and Aspen, that to the best of his knowledge and after reasonable investigation:


1. The representations and warranties of Aspen contained in the Agreement that are qualified as to materiality are true and correct and the representations and warranties of Aspen set forth in the Agreement and that are not so qualified are true and correct in all material respects, in each case on the date of the Agreement (except to the extent cured prior to the Closing Date) and on the Closing Date as though made on the Closing Date, except to the extent such representations and warranties speak as of an earlier date; and

2. Aspen has complied in all material respects with all covenants contained in the Agreement to be performed by it prior to the Closing.

Capitalized terms not defined herein shall have the meanings given them in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of August 8, 2000.

ASPEN PET PRODUCTS, INC.

By: 
Name: ROBERT J. KIRCH
Title: PRESIDENT

PETCO ANIMAL SUPPLIES, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, John D. Morberg, being the Assistant Secretary of Petco Animal Supplies, Inc., a Delaware corporation (the "Company"), hereby delivers this Certificate in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of July 19, 2000 (the "Agreement") by and between the Company and Aspen Pet Products, Inc., a Delaware corporation (the "Seller") (capitalized terms used and not otherwise defined herein shall have the meanings as defined in the Agreement), and does hereby certify that the following is a true and correct extract of resolutions adopted by the Board of Directors and that such resolutions are still in full force and effect:

WHEREAS, The Board of Directors of the Company has reviewed with management and the Company's advisors the significant terms and conditions of the Asset Purchase Agreement; and

WHEREAS, The Board of Directors finds that after due consideration of all relevant factors, it is advisable and in the best interests of the Company and its shareholders to enter into the Agreement and the transactions contemplated therein; **NOW THEREFORE, BE IT**

RESOLVED, that based upon the materials made available to the Board of Directors and upon such other matters as are deemed relevant to the Board, the Board of Directors finds that the purchase of the Seller's Vitarx pet food business (described in the Agreement as the Vitarx Business), on such terms and conditions as are stated in the Agreement, is advisable and in the best interests of the Company and its shareholders and accordingly, the purchase is hereby authorized and approved; and further

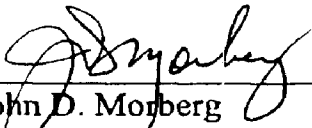
RESOLVED, that the execution of the Agreement is advisable and in the best interests of the Company and its shareholders and accordingly, the execution and delivery of the Agreement, and the performance of the transactions contemplated therein, are hereby authorized and approved; and further

RESOLVED, that each Officer of the Company, or any of them, be and hereby is, authorized and directed to sign and deliver the Agreement, and to execute and deliver all such other documents, agreements, instruments and certificates and to take any and all actions in the name and on behalf of the Company as each such person may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions, and that the signature of any of them on such instruments shall conclusively identify that the instruments are duly authorized; and further

RESOLVED, that all actions heretofore taken by any of the directors, officers, representatives or agents of the Company in connection with the transactions contemplated by the Agreement, are hereby ratified, confirmed and approved in all respects as the actions and deeds of the Company; and further

RESOLVED, that further enabling resolutions may be appended to these resolutions as may be required or appropriate.

In **WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Company this 8th day of August, 2000.



John D. Morberg
Assistant Secretary

D:\Legal\Sec Cert

**PETCO ANIMAL SUPPLIES, INC.
COMPLIANCE CERTIFICATE**

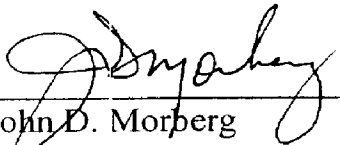
The undersigned, John D. Morberg, does hereby certify that he has been duly elected and qualified as, and at this date is the Vice President and Controller of Petco Animal Supplies, Inc. ("Petco") and that:

1. The representations and warranties of Petco contained in Section 3.02 of the Asset Purchase Agreement dated as of July 19, 2000 by and between Petco and Aspen Pet Products, Inc. (the "Agreement") are true on and as of the date hereof with the same effect as though such representations and warranties had been made on and as of the date hereof. Capitalized terms not otherwise defined in this certificate have the meaning given them in the Agreement.

2. Petco performed and complied with all covenants, agreements and conditions contained in the Agreement and the Related Agreements that are required to be performed or complied with by it on or before the date hereof.

8th IN WITNESS WHEREOF, the undersigned has executed this Certificate this day of August, 2000.

PETCO ANIMAL SUPPLIES, INC.



John D. Morberg
Vice President and Controller

**PETCO ANIMAL SUPPLIES, INC.
COMPLIANCE CERTIFICATE**

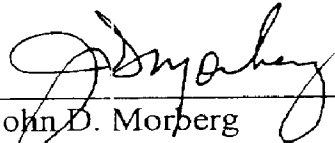
The undersigned, John D. Morberg, does hereby certify that he has been duly elected and qualified as, and at this date is the Vice President and Controller of Petco Animal Supplies, Inc. ("Petco") and that:

1. The representations and warranties of Petco contained in Section 3.02 of the Asset Purchase Agreement dated as of July 19, 2000 by and between Petco and Aspen Pet Products, Inc. (the "Agreement") are true on and as of the date hereof with the same effect as though such representations and warranties had been made on and as of the date hereof. Capitalized terms not otherwise defined in this certificate have the meaning given them in the Agreement.

2. Petco performed and complied with all covenants, agreements and conditions contained in the Agreement and the Related Agreements that are required to be performed or complied with by it on or before the date hereof.

John D. Morberg IN WITNESS WHEREOF, the undersigned has executed this Certificate this day of August, 2000.

PETCO ANIMAL SUPPLIES, INC.



John D. Morberg
Vice President and Controller

PETCO ANIMAL SUPPLIES, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, John D. Morberg, being the Assistant Secretary of Petco Animal Supplies, Inc., a Delaware corporation (the "Company"), hereby delivers this Certificate in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of July 19, 2000 (the "Agreement") by and between the Company and Aspen Pet Products, Inc., a Delaware corporation (the "Seller") (capitalized terms used and not otherwise defined herein shall have the meanings as defined in the Agreement), and does hereby certify that the following is a true and correct extract of resolutions adopted by the Board of Directors and that such resolutions are still in full force and effect:

WHEREAS, The Board of Directors of the Company has reviewed with management and the Company's advisors the significant terms and conditions of the Asset Purchase Agreement; and

WHEREAS, The Board of Directors finds that after due consideration of all relevant factors, it is advisable and in the best interests of the Company and its shareholders to enter into the Agreement and the transactions contemplated therein; **NOW THEREFORE, BE IT**

RESOLVED, that based upon the materials made available to the Board of Directors and upon such other matters as are deemed relevant to the Board, the Board of Directors finds that the purchase of the Seller's Vitarx pet food business (described in the Agreement as the Vitarx Business), on such terms and conditions as are stated in the Agreement, is advisable and in the best interests of the Company and its shareholders and accordingly, the purchase is hereby authorized and approved; and further

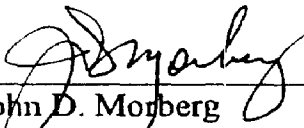
RESOLVED, that the execution of the Agreement is advisable and in the best interests of the Company and its shareholders and accordingly, the execution and delivery of the Agreement, and the performance of the transactions contemplated therein, are hereby authorized and approved; and further

RESOLVED, that each Officer of the Company, or any of them, be and hereby is, authorized and directed to sign and deliver the Agreement, and to execute and deliver all such other documents, agreements, instruments and certificates and to take any and all actions in the name and on behalf of the Company as each such person may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions, and that the signature of any of them on such instruments shall conclusively identify that the instruments are duly authorized; and further

RESOLVED, that all actions heretofore taken by any of the directors, officers, representatives or agents of the Company in connection with the transactions contemplated by the Agreement, are hereby ratified, confirmed and approved in all respects as the actions and deeds of the Company; and further

RESOLVED, that further enabling resolutions may be appended to these resolutions as may be required or appropriate.

In **WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Company this 8th day of August, 2000.



John D. Morberg
Assistant Secretary

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